

---

## WILLIAMSON COUNTY SERVICES CONTRACT

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

---

**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 painting the interior of the Central Maintenance Facilities and the Road & Bridge Personnel building ("Services") as described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

X. DE

the last party's execution below 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 on April 8, 2024, 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

x. DE

- 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

Aggregate policy limits: \$2,000,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER 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,

X. DE

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,

X. DE

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 \(wilco.org\)](https://www.wilco.org/WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf). 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 Proposal, and being marked **Exhibit "A;"**

- B. The cooperative purchasing contract or agreement applicable to this Contract (TIPS #23010401), and
- C. 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:**

*Valerie Covey*

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

Judge Bill Gravell, Jr.

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

Date: Jan 9, 2024, 20\_\_\_\_

**SERVICE PROVIDER:**

John Bunnell Painting, LLC dba CertaPro Painters of Austin

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

*David Evans*

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

David Evans  
Printed Name

Date: 12-00, 2023

## JOB SITE

Williamson County Facilities- 3101 SE Inner Lp. CR7296

3101 SE Inner Loop  
 Georgetown, Texas 78626  
 (512) 645-4753

TIPS# 23010401

## PREPARED BY

David Evans  
 Commercial Sales Associate  
 512-423-2215  
 daveevans@certapro.com



## CLIENT

Williamson County- Facilities Management

3101 SE Inner Loop  
 Georgetown, TX 78626

1 (512) 943-1599

TIPS# 23010401

## CLIENT CONTACTS

Daryl Mutz  
 M: (512) 645-4753  
 E: Daryl.Mutz@Wilco.Org  
 3101 SE Inner Loop  
 Georgetown, TX 78626

## PRICING:

Central Maintenance Facilities	\$29,106.00
Road & Bridge Personnel	\$8,116.50
<b>Subtotal:</b>	<b>\$37,222.50</b>
<b>Total:</b>	<b>\$37,222.50</b>
<b>Balance</b>	<b>\$37,222.50</b>

## GENERAL SCOPE OF WORK

### CertaPro will refresh the designated areas by doing the following:

- Scuff sand all surfaces in order to create a profile on the substrate to ensure proper adhesion.
- Clean all surfaces & repair any minor damages to the sheetrock.
- Apply two new coats of Promar Zero VOC interior latex paint to the walls & Pro-Industrial, W/B enamel paint to the green frames.

### Designated areas:

#### Central Maintenance Facilities:

- All previously painted **Green** doors & frames throughout highlighted **Green** areas on site plan provided.
- All previously painted walls throughout highlighted **Pink** areas on site plan provided.
- (1) roof ladder at end of Corridor C7 (**Refer to picture for reference**)

#### Road & Bridge Personnel:

- Training Room & adjacent office.
- (1) 25' Stairwell & (1) 12'x15' Locker Room, **Adjacent RR to be excluded.**
- (1) 20'x10' Break room, 75' Hallway & (6) Offices, approx. 12'x12' ea.

## INCLUDES AND EXCLUDES

### EXCLUDES:

- Any Surface, Scope or Area not detailed in the Proposal.

## SURFACE 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.

## SET-UP

**CUSTOMER TO:**

Notify the Tenants of the Work Schedule and Allow CertaPro Access to the Required Areas.

**CERTAPRO WILL COVER & PROTECT**

All Areas and Surfaces that are not to be painted. , Any specific items detailed in the proposal above.

**CERTAPRO WILL**

Prepare the Surfaces as needed prior to Painting.

Any Keys, Key Cards, or other instructions needed for access to the space will be provided prior to CertaPro starting the project.  
Colors to be Approved/Confirmed Prior to CertaPro starting the project.

**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.

**PROPOSAL AND COLOR SPECIFICATIONS**

Surface/Item	Product	Paint / Primer Coats	Color
<b>Central Maintenance Facilities</b>			
Window Frames	Pro Industrial Waterbased Alkyd Urethane-Waterborne Alkyd-Semi-Gloss	2 / 0	Color to be approved.
<ul style="list-style-type: none"> <li>All previously painted green window frames throughout highlighted <b>Green</b> areas on site plan provided.</li> </ul>			
Green Doors & Frames	Pro Industrial Waterbased Alkyd Urethane-Waterborne Alkyd-Semi-Gloss	2 / 0	Color to be approved.
<ul style="list-style-type: none"> <li>All previously painted green doors &amp; frames throughout highlighted <b>Green</b> areas on site plan provided.</li> </ul>			
Walls	ProMar 200 Zero VOC-Latex-Eg-Shel	2 / 0	Color to be approved.
<ul style="list-style-type: none"> <li>All previously painted walls throughout highlighted <b>Pink</b> areas on site plan provided.</li> </ul>			
Cove Base replacement	4" Cove Base--	1 / 0	
<ul style="list-style-type: none"> <li>Replacement of all 4" cove base throughout highlighted <b>Pink</b> areas on site plan provided. Approx. 1600'</li> </ul>			
Roof ladder	Pro Industrial Waterbased Alkyd Urethane-Waterborne Alkyd-Semi-Gloss	2 / 0	Color to be approved.
<ul style="list-style-type: none"> <li>(1) roof ladder at end of Corridor C7 <b>(Refer to picture for reference)</b></li> </ul>			
<b>Road &amp; Bridge Personnel</b>			
Walls	ProMar 200 Zero VOC-Latex-Eg-Shel	2 / 0	Color to be Approved
All previously painted walls including: <ul style="list-style-type: none"> <li>Training Room &amp; adjacent office.</li> <li>(1) 25' Stairwell</li> <li>(1) 12'x15' Locker Room, Adjacent RR to be excluded.</li> <li>(1) 20'x10' Break room</li> <li>75' Hallway</li> <li>(6) Offices, approx. 12'x12' ea.</li> </ul>			

**ADDENDUM - ALL PICTURES**

Example of designated door frames to be prepped and painted.



Example of window frames to be prepped and painted.



Example of Green door & roof ladder to be prepped and painted.



Example of door frames to be prepped and painted.

**NOTES**

Thank you for allowing CertaPro Painters of Austin the opportunity to provide you with a quote for your project. Our goal from start to finish is to provide you with an "Extraordinary Painting Experience."

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.

This offer is valid for 60 days.

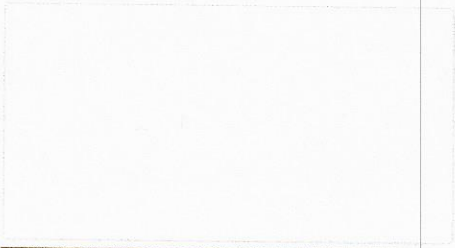
**ADDITIONAL NOTES**

**PAYMENT TERMS:** Full payment for services and materials rendered pursuant to this proposal is DUE Within 30 Days of Completion.

**SIGNATURES**

CertaPro Painters Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



Authorized Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Client Representative Name & Title \_\_\_\_\_

Client \_\_\_\_\_

**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

**PAYMENT DETAILS**

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

**COMMERCIAL 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)