

"Fresh Colors" Painting

Limited One Year Painting Warranty

Subject to the limitations set forth below, for a period of 12 months from the date of completion of the work described on the front of your contract, the Company named on the front of your contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

"Fresh Colors" Painting

For warranty service call **"Fresh Colors" Painting** at 1-502-498-0077 or email **GaryFreshColors@aol.com**.

For this warranty to be valid, you must:

- Pay the full contract price. No Discounts or Specials!
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to **"Fresh Colors" Painting**, or his employees, to perform the repairs

This limited warranty does not cover:

- Any work where the **"Fresh Colors" Painting** did not supply the paint or other materials.
- Any work which was not performed by **"Fresh Colors" Painting**.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, wood gutters, concrete surfaces and plaster walls or ceilings.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.

- o damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of this Contract.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact **"Fresh Colors" Painting** to schedule an inspection of your property by calling **"Fresh Colors" Painting** at 502-498-0077 or email **GaryFreshColors@aol.com**.

Signature: _____

Gary Snyder

President

"Fresh Colors" Painting

Signature: _____

Print Name: _____

Home/Business Owner