



# CONTRACT AGREEMENT – DISCLOSURE – TERMS – CONDITIONS – PREPARATIONS LIMITED WARRANTY – MAINTENANCE – PLEASE READ CAREFULLY BATHTUB REFINISHING AND FIBERGLASS EXPERT

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**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 for such damages.

**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 or 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 with 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 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 charges included in your quote. The additional cost for other stripping needs will depend on the size and type of project.

**COLORS AND SURFACE TEXTURES:** Our standard color is Bright White. Other colors require the mixing of pigments, so we cannot guarantee an absolute perfect match on any color as we all see colors differently. Colors and Textures will vary from manufacturer so samples for Colors and surface textures shown at time of bid should only be considered a guide. We strive to stay as close as we can to all samples shown but due to the application process variations in color or textures may occur. 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. Counter top resurfacing is a sprayed-on liquid product that cures to a solid conforming to your existing surface. Because each counter top is individually hand crafted, variations in color and texture are an inherent part of the resurfacing process. Imperfections in the original counter may show through and cannot be avoided. Any cost to fix is the Customer's responsibility.

**PLUMBING:** We are not licensed plumbers. We do not remove or replace drain, overflow, faucets or any other hardware or fixture attached. 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. Please repair any water leaks from faucets, pipes, etc, prior to our arrival. If water leaks delay our work schedule your deposit can be forfeited. We are not responsible for any plumbing related damages under any circumstances. If water runs the fresh refinish will ruin the glaze and you the user (tenant, owner, worker, contractor) is responsible for such damages. Any further cost repair will be at customer's expense.

**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.

**MATERIALS:** Refinishing fumes can be toxic, so we require that anyone concerned with any sensitivity or possible reactions to harsh solvent paint like odors 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 4:00 P.M. To get your deposit refunded or if you have Schedule changes they must be received 3 business days prior to original appointment. Failure to do so will leave a workman idle and your deposit will be forfeited. 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 for rescheduling. No refunds for these conditions. We are not responsible for any losses caused by 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 and your deposit will be forfeited. Parking space is required at site location, please provide or hold a spot for us. For condos or building apartments, space parking inside is required, otherwise, due to lack of parking job will be canceled by technician. Technician goes back and forward many times to his car, he does the chemistry inside of car.

**TERMS:** This is a service request contract. Payment is due and payable when the job is completed. We retain the Sole Final Legal ability to determine when a job is completed within the scope of the refinishing process. **Upon job completion Non Payment will constitute a Criminal charge of THEFT OF SERVICES.** We accept cash or checks (please make check payable to **EFREN CHEVEZ**). On the final day of the job, plan to be present to inspect the work and area for cleanliness and render final payment. No postdated or out of town checks. Incidental repairs required to complete the refinishing processes are authorized. Final payment acknowledges customers' 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 any 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 dispute.

## LIMITED WARRANTY SUBJECT TO LONG TERM CARE AND MAINTENANCE REQUIREMENTS BELOW

**SURFACE CONDITIONING:** Please do not use surface for a full 48 hours (2 days). All newly refinished surfaces will have surface dust, which will have settled into the new surface. There is no way to prevent this, as we are not working in a 100 percent dust free environment. DO NOT BE ALARMED, normal use and regular cleaning will remove all minor surface dust marks and particles within 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 (spray cleaner): "FANTASTIK", "FORMULA 409", "LYSOL TUB and TILE", "SCRUBBING BUBBLES", "MR CLEAN", "SIMPLE GREEN". Please use a SOFT SPONGE to clean surface. Even if the surface does not appear dirty clean it once a week with any of the above mentioned cleaners. PLEASE DO NOT USE "SOFT SCRUB", "COMET", "AJAX", "CLOROX" or "BLEACH".
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 this 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 counter top 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 lotion 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, 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 on 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 with suction cups. 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.
11. The Warranty on the refinished item is for workmanship only:  
One (1) year on residential porcelain and fiberglass bathtubs, showers, vertical wall tile. One (1) year for commercial and rentals. One (1) year for counter tops, sinks vanities, cultured marble. No warranty on kitchen sinks. One (1) year on spas and Chip Repairs above the water line. NO warranty on floors. No warranty on fiberglass and concrete reinforcements for fiberglass bathtubs and showers. We further warrant your refinished fixtures will not, on its own, chip, flake, peel or yellow for the time stated. Scratching, deterioration of the glossy finish or staining over time due to usage, cleaning practices or water conditions will be considered to be normal wear and tear. This warranty will not apply where the original porcelain has been removed, or the fixture has 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 \$150-300 service fee plus repair cost shall be assessed for services not covered by this warranty. A \$50-150 fuel and labor charge applies to all repairs under 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.

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

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Place Contract: \_\_\_\_\_

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

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Place Contract: \_\_\_\_\_

Efren Chevez - Lic# 1024657 - Bathtub Refinishing And Fiberglass Expert