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## ONE painter-for-a-day program

Thank you for considering ALLBRiGHT’s “One Painter-for-a-Day Program!”

This program offers a minimum service of one professional painter for up to an 8-hour workday (less two (2) 10-minute breaks and one (1) 30-minute lunch required by law), at a cost of $695 plus material. A $100 non-refundable deposit is charged in advance by credit card to reserve a scheduled date. The balance of $595 plus any material charges is due the day the work is completed. Any time worked over 8 hours will be billed at our current overtime rate. Often, most clients will provide basic paints required, and an average misc. materials charge for plastic, roller covers, primers, repair compounds, etc. is included in the above prices. There is no travel charge or lunch break charge.

ALLBRiGHT’s employees will provide an honest day’s labor on your projects starting with those tasks you designate as highest in priority. It is the client’s responsibility to direct labor and to be available to answer questions. Projects may take longer than expected and it is important that the painters are able to keep clients informed of progress during the day.

Our service does not include call back visits for any reason. It is critical that clients help assess with the painters whether or not one project needs more work or touch up before they move on to your next project. Since this is a fixed time service, keep in mind last tasks of the day may not be finished 100%. That is why client’s input and direction is critical to keep the painters informed of your exact priorities.

As soon as the painters arrive, please discuss the following items:

|  |  |
| --- | --- |
| 1. Job Priorities 2. Security instructions 3. Restroom preferences | 1. Work sink if available 2. Client’s availability / phone numbers 3. Payment Preference (Visa, MasterCard, check at start of work) |

Our goal is to work quickly to help you resolve your projects. We will do the best we can in the time allotted and appreciate your business very much. Should your projects require additional or future labor, we will do our best to schedule you on a high priority basis.

**PLEASE SIGN AND FAX BACK CONTRACT PAGE WITH CREDIT CARD INFO TO A HOLD DATE**

|  |  |  |  |
| --- | --- | --- | --- |
| Priority List - **SCOPE OF WORK** | | | |
| Please list what you want completed in the order that is most important to you –  Example: 1. Walls 2. Baseboards **or** 1. Patch & texture ceiling 2. Paint ceiling & Walls 3. paint cabinets | | | |
| **Item or Area** | **Size of Area**  **(L x W)** | **Color Name** | **Sheen** |
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| --- | --- |
| **Questions** | |
| 1. Is there any patching that would require drywall material or texturing? | No or Yes |
| 2. Will you have the paint on site when we get there? | No or Yes |
| 3. Can you send us any digital pictures of the areas to be painted? | No or Yes |
| 4. Will a ladder over 6’ be required to reach high areas? | No or Yes |
| 5. Are there any heavy items which will require multiple people to move? | No or Yes |
| **Notes (or other items):** |  |
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### **CONTRACT**

|  |  |  |
| --- | --- | --- |
| **Painters-for-a-day rate not including materials:** | | **$695** |
|  | |  |
| Visa or MasterCard #: |  |  |
| Expiration Date: |  | Security Code: \_\_\_\_\_\_\_\_\_ |
| Credit Card Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |
|  | |  |

**Payment:** For this contract, the owner agrees to pay Contractor, (subject to any additions and/or deductions pursuant to authorized change orders), the total contract price noted above according to the following payment schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| # | Payment Description | Due | Amount (1) |
| 1. | Down Payment (if any) (1) | Contract Approval | $100 |
| 2. | Intermediate payment | Upon Start of Work | $595 |
| 3. | Material Payment | Upon Completion | TBD |

|  |  |  |  |
| --- | --- | --- | --- |
| **Approximate Start Date:** |  | **Approximate Completion Date:** |  |

**Acceptance:** I/we the Owner(s) of the premises described above authorize A. Allbright Inc., referred to as “Contractor”, to furnish to Owner all labor necessary to paint and/or improve the premises in a good, workmanlike and substantial manner at a time and material basis per the terms, specifications and provisions provided herein. This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this contract. The written terms, provisions, plans (if any) and specifications in this contract are the entire agreement between the parties. Changes in the agreement beyond 1 day’s work shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

|  |  |  |  |
| --- | --- | --- | --- |
| X |  |  |  |
| X | Approved and accepted (owner) |  | Date |
|  | Approved (contractor) |  | Date |

See Additional Provisions on Next Page

|  |  |  |
| --- | --- | --- |
| **Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract**:  **1. Outside Agency Circumstances**: Any changes required by an outside agency such as the government, EPA, inspection service or the like will be considered additional work which are to be paid by the owner.  **2. Installation:** Owner understands the Contractor may or may not install the materials. Contractor has the right to subcontract any part of, or all of the work herein.  **3. Change Orders:** Should owner, or other authorized individual under this contract require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.  **4. Owners Responsibility / Insurance etc.:** Owner is responsible for the following (1) to see that all necessary water, electrical power, access to premises, refuse removal services, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment and materials (3) to, prior to work, remove or relocate any item that prevents contractor from having free access to the work areas such as furniture, appliances, draperies, clothing, plants, or any other personal effects and properties. In the event the Owner fails to relocate items, contractor may relocate these items as required but in no way is contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to obtain permission from the owner(s) of adjacent properties that contractor must use to gain access to the work areas. Owner agrees to be responsible and to hold the contractor harmless and accept any risk resulting from the use of adjacent property by contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, course of construction, all physical loss with vandalism and malicious mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or material supplied by contractor in repairing or repainting the project shall be paid for by the owner as extra work.  **5. Delay**: Contractor shall not be held responsible for any damage occasioned by delays resulting from work done by owners subcontractors, extra work, acts of owner or owners agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by contractor or beyond contractors reasonable control.  **6. Surplus Materials**: Any surplus material left over after this contract has been completed are the property of contractor and will be removed by the same. No credit is due owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of the contractor.  **7. Cleanup and Displaying Signs:** Upon completion, and after removing all debris and surplus materials, contractor will leave premises in a neat, broom clean condition. Owner hereby grants to contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made.  **8. Method of Application and Paint Colors:** Owner authorizes contractor to use any method of paint application that contractor deems appropriate, weather it be brush, pad, roller, spray or a combination thereof. Where colors and sheen factors are to be matched, contractor shall make reasonable efforts to do so but does not guarantee a perfect match. At the written request of owner, contractor shall provide a sample of any paint for approval by owner. If the owner does not request a paint sample, contractor is authorized to apply manufacturer’s standard paint as identified in this contract and is not responsible for any differences between the manufacturer’s color chart and the paint as it is applied.  **9. Hazardous Substances:** Owner understands that contractor is not qualified as a hazardous material handler or inspector or as a hazardous material abatement contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the owners responsibility to arrange and pay for abatement of these substances.  **10. Right to Stop Work:** If any payment is not made to contractor as per this contract, contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called suppliers). If these same suppliers make demand upon owner for payment, owner may not make such payment on behalf of contractor without contractor approval at which time the contractor may access a late payment penalty by not reimbursing the customer the amount paid to the suppliers. The owner is responsible to verify the true amounts owed to the contractor and to these same suppliers prior to making payment. Owner shall not be entitled, under any circumstances, to collect as reimbursement from contractor any amount greater than that exact amount actually and truly owned by contractor to the same suppliers for work done on owners project.  **11. Payment :** Payments shall be made per Sec. 7159 (f) on the California Business and Professions Code, upon satisfactory payment being made for any portion of the work performed, the contractor shall prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any claim or mechanic’s lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.  1**2. Collection:** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 24% per annum. Deposit is forfeited upon cancellation of job by customer after 3 business days from date of signing contract. |  | 13. Legal Fees: In the event litigation arises out of this contract, prevailing party(ies) are entitled to a legal, arbitration, and attorney fees. The court shall not be bound to award fees based on any set, court fee schedule but shall if it so chooses, award the true amount of all cost, expenses and attorney fees paid or incurred.  14. Notice: Any notice required or permitted under this contract may be given by ordinary mail at the address of both parties contained on page one of this contract. This address may be changed from time to time by written notice given by one party to the other. After a notice is correctly posted and deposited in the mail, it shall be deemed received by the other party after one (1) day.  15. Concealed Conditions: Because it is impossible to know the condition of substrates or walls underneath existing protective coatings or wallcovering, the contractor cannot be held responsible for wall damage resulting from wallpaper removal or other surface preparation. Unless otherwise stated, this estimate is based on standard surface preparation and wallcovering removal according to the PDCA (Painting and Decorating Contractors of America) and NGPP (National Guild of Professional Paperhangers) guidelines specifically for wallcovering where one layer is to be removed. In the event additional work is required for removal of underlying layers, or other related surface preparation for additional repair of damaged surfaces it will be the responsibility of the owners to pay the extra expense for this work.  16. Sever ability: If any clause contained within this contract is rendered null and void, that clause shall not render the entire contract null and void.  **NOTICE TO OWNER – LIEN DISCLOSURE:**  Under the California Mechanics’ Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.  This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor’s subcontractors, Laborers, or suppliers remain unpaid.  To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a “preliminary Notice”. Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanic’s lien with the county recorder which then becomes a recorder lien against your property. Generally, the maximum time allowed for filing a mechanic’s lien against your property is 90 days after substantial completion of your project.    **CUSTOMER PROTECTION:**  To insure extra protection for yourself and your property, you may whish to take one or more of the following precautionary steps:  (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your future protection. They payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor’s bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.  (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available for a fee in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.  (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.  (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional “Waiver and Release” forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will sell the “Waiver and Release” forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those suppliers, contractors and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanic’s lien claim against your property. In other types of construction, this protection may still be important but may not be as complete.  To protect yourself under this option you must be certain that all material suppliers, subcontractors, and laborers have signed the “waiver and Release” form. IF a mechanic’s lien has been filed against your property, it can only be voluntarily released by a recorded “release of Mechanic’s Lien” signed by the person or entity that filed the mechanic’s lien against your property unless the law suit to enforce the lien was not timely filed. When making final payments, you should have the release form signed and make sure any and all such liens are removed. You should consult an attorney if a lien is filed against your property. |

Contractors are required by law to be licensed and regulated by the contractors state license board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, contractors state license board, P.O. Box 26000, Sacramento, CA 95826-0026. State law requires anyone who contracts to do construction work to be licensed by the contractors’ state license board in the license category in which the contractor is going to be working. If the total price of the job is $300 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the contractors’ state license board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees. You may contact the contractors’ State License Board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The board has offices throughout California. Please check the government pages of the white pages for the office nearest you or call 1-800-321-CSLB for more information.