

**Service Agreement – Disclosure – Terms – Conditions – Preparations – Limited Warranty – Please Read Carefully**

**Preparation:** Clean area and ceilings before our arrival this will reduce the chance of anything landing in the coatings. Customer is responsible for the cost to remove (repair) any foreign object or excess dust that lands on finished surface after the job has been completed. Remove all loose items prior to our arrival. This includes curtains, pictures, shower doors, mirrors, appliances, tables, accessories, or any rugs. If we remove or move any item, it is a courtesy only and any damages are the customer responsibility. If we assist you the customer and something is damaged in the move, we are not responsible.

**Protection from Over Spray and Dry Dust:** to protect the immediate area we must mask it. Masking Tape can pull up wallpaper or paint like finish. Please alert us to any areas of concern so we can be extra careful, however any damage caused by masking or removing masking is the customer's responsibility. You must cover all surfaces near and outside of the item to be refinished prior to our arrival to prevent light over spray or surface dust from landing on it. Clean area before we arrive. Any cost to remove over spray or dry dust outside the immediate area of the refinished item is the customer's responsibility and expense.

**Stripping:** Surfaces that have been painted or glazed before must pass tests for both proper adhesion and the original substrate and compatibility with the new coating. Any old coating that fails these tests must be removed with the use of a chemical paint stripper. This is referred to as a Chemical Stripping. Removal of this old coating will allow the new material to bond directly to the original substrate. If testing concludes that a proper bond exists between the substrate and the old coating, that surface will be prepared for the new coating. Wet and Dry sanding is used to remove the outer most layer of the old coating to produce a flatter, smoother surface to spray the new finishing material upon. This is referred to as Mechanical stripping. Both processes will require an additional charge of \$125/hr. Minimum of 1 hour per piece per man hour. The additional cost for other stripping needs will depend on the size and type of project.

**Colors and Surface Textures:** Our standard color is Pure White. Other colors require the mixing of pigments, so we cannot guarantee and absolute perfect match on any color as we all see colors differently. Colors and texture will vary from manufacture, so samples of the Colors and surface textures shown at time of bid should only be considered a guide. We strive to say as close as we can to all samples shown but due to the application process variations in color or textures may occur. Colors will be made once you provide us with the exact color match from any Sherman Williams location. If you are not present to approve colors, textures, or speckling, we are authorized to proceed without delay. Cost to change or reapply colors or change textures due to lack of presence by customer will be a customer expense. Countertop/tub resurfacing is a sprayed-on liquid product that cures to a solid conforming to your existing surface. Because each countertop/tub is individually hand crafted, variations in color and texture are an inherent part of the resurfacing process. Imperfections in the original counter/tub may show through and cannot be avoided. Any cost to fix the customers tub/countertop are customers' expense.

**Plumbing:** We are not licensed plumber. However, you authorize us to remove or loosen handles spouts, drain pieces, or overflow covers, or other plumbing hardware including shower doors if we determine it is necessary. In those cases, YOU THE CUSTOMER will be responsible for returning those pieces to their original position. Age or general decay of pipes or fixtures may make this impossible SO PLEASE CONSULT A LICENSED PLUMBER for any areas of concern. Repair any leaks prior to our arrival. If water leaks delay our work schedule, your deposit can be forfeited, or cancellation charges may apply. Any plumbing fixture installed or reinstalled by us is a paid courtesy and is not warranted. We are not responsible for any plumbing related damages under any circumstances.

**Paint and Wallpaper:** To protect the immediate area we must mask it. Masking Tape can pull up wallpaper or paint. Please alert us to any areas of concern so we can be extra careful. However, any damage caused by masking or removing masking is the customer's responsibility.

**Caulking:** caulking will be cut flush with the wall; we will not intentionally dig out the old caulking unless it comes out on its own. We will only re-caulk if the gap between the tub and wall is less than 3/8" wide. We will only apply our standard white caulking. If you have purchased or ordered a custom color, it will be the customer's responsibility to re-caulk when the tub is dry.

**Materials:** Refinishing fumes can be toxic, so we require that anyone concerned or Pregnant with any sensitivity or possible reactions to harsh solvent paint like Odeon remain out of the immediate area during and 24 hours after the Refinishing process. This includes any animals, fish, reptiles, birds, or pets.

**Scheduling & Access:** Our business hours are Monday through Friday 9:00 A.M. to 5 P.M. To get your deposit refunded or to eliminate charges for any reason to cancelling or changing your scheduled appointment must be received 4 days prior to original appointment, you will be responsible for a 50% cancellation fee of total the total. Any deposits are NON-Refundable. If we are detained by weather, shipping errors, illness, equipment failure, or job overruns, or circumstances beyond our control we will notify you as soon as possible to rescheduling. No refunds for these conditions. We are not responsible for any losses caused but these delays. Prior to our arrival arrange access to the property. Water and electricity are necessary. Delays caused by the lack of access, or no utilities present leave a workman idle, which will either lead to a charge equal to 50% of the job charge or forfeited refund. Terms: This is a service request contract. Payment is due and payable upon completion of the job or based on prior pay terms or all discounts are lost. We retain the Sole Final Legal ability to determine when a job is completed within the scope of the refinishing process. We accept CASH, CHECKS or CREDIT CARDS. On the final day of the job, plan to be present to inspect the work and area for cleanliness and render Final payment. Incidental repairs required to complete the refinishing processes are authorized. Final payment acknowledges customer acceptance, inspection for Quality of Workmanship and the surrounding area for cleanliness outside of masked areas. Legal: Should a legal dispute arise it is mutually agreed by all parties that any settlement be limited to a customer refund only or monies due us. This document is our entire Agreement. Any Change must be in writing and signed and dated by all parties. Customer agrees to Mediation as the sole remedy for any legal disputes.

LIMITED WARRANTY SUBJECT TO LONG TERM CARE & MAINTENANCE REQUIREMENTS BELOW

**Surface Conditioning:** Please do not use surface for a full 24 Hours. All newly refinished surfaces will have surface dust, which have settled into the new surface. There is no way to prevent this, as we are not working in a 100% dust free environment. DO NOT BE ALARMED, normal use and regular cleaning

will remove all minor surface dust marks and particles within in a few weeks. DO NOT TRY REMOVING ANY PARTICLES BY PICKING AT THEM.

1. Always wipe the surface to remove any excess water, especially if the area is subject to pooling. Do not use any abrasive cleaners on or near the refinished surfaces. Your new finish is easily cleaned with a mild liquid cleaner. The only approved cleaners to use are "Fantastic", "Formula 409", "Simple Green", "Dawn Dish Detergent". (It is always the responsibility of the customer to read all labels and follow instructions, it's recommended to try any product in an inconspicuous area to ensure the surface isn't affected). Even if the surface does not appear dirty clean it once a week with any of the above-mentioned cleaners. DO NOT USE "SOFT SCRUB", "COMET" or "AJAX".
2. Do not use any abrasive scrubbing pads, such as Scotchbrite, or any similar pad as this will scratch the new surface. A cleaning pad designed for cleaning Teflon surfaces works well.
3. The owner and user must maintain faucets and plumbing. Leaky faucets will erode the new finish, causing it to crack and wear out prematurely thus voiding the Warranty. Do not use refinished items for liquid storage or subject the surface to any dye.
4. Do not drop, drag any objects on the finish, which may cause it to chip, scrape or peel or mar the finish. Do not use any countertop as a cutting board.
5. Do not leave any bottles; spray cans, wet clothes on refinished surfaces for more than 24 hours. (Rust from shaving lotions cans or dye from labeling may stain surface if allowed to sit for long periods of time.)
6. Destruction of the surface may occur by using acid compounds such as drain openers or tile grout cleaners. All Harsh Chemicals should be kept away from the finish including hair dyes and nail polish removers and perfumes. Please keep toys from chipping bathtubs.
7. Use liquid soap or body washes as they rinse easily with water and help prevent bar soap residue. Do not place bar soap on any refinished surface.
8. Owner is responsible for all areas requiring protection must maintain caulking. Caulking and/or Grouting is not warranted.
9. Damage may occur to any refinished surface when exposed to extreme heat. Please keep hot objects away from the refinished item.
10. Do not use any bathmats. If we install slip resistant surface, YOU MUST STILL USE CAUTION when using the bathtub.

The slip resistant surface will only aid to prevent slips and falls and we are not responsible for any accidents, which may occur.

The Warranty on the refinished item is (5) Years on Residential Bathtubs, Showers, Vertical Wall Tile and Kitchen Cabinets. When using the Premium coating and (2) Years for the STANDARD coating in a Residential and 2 years on all Commercial and Rentals. NO Warranty on Counter tops, Sinks Vanities, Cultured Marble, Appliances, Kitchen Sinks. We further warranty your refinished fixtures will not, on its own, Chip, flake or peel for time stated. Scratching, deterioration of the glossy finish or staining over time due to usage, cleaning practices or water conditions will be normal wear and tear. This warranty

will not apply where the original porcelain has been removed, or the fixture had to have patchwork, or the surface has rust. The Warranty does not cover customer neglect, or for failure to comply with the care and maintenance listed above. Repairs caused by not complying with the above listed items will be the responsibility of the customer. Warranty requests must be made in writing and mailed to our office by regular mail. Upon receipt we will contact you immediately. No Repair request will be accepted by telephone. Scheduling repairs will be at a Mutual Convenient time. Repairs will be during normal business hours. A \$175 service fee plus repair cost shall be assessed for services not covered by this warranty. Movement or flexing resulting in cracks or splits on any surface including fiberglass or grout lines are not warranted. Tub Techs retains the sole ability to render a final decision when determining if the refinished item is covered by this Warranty. Contact us for repairs immediately, delays will void the Warranty, as it will cause the surface to peel or lead to other problems. All Warranties are considered NON-Transferable.

All correspondence should be mailed to:

Fitzgerald's Creative Coatings

3649 Pine Creek Rd Williamsburg, OH 45176