

Contractor Lic. # _____
 Class _____ Expiration Date _____
 Contract Number _____

Specialty Services Painting Remodeling

ACP, Inc.
 6290 Old Warwick Road, Suite B
 Richmond, VA 23224
 P: 804-675-4001
 F: 804-675-4002

This agreement, entered into this 15 day of July, 2006 between Mr. and/or Ms. JENNIFER RICHLEY
 hereinafter referred to as the Owner and ACP, Inc., hereinafter referred to as the Company.
 Address: _____ Telephone: (____) _____
 City: _____ County: _____ State: VA Zip: 23066

- | | | NOT INCLUDED | INCLUDED | |
|-----------------------------|----|-------------------------------------|-------------------------------------|---|
| PREPARATION: | 1 | <input type="checkbox"/> | <input type="checkbox"/> | Inspect surfaces in work area - re-nail loose wood, replace rotten surface wood where necessary in work area excluding roof, decking, or rafters, location: _____ |
| | 2 | <input type="checkbox"/> | <input type="checkbox"/> | Trench 6" around foundation areas for barrier protection from ground algae, decay, fungus, and below ground moisture |
| | 3 | <input type="checkbox"/> | <input type="checkbox"/> | Pressure-wash all surfaces in work area to be covered, to remove surface defects and remove loose debris |
| | 4 | <input type="checkbox"/> | <input type="checkbox"/> | Patch and repair surface cracks and scrape and feather sand to remove all loose paint and smooth existing rough edges |
| | 5 | <input type="checkbox"/> | <input type="checkbox"/> | Caulk and seal around all window and door casings as needed; as well as other necessary areas |
| | 6 | <input type="checkbox"/> | <input type="checkbox"/> | Mask and shield all windows, doors, roofs, lawn, shrubs, decking and patios to prevent excess over-spraying |
| | 7 | <input type="checkbox"/> | <input type="checkbox"/> | Remove all exterior appliances and reinstall upon job completion |
| COATING: | 8 | <input type="checkbox"/> | <input type="checkbox"/> | Spray, roll or brush: Architectural Ceramic Paint Primer, ACP Mid-Coat and ACP Topcoat |
| AREAS: | | | | To these areas of the exterior structure: |
| | 9 | <input type="checkbox"/> | <input type="checkbox"/> | Walls & Gables |
| | 10 | <input type="checkbox"/> | <input type="checkbox"/> | Soffit |
| | 11 | <input type="checkbox"/> | <input type="checkbox"/> | Fascia |
| | 12 | <input type="checkbox"/> | <input type="checkbox"/> | Shutters |
| | 13 | <input type="checkbox"/> | <input type="checkbox"/> | Column Posts |
| | 14 | <input type="checkbox"/> | <input type="checkbox"/> | Porch Ceilings |
| | 15 | <input type="checkbox"/> | <input type="checkbox"/> | Porch Beams |
| | 16 | <input type="checkbox"/> | <input type="checkbox"/> | Chimney |
| | 17 | <input type="checkbox"/> | <input type="checkbox"/> | Awnings |
| | 18 | <input type="checkbox"/> | <input type="checkbox"/> | Foundation |
| | 19 | <input type="checkbox"/> | <input type="checkbox"/> | Other areas <u>garage door, front door, door</u> |
| TRIM: | 20 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Use <input checked="" type="checkbox"/> Architectural Ceramic Paint or <input type="checkbox"/> Paint in trim area _____ |
| CLEAN UP: | 21 | <input type="checkbox"/> | <input type="checkbox"/> | Install continuous seamless gutters and downspouts. Quantity: _____ Color: _____ |
| | 22 | <input type="checkbox"/> | <input type="checkbox"/> | Install _____ pair(s) of vinyl shutters <input type="checkbox"/> Paneled or <input type="checkbox"/> Louvered |
| | 23 | <input type="checkbox"/> | <input type="checkbox"/> | Clean up & removal of all job related debris |
| | 24 | <input type="checkbox"/> | <input type="checkbox"/> | Each job is over-shipped, to avoid delays. Remove excess materials and re-stock |
| WARRANTIES: | 25 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Issue Manufacturers 30 year transferable warranties. Warranties to be mailed out 30 days from completion |
| SPECIAL ITEMS: | | | | |
| WORK NOT TO BE DONE: | | | | |

Shutters \$2000 5/11

No 7 shutters

Factors that do not fall under our responsibility and for which we now state that we will assume no liability for:
 A) Fixtures, Doorbell or exterior electrical appliances or wiring substantially damaged or defective prior to work commencing.
 B) Plants, shrubs or landscaping that must be moved, trimmed or altered as necessary to facilitate the application of Architectural Ceramic Paint.
 C) Any material used on or around the structure substantially damaged or in a weakened state prior to work commencing (including faulty roofing)
 D) Previously damaged or leaking gutters and/or downspouts
Exceptions:
 A) We will install replacement exterior appliances, supplied by the customer, at no additional labor charge.
 I have read and fully understand my responsibility. (Customer initials) _____

The Price Agreed Upon for This Work Is:

Cash Price \$ 10,000.00
 Down Payment \$ _____
 Due When Work Begins \$ _____
 Due at Mid-Point Inspection \$ _____
 Due On Completion \$ _____
 Amount to Be Financed \$ _____

Payment Terms are as follows:

Cash balance in full upon completion
 1/3 of cash Price prior to starting, 1/3 of Cash Price after work is started. Final 1/3 of Cash Price due upon completion
 FHA Financing
 Conventional Financing
 Best Method Financing
 Approx. Monthly Pmnt. \$ _____
 (Financing acceptance only)

Check One:

No, I would not...
 Yes, I would...
 like for the Company to arrange for financing in which case the Owner agrees to execute all instruments required. If the Owner fails to execute and/or deliver any instrument required for financing, the full amount of this contract shall forthwith become due and payable upon completion.

There are no promises, agreements, nor understandings not expressed in this proposal, and this writing constitutes the entire agreement between the parties. All agreements are contingent upon strikes, or any other cause beyond our control, and are subject to approval and acceptance by an officer of ACP, Inc. If this is a credit transaction, the agreement for credit is contained in a separate document that is incorporated herein by reference and made a part thereof. Credit documents will contain information as to scheduled payments and interest rates. Owner agrees that his equity in the property to be improved by this installation is security for this agreement. In case of legal action, Owner agrees to pay all attorneys fees and cost of collection. In case of nonperformance or breach of contract by Owner, Owner agrees to allow the Company to place a lien against the property listed above. Company is licensed and insured. Make all checks payable to ACP, Inc. Executed in Triplicate, one copy of which was delivered to, and Owner hereby acknowledges receipt. This _____ day of _____ 20____.

This is not an "Estimate" or an "Application for Credit". This is a legal Binding Contract.

Signature affixed below acts as a receipt that owner received separate cancellation form.
 Presented by ACP, Inc.

 (REPRESENTATIVE SIGNATURE)
 Approved and Accepted by ACP, Inc.:

 (CEO, Owner)

(X) _____ (OWNER SIGN HERE)
 (X) _____ (OWNER SIGN HERE)

TERMS AND CONDITIONS

Service: The Following Procedure will insure prompt and efficient handling of service needs.

PLEASE CALL 804-675-4001

Give as complete a description as possible of the questions, concerns you are experiencing. Include your name, address, and telephone number.

Estimated start time for work will begin approximately thirty (30) to sixty (60) days from the date shown herein.

Estimated Start Date: JUNE 19

Estimated Completion Date: July 1

Repairs to a damaged coating will be at Owners' expense if such damage is caused by structural defects, settling, acts of providence, or Owner, if damage is not Company's. Company shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage, resulting there from. Company shall not be responsible for any delays in construction beyond its control, including (but not limited to) weather, acts of God, strikes, change orders, delays caused by Owners or any unavailability of materials. Delays caused by these events shall not constitute abandonment of the work by Company. Nor shall Company be responsible for alternations to the coated surfaces, natural disasters, lack of proper drainage (standing water), pre-existing conditions, substrate failure, leaks occurring around window frames, door frames, or through roofs are not covered under the Company's warranty and will cause the warranty to be void.

Dangers Inherent in remodeling projects: The Owner understands and agrees that there are dangers associated with the occupying a structure while remodeling work is ongoing. ACP, Inc. will make reasonable efforts to secure the job site at the end of each work day. The Owner assumes all liability and responsibility for personal injury to himself, his family, invitees or trespassers as a result of any dangerous condition. All risks of loss because of fire, civil disturbance, acts of God or other casualty shall be on the Owner during construction of the improvements. If such events cause the work to be damaged, then the remediation shall be deemed a change order.

Company's Warranty: Company warrants the material is of the quality specified and will transfer to the Owner all manufacturers written warranties. Company warrants the workmanship of the work for thirty (30) years after the date of substantial completion and will remedy substantial defects on written notice from Owner within such period.

THERE ARE NO WARRANTIES OR REPRESENTATIONS, WHICH EXTEND BEYOND THOSE EXPRESSLY, SET FORTH IN THIS AGREEMENT. THERE IS NO WARRANTY, EXPRESS OR IMPLIED OF FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF HABITABILITY. THERE IS NO WARRANTY OF MERCHANTABILITY.

Entire Understanding: Company is not liable or bound by any warranties, guarantees, statements, or representations made by any broker, agent, employee, or other person representing or purposing to represent Company unless expressly set forth in this Agreement. It is understood and agreed that all prior understandings and agreements between the parties are merged in this Agreement, and that this Agreement alone fully and completely constitutes the final Agreement. Any subsequent changes or modifications hereto shall not be binding on either party unless in writing and signed by both parties hereto.

By signing below, the owner indicates his review and understanding of the above items and his assent thereto:



(Homeowner)

(ACP, Inc.)

(This Message applies to Door-to-Door Sales Only: You the purchaser(s) may cancel this transaction at any time prior to midnight of the third (3rd) Business Day after the Date of this Transaction. See accompanying form for an explanation of this right.)