

Ukie Painting Agreement

. **Painting Schedule.** The contractor will complete the services in accordance with the following schedule. The customer agrees that all dates are subject to change if customer requests any changes or additions to the services. Completion date is further subject to weather conditions.

. **Changes in the Services.** The customer may request reasonable changes to the services. Any changes to the services must be in writing and signed by both the contractor and the customer. The customer agrees that any changes to the services may result in additional charges and extend the painting schedule.

. **Payment Schedule.** All payments under this agreement once paid are non-refundable, 20% of the scope of the job are being collected to secure the spot in the schedule and buy part of materials for the services.

The customer agrees to pay the contractor the total payment specified in the estimate for the services in accordance with the following schedule.

Expenses for material. Paint and all of the materials are included in the scope of the job.

. **Events Beyond Contractor's Control.** Customer agrees that if the contractor is unable to complete the services by the completion date because of reasons that were not caused by the contractor (i.e., availability of necessary supplies, specific paint color, etc.) or because of events beyond the contractor's control (such as fire, flood, acts of God, vandalism, etc.), the contractor will not be deemed to have breached this contract and the time for the contractor to complete the services will be extended by the amount of time reasonably necessary for the contractor to complete the services and at a schedule agreeable to the parties. The time for the customer to pay the contractor for the services will be extended in the same manner.

. **Safety Precautions.** The contractor will take all reasonable safety precautions in performing the services. The contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. The customer agrees to keep the property clear of all known and potential hazards. The customer further agrees to keep all pets out of the work area of the property.

. **Termination.** The customer can terminate the contract by giving written notice: (a) if the contractor commits any material breach of this contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by the contractor to provide the services of an acceptable standard and to the reasonable satisfaction of the customer. The contractor can terminate the contract by giving written notice: (a) if the customer fails to make the payments required and set within 2 days of notice of failure to make a payment; or (b) if the customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

. **Non-Refundable Deposit.** Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides they do not want or are no longer able to obtain Painting Services from Ukie Painting. A 20% deposit of your estimate is due upon signing of this agreement to book the painting projects listed above. Deposits will be applied to final cost which is due in full upon completion the painting services.

. **Entire Agreement.** This document reflects the entire agreement between the contractor and the customer and reflects a complete understanding of the parties with respect to the subject matter. This contract supersedes all prior written and oral representations. The contract may not be amended, altered or supplemented except in writing signed by both the contractor and the customer.

. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this contract that cannot be resolved by mutual agreement, the parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

. **Legal and Binding Contract.** This contract is legal and binding between the parties as stated above. This contract may be entered into and is legal and binding both in the United States and throughout Europe. The parties each represent that they have the authority to enter into this contract.

. **Severability.** If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this contract is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

. **Waiver.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

. **Applicable Law.** This contract shall be governed and construed in accordance with the laws of the state where the property is located, without giving effect to any conflicts of laws provisions.

. **Warranty. Most of the projects are covered with warranty described in the estimate.**

In Ukie Painting we always stood behind the quality of our products – and here's the guarantee to prove it. We back our process and finish products with at least 2-year craftsmanship warranty. This warranty covers issues related to application and paint products. This warranty includes noticeable discoloration, paint peeling/bubbling, or severe systemic problems with cracking. This does not include normal wear and tear items, small nicks, paint damage, stains, pre-existing hardware issues, hairline seams, negligence, fire damage, water damage, pre-existing door issues, preexisting hardware issues. This guarantees the durability of our process and the paint products we use.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.