
Service Contract

This binding & contractual agreement for the provided terms is specifically written for and between:

	Contractor:	Client:
Name	<i>The above-named party will be hereinafter called "Contractor".</i>	<i>The above-named party will be hereinafter called "Client".</i>
Address		
Phone		
Accepted By (Print Name)		
Accepted By (Sign)		
Accepted By (Title)		
Accepted By (Date)		

Project:		Dates:	
Project Name		Agreement Date	
Project Address		Project Start Date	

Total Contract Amount	
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Attachments
<p>The following documents are attached and made part of this "Service Contract":</p> <ul style="list-style-type: none"> -Scope of Work. The Scope of Work specifies the work that the contractor is responsible for, and whether the contractor needs to provide labor, materials, tools, and equipment to complete any or all of the scope of work items. -Contractor's certificate of insurance.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and the Client hereby agree as follows:

Payment Draw Schedule

- **Initial Deposit to Start:** ___% of the contract price.
- **Draw #2** - ___% of the contract price after 50% completion of the entire project.
- **Draw #3** - ___% of the contract price after 100% completion of the entire project.
- **Accepted Payment Methods:** Check, Card, Wire Transfer.
- Card payments will be charged an additional 3% convenience fee.

Change Orders

- The contractor is only responsible for the items outlined in the attached Scope of Work. Any alteration or deviation from the Scope of Work involving extra costs will be done only upon written change order. If the contractor or the client determines that additional work not documented in the Scope of Work is needed, the contractor will send a change order with an estimate of the new costs to the client. Costs will become an extra charge, over and above this original contract amount. This is to include but is not limited to, hidden damages that are uncovered during the course of the project. The client will have the opportunity to review and approve these changes before the contractor begins the additional work.

Clarifications

- **Environmental Testing:** This contract does not include abatement and/or environmental testing.
- **Permits:** This contract does not include permits unless specifically mentioned in the attached scope of work.

Terms

- The client will have the work described in the Scope of Work performed by the contractor.
- When the contractor completes the work, the contractor will ask the client to inspect and sign off on the work.
- The client agrees to inspect and sign off on the work within 72 hours after the client submits it as complete.
- The client agrees to pay all invoiced amounts in full upon receipt of the invoice.
- If the client fails to inspect the work within 72 hours after the contractor submits it as complete, the client will forfeit the client's claim to touch up work or warranty work until the remaining balance is paid in full. Exceptions will be made only if the two parties agree in writing to an exception beforehand.
- The contractor will produce a "properly painted surface" which will be defined as a surface uniform in color and sheen and that is free of foreign material, lumps, sags, misses, strike-through, uneven coverage, drips, spills, or over-spray caused by the workmanship. Compliance with meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of three feet or more under normal lighting conditions and from a normal viewing position.
- The contractor is not responsible for moving property to make room for the work activities. If the contractor agrees to move property, it is done only as a courtesy, not a responsibility. The client agrees to hold the contractor harmless for any damage that may occur moving these items.
- All elements of this agreement are contingent upon strikes, accidents, or delays beyond the contractor's control.

Safety

- The client should keep the property safe and clean to allow the contractor’s crew to safely perform the work.

Disputes

- It is agreed that all disputes, claims, actions, litigation or other proceedings, questions, or matters arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration in the State in which the work was performed.

Termination

- The contractor reserves the right to terminate the contract by sending a written notice if the customer fails to make a payment as outlined in the “Payment Draw Schedule” or commits any other breach of this contract.

What To Do Before The Project Starts

- The customer should have colors picked out.
- The customer should cage or remove pets from the workspace while the work is being performed.
- The contractor should ensure children are not present at the workspace while the work is being performed.
- The customer may, upon the contractor’s request, need to keep windows open to provide ventilation.

Contractor’s Right to Use Property

- The customer should make the work areas easily accessible to the contractor’s staff.
- The customer should provide a parking space for the contractor to load and unload equipment.
- The contractor should allow the contractor to work from Monday through Friday from 9 am to 5 pm.

Scope of Work

- See attached document