



Exterior Proposal

Job #: JOB-1247-8885

Date 08/05/2019

PREPARED FOR

Debbie Danihlik

📍 315 N East Ave
Waukesha, WI 53186

☎ (414) 339-1183

✉ debdanihfam@sbcglobal.net

PREPARED BY



Mike Vassar

Residential Sales Associate

☎ (262) 527-6136
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✉ mvassar@certapro.com

CertaPro Of Waukesha County

(262) 574-1555
waukeshacounty@certapro.com
<http://waukesha-county.certapro.com>
300 Travis Lane #18
Waukesha, WI 53189

Full Worker's Compensation Coverage
Society Insurance

PRICE SUMMARY

| | |
|--------------------------|-------------------|
| Base Price: | \$3,090.00 |
| 14 Day Decision Discount | -\$309.00 |
| Total: | \$2,781.00 |
| Deposits Due | \$700.00 |
| Balance | \$2,081.00 |

PROJECT SUMMARY

Included in the price above: Block Foundation around the home, Detached Garage, Porch, Right

14 Day Decision Discount:

We have found that most of our business is booked within 14 days.

I understand that people sometimes need time to make their decision. Some need to get other bids and make comparisons. I am giving you an incentive to go with CertaPro.

I will deduct 10% from the painting total if you sign with CertaPro within 14 days.

I will be emailing you during the next two weeks if I have not heard from you.





This is a Drive-by estimate. Debbie and Bob would like the Porch, Foundation, and one Window on the home painted. They will be providing the paint for the Porch, we will be providing the primer and the paint for the Foundation and the Soffits on the Detached Garage.

There are boards hanging from the Porch Railing. If Debbie and Bob would like CertaPro to do any carpentry work, **Carpentry work is done on a Time and Materials basis and is a separate charge from the painting total above.**

Carpentry work is available at \$95.00 per man hour plus materials with a 35% mark up. Labor includes inspection, material pick up, repairs and material disposal.

The Job Site Supervisor will fill out a Time and Materials form with the homeowner to account for labor and material costs. See Preparation below. Time and Materials work is not subject to discounts.

PROJECT DETAILS

| | Paint | Sheen | Color | Paint / Primer Coats | |
|---|--------------------------|-------|-------|----------------------|---|
| Block Foundation around the home | | | | | |
| Masonry Foundation around the home - Brush | Loxon XP-Other | Flat | TBD | 2 |  |
| Paint Brands: Sherwin-Williams | | | | | |
| Detached Garage | | | | | |
| Soffit | SuperPaint-Acrylic Latex | Flat | TBD - | 2 / 1 |  |
| Paint Brands: Sherwin-Williams | | | | | |
| We are only painting the Soffits on the Detached Garage | | | | | |
| Porch | | | | | |
| Railing - Hard Roll | | | | |  |
| Slatted bottom of Porch - Hard Roll | | | | | |
| Posts | | | | | |
| Porch Ceiling - Hard Roll | | | | | |
| Ceiling Beam | | | | | |
| Deck | | | | | |
| Deck Steps | | | | | |
| Paint Brands: Sherwin-Williams | | | | | |
| Right | | | | | |
| Window Frames | | | | |  |
| Paint Brands: Sherwin-Williams | | | | | |

SET-UP

CUSTOMER TO:

- Ensure water is turned prior
- Keep car away from house
- Keep children and pets away from equipment, materials and work areas
- Clear all items off porch
- Cut back bushes and trees 18" from home.

CERTAPRO WILL COVER & PROTECT

- Items and surfaces not being painted as needed
- Siding
- Walkway

CERTAPRO WILL

EXCLUSIONS

- Any surface not specified in the proposal
- Anything else not specified in the proposal
- Basement Windows
- Carpentry Work
- Carpentry work is performed on a T&M basis and is currently excluded from the price.
- Caulking areas not being painted
- Chimney
- Downspouts
- Fence
- Garage Man door
- Garage Overhead Doors
- Glazing Windows
- Gutters
- Sanding
- Siding
- Vents
- Window Sashes
- Windows
- Windows Behind Storms

CertaPro Painters will be responsible for setting up the job site so that it meets all Safety Requirements. We ask that the customer does their part to make sure that the areas being worked on are free and clear of all personal items so that we can have easy access to the areas included in the contract.

PREPARATION

- Caulk previously caulked areas where old caulk is cracked loose or missing
- Scrape loose peeling paint
- Prime where necessary
- Wash areas to be painted as necessary to remove dirt and mildew

STANDARD LEVEL OF PREP: Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:

- Wash or wipe down surfaces being painted.
- Scrape and sand loose and peeling paint. Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.
- Puttying, caulking, and wood filling as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.
- Masonry Patching where needed. Please Note** Masonry patching will not mimic the current texture of the masonry surface.

This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:

- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full re-caulking if caulk is not failing or missing.
- Re-sculpting trim and siding where damaged.
- Stripping existing surface coating.

CAULKING: Unless otherwise stated, only areas where all surrounding boards are being painted will be caulked. Areas where the substrates are required to breathe such as expansion joints, butt joints (where siding boards butt against each other) and non-previously caulked areas will not be caulked.

FILLING HOLES: Fill holes is at CertaPro's discretion unless otherwise noted on this contract. The guideline is that woodpecker holes and large open knot holes will be filled. Small knot holes will not be filled. Expanding foam and wood putty will be used as required.

CARPENTRY WORK: Carpentry work is available at \$95.00 per man hour plus materials with a 35% mark up. Labor includes inspection, material pick up, repairs and material disposal.

CLEAN-UP

NO TRACE PAINTING POLICY: Daily Clean Up: 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.

POWER WASHING: Recommended to prevent problems with intercoat adhesion. The goal is not to remove paint, however, it is likely paint chips will be knocked off during power washing. We may not clean up paint chips immediately after washing as they will be too wet. Paint chips will be cleaned up once we are on the job to paint.

NOTES

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

- 1st 10 Minutes: Meet with you at the start of the project to ensure all information is accurate.
- Daily Updates: Communicate with you daily to inform you of what has been completed, what will be done tomorrow and possible issues.
- Pride Walk: Complete a final inspection with us to make sure you are completely satisfied with the project.

PICKING COLORS: To pick your colors, please go to the nearest Sherwin Williams paint store. We will need to color name, color number and sheen. Provide color choices to CertaPro no later than 5 days before the project start date to avoid delays.

Pricing is based on the current color scheme unless otherwise noted on this contract. Color changes require two coats.

COLOR CONSULTATIONS: We offer a free one hour color consultation with every project involving a color change. The suggestions by the consultants are to help direct the customer. Customer is responsible for the final selection.

Consultations are free to all customers with signed contracts. If you would like a consultation prior to signing the contract, the fee is \$150.00 at the time of the consultation. The money will be credited towards your project once completed.

LANDSCAPING: We exercise caution around plants and shrubs to avoid trampling and excessive drips. However, we cannot be responsible for incidental damage that occurs in the normal course of the work.

DECKS & HORIZONTAL SURFACES ARE NOT WARRANTED: Horizontal surfaces take a beating from foot traffic, rain, ice, snow and sun. They will show wear before other areas. Many customers choose to maintain them annually or biannually.

TIME & MATERIAL PROJECTS: Some services cannot be given a exact price up front. Most common services are additional caulking, sanding, vine removal and carpentry. The painters will provide a T&M Form to help track hours as the work is performed. Discounts do not apply to T&M work.

ADDITIONAL NOTES

PAYMENT TERMS: A 25% deposit is required on residential projects and 35% deposit on commercial projects unless other agreements have been arranged in writing. Balance is due in full upon completion of the project unless agreed upon in writing prior to the start of the project. Customer is expected to make themselves available for the **Pride Walk** at the completion of the project. The painters and/or office will do their best to inform the customer of a rough completion time. A 2% late fee per month will be assessed on amounts due over thirty (30) days. Those with specific payment terms in writing the thirty (30) days will start based on those terms.

PAYMENT METHODS: The price quoted is based on paying by cash or check and includes a 3% discount (rounded to the whole dollar). Please write the check to CertaPro Painters. The job site supervisor for your project is authorized to collect payment.

We accept VISA, MasterCard, and Discover. There is a 3% convenience fee (rounded to the whole dollar) which will be added

to the amount charged to the credit card. Please call our office at 262-574-1555 to pay by credit card.

We offer 6 MONTHS NO INTEREST NO PAYMENTS with CertaPro EZpay. Customer **MUST BE APPROVED PRIOR TO STARTING THE PROJECT, NO EXCEPTIONS.** Any add-ons must be paid for by cash, check or credit card.

WISCONSIN "Right to Cure Law": Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file a lawsuit, and you must provide your contractor the opportunity to make an offer to repair or remedy the alleged construction defect. The full brochure explaining the law and the proper steps to making a claim can be found on CertaPro's website, or at <http://www.wisbuild.org/right-to-cure-law.html>

NOTICE OF LIEN RIGHTS: As required by the Wisconsin Construction Lien Law, Contractor hereby notifies owner that persons or companies furnishing labor or materials for the project on the owner's land may have lien rights on the owner's land and buildings if not paid. Those entitled to lien rights, in addition to the contractor are those that contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the project. All customers are entitled to a lien waiver upon completion and payment for the job. Our crews carry the form with them so please feel free to ask.

DISPUTES: This Agreement shall be deemed to have been made in and governed by the laws of the State of Wisconsin. All disputes related to this Agreement shall be resolved through mediation or binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its rules. If the parties proceed to binding arbitration, the decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. The party that prevails in binding arbitration shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses, whether such fees, costs, and expenses are incurred by the prevailing party before or after the arbitration decision.

SIGNATURES



08/05/2019

Authorized Franchise Representative Signature

Date

PAYMENT

EZpay Option: 6 Months

Loans provided by EnerBank USA, Member FDIC, (1245 Brickyard Rd., Suite 600, Salt Lake City, UT 84106) on approved credit, for a limited time. Repayment terms vary from 18 to 126 months. Interest waived if repaid in 180 days. 18.58% fixed APR, effective as of 03/01/2019, subject to change. Interest starts accruing when the loan closes. EnerBank USA is a fair housing lender and makes loans without regard to race, color, religion, national origin, sex, handicap, or familial status.

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

ADDENDUM - ALL PICTURES



Block Foundatio...

Example of the Block Foundation around the home.



Detached Garage



Detached Garage



Detached Garage



Porch

Steps



Porch

Railing



Porch

Beam



Porch

Porch Deck



Porch

Deck



Porch

Steps



Porch

Rail



Porch

Ceiling



Right

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 Of Waukesha County**

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.