



We proudly feature Sherwin-Williams paints and stains.

Exterior Proposal

Job #: JOB-1281-5294

Date 10/28/2020

PREPARED FOR

Test Account

XYZ Condominium Exterior Back Deck Staining

📍 Condominium Address
Near Boston, MA 02134

☎ (617) 000-0000

✉ testemail@emailaddress.com

PREPARED BY



☎ 781-831-2255
✉ lnejame@certapro.com

Lou NeJame
Franchise Owner

CertaPro Painters of the South Shore of Boston

(339) 469-1815
LNejame@certapro.com
<http://boston-south-shore.certapro.com>
137 Weymouth Street
Rockland, MA 02370

Contractor License: Massachusetts 146872
Full Worker's Compensation Coverage
Full General Liability, plus \$5 million Umbrella Policy

PRICE SUMMARY

Base Price:	\$20,000.00
Subtotal:	\$20,000.00
Total:	\$20,000.00
Deposits Due	\$5,000.00
Balance	\$15,000.00

PROJECT SUMMARY

Project details:

Deck stain:

Brand: Benjamin Moore
Grade: Arborcoat Exterior Solid Stain
Color: Mahogany
Coats: 2 coats for each deck

Railings option:

Brand: Benjamin Moore
Grade: Regal Select Exterior Paint
Color: White
Sheen: Semi Gloss

of Coats: 1

PROJECT DETAILS

SET-UP

CERTAPRO WILL COVER & PROTECT

Driveway , Flower beds , Walkway , Deck , Bushes , Foundation , Surfaces not to be painted ,CertaPro will help residents move furniture and grills off of the decks if necessary.

CERTAPRO WILL

Perform carpentry as specified ,There are three decks that have been identified as needing 3 mahogany deck boards replaced. This carpentry is included in the price of the quote. Any further carpentry that is found to be needed will be an additional charge.

EXCLUSIONS

Anything else not specified in the proposal , Carpentry , Clapboards , Doors

Setup includes - establishing a staging area for supplies, paint and ladders. We will protect the ground with a drop cloth below wet materials and determine a safe location for ladders off the grass.

PREPARATION

- Power wash proposed items
- Scrape all loose and peeling paint

Here are the levels of exterior surface preparation we offer:

EXTERIOR LEVEL 2 – BASIC PREP

With this level of surface preparation, good adhesion & finish are of primary concern. Used for resale and RRP protocol.

For homes without lead paint: Level 2 surface preparation includes the following which addresses all "major" flaws.

1. **Wash & rinse proposed areas with detergent** to remove mold, mildew and surface dirt. Washing is done by powerwasher or by hand.
2. **Caulk as needed - includes but not limited to around window, door frames, large cracks in clapboards.** This includes filling in where the caulk is missing/cracked (but does not include hairline cracks). It does not include removing and replacing caulk.
3. **Scrape loose paint with a scraper** until a firm edge is reached. Sanding not included at this level.
4. **Prime bare wood** to seal & protect it.

For homes with lead paint: We'll be following all EPA RRP guidelines during our prep phase, and are certified to do this. Broadly, this means:

1. Ground will be covered with an impermeable material (plastic) extending 10' from the house on sides we're working. Please note this may "burn" grass on a sunny day but is unavoidable. Plastic will be picked up every day.
2. Prep to wood portions (Soffits, Portico, Wood Window Frames) will be a thorough scrape of all loose and peeling paint - no sanding is to occur to wood portions of the house.
3. Clean up of all paint chips manually or with a HEPA vacuum.
4. Family will not be allowed to walk through the work site while prep is in progress. We'll coordinate which sides we'll be working on on a given day to minimize impact on the family.
5. We'll work a side at a time on prep and very efficiently to get through the RRP phase of the project as efficiently as possible.
6. Following Prep, and once we're done "breaking" paint - this becomes a normal job site and we won't need to cover ground etc.

EXTERIOR LEVEL 3 - STANDARD PREP - **This is the level at which your project has been quoted.** If you would like higher prep level, let us know & we can add that to the quote (see levels 4 & 5 below).

Level 3 is the standard level of preparation we perform on exteriors. It addresses all major flaws and some minor flaws and includes "level 2" plus:

Sanding and feather sand to scraped areas. We use a combination of heavy duty power sanders and hand sanding. This does not leave the surface completely smooth.

EXTERIOR LEVEL 4 - UPGRADED PREP (Additional price quoting needed for this level - please let us know):

Level 4 is a step up from Level 3 without going as far as total paint removal. This level can be performed on the any part or whole of the entire exterior if you want a smoother look and includes:

1. **Heavy and light sanding to rough edges.** We first go over rough areas with heavy grit paper, then we re-sand those same areas with lighter grit paper. This makes for a smoother surface.
2. **Fill hairline cracks with caulk.**
3. **Remove and replace all caulk that is old and rough** to make the edges of the trim much cleaner.
4. **Can be done in just high visibility areas** such as the first story or front door.

EXTERIOR LEVEL 5 - COMPLETE PAINT REMOVAL (additional price quoting needed for this level - please let us know):

This includes full paint removal and starting from scratch. This is recommended only in high visibility areas since it adds a lot of cost to the project. This level is often applied to front and garage doors, door frames and window sills and includes:

1. Total removal of paint to bare wood.
2. Sanding entire surface until smooth (similar in Level 4 preparation above)
3. Fill all holes and cracks with wood filler.
4. Recaulk all seams.
5. Prime entire surface with primer and light resanding after primer is applied.

CLEAN-UP

Daily: Ladders are taken down and stored in the shed by the pool house along with all other tools, equipment and supplies. All debris will be cleaned as best as possible and removed from the property.

Upon Completion: All tools, supplies & equipment will be removed & a thorough clean up will be done.

During the washing phase there is a possibility we will remove existing coatings and paint chips. We will do our best to clean the larger pieces immediately after the wash, however wet paint chips are difficult to pick up. We will do our best to clean up the remaining paint chips during the next phase of the project when they are dry.

NOTES

HOW TO GET STARTED:

- Contact your salesperson or our office at BostonOA@certapro.com or **339-469-1815**.
- To get on our schedule: Mail us your 25% deposit check and signed contract to **CertaPro Painters, 137 Weymouth Street, Rockland, MA 02370**. Refunds for deposits will only be given prior to one week before your anticipated start date and before we've bought supplies for your job.
- Email your colors to BostonOA@certapro.com before we start.
- We'll contact you before the start of project to ensure all information is up to date and accurate.
- On the last day of the project, we'll walk around with you so we can address any touch ups.
- We accept checks & cash and final payment can be given to your Job Site Supervisor on the last day of the project. The price you have been quoted is based on a 3% discount. If a credit card is used, 3% will be added to the total contract amount listed.
- Accounts not paid within 30 days of the full completion of the project, are subject to a 1.5% monthly finance charge.

THE LEGAL STUFF:

- Registration: All home improvement contractors must be registered and any inquiries about a contractor relating to registration should be directed to the Office of Consumer Affairs Business Regulation Home Improvement Contractor Program-501 Boylston Street, Ste. 5000, Boston, MA 02116; (617) 973-8787.
- Once your deposit is received, we will email you to schedule your start date. Because of weather on exterior projects, it is impossible to give an exact start date. The email or letter, if the client doesn't use email, will amend this contract by adding the anticipated start and end dates.
- No work can begin prior to the signing of the contract and both parties receiving a copy of the contract and CertaPro Painters' receipt of the 25% deposit check. **We will collect another payment of 25% when the project is halfway done.**
- Any building permits required will be secured by CertaPro Painters as the Client's agent. Owners who secure their own permits will be excluded from the Guaranty Fund provisions of MGL chapter 142A. Required permits are listed on this contract.
- CertaPro Painters' Federal Tax ID is 13-4005453.
- The contractor and client hereby mutually agree in advance that in the event that in the event the contractor has a dispute concerning this contract, the contractor may submit such dispute to a private arbitration service which has been approved by

the Secretary of Executive Office of Consumer Affairs and Business Regulation and the consumer shall be required to submit to such arbitration as provided for in MGL C.142A.

- Force Majeure: CertaPro Painters shall not be liable for or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or inclement weather restrictions, or any other cause whatsoever beyond the control of CertaPro Painters.
- Right to cancel: You have the right to cancel your contract if you signed the agreement in your home or at a place other than the contractor's place of business by sending written notice to the address listed above within three (3) business days of signing the contract.
- By paying your deposit the customer acknowledges the the contract is approved.
- By paying your final payment, the customer acknowledges that the contract has been fulfilled as complete.
- DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.
- This contract and pricing expires 6 months from the date it was written.

ADDITIONAL NOTES

COLOR HELP: After we receive your deposit, we have a designer on staff that can meet with you in your project for 1 hour. This is a free service to our customers.

PAYMENT TERMS: A 25% deposit will secure your place on our painting schedule. Another 25% is due upon completion of 50% of the project. The final balance or payment in full is due upon full completion of the project. We are a small business who depends on prompt payments. If a balance is unpaid for more than 10 days after completion, your account may be referred to a collection agency or an attorney to commence collect proceedings. The Client will be responsible for all costs of collection, including costs of hiring a collection agency (which are often 30% of the unpaid amount), court costs and attorneys' fees. Your warranty is not valid until the project is paid in full.

SIGNATURES

Authorized Franchise Representative Signature

Date

PAYMENT

EZpay Option: None

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

OPTIONAL WORK

The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Area	Paint	Sheen	Color	Coats	Price
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Railings/spindles/deck skirts washed and painted with one coat of white paint on all 110 decks	Regal Select-Acrylic	Semi-Gloss	White	1	\$6,000.00
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Painting of the railings, spindles and deck skirts on all 110 decks while we are staining the decks. Optional price includes: 1. Powerwashing the railings at the same time we are washing the decks. 2. One coat of Benjamin Moore Regal Select Exterior Paint in white satin sheen.

ADDENDUM - ALL PICTURES



One deck per every 2 units will be powerwashed, stained and sealed

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 the South Shore of Boston**

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.