

Perfect Refinishing LLC

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Warranty - Service Agreement - Terms - Disclosures - Conditions - Liability Waiver

Refinishing Services -5 Year Limited Warranty. **PLEASE REVIEW THE ENTIRE AGREEMENT!!!!!!**

WARRANTY PERIOD: (5) FIVE YEARS: By requesting, confirming, or proceeding with an appointment, the Customer acknowledges that they have read and agree to the Warranty and Terms Agreement, including the cancellation and no-show policy. Such acknowledgment and agreement shall be effective **regardless of whether this document is physically signed** by the Customer. Warranty covers the failure of adhesion of the Primer or Finish Coat, to the original consumer, during normal residential use. Warranty covers **ONLY** owner-occupied housing (Non-Rental). Any scratching, deterioration of the glossy finish or staining over time due to usage, cleaning practices or water conditions will be considered to be normal wear and tear. Normal wear and tear are not covered under this Warranty.

For the first two (2) years the repairs are made **FREE OF CHARGE****. During the remaining of the Warranty period, there will be a charge of 50 % of current cost for the required service**. Please note, non-payment of any portion of the amount due for the work performed will void this Warranty.

Payment is due and to be paid on the day the job is completed. If payment is not received on the day the refinishing work is completed, a late fee of \$100.00 per day will be applied until full payment is received, unless alternative payment terms have been agreed upon in writing prior to the commencement of the work. If any refinishing work has commenced but is not completed, payment for the portion of work completed as of that date shall be due and payable on the same day.

There is a \$100.00 returned/cancelled check fee. A \$350 cancellation fee will be charged for: (a) cancellations made less than 48 hours prior to the scheduled appointment, or (b) failure to be available at the scheduled appointment time (no-call/no-show).

Customer acknowledges that appointment times are reserved exclusively and that last-minute cancellations result in lost business opportunities. The cancellation fee is a reasonable estimate of such loss and is not a penalty. For refinishing or repair jobs totaling \$1,000.00 or more, a non-refundable down payment of 25% may be required and shall be due at the time of booking. Final payment acknowledges Customer's acceptance of the work and inspection for quality of workmanship.

For any payment not received when due will carry interest at the rate of 25% (twenty five percent) for each year from the date the payment becomes past due. The prevailing party in any litigation arising out of non-payment of work performed under this Agreement will be entitled to all expenses (including reasonable attorney fees) in connection with such litigation. Perfect Refinishing, LLC is entitled to recovery from the undersigned Customer all reasonable attorney fees and expenses it incurs in attempts to collect any past-due sums from Customer or its guarantor(s) arising from this Agreement.

Customer is responsible for cleaning the bathroom before the refinishing job, including the bathtub, surrounding walls, and ceiling, especially if the bathroom is/was under construction. This will decrease the chance of any dust or particles landing on the finished coating. We cannot prevent dust from settling onto the newly refinished surface, as we are not working in a 100% dust free environment. Regular cleaning for at least 4 to 6 weeks will remove or make the dust particles less noticeable. Customer is responsible for the removal and/or repair of any excess dust or particles that land on the finished coating after the refinishing job has been completed. **Do not pick or try to remove particles as this may damage the surface.**

Tubs with corrosion or rust problems will be repaired to the best of our ability. It is impossible to cover against any future corrosion or rust problems that may occur. There is no guarantee that a color selected by the customer for a refinishing project will match the color of existing fixtures (i.e., Toilet, Sink, Walls). Failure of adhesion of the primer or finish coat on wall tile or grout lines (due to recessed grout lines), is not covered under this Warranty and is subject to a repair charge. Countertop coverage does not include laminate lifting off the substrate or backsplashes separating from the countertop.

Items NOT covered under Warranty: floors; sinks; tubs/showers with rust or corrosion; spot, chip, or hairline crack repairs; soap/towel holders; nor refinished products in Commercial or Rental Properties.

This Warranty is subject to the following Conditions:

1. Warranty is not transferable, null and void if property is sold.
2. Maintain the care instructions listed on the receipt.
3. Damage caused by direct impact from an object that caused the surface to chip or crack, either accidentally or intentionally, is subject to repair charge.
4. Do not use bath mats with suction cups.
5. Never use abrasive cleaners on any refinished surfaces (SOS pads, Comet, Ajax, Tilex, Soft Scrub, or scrub pads). Avoid cleaners that contain Bleach, citrus or any type of abrasives.
6. Do not bathe animals in the tub, as their claws may scratch or chip surface.
7. Stains caused by hair dyes, chemicals or rust, are not covered by this warranty, any attempt to remove or repair, would be subject to repair charge.
8. It is the Customers responsibility to maintain caulking where refinished tub meets tile walls.

NAME _____ SIGNATURE/DATE _____
(FIRST/LAST)

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9. It is the Customers responsibility to repair continuously any leaking/dripping faucets. Any leaking faucets should be repaired by the Customer before the refinishing work.
10. Cracks or splits that appear in the refinished surface or grout lines are not covered under this Warranty if there is any movement in the substructure of the surface that consequently causes movement in the refinished surface.
11. Perfect Refinishing is not responsible for repairing or restoring previously painted or finished surfaces (including but not limited to walls, wallpaper, or refinished tile walls) after the current job is completed. Any minor modifications or touch-ups needed afterward, such as tape lines or paint touch-ups, will be the responsibility of the Customer.
12. The Customer is responsible for ensuring that all bathroom and bathtub-surround tiles are secure prior to the refinishing job. The Customer also assumes responsibility for repairing or replacing any tiles that may loosen or detach from the wall during or after the refinishing process.
13. There is a minimum service call fee of \$125.00 for any items not covered under warranty. Perfect Refinishing reserves the sole right to make the final determination as to whether any damage or issue is covered under the warranty. Due payable at the time of visit.
14. The Customer is solely and fully responsible for the selection of color(s) for the refinishing job, including both stock and custom-ordered colors. **All color selections are final and binding.** Under no circumstances will refunds, credits, reapplications, adjustments, or compensation of any kind be issued due to dissatisfaction with, or changes in, color choice once selected.
15. The residence (house, condominium, townhome, apartment, etc.) where the refinishing work is to be performed **must have a functioning air conditioning system, active electricity, and running water in the bathroom** at the time of service. **It is the Customer's responsibility to ensure that these utilities are active and available.** If the required utilities are not available upon arrival, Perfect Refinishing reserves the right to cancel or reschedule the job at its discretion. In such cases, the Customer will be charged a **minimum \$125 service call/rescheduling fee**, and additional charges may apply depending on the location of the job.
16. The Customer is responsible for removing all personal items (including, but not limited to, bottles, rugs, curtains, pictures, and accessories) from the bathroom prior to the scheduled refinishing appointment. Perfect Refinishing is not responsible for damage to items left in the work area.
17. Perfect Refinishing does not remove or reinstall any plumbing fixtures, shower doors, or tracks. Reinstallation of any fixtures, hardware, or accessories (including, but not limited to, overflows, drains, faucets, handles, or similar parts) shall be the responsibility of the homeowner, realtor, property manager, or their representative after the refinishing job has been completed. If the Customer requests that Perfect Refinishing return to reinstall any fixtures after the refinishing job has been completed, a **separate service fee will apply**. The fee amount will depend on the location of the job and will be confirmed prior to scheduling the return visit. Any damage or issues resulting from improper reinstallation of fixtures by the Customer or their representative will **void the warranty** for those areas.
18. Any fixtures that are either gold, oil rubbed bronze, or brushed nickel are recommended to be removed by the Customer due to possible damage. If the fixtures are not removed, Customer assumes all responsibility for any damage.
19. **Recommended cleaning agents:** Dawn dishwashing liquid, Formula 409 All-Purpose Cleaner, and Simple Green. Always use a soft sponge or cloth. Do not use drain cleaners or harsh/abrasive products on the refinished bathtub surface. Any abuse, misuse, improper cleaning, or accidental damage will void this Warranty. It is the Customer's responsibility to inform all household members, tenants, or other users of the property of these cleaning and maintenance requirements.
20. **Safety Disclaimer:** Customers are advised to use caution when entering or exiting the tub or shower. Perfect Refinishing LLC shall not be held liable for any slips, falls, injuries, or accidents occurring under any circumstances.

In the event that a tenant, homeowner, or any individual on-site exhibits violent, threatening, or aggressive behavior during the course of a refinishing job, we reserve the right to cease work and vacate the premises immediately. In such cases, payment for all work completed up to that point shall remain due and payable in full.

Finish needs at least 24 Hours to cure in bathrooms. Customer is responsible for removing all of the masking and tape from the walls after 24 hours of completion of the refinishing project.

****Custom Color ordering charge will apply, IF your tub/tiles/shower/countertop was refinished in a Custom Color.**

Your signature below indicates that you have read, understand, and agree with all of the Terms and Conditions in this document.

NAME _____ SIGNATURE/DATE _____
(FIRST/LAST)