

LIMITED WARRANTY

WE HEREBY GUARANTEE THIS PAINTING PROJECT FOR A PERIOD OF **THREE YEARS** AGAINST PEELING, CHIPPING, BLISTERING OR EXCESSIVE CHALKING DUE TO A COATINGS FAILURE OR WORKMANSHIP. THIS GUARANTEE DOES NOT INCLUDE DAMAGES DUE TO 'ACTS OF GOD', HORIZONTAL (DECK) SURFACES, HIDDEN DAMAGE OR CONCEALED STRUCTURAL PROBLEMS WHICH MAY CONTRIBUTE TO PREMATURE FAILURE OF PAINT COATING. IF THE PAINT PROJECT FAILS, OWNER SHOULD NOTIFY THE CONTRACTOR IMMEDIATELY. CONTRACTOR WILL EITHER REPAIR FAILED AREA OR REPAINT ENTIRE PROJECT AT HIS OWN DISCRETION. REPAIR OR REPAINT WILL NOT COST THE OWNER ANY EXPENSES FOR LABOR. IF THE MATERIAL IS DEFECTIVE, SOLE RECOURSE OF THE OWNER IS WITH THE MANUFACTURER. AFTER THE FIRST YEAR OF SERVICE A MAXIMUM OF 1% FAILURE PER YEAR SHALL BE CONSIDERED NORMAL MAINTENANCE. THIS WARRANTY IS NOT TRANSFERABLE. CONTRACTOR DOES AGREE TO FURNISH WORKMAN'S COMPENSATION INSURANCE AS REQUIRED BY LAW, FOR ALL OPERATIONS PERTAINING TO THIS CONTRACT. ALL WORK WILL BE DONE IN A FIRST-CLASS AND WORKMAN-LIKE MANNER. ALL WORK TO BE COMPLETED WITHIN TIME AGREED, AND PENALTIES TO BE PAID IF TIME IS OF THE ESSENCE IN THIS CONTRACT. CONTRACTOR TO REMAIN CONSTANTLY ON JOB DURING PROGRESS OF WORK, AND HAVE A COMPETENT FORMAN AND SUFFICIENT MEN TO COMPLETE WORK IN TIME AGREED EXCEPT FOR DELAYS CAUSED BY 'ACTS OF GOD' OR OTHER UNFORESEEN OCCURRENCES BEYOND CONTROL OF CONTRACTOR. CONTRACTOR TO TAKE PROPER CARE OF ALL BUILDING MATERIALS, SIDEWALKS, CURBS, PLANTS LAWNS, WINDOWS, ETC... ON PREMISES, ACCORDING TO THE STANDARD PRACTICES OF THE TRADE. CONTRACTOR NOT TO ASSIGN ANY PART OF THIS AGREEMENT WITHOUT PERMISSION FROM OWNER/BUILDER. THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR AND THERE ARE NO OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OR MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES. THIS WARRANTY ALSO CONSTITUTES THE OWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR INCLUDING THE ALLEGED NEGLIGENCE OF CONTRACTOR AND CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED, DELAY DAMAGES, OR OTHER DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

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