
CUSTOMER AGREEMENT

CUSTOMER (also referred to as “YOU” or CUSTOMER) and GENIUS PAINTING INC. a Georgia corporation, (referred to as “CONTRACTOR”, “US” or “WE”) AGREE AS FOLLOWS:

- 1) **CONTRACTOR SCOPE OF WORK** - Contractor agrees to serve as your contractor to oversee and manage the performance of work related to the improvement of the Customers home or property as described in Quote. Any area, structure, job or service not described in quote is not included in the total price of the quote.

- 2) **CUSTOMER WORK** - All work will be performed by Contractor, Contractor’s employees or Contractor’s subcontractors. Customer and Contractor agree that Customer must obtain written permission from Contractor prior to performing any Work. Prior to Contractor’s commencement of any Work on the Property, Customer agrees to remove all items out of the area(s) where Work will be performed which may interfere with the Work or be damaged during the course of the Work. Customer acknowledges and agrees that Contractor shall not be liable for any and all damages to such items.

- 3) **PAYMENT TERMS** – (a) The Total “Price” amount due for the “Work” agrees to be paid as follows. Fifty percent (50%) at the time this agreement is entered into, and the remaining balance due upon receipt of notice by Contractor that the work is complete. (See section 15 and 16 regarding work completion and payment obligation). (b) If Quote includes more than one project (referred to as “PHASE”) within Quote -e.g., interior painting, cabinet resurfacing, deck staining, etc. the total amount due for the “Work” agrees to be paid as follows. Fifty percent (50%) at the time this agreement is entered into, and payment of the remaining work shall be made at the completion of each “phase”, along with fifty percent of the remaining phase(s) total. Sections 15 and 16 of this Agreement apply to each phase completion.

- 4) **DOWN PAYMENT/DEPOSITS** - Customer understands that any money paid to Contractor as a deposit is to be applied to Contractor’s cost to complete the Work (“Contractor Deposit”). In the event Customer terminates this Agreement pursuant to Notice of Cancellation, such funds shall be returned to Customer within (10) ten business days following the Notice of Cancellation.

- 5) **COLORS, SHEENS AND SHEET-ROCK** - Quote includes one color choice for each item quoted, -e.g., walls, ceilings, trim, siding, etc. unless otherwise stated in quote. Change of sheen counts as one color. A \$250 charge will be added to Quote for each additional color and/or sheen change. Color(s) and sheen(s) must be chosen by Customer prior to commencement of work and listed on the Customer Checklist and/or Quote. Contractor does not provide any opinion on color(s) or sheen(s) chosen as this is a personal preference of the Customer(s). Contractor is not responsible if Customer(s) does not like color(s) and or sheen(s) under any

circumstance. Unless otherwise stated, Quote does not include fixing any sheet-rock imperfections and Contractor is not responsible for fixing said imperfections as these are not due to paint performance or craftsmanship. If, after job commences, a color or sheen change is requested by Customer(s), Contractor shall charge for all additional labor and materials incurred for color and/or sheen change.

6) **PRESSURE WASHING** - Pressure washing will be performed only on area(s) where painting will occur. If for any reason, pressure washing is performed by Contractor and Agreement is cancelled, Contractor shall invoice for pressure washing services and Customer must pay invoice within 24 hours. 2,000 sq ft or less \$350; 2,001 - 4,000 sq ft \$550; 4,001 sq ft or more \$600 and up.

7) **CHANGES TO THE WORK (CHANGE ORDERS)** - Contractor's obligation under this Agreement cannot be changed unless they are changed in writing and stated on Quote or Invoice ("Change Order"). Customer acknowledges that Change Order will be in conjunction with this Agreement. Payment for the Change Order work is due upon execution of the Change Order. Contractor may, in Contractor's sole discretion, require Customer to provide an additional deposit towards increased cost associated with the Change Order. Contractor shall have the right to all Work at such time as a change is requested or required until such time as the Change Order is executed to Customer. Contractor has an absolute right to reject any request Change Order for any reason.

8) **REMEDIES** - In the event of Customer's default of this Agreement, interest will accrue on unpaid amounts at the rate of 1.5% per month, or if lower, the highest amount allowed by law. In the event that Contractor incurs cost or attorney's fees to enforce this Agreement's terms, such amounts will be in addition to any amounts owed by Customer to Contractor. If contractor does not receive any payments due under this Agreement's terms, Contractor may stop Work without further notice and seek available remedies. Contractor shall be entitled to all payments due up to the time Work is stopped, and for all losses sustained by the Contractor, including but not limited to, materials, machinery, equipment or tools, overhead, lost profit, soft costs and damages. Contractor will retain title to all machinery and materials if this Agreement is cancelled, this includes a situation in which Customer attempts to improperly terminate the Agreement after any insurance proceeds have been determined but construction had not commenced. Contractor is hereby granted a license to enter the Property to remove such items upon termination of this Agreement. If Work has stopped for any reason for more than fourteen (14) days, Contractor may terminate this Agreement and recover pursuant to this Agreement. If Customer defaults in any manner under this agreement, Contractor will have the right to (1) terminate this Agreement, and (2) retain all deposits, fee and progress payments Customer has made, and (3) take legal action to recover from Customer payment for all Work completed, and for all losses sustained by Contractor on all materials, machinery, equipment or tools, overhead, soft cost, profit and damages, and (4) place liens upon Property for payment of any amounts owed, and (5) foreclose any liens placed on the Property if the amounts due including costs and interest, are not paid in full. Contractor's exercise of any remedy shall not preclude the exercise of the other remedies available to Contractor. The remedies contained in this Agreement may be used concurrently and are in addition to any other remedy which may be available to Contractor at law or equity.

9) **TIME DELAYS** - Due to the nature of our work, Contractor cannot have other trades present during the prep and painting process. If Work is delayed due to other trades being present during this time, additional labor cost of \$200 per hour will occur. Additional cost will be added to Customers invoice(s). Customer agrees that Contractor is not responsible for delays in completion of the Work due to but not limited to weather, strikes, war, terrorist attacks, shortages or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond Contractor's control. If the cost of materials or labor increases during any such delays, Contractor may require that Customer(s) pay such increase costs or terminate this Agreement after paying Contractor for all Work completed to the date of termination and for all materials which cannot be returned. Customer will not be entitled to any remedy for Contractor's failure to start or complete the Work in any particular time. Customer understands that delays caused by Customer, Customer's lender or Customer's insurance company may cause additional delays on the part of Contractor due to unavailability of labor or subcontractors. **Labor Only Projects:** If work is delayed due to the need of any materials an additional charge of \$200 per hour will be added to invoice due to increased labor cost. Said charges will only be applied if crew is onsite when materials are or become unavailable. Contractor will do our part to notify customer with enough time if additional materials are needed.

10) **CONCEALED CONDITIONS** - This Agreement and the Price are based solely on the observations of Contractor at the time of entering into this Agreement. If additional concealed conditions are discovered once the Work had commenced, which conditions were not visible at the time of entering into this Agreement, Contractor will identify the unforeseen conditions, and Customer and Contractor will agree to review whether or not to execute a Change Order for any additional work. If Change Order is executed, Customer will be responsible for all additional costs and time for work due to concealed conditions. Such conditions may also extend the time for completion of Contractor's Work under this Agreement.

11) **PROJECT FINANCING** - Contractor does not get paid for project until Customer notifies financing company of project completion. Customer is responsible for paying Project Total out of pocket to Contractor until Contractor has received funds from financing company. Once Contractor has received funding from the finance company, Customer is then responsible for making all payments directly to the financing company the project is financed through minus any down payment (if applicable). Down payments must be paid directly to Contractor.

12) **CUSTOMER SITE VISITS** - Because of hazards which maybe on the construction site during construction and the potential to interfere with the Work, Customer is encouraged to enter into the construction area only after first consulting with Contractor. During the time of construction on the Property, conditions will exist that will be hazardous to Customer and Customer's family, friends, and guests. Customer waives all claims against Contractor and agrees to indemnity, defend and hold Contractor harmless for injuries or damages that Customer or any member of Customer's family, friends or guests may suffer while on or around the Property during construction.

13) **SUBCONTRACTORS** - Contractor may use subcontractors and suppliers to complete the Work. Subcontractors will be chosen by the Contractor only. Customer agrees not to hire any of Contractor's subcontractors or suppliers to do any work or supply any materials, except upon written agreement signed by the Contractor. Customer agrees not to interfere with, discuss with, interrupt or provide instruction to any contractor or subcontractors working on the Property.

14) **CUSTOMER'S THREE-DAY RIGHT TO TERMINATE** - CUSTOMER IS ADVISED THAT IF WORK HAS NOT YET COMMENCED, CUSTOMER MAY TERMINATE THIS AGREEMENT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING. CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED SUCH NOTICE PURSUANT TO THIS SECTION AND PURSUANT TO THE RIGHT OF RECISSION ATTACHED HERETO. TO CANCEL THIS AGREEMENT, CALL 770-870-0538 TO SPEAK WITH AN EMPLOYEE OR SEND AN EMAIL TO INFO@GENIUS-PAINTING.COM. **Liquidated Damages.** Customer acknowledges that this agreement constitutes an enforceable contract and that in reliance upon the representations and terms herein, Contractor shall incur substantial time and resources toward the completion of the work authorized herein, which may or may not involve physical work at Customer's property. Customer acknowledges that such expense cannot be reasonably ascertained at any specific time, and as such, Customer agrees that if Customer terminates this Agreement prior to Contractor's commencement of any improvements to your property, in addition to any other damages Contractor shall be entitled to, Customer shall pay Contractor, as liquidated damages and NOT as a penalty, the sum of \$500 immediately upon demand.

15) **COMPLETION DAY** - Customer or a trusted party of the Customer must be present on project completion day to complete an inspection and detailed walk through with Contractor or any of Contractor's employees or subcontractors. Customer must point out any items that they believe needs to be corrected according to this agreement. If Customer or Customer's trusted party is not available on completion day, Contractor will come back for one-time touch-ups within seventy-two (72) hours and correct any items according to this agreement. If Customer is not available within seventy-two (72) hours, Customer forfeits all rights to receive project touch-ups at agreement price. If Customer still desires Contractor to complete touch-ups or more touch-ups are found after one-time touch-ups are completed, a minimum \$350 fee applies.

16) **PAYMENT UPON COMPLETION AND RETAINAGE RIGHTS** - Customer must pay any outstanding amounts withheld from Price in accordance with this Agreement upon notice by Contractor that the work is complete. Should the Customer believe that the Work is not complete, Customer must communicate and document the belief via email to info@genius-painting.com or by phone call to 770-870-0538 within twenty-four (24) hours of receiving notice from Contractor that the work is complete. Customer shall retain no more than three percent (3%) of the Total and must provide Contractor with availability for inspection and walk-through within seventy-two (72) hours of Customer's notice of non-completion.

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17) **USE OF WATER AND ELECTRICITY** - Contractor or Contractors sub-contractors may use Customer's water or electrical source within reason as needed to clean and power tools and/or other items used to complete project.

18) **MISCELLANEOUS** - The invalidity, illegality or unenforceability of any provision, restriction, condition, reservation or any other part of this Agreement, in its entirety or as applied to particular circumstances shall not impair or affect in any manner the validity, legality, enforceability or effect of the remainder of this Agreement. This Agreement shall not be assigned by Customer, except with Contractor's prior written consent. This Agreement may be amended only by written instrument signed by both parties. The captions contained in this Agreement are for convenience only. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one Agreement. The electronic signature of any party of Quote shall be sufficient for all purposes and apply to this Agreement. CUSTOMER AGREES THAT THIS AGREEMENT IS SUBJECT TO APPROVAL OF A CORPORATE OFFICER OF THIS COMPANY, AND UPON REVIEW OF THE DETAILS OF THE AGREEMENT, INCLUDING THE PRICE, MEASUREMENTS OR ANY OTHER FACTORS, THIS COMPANY MAY DECLINE TO APPROVE THIS AGREEMENT, AND DECLARE THE AGREEMENT NULL AND VOID AT ITS OPTION, AT WHICH TIME ANY DEPOSIT MADE BY CUSTOMER WILL BE PAID IN FULL TO CUSTOMER.

19) **EXECUTION OF AGREEMENT**

(When Signing Quote, The Signature Acknowledge That The Recipient Has Received, Read, Understands and Agrees to Each Provision Provided in the Customer Agreement and Understands Customer Agreement is in Conjunction with Quote)