

RUBUMCO PAINTING

RESIDENTIAL PAINTING TERMS & CONDITIONS

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These Residential Painting Terms & Conditions (the "Terms") apply to residential painting and related services performed by Rubumco Painting ("Contractor"). The customer accepting the applicable estimate, proposal, invoice, or other written scope of work is the "Owner." The applicable QuickBooks estimate or proposal ("Estimate"), these Terms, and any approved written change orders together constitute the Agreement. Job-specific information - including the property address, scope, price, deposit, progress payments, products, colors, and exclusions - is stated in the Estimate. Acceptance or electronic approval of the Estimate constitutes acceptance of these Terms.

I. SCOPE OF WORK

1.1 General Scope. Contractor will furnish the labor, supervision, ordinary tools and equipment, and materials described in the Estimate. Only work specifically included in the Estimate is included in the Contract Price.

1.2 Interior and Exterior Work. These Terms apply to interior painting, exterior painting, or a combination of both, as identified in the Estimate. The Estimate controls as to the particular surfaces, preparation, coatings, quantities, and areas included.

1.3 Subcontractors. Owner authorizes Contractor to perform portions of the Work through properly qualified subcontractors. Contractor remains responsible to Owner for administration of the contracted Work.

1.4 Existing and Concealed Conditions. Pricing is based on conditions reasonably observable when the Estimate is prepared. Hidden rot, water damage, failed substrates, structural defects, hazardous materials, insect damage, concealed repairs, or other conditions not reasonably visible are excluded unless specifically stated. If discovered, Contractor may propose additional work by change order.

1.5 Schedule and Weather. Start and completion dates are good-faith estimates unless expressly guaranteed in writing. Weather, drying conditions, product availability, concealed conditions, owner-requested changes, access problems, and events outside Contractor's reasonable control may extend the schedule without constituting breach.

II. SURFACE PREPARATION AND PAINTING CONDITIONS

2.1 Preparation. Preparation will be limited to the work described in the Estimate. Unless expressly included, the Contract Price does not include extensive drywall repair, skim coating, texture matching, carpentry, rot repair, siding replacement, lead/asbestos abatement, mold remediation, or correction of underlying structural or moisture problems.

2.2 Existing Surfaces. The appearance and durability of new coatings depend on the condition of existing surfaces. Contractor does not guarantee correction of pre-existing texture differences, substrate movement, nail pops, cracks, stains, moisture intrusion, failed prior coatings, tannin or rust bleed, or defects originating beneath the new coating unless specifically included.

2.3 Interior Work. Owner shall provide reasonable access to interior work areas and remove or secure fragile, valuable, and personal items. Unless included in the Estimate, Owner is responsible for moving unusually heavy, delicate, electronic, or specialty items. Contractor will use reasonable care to protect floors, fixtures, and property in the immediate work area.

2.4 Exterior Work. Owner shall provide reasonable access to exterior work areas and identify known irrigation, septic components, gates, alarms, fragile landscaping, or other conditions that could affect the Work. Owner shall provide reasonable clearance around surfaces to be painted. Pressure washing, scraping, caulking, masking, priming, or other preparation is included only to the extent stated in the Estimate.

2.5 Colors and Products. Owner is responsible for final approval of colors, sheen, and products before application. Contractor is not responsible for dissatisfaction with an approved selection, normal differences caused by lighting or existing surfaces, or manufacturer batch variation. Repainting due solely to an Owner color or sheen change is additional work.

III. PRICE AND PAYMENT

3.1 Contract Price. The Contract Price is the amount stated in the Estimate, plus applicable sales tax and approved changes. The final amount may change only for approved changes, authorized time-and-material work, allowances, concealed conditions, or other adjustments permitted by the Agreement.

3.2 Deposit and Progress Payments. Any deposit and progress-payment schedule will be stated in the Estimate. Payments are due when the applicable milestone is substantially completed or as otherwise stated in the Estimate.

3.3 Final Payment. The remaining unpaid balance, together with approved change orders, authorized additional work, materials, and applicable sales tax, is due within ten (10) calendar days after Contractor notifies Owner that the Work is substantially complete. Minor punch-list or touch-up items that do not materially prevent use of the painted areas do not postpone payment of the undisputed balance.

3.4 Additional / Hourly Work. Work outside the original Scope of Work will be performed only after authorization and will be billed at the rate stated in the Estimate or approved change order, plus applicable materials, sales tax, and other authorized charges.

3.5 Credit / Debit Cards. If Owner elects to pay by credit or debit card, a 3.5% processing surcharge may be added to the extent permitted by applicable law and disclosed at the time of payment. Owner may avoid the surcharge by using an accepted non-card payment method.

3.6 Late Payment. Any undisputed amount not paid when due may accrue interest at the lesser of twelve percent (12%) per annum or the maximum lawful rate, beginning on the date due. Contractor may suspend Work for nonpayment after reasonable written notice. Owner is responsible for reasonable collection costs to the extent permitted by law.

IV. CHANGES AND AUTHORIZATION

4.1 Change Orders. Changes to scope, colors after approval, quantities, repairs, or requested additional work may change price and schedule. Changes should be documented in writing before the changed work begins whenever practical.

4.2 Electronic Authorization. Approval by signed change order, email, text message, or other electronic communication from Owner or an authorized Owner representative constitutes written authorization.

4.3 Field Requests. Employees and subcontractors are not authorized to change the Contract Price on their own. Owner should direct additional-work requests to Contractor's authorized representative. If Owner requests extra work from field personnel and Contractor confirms the request electronically or in writing, the work will be billed as agreed or, if no fixed price is agreed, at the applicable time-and-material rate.

4.4 Emergency Protection. Contractor may take reasonable temporary action without advance approval when immediately necessary to protect persons, property, or completed Work and will notify Owner as soon as reasonably practical.

V. OWNER RESPONSIBILITIES AND JOBSITE CONDITIONS

5.1 Access and Utilities. Owner shall provide reasonable access to the property, including water and electricity when reasonably required, and shall identify alarms, gates, parking restrictions, septic areas, irrigation, or other conditions that could affect the Work.

5.2 Personal Property, Landscaping, Pets and Children. Owner shall remove or secure fragile or valuable items and provide reasonable clearance around work areas. Contractor will use reasonable care around landscaping and personal property, but Owner is responsible for restraining pets and keeping children and other occupants away from active work areas, ladders, equipment, wet coatings, and stored materials.

5.3 Unsafe or Delayed Access. Contractor may stop or delay Work if conditions are unsafe or if access, utilities, Owner selections, or other Owner responsibilities necessary for performance are not timely provided.

VI. INSURANCE AND SAFETY

6.1 Insurance. Contractor will maintain insurance reasonably appropriate for its operations and as required by applicable law. Subcontractors will be required to maintain licensing, registration, bonding, and/or insurance as applicable to the work they perform.

6.2 Safety. Contractor controls its means, methods, sequencing, and job-site safety for the Work. Owner shall not direct Contractor's employees or subcontractors in a manner that creates an unsafe condition.

VII. WARRANTY

7.1 Workmanship Warranty. Contractor warrants its painting workmanship for the warranty period stated in the Estimate. If the Estimate does not state a period, the workmanship warranty is one (1) year from substantial completion. Contractor's obligation is limited to correcting covered defective workmanship after timely written notice and a reasonable opportunity to inspect and cure.

7.2 Exclusions. The workmanship warranty does not cover damage or failure caused by moisture or water intrusion; roof, gutter, flashing, siding, stucco, masonry, caulking, or structural failure; rot; mold or mildew; substrate movement; settling; rust bleeding; tannin or stain bleed; pre-existing or underlying coating failure; normal wear; impact or abuse; cleaning chemicals; pets; landscaping; acts of nature; work performed or altered by others; or defects in owner-supplied products or surfaces.

7.3 Manufacturer Warranties. Manufacturer warranties, if any, are governed by the manufacturer's terms. Contractor will reasonably assist with information needed for a manufacturer claim but does not independently guarantee a manufacturer's product.

7.4 Warranty Notice. Owner must notify Contractor in writing promptly after discovering a claimed defect and allow Contractor a reasonable opportunity to inspect and, if covered, correct the condition before Owner hires another contractor.

Nothing in these Terms waives any non-waivable rights or notice requirements under Washington law.

VIII. INDEMNITY AND LIMITATION OF DAMAGES

8.1 Indemnity. To the fullest extent permitted by Washington law, each party is responsible for claims, damages, losses, and expenses to the extent caused by that party's own negligence, willful misconduct, or breach of the Agreement. Nothing in this section requires either party to indemnify the other for the other party's sole negligence.

8.2 Consequential Damages. To the extent permitted by law, Owner and Contractor waive claims against each other for indirect or consequential damages such as lost profits, lost business, or loss of use that are not the direct and foreseeable cost of repairing covered damage. This limitation does not apply where prohibited by law.

IX. SUSPENSION AND TERMINATION

9.1 Contractor Suspension / Termination. Contractor may suspend or terminate Work for material nonpayment, unsafe conditions, denied access, Owner interference, or another material Owner breach after reasonable written notice and opportunity to cure when cure is reasonably possible. Contractor is entitled to payment for Work performed, materials ordered or supplied, approved changes, and reasonable demobilization or cancellation costs.

9.2 Owner Termination for Cause. Owner may terminate for Contractor's material breach after written notice describing the breach and a reasonable opportunity to cure. Owner remains responsible for amounts properly earned through the effective termination date.

9.3 Owner Cancellation for Convenience. After Work has been scheduled or commenced, Owner may cancel for convenience by written notice. Owner shall pay for Work performed, nonreturnable or specially ordered materials, approved changes, and reasonable cancellation, restocking, and demobilization costs. Any rights Owner has under applicable consumer-cancellation laws are not limited by this section.

X. DISPUTE RESOLUTION

10.1 Good-Faith Resolution. Before filing suit, the parties will first attempt in good faith to resolve a dispute through direct discussion, except when immediate legal action is reasonably necessary to preserve lien rights, meet a statutory deadline, prevent irreparable harm, or pursue an undisputed payment.

10.2 Mediation. If direct discussion does not resolve the dispute, either party may request non-binding mediation in the county where the property is located. The parties will share the mediator's fee equally unless they agree otherwise. Mediation does not waive or extend any statutory deadline unless agreed in writing.

XI. GENERAL

11.1 Entire Agreement. The Estimate, these Terms, and approved written change orders constitute the entire agreement regarding the Work and supersede prior oral discussions about the same Work.

11.2 Governing Law and Venue. Washington law governs the Agreement. Venue for litigation shall be in a court of competent jurisdiction in the county where the property is located, unless applicable law requires otherwise.

11.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision will be enforced to the maximum extent permitted by law.

11.4 Electronic Signatures and Acceptance. Electronic signatures, electronic acceptance of an Estimate, and electronically transmitted copies may be treated as originals to the extent permitted by law. Owner's acceptance of the associated Estimate confirms acceptance of these Terms.

11.5 No Waiver. A party's failure to enforce a provision on one occasion does not waive the right to enforce it later.

11.6 Required Washington Notices. Residential construction and repair contracts may be subject to Washington contractor-registration, disclosure, lien, warranty, cancellation, and consumer-protection requirements. Any notices required by applicable law are incorporated by reference and will be provided when required.

ACCEPTANCE

By electronically accepting, signing, or otherwise approving the associated Rubumco Painting Estimate, Owner acknowledges receipt of and agrees to these Residential Painting Terms & Conditions. No separate handwritten completion of this document is required.