- 1. The Homeowner(s) acknowledge(s) that all invoices for deposits, materials and services to be provided under the Quote are payable immediately upon presentation by Master Painting and Renovations, and the Homeowner(s) agree(s) to make all such payments without set-off or deduction of any kind whatsoever.
- 2. Master Painting and Renovations is not responsible for any permits that may or may not be required for the Renovation. Obtaining any and all necessary permits is the sole responsibility of the Homeowner(s).
- 3. Master Painting and Renovations guarantees the accuracy of their Quote once the Quote has been read, agreed upon and signed by both Master Painting and Renovations and the Homeowner(s), subject to the terms and conditions set out in this Paragraph 3. If the cost of the Renovation exceeds the cost in the Quote, Master Painting and Renovations will be responsible for covering the additional cost, subject to the following limitations:
  - a) There are some things you just can't plan for. Master Painting and Renovations is not responsible for any additional costs which are the result of defects or complicated factors which would not have been revealed by a surface-level inspection on the part of Master Painting and Renovations, defects or other factors which will result in costs in addition to the Quote include, but are not limited to, electrical and/or plumbing that is not up to code, buried junction boxes, do-it-yourself repairs undertaken by the Homeowner(s) related to plumbing and/or electrical, inner coat delimitation, pet urine stains discovered on sub-flooring, damage to sub-flooring surrounding toilets as a result of concealed leaks, mold and/or mildew discovered inside walls, lack of insulation discovered on exterior walls, concealed rodent infestation, uniquely located sewage and/or water lines, uniquely located ventilation and primer foundation missing from the ceiling texture;
  - b) Master Painting and Renovations is not responsible for any additional costs associated with electrical improvements that become necessary in order to accommodate the Renovation. The Homeowner(s) acknowledge(s) and agree(s) that any costs associated with upgrading electrical capabilities will be the sole responsibility of the Homeowner(s) and will be in addition to the cost in the Quote; and
  - c) From time-to-time, material costs do fluctuate. Master Painting and Renovations is not responsible for additional costs associated with an increase in the pricing for materials, and any such costs will be payable by the Homeowner(s) in addition to the costs included in the Quote.
- 4. For a period of two (2) years following the completion of the Renovation, Master Painting and Renovations will warrant all labour and material and correct any related defects for free (the "Master Painting Warranty"), subject to the following limitations:
  - a) The Master Painting Warranty is only applicable to materials that are recommended and supplied by Master Painting and Renovations. Any materials chosen by the Homeowner(s) contrary to the advice and recommendation of Master Painting and Renovations, **will not** be covered by the Master Painting Warranty;
  - b) The Homeowner(s) expressly acknowledge(s) and agree(s) that Master Painting and Renovations recommends Dulux brand paint. Should the Homeowner(s) instruct Master Painting and Renovations to use an alternative brand of paint that in Master Painting and Renovation's opinion is not a premium product, the Homeowner(s) will be solely liable for all labor and costs associated with remedying paint defects including, but not limited to, peeling, blistering and/or chipping;
  - c) Master Painting and Renovations will not be responsible for remedying issues that resulted from conditions beyond the reasonable control of Master Painting and Renovations and/or any acts or omissions of the Homeowner(s), including but not limited to, alterations made to the Renovation by the Homeowner(s), negligence on the part of the Homeowner(s), failure to properly maintain the Renovation and/or damage from wear and tear that would be expected to occur during the normal course of use, including without limitation, cosmetic scratches, dents or comparable and reasonably expected damage;
  - d) The Master Painting Warranty is limited to the cost of the Quote; and

- e) Any claims under the Master Painting Warranty must be received by Master Painting and Renovations within two (2) years of the completion of the Renovation.
- 5. These terms and conditions, together with the Quote, constitute the entire agreement between Master Painting and Renovations and the Homeowner(s) and supersede all previous communications, representations and agreements, whether oral or written, between Master Painting and Renovations and the Homeowner(s) with respect to the Renovation.
- 6. The Master Painting Warranty is the sole and exclusive warranty provided to the Homeowner(s). No other express warranty, written or verbal, applies.

## **Homeowner**(s):

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_