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## WILLIAMSON COUNTY SERVICES CONTRACT

(John Bunnell Painting, LLC dba CertaPro Painters of Austin)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, estimates, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **John Bunnell Painting, LLC dba CertaPro Painters of Austin** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

### I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to the terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include the painting described in the attached Proposals being marked as **Exhibit "A,"** which is incorporated herein.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

### II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all Services outlined in Exhibit "A" shall be fully performed to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be three (3) months after the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the Services as described in Exhibit "A," this contract shall automatically terminate without further obligation from



either party, except as otherwise expressly provided herein.

### III.

**Consideration and Compensation:** The amount of compensation paid to Service Provider for the Services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%) and the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

### IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE

PER PERSONPER OCCURRENCE

Comprehensive



General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
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Aggregate policy limits:	\$2,000,000
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Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE



PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

## IX.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

## X.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XI.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas



Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

#### XVIII.

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

#### XIX.

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

#### XX.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

#### XXI.

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposals, and being marked **Exhibit "A;"** and
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

**XXII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Judge Bill Gravell, Jr.


\_\_\_\_\_  
County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

John Bunnell Painting, LLC dba CertaPro Painters of Austin

\_\_\_\_\_  
Name of Service Provider

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: August 12<sup>th</sup>, 2024

**Exhibit “A”**  
**Proposals**



## PREPARED FOR

**Andy Bowerman**

400 Borho Drive  
Leander, TX 78641

(512) 763-9369

andy.bowerman@wilco.org

## PREPARED BY

(512) 931-9782

jwalton@certapro.com

**CertaPro Painters of Austin**

(512) 323-9502

<http://Austin.certapro.com>

12444 Research Blvd

Austin, TX 78759

**Jacob Walton**

Residential Sales Associate

## PRICE SUMMARY

Guest Bedroom 1	\$738.98
Guest Bedroom 2	\$738.98
Guest Bedroom 3	\$738.98
Hallway Bath	\$355.89
Laundry Room	\$351.60
Living Room, Kitchen, and Hallway	\$1,596.44
Master Bath	\$514.50
Master Bedroom	\$786.24
<b>Subtotal:</b>	<b>\$5,821.59</b>
10% Off	-\$594.60
Environmental Fee	\$125.00
<b>Total:</b>	<b>\$5,351.99</b>



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## PROJECT SUMMARY

**Included in the price above: Guest Bedroom 1 , Guest Bedroom 2, Guest Bedroom 3, Hallway Bath, Laundry Room, Living Room, Kitchen, and Hallway, Master Bath, Master Bedroom**

**This includes a coat of primer and two coats of paint for all walls to help conceal the current texture and prevent bleed through.**

**This includes all applicable material, labor and tax. All leftover paint will be left with the customer.**

## PROJECT DETAILS

	Paint / Primer	Sheen	Color	Paint / Primer Coats
<b>Guest Bedroom 1</b> \$738.98				
Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Closet(s)	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Paint Brands: Sherwin-Williams				
<b>Guest Bedroom 2</b> \$738.98				
Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Closet(s)	ProMar 200 Zero VOC-Latex	Eggshell	TBD1 - White	2 / 1



## ProMar 200 Zero VOC

Paint Brands:  
Sherwin-Williams

### Guest Bedroom 3 \$738.98

Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Closet(s)	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1

Paint Brands:  
Sherwin-Williams

### Hallway Bath \$355.89

Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
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Paint Brands:  
Sherwin-Williams

### Laundry Room \$351.60

Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Closet(s)	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1

Paint Brands:  
Sherwin-Williams

### Living Room, Kitchen, and Hallway \$1,596.44

Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
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Paint Brands:  
Sherwin-Williams

### Master Bath \$514.50

Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Closet(s)	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1

Paint Brands:  
Sherwin-Williams

### Master Bedroom \$786.24

Walls	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1
Closet(s)	ProMar 200 Zero VOC-Latex ProMar 200 Zero VOC	Eggshell	TBD1 - White	2 / 1

Paint Brands:  
Sherwin-Williams



## SET-UP

### CUSTOMER TO:

Allow clear access to work areas , Remove all paintings, pictures, wall decorations , Remove CUSTOM blinds and window coverings , Remove small and fragile objects , Remove wall mounted electronics (TV)

### CERTAPRO WILL

Maintain clean work area , Move furniture as required , Remove and return STANDARD blinds and window coverings , Remove and return switch plates and outlet covers

### CERTAPRO WILL COVER & PROTECT

Fixtures , Floors , Furniture

### EXCLUSIONS

Any room not specifically listed in the proposal , Any surface not expressly listed in the proposal

## PREPARATION

- Clean the surfaces prior to application of paint
- Fill minor cracks and holes in the surfaces

Nails in the walls will be left in place unless you direct the crew to remove them. All other minor cracks and holes will be filled.

All surface preparation and painting will be performed using industry best practices.

## CLEAN-UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.



Upon Completion: All tools, supplies & equipment will be removed from the property.

NOTES

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS, AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. The number of coats of paint are noted on the proposal and additional coats, if necessary, would be an additional charge. **Additional work not listed can be performed for \$60/man hour, plus materials.**

During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew, and to be available to address any of your concerns throughout the project.

At the end of the project the JSS will do a final walk through (Pride Walk), with you to inspect the work performed. **PLEASE make yourself available to review the work with your JSS on the final day of your project. It is expected that you will be present for the Pride Walk and the payment will be collected at the completion of this walk-through.**

Please be aware that any separate or optional prices on this proposal are assumed to be included/accomplished during the same visit. Each individual item done at separate or later time could result in an additional cost.

We require the work space to be free from interference from other service personnel, trades people, cleaners, landscapers, pets, etc. Electrical devices (TV's, internet routers, computers, etc.), must be disconnected by the homeowners before CertaPro can move them. CertaPro Painters can move refrigerators and delicate furniture such as pianos, armoires, and grandfather clocks only after the homeowner signs a damage waiver. This offer is valid for 60 days. Pricing is subject to change beyond 60 days.

*We hope to receive an excellent online review from you when are finished!*

ADDITIONAL NOTES

**PICKING YOUR COLORS:** We will need the color name and/or color number, and sheen that you would like us to use. Color choices should be given to CertaPro Painters no later than 7 days before your project start date to avoid delays.

**COLOR CONSULTATION:** Ask your sales associate for details regarding a free color consultation!

**PAYMENT METHODS:** We accept cash, checks, credit cards, and bank transfers. **Please note: a debit or credit card transaction will incur a 2.25% service fee.** Credit card payment can be made on our website (austin.certapro.com) or by calling our office (512-323-9502). Financing options are available.

**PAYMENT TERMS:** Full payment for services and materials rendered pursuant to this proposal is DUE IMMEDIATELY UPON COMPLETION OF THE JOB. A 3% fee will be incurred for any late payment beyond 1 week of the completion date. A 5% fee will be added for each subsequent week thereafter.

SIGNATURES

Authorized Franchise Representative Signature

Date

PAYMENT DETAILS

**Payment is due:** In full upon job completion

DECLARATION OF CONTRACT

(I/We) Have read the terms stated herein, they have been explained to (me/us) and (I/we) find them to be satisfactory, and hereby accept them.

Customer Signature

Date

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively “CertaPro”), taking photographs and video of the property identified in this Proposal (the “Content”). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property’s owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property’s owner, may have in connection with the Content.

Customer Initials

Date

ADDENDUM - ALL PICTURES



Guest Bedroom 1



Guest Bedroom 2



Guest Bedroom 3





Hallway Bath



Laundry Room



Living Room, Kitchen, and Hallway



Master Bath



Master Bedroom

**IMPORTANT NOTICE:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. Know your rights and duties under the law.

#### RESIDENTIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

**RELATIONSHIP** — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

**COLORS** — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

**UNFORESEEN CONDITIONS** — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

**PROPOSAL** — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

#### ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

#### NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Austin**

DATE OF TRANSACTION \_\_\_\_\_

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

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(Buyer's Signature)

(Date)

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### LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- 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 and wood gutters.
- 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.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, 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 the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- 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 the Contractor, or his employees, to perform the repairs.

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 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 your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.





## PREPARED FOR

### Andy Bowerman

400 Borho Drive  
Leander, TX 78641

(512) 763-9369

andy.bowerman@wilco.org

## PREPARED BY

(512) 931-9782  
jwalton@certapro.com

### CertaPro Painters of Austin

(512) 323-9502  
<http://Austin.certapro.com>  
12444 Research Blvd  
Austin, TX 78759

### Jacob Walton

Residential Sales Associate

## PRICE SUMMARY

Full Exterior	\$3,317.72
Replace Fascia along Front Peak of Home	\$150.00
<b>Subtotal:</b>	<b>\$3,467.72</b>
10% Off	-\$360.00
Environmental Fee	\$125.00
<b>Total:</b>	<b>\$3,232.72</b>

Monthly Payment Options powered by Acorn Finance

\*To get securely pre-qualified with no impact to your credit score, scan this code with your camera:



pay monthly [Click to Start](#)

## PROJECT SUMMARY

Included in the price above, CertaPro will professionally prep and paint all surfaces for:

**Full Exterior: Soffit, Roofline Fascia, Hard Fascia Trim Around Windows and Doors, Siding**

**Includes pressure washing of these surfaces as well as replacement of loose, cracked & peeling caulking**

**All paint will be top quality SW "Duration" Paint, all leftover paint will be left with customer**

**Includes all applicable material, labor & taxes**

## PROJECT DETAILS

	Paint / Primer	Sheen	Color	Paint / Primer Coats
<b>Full Exterior</b> \$3,317.72				
Soffit	Duration-Acrylic Latex	Low Luster	TBD1	2 / 0
Siding - Wood - Airless Spray	Duration-Acrylic Latex	Low Luster	TBD2 - Color Match	1 / 0
Siding - Prep & Repair				
Prep Spot+				
Fascia	Duration-Acrylic Latex	Low Luster	TBD1	2 / 0
Caulk previously caulked gaps and cracks				
Wash				
Paint Brands:				
Sherwin-Williams				

**Replace Fascia along Front Peak of Home** \$150.00

## SET-UP

**CUSTOMER TO:**

Clear all small or breakable items off of the porch(s) and deck(s) , Keep car away from house

**CERTAPRO WILL COVER & PROTECT**

Light fixtures , Windows

**EXCLUSIONS**

Any surface not specified in the proposal

**PREPARATION**

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- Powerwash
- Caulking
- Scraping
- Sanding
- Spot Priming

**Washing:** To pressure wash all surfaces being painted or stained in effort to remove surface dirt, debris, webs, mildew, and even some of the loose or peeling paint to aide in the proper adhesion of the paint or stain.

**Caulking:** Caulk all previously caulked gaps and cracks on previously painted surfaces. Decaying/failing caulk will be removed as best as possible but existing caulking that is performing well will not be removed. Caulk specs: premium 55-60 year siliconized acrylic latex sealant.

**Scraping:** A full scrape to all loose and peeling paint. This will provide a firm base for the new paint to adhere. A wire brush will be used where needed to ensure all loose paint is adequately removed. Note: scraping and sanding will not result in a smooth finish, there may be visible layers of paint. Feather sanding all rough edges is available upon request for an additional charge.

**Sanding:** Scuff sand where necessary to degloss the surface and ensure major rough edges are removed. Note: Feather sanding all rough edges is available upon request for an additional charge.

**Spot Priming:** Spot priming where bare wood is exposed after pressure washing and scraping. Fully prime new surfaces.

**CLEAN-UP**

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Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.

Upon Completion: All tools, supplies & equipment will be removed from the property.

**NOTES**

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OUR CERTAINTY SERVICES SYSTEM -- To ensure that the project meets your expectations, we will:

- Communicate with you daily to inform you of what has been completed, what will be done tomorrow and any possible issues.
- Have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS, AND COMPONENTS THAT ARE *INCLUDED* AS WELL AS THOSE THAT ARE *EXCLUDED* TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. The number of coats of paint are noted on the proposal and additional coats, if necessary, would be an additional charge.

**Additional work not listed can be performed for \$60/man hour, plus materials.**

**ADDITIONAL NOTES**

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**PICKING YOUR COLORS:** We will need the color name and/or color number, and sheen that you would like us to use. **Color choices should be given to CertaPro Painters no later than 7 days before your project start date to avoid delays.**

**COLOR CONSULTATION:** Ask your sales associate for details regarding a free color consultation

**ROTTING WOOD:** If wood rot is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process.

**CLAY ROOF TILES:** Roof tiles can become very brittle over time and CertaPro cannot be held responsible for broken tiles if our crew needs to walk on them or work above them on certain projects.

**PAYMENT METHODS:** We accept cash, checks, credit cards, and bank transfers. **Please note: all debit card and credit card transactions will incur a 2.25% service fee.** Credit card payment can be made on our website (austin.certapro.com) or by calling our office (512-323-9502). Financing options are available.

**PAYMENT TERMS:** **Full payment for services and materials rendered pursuant to this proposal is DUE IMMEDIATELY UPON COMPLETION OF THE JOB.**

**Late Payment Penalty:** A 3% fee will be incurred for any late payment beyond 1 week of the completion date. A 5% fee will be added for each subsequent week thereafter.

**SIGNATURES**

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Authorized Franchise Representative Signature

Date

PAYMENT DETAILS

Payment is due: In full upon job completion

DECLARATION OF CONTRACT

(I/We) Have read the terms stated herein, they have been explained to (me/us) and (I/we) find them to be satisfactory, and hereby accept them.

Customer Signature

Date

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively “CertaPro”), taking photographs and video of the property identified in this Proposal (the “Content”). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property’s owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property’s owner, may have in connection with the Content.

Customer Initials

Date

ADDENDUM - ALL PICTURES



Replace Fascia Along this Peak



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**IMPORTANT NOTICE:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. Know your rights and duties under the law.

**RESIDENTIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT**

**RELATIONSHIP** — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

**COLORS** — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

**UNFORESEEN CONDITIONS** — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

**PROPOSAL** — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

**ATTENTION CLIENT:**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

**NOTICE OF CANCELLATION**

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Austin**

DATE OF TRANSACTION \_\_\_\_\_

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

**LIMITED TWO YEAR WARRANTY**

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- 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 and wood gutters.
- 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.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, 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 the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.

- 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 the Contractor, or his employees, to perform the repairs.

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 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 your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.