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LIMITED TWO-YEAR PAINTING WARRANTY



Subject to the limitations set forth below, for a period of two years from the date of completion of the work described on the front of this contract, the Independent CertaPro Painters® 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, alterations, 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 this 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 canceled 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/her workers 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 OR 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 sending an email to customersforlife@certapro.com or calling the number listed on the front of this Contract or 800.462.3782.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257	FAX (A/C, No): (207) 774-2994
	E-MAIL ADDRESS: info@clarkinsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED IDK Ventures dba CertaPro Painters of Maine 740 Stroudwater Street Westbrook, ME 04092	INSURER A : Continental Western Insurance Company	10804
	INSURER B : Acadia	31325
	INSURER C : Maine Employers Mutual Ins Co	11149
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5557272-10	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5557294-10	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5559558-10	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	1810121086	6/30/2023	6/30/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER <p style="text-align: center;">For Office Use Only</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

United States Environmental Protection Agency

This is to certify that



IDK Ventures, Inc. dba CertaPro Painters of Maine

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 27, 2025

NAT-F216307-1

Certification #

July 13, 2020

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



RESIDENTIAL SERVICES TERMS & CONDITIONS



INITIAL DEPOSIT & FINAL PAYMENT

A deposit payment of one-third (1/3) of the total contract value is due no later than when CertaPro Painters® of Maine provides you an estimated start date. Your balance will be due in full upon project completion.

PROGRESS PAYMENTS

A progress payment equal to the value of work completed may be required for projects that extend (14) calendar days beyond the start date, regardless of reason for extension or delay. Requirement for progress payments will be at the sole discretion of CertaPro Painters® of Maine.

LATE FEES AND COSTS OF COLLECTION

Late charges of 1.5% monthly/18% annually will be assessed for all late payments. In the event that any payment remains unpaid and due ninety (90) days after billing, customer shall also be liable for all costs of collection, including attorneys' costs and fees, and the hourly cost to contractor for employee time expended in collection efforts.

PAYMENT METHODS

We accept checks, credit cards and ACH payment. If paying with check, please provide check made out to CertaPro Painters® of Maine to the Job Site Supervisor assigned to your project. If paying by ACH or CREDIT CARD, go to <https://certapro.com/maine/pay-now/>. You may also call (207) 878-5935 to make payment.

MAINE HOME CONSTRUCTION CONTRACT ACT

CONSUMER INFORMATION. The Home Construction Contracts Act requires the Contractor to include the following statement in all residential construction contracts: CUSTOMERS ARE STRONGLY ADVISED TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO OBTAIN CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING A HOME AT:

http://www.maine.gov/ag/consumer/housing/home_construction.shtml

OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 State House Station, Augusta, Maine 04333 1-800-436-2131. Notwithstanding the provision of the Home Construction Contract Act that requires the Contractor to attach a copy of the Attorney General's consumer protection information sheet on home construction and repair, the Owner agrees to obtain an up-to-date copy of that statement from the Attorney General's website and agrees that a copy of that statement will not be attached to this contract as an addendum.

ACKNOWLEDGMENT. The Owner acknowledges that the State of Maine Home Construction Contracts Act, 10 M.R.S.A. §§ 1486 et seq., requires all contracts for construction affecting owner-occupied one- to four-family residences in Maine to be in writing, unless the value of the work is less than \$3,000.00. The Act requires certain provisions to be included in all such contracts, unless the Contractor specifically informs the owner of the provisions of the Home Construction Contracts Act and the parties mutually agree to a contract which does not contain the provisions required under the Home Construction Contracts Act. Therefore, by signing this contract, the Owner acknowledges that it has been informed that this contract does not comply with the provisions of the Home Construction Contracts Act as set forth below and, nonetheless, agrees to be bound by terms of this contract.

CHANGES IN THE WORK. Any alteration or deviation from the above contractual specifications that results in a revision of the contract price will be executed only upon the parties entering into a written change order.

INSULATION AND ENERGY STANDARDS. The Owner acknowledges that the Work will be performed in accordance with the Contract Documents and that the Work will include the insulation specified in the Contract Documents and may or may not meet the energy standards established by State of Maine. Nonetheless, the customer waives the provisions of the Home Construction Contracts Act that require certain disclosures related to insulation and energy standards and specifically waives any requirement that the Contractor provide the disclosures required under 10 M.R.S.A. §§ 1481, et seq, and/or any requirement to make a statement of compliance or noncompliance with the provisions of 10 M.R.S.A. §§ 1411, et seq.

MAINE HOME CONSTRUCTION CONTRACTS ACT WARRANTY. The parties acknowledge and waive the warranty language provided in 10 M.R.S.A. § 1489, and in lieu of the same, rely on the warranty provided by contractor in this contract.

DISPUTE RESOLUTION. The parties waive their right under the Maine Home Construction Contracts Act to select between binding arbitration, non-binding arbitration, mediation with a neutral mediator or none of the preceding and agree, if a dispute arises out of or in connection with the Work or this contract, to resolve any dispute arising from or related in any way to this contract through binding arbitration. The parties further agree that mediation shall be condition precedent to binding arbitration. Nothing in this paragraph shall be construed to preclude the Contractor from taking any steps necessary or required for the perfection or preservation of its mechanics lien rights under Maine law.

