

1. **Warranty-** ATD Painting (“Company”) warrants its work for three (3) years from final completion, save for wear and tear. Excluded from the warranty is: caulking, Owner or third-party damages, pre-existing conditions, color matches, foundation movement/settling cracks, normal wear and tear, weather exposure, water damages, and Acts of God. In no event shall any action or claim against the Company arising out of this project be brought any later than three years and one day of the date the cause of action accrues.
2. **Claims-** Any complaint about the Company’s work must be made in writing and reasonably detail the problems by room and area. During the project, such complaint shall be made promptly and in no event more than one week after owner’s discovery. After the project conclusion, the Owner must promptly notify the Company of any warranty items and give the Company a reasonable opportunity to inspect and repair, before owner hires another contractor to perform such warranty work.
3. **Entire Agreement- Owner(s) did not rely upon any oral representations made by the Company’s employees, agents, officers in entering into this contract, and this is the only agreement between the Company and Owner(s). This agreement may only be amended in writing and signed by the Company and Owner(s).**
4. **Dispute-** In the event a dispute arises regarding the Company’s work, this agreement, or any aspect of this project, the parties agree to resolve the matter amicably prior to mediation or arbitration. If not, the parties agree to submit the dispute to non-binding mediation with a mutually selected mediator. If mediation fails, the parties agree to resolve the matter through binding arbitration. The parties agree to use the American Arbitration Association or a mutually selected arbitrator service and/or arbitrator. The arbitration shall take place in the Dallas-Fort Worth area. The Owner’s initial filing fee to initiate the arbitration shall not exceed normal court filing and service fees. The arbitrator shall be an attorney in Texas, and shall concentrate in construction law. The arbitrator shall have full power to rule on all matters of the dispute. **The parties mutually agree to waive their right to a trial by jury.** The prevailing party (who obtains the majority of the relief it seeks) is in entitled to recover its’ reasonable and necessary attorney’s fees.
5. **Waiver of Consequential Damages-** The parties waive any indirect damages, including all claims of lost profits.

6. **Change Order**- Any changes to the scope or terms of this agreement must be in writing and signed by at least one Owner and an authorized Company representative.
7. **Waiver of Retainage**- The parties waive the Owner's statutory retainage obligation.
8. **Utilities**- Owner shall provide all electricity, heating/air conditioning, and water for the Company's use for project.
9. **Limitation of Liability**- In no event shall the Company be liable for an amount more than the total contract price with Owner. Further, the Company is not liable for any use normal use of Owner's utilities. Additionally, under no circumstances shall any of Company's employees, owners, officers be personally liable to Owner for any claims and/or damages.

***This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.**