

Arizona ROC License
324738
www.rhinoshieldaz.com



(888) 744-6641
(480) 590-4743



Southwest Ceramic Coating, Inc

Name	Jacqueline? Mitch Parker	Date	4/4/20
Street	1061 E. Superstition Blvd.	Home Phone	480.216.6781
City/State/Zip	Apache Junction, AZ	Work Phone	
Cust Email	SugarFootsParker@gmail.com	Cell Phone	
Type of Siding	Stucco	Year Home was Built	2011

☒ 25-yr. Rhino Shield
APS-Adhesive Primer Sealer
DFC-Ceramic Finish Coat

☐ 10-yr. Super Shield
Roof Coating Systems

PREPARATION:

1. Inspect surfaces in work area Prep all surfaces to be coated.
2. Pressure-wash all surfaces in work area to be covered, to remove loose debris.
3. Caulk and seal as necessary in areas to be coated.
4. Mask and/or shield all windows, doors, roofs, lawn, shrubs, decking and patios to prevent over-spraying.
5. Mask or remove all exterior appliances.

AREAS:

	INCLUDED	NOT INCLUDED	Spray, Roll or Brush product to the following areas	
6.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Main Body	color <u>TBD</u>
7.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Popout	color
8.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Soffit	color
9.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fascia	color
10.	<input type="checkbox"/>	<input type="checkbox"/>	Slump Block	color
11.	<input type="checkbox"/>	<input type="checkbox"/>	Shutters	color
12.	<input type="checkbox"/>	<input type="checkbox"/>	Columns/Beams	color
13.	<input type="checkbox"/>	<input type="checkbox"/>	Perimeter Walls	color
14.	<input type="checkbox"/>	<input type="checkbox"/>	Porch Ceilings	color
15.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rails	color
16.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Window Frame—Total #	color
17.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Door Frames—Total #	Door Bodies—Total #
18.	<input type="checkbox"/>	<input type="checkbox"/>	Garage Door Frames—Total #	GD. Bodies—Total #
19.	<input type="checkbox"/>	<input type="checkbox"/>	Custom Color \$500 per	color
20.	<input type="checkbox"/>	<input type="checkbox"/>	More than 2 Colors \$500 per	color

WINDOWS:

DOORS:

CLEAN-UP:

21. Clean up & removal of all job related debris.
22. Each job is over-shipped to avoid delays. Remove excess materials and restock.

WARRANTIES:

23. Warranties will be mailed out in 30-45 days after completion.
24. WORK TO COMMENCE ASAP. COMPLETION WILL BE WITHIN 10 DAYS WEATHER PERMITTING.

SPECIAL: will decide on color and let us know.

WORK NOT TO BE DONE: Anything not mentioned above.

Make all checks payable to **RhinoShield.**

Surfaces may not be restored to "smooth" appearance. Tri-State Coating will utilize its best effort to prepare the surface for application. Standard wood change to be paid directly to crew — cost of materials plus "\$6.00/ft. labor". Sanding is not included in this agreement.

The Price Agreed Upon For This Work Is:	Signature <u>Jacqueline Parker</u>
	Print Name <u>Jacqueline Parker</u>
Cash Price \$ <u>15,047.55</u>	Signature <u>Mitch</u>
Down Payment (%10) \$ <u>1504.00</u>	Print Name <u>Mitch Parker</u>
Over \$15,000	Rep. Name <u>Amber Pearson</u>
Partial Payment (45% after APS) \$ <u>13,543.00</u>	Date of Acceptance <u>4/4/20</u>
Due on day of Completion \$ <u>13,543.00</u>	
Credit Card Payment is a 3% additional charge.	

Upon completion of the work to be performed under this Agreement, interest on any un-paid balance shall accrue at a simple rate of 1% per month. In addition, in the event that Tri-State Coating files a legal action to collect any amounts owed in connection with this Agreement and is successful in such an action, the customer shall pay Tri-State Coating, in addition to the judgment, attorney's fees, court costs of collection incurred by Tri-State Coating in connection with the action. There are no promises, agreements, nor understanding not expressed in this proposal, and this writing constitutes the entire agreement between the parties. All agreements are contingent upon strikes, accidents, or other causes beyond our control, and are subject to approval and acceptance by Tri-State Coating. If this is a credit transaction, the agreement for credit is contained in separate document which is incorporated herein by reference and made a part thereof. Credit document will contain information as to schedule payments and interest rates. **The person signing above acknowledges receipt of a 3-day right to cancel this contract.** Executed in Duplicate, one copy of which was delivered to, and receipt is hereby acknowledged by Customer. This is not an "Estimate" or an "Application for Credit". This is a Legal Binding Contract.

TERMS AND CONDITIONS

1. The Customer understands that they have 3 business days to cancel this contract without obligation. **After 3 days the down payment is non-refundable.** The Customer understands that Southwest Ceramic Coatings, Inc. may incur substantial costs for remeasuring, labor, manufacturing, and/or installation of the products ordered. This contract is binding upon the Customer and Southwest Ceramic Coatings, Inc. before installation of the product ordered, the Customer is hereby notified pursuant to state law that Southwest Ceramic Coatings, Inc. has the right to file a mechanic's lien on the above-mentioned residence, if Southwest Ceramic Coatings, Inc. is not paid in full. The amount of the mechanic's lien under state law includes the unpaid balance of the contract plus statutory interest and attorney's fees. **DISCLOSURE: ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ARE LOCATED IN PARAGRAPH 7 OF THE TERMS AND CONDITIONS OF THIS CONTRACT**

2. To cancel this transaction, mail, email, fax, or deliver a signed and dated copy of the cancellation notice provided to you or any other written notice (including writing "CANCELLATION" on this document) and sending it to:

Southwest Ceramic Coatings, Inc.

1024 E. Vista Del Cerro

Tempe, AZ 85281

3. If Customer cancels, any property traded in, any payments made by Customer under the contract or sale, and any negotiable instrument executed by Customer will be returned within 10 business days following receipt by Southwest Ceramic Coatings, Inc. of Customer cancellation notice, and any security interest arising out of the transaction will be canceled.
4. If Customer cancels, Customer must make available to Southwest Ceramic Coatings, Inc. at Customer residence, in substantially as good condition when received, any goods delivered to Customer under this contract or sale; or Customer may if Customer wished, comply with the instructions of Southwest Ceramic Coatings, Inc. regarding the return shipment of the goods and the Customer's expense and risk.
5. If Customer does not make the goods available to Southwest Ceramic Coatings, Inc. and Southwest Ceramic Coatings, Inc. does not pick them up within 20 days of the date of Customer notice of cancellation; Customer may retain or dispose of the goods without further obligation. If Customer fails to make the goods available to Southwest Ceramic Coatings, Inc. or if Customer agrees to return the goods to Southwest Ceramic Coatings, Inc. and fails to do so, then Customer remains liable for performance of all obligations under the contract.
6. Repairs to damaged painting will be at Customer expense if such damage is caused by structural defects, settling, acts of Providence, or Customer negligence. Southwest Ceramic Coatings, Inc. shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage resulting therefrom. Alterations to the coated surfaces, natural disasters, acts of God, 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 Southwest Ceramic Coatings, Inc. or manufacturer's warranty and will cause the warranty to be void.
7. **Under Arizona Revised Statutes §32-1155, Owner has the right to file a written complaint against the Contractor with the Arizona Registrar of Contractors within two years after substantial completion for the commission of an act in violation of Arizona Revised States §32-1154(A).**

The Arizona Registrar of Contractors can be contacted at 602-542-1525 or at its website www.azroc.gov

Customers' Initials: _____

8. Southwest Ceramic Coatings, Inc. Limited Warranty: Southwest Ceramic Coatings, Inc. warrants the material is of the quality specified and will transfer to the Customer all manufacturer's written warranties. Southwest Ceramic Coatings, Inc. warrants workmanship for five (5) years after the date of completion and will remedy substantial defects without charge to the Customer, on written notice from Customer within such period. Southwest Ceramic Coatings, Inc. and Customer agree that all implied warranties including, without limitations, warranties of habitability, fitness for a particular purpose and merchantability are hereby excluded and there are no warranties or representations which extend beyond those expressly set forth in this agreement.
9. Southwest Ceramic Coatings, Inc. makes no warranties express or implied regarding any of the products or services except the express warranties provided herein. SOUTHWEST CERAMIC COATINGS, INC. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES EXCEPT AS PROVIDED HEREIN. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO THE GOODS OR SERVICES SOLD.
10. SOUTHWEST CERAMIC COATINGS, INC. WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, however arising, including but not limited to those for use of any products, loss of time, inconvenience, lost profits, labor charges, or other incidental or consequential damages with respect to persons, business, or property whether as a result of breach of warranty, breach of contract, negligence or otherwise. Notwithstanding any other provision of this contract, BUYER'S REMEDY AGAINST SOUTHWEST CERAMIC COATINGS, INC. FOR SERVICES SUPPLIED OR FOR NON-DELIVERED SERVICES OR FAILURE TO FURNISH SERVICES, WHETHER OR NOT BASED ON NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF EXPRESS WARRANTY, IS LIMITED SOLELY TO RETURN OF THE ORDER PRICE ACTUALLY PAID FOR SUCH PRODUCTS OR SERVICES. This limitation of liability shall in no way diminish or negate any express warranties. Any questions, disputes, controversies, or litigations arising either directly or indirectly from this contract, including but not limited to disputes concerning the validity, interpretation, or effect of this contract, or interpretation and enforcement of the rights and obligations of the parties hereunder, shall be governed (whether in law or in equity) by the laws of the location of breach thereof and shall be submitted to a single arbitrator under the applicable rules of the American Arbitration Association and any decision rendered thereunder shall conclusively bind the parties. Judgment upon the award may be entered in any court having jurisdiction thereof. All arbitrations or other proceedings related hereto in any way shall be conducted exclusively in the county where the project is located, and Buyer and Southwest Ceramic Coatings, Inc.
11. Entire Understanding: Southwest Ceramic Coatings, Inc. is not liable or bound by any warranties, guarantees, statement, or representations made by any broker, employee, or other person representing or proposing to represent Southwest Ceramic Coatings, Inc. unless expressly set forth in the Agreement. It is understood and agreed that all prior understanding and agreement between the parties are merged in the Agreement and that 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.

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