



Veteran Owned Business

James Loveland and Sheila Daniel

1600 South Xavier Street
Denver, Colorado 80219
Sheilarea9@gmail.com
720-829-2934 / 720-908-9004

CONTRACT FOR SERVICE

DATE: _____

This agreement is entered into on the above date, between HOME OWNER ("OWNER") and Veteran Painting & Coatings, LLC (hereinafter VPC). HOME OWNER and VPC together may be referenced as "the parties"

HOME Owner, or agent of owner: _____

Property description/address: _____

SCOPE OF WORK

Date work is to begin: _____ Estimate of duration of work _____

SERVICES TO BE PERFORMED BY Veteran Painting & Coatings, LLC:

*If additional space is needed to describe the SCOPE OF WORK it will be included on an ATTACHED SHEET.

**If VPC is requested to perform any work outside of the above scope, a CHANGE ORDER will be entered into by VPC and OWNER with any additional consideration to be paid before work will commence on the CHANGE ORDER. Any unfinished work in CHANGE ORDER does not affect OWNERS obligation to pay the full amount in this agreement.

ESTIMATE PRICE OF WORK: \$ _____

The **OWNER** or **VPC** [circle one] is responsible for purchasing any paint or coatings.

Additional expenses, if any: \$ _____

ESTIMATED COST

\$ _____

AMOUNT TO BE PAID UPFRONT:

\$ _____
(No work will be performed until the upfront portion is paid. VPC is not bound by this agreement until the upfront portion is paid.)

SIGNATURE OF HOME OWNER

X _____
VETERAN PAINTING & COATING

By signing this agreement, Owner approves of the SCOPE OF WORK and the cost of such work. By signing this agreement, Owner understands, contracts, and agrees to all provisions of the contract as listed above, and in the following pages, no further signature is required. By signing above, Owner represents that he/she has read this full agreement. By signing this agreement VPC will perform the work described above in a workmanlike manner.

ADDITIONAL TERMS

1. VPC is not bound by this agreement until the upfront portion is paid.
2. TIME IS OF THE ESSENCE – Because of the workload of VPC, the time allocated for this project will be adhered to as much as reasonably possible by VPC. For work that is performed outside, VPC will not be responsible for any delay due to weather or other Force Majore as described below. If there is such a delay, VPC will attempt to reschedule the work as soon as possible, but Owner understands that existing work VPC already has contracted for will take precedence over rescheduled work.
3. DUTIES OF OWNER
 - a. REMOVAL OF OBSTACLES: Owner will provide the space in which work is to be performed free of clutter and obstacles. Any delay caused by the failure of Owner to provide a clutter and obstacle free workspace could result in an additional charge, and/or work being rescheduled by VPC.
 - b. OWNER ASSUMES RISK OF LOSS FOR ITEMS IN WORKSPACE: VPC will attempt to protect any items left in the workspace, if they cannot be moved, but items left in the workspace could be damaged. Owner accepts this risk, and waives any liability on behalf of VPC, and holds VPC harmless to any damage to items left in the workspace. If owner requests VPC to move any items Owner, waives any liability on behalf of VPC, and holds VPC harmless to any damaged, misplaced, or missing items. Owner assumes all risk of loss for any items left in the workspace.
 - c. DANGEROUS WORKSPACE, PRESENCE OF OWNER IN WORKSPACE VPC will bring tools and equipment into the workspace to perform the work as agreed. **AT NO TIME** will OWNER handle or go near the equipment or tools. If Owner desires to inspect work, he will notify VPC, so VPC can make the workspace safe for OWNER to inspect the work. Owner holds VPC harmless for any injury to OWNER in the workspace, and further waives any and all liability of VPC for injury to OWNER in the workspace.
 - d. INSPECTION and PROMPT PAYMENT Upon completion of the work, OWNER will inspect the work performed by VPC. If there are any deficiencies in the work performed by VPC, VPC shall remedy the deficiencies, or VPC reserves the right to reduce cost of the work in lieu of performing any remedy. If OWNER does not inspect the work performed by VPC at the time of completion, OWNER waives any deficiencies that are discovered at a later time. After the inspection, or waiver, and any remedy performed by VPC, OWNER will provide VPC with all outstanding amounts owed to VPC. This payment will be provided before VPC leaves the job site.

*Deficiencies are defined as work and service that is not performed in a workmanlike manner. Deficiencies are not defects in the underlying material or other existing conditions on the worksite.

e. NON-PAYMENT, MECHANICS' LIEN – If payment is not made prior to VPC leaving the job site, a \$50.00 service fee will be added to the total amount. Any outstanding amounts owed will accrue interest at a rate of 15% compounded annually. VPC will be granted a Mechanics' Lien as described under Colorado Revised Statutes Title 38, Article 22. Owner agrees to pay for attorney's fees and costs for any and all efforts to collect the outstanding amount.

f. WARRANTY - The products VPC will use to perform the work could come with a product warranty. VPC makes no warranty above and beyond the product warranty.

g. CONTRACTOR RELATIONSHIP, COST OF SPECIAL EQUIPMENT. VPC is an independent contractor engaged in the business of providing services. VPC is responsible for furnishing, at its own expense, all labor, equipment, and tools necessary to satisfactorily perform the services described herein. Nothing herein contained shall in any way create or be interpreted as creating an employer/employee relationship between the parties hereto. For contracts that require *special equipment* to perform the work, such as booms, lifts, or scaffolding, the special equipment will be provided by Owner unless VPC agrees in a signed writing. If such expense is not included, the cost of special equipment will be added to the total cost of the project. VPC will not be held liable for any delay because of a lack of special equipment, unless VPC has agreed to provide special equipment in writing.

h. TERMINATION OF CONTRACT

By OWNER – OWNER may terminate the contract at any time with specific cause presented to VPC in writing. Cause shall be limited to unreasonable delay solely attributed to VPC, Reckless or unsafe conduct on behalf of VPC, or Force Majore, which causes excessive delay of 2 months or more. If OWNER terminates the contract in writing for cause, VPC will stop work. Owner will be obligated for all materials that cannot be returned for full price. Owner will be obligated for work performed by VPC.

By OWNER without cause – If OWNER terminates work, or otherwise obstructs performance outside the specific grounds mentioned above, the termination shall be without cause. OWNER shall be obligated for the full contract price payable immediately prior to VPC leaving the job site regardless if the work is complete.

By VPC with cause for the following reasons: if OWNER does not provide a clutter free, obstacle free workspace; if there is a dangerous condition on the property; if OWNER anticipatory repudiates the contract; if there is an unforeseen condition on the property that precluded performance; if VPC has any further articulable grounds in which work cannot be completed as contracted, including FORCE Majore. VPC is entitled to the full contract price if terminated by VPC with cause. If VPC terminates the contract without cause, VPC will be entitled to the upfront fee, plus any cost of materials.

i. 5-STAR PERFORMANCE, NON-DISCLOSURE AGREEMENT WITH RIGHT TO CURE

VPC prides itself on the excellent work record it has built up in the community. VPC holds itself to a high standard of performance and quality of work. This high standard of work has been rewarded with a high standing in the community. OWNER agrees to reward VPC with a 5-star rating if work is completed under the contract. OWNER will not disclose to any third party, or any application, or any other public forum anything below 5-stars out of 5-stars. OWNER will provide VPC, in writing, the reasoning for any rating below 5-stars, if such issues exist. Any reasoning should be attainable by a similarly situated contractor with the circumstances as they were presented to VPC. VPC will have 21 days in which to cure any rating below 5-stars. If VPC addresses the issues presented by OWNER, then OWNER will either give a 5-star rating, or not give any rating.

VPC states and OWNER acknowledges that any rating below a 5-star rating will be so damaging to VPC's reputation and standing in the community that any rating below a 5-star rating shall be considered defamation *per se*.

j. GOVERNING LAW, SEVERANCE, ENTIRE AGREEMENT – The laws of the State of Colorado control this agreement. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; and neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions. This CONTRACT FOR SERVICE, together with any ADDITIONAL SHEET, and CHANGE ORDERS contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents. No modification of this agreement shall be effective unless in a writing signed by both OWNER and VPC.

k. CONFLICT OF PROVISIONS – If any term in this agreement conflicts with any other term in another document incorporated into this agreement/document, the priority of the controlling document will be as follows: 1. CONTRACT FOR SERVICE, 2. ADDITIONAL SHEETS to the CONTRACT FOR SERVICE, 3. CHANGE ORDER, 4. ADDITIONAL SHEETS to the CHANGE ORDER.

l. DISPUTES – The Parties agree that any and all claims, controversies, breaches or disputes arising from or related to this Agreement, including those pertaining to the formation, construction, performance, applicability, interpretation, or enforceability of this Agreement, or any claim or assertion that all or part of this Agreement is void or voidable, shall be settled by binding arbitration according to the procedures as determined by Simon Mole Mediation, LLC.

Both parties agree that Simon Mole Mediation, LLC shall conduct the arbitration. The Federal Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this agreement. The arbitrator may consider the testimony and evidence presented by the parties through any or all of the following types of hearings: documentary hearing, teleconference hearing, or through a standard scheduled hearing physically-attended by the parties and legal counsel if any. Any standard arbitration hearing that requires the parties' physical presence shall be held in Denver, Colorado. The Parties also agree that any award tendered by the arbitrator may be entered as a judgment in the United States court in and for the district within which such award was made and enforceable as an order of said court and the Parties hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award. The appropriate court based on the amount of the dispute will be only those found in The City and County of Denver. Arbitration shall be solely paid for by OWNER upfront, subject to any reallocation based on the ruling of the Arbitrator. The parties can also opt for mediation prior to arbitration.

m. ATTORNEY FEES and COSTS - If VPC needs to enforce any provision of this agreement and VPC substantially prevails in such enforcement, VPC shall be entitled to reasonable attorney fees and costs.

END OF CONTRACT FOR SERVICES