

Limited Warranty – 2 year and 5 year options

The contractor's work is warranted to be free of material and workmanship defects, such as blistering, peeling or chipping paint, for a period of twenty four (24) months after completion of work, subject to the limitations described below. This limited warranty will be valid for sixty (60) months after completion of work, subject to the limitations described below, only when the Premium Paint Job option is selected by customer and completed by the contractor. The limited warranty is effective upon receipt of full payment from customer for work performed under this agreement. Limited warranty is not valid if full contract price is not paid. Customer must retain a copy of the original contract and this warranty.

The following items are not covered under the Limited Warranty:

- any work that is not performed by the contractor
- any work in which the materials or paint were not supplied by the contractor
- varnished surfaces or any galvanized metal areas such as rain gutters and flashing are not covered by this warranty
- any horizontal surface that may collect moisture, including but not limited to decks, stairs, railings, porches, and roofs
- exact paint color match. Due to the natural fade of colors new paint may not be an exact match
- any repairs to the structure including but not limited to foundations, siding, eaves, fascia, gutters, roofs, doors, windows and trim boards which are necessitated as a result of a defect in materials or workmanship regardless of who supplied the materials
- bleeding caused by rust, sap, mildew or any other substance
- cracks in wood surfaces or drywall surfaces
- mildew formation
- complete or partial failure of materials and/or workmanship caused by, or any other damage caused by:
 - normal wear and tear
 - fire, flood, hail, other "acts of God", vandalism, negligence, abuse, sprinklers, modifications or any other similar causes that are not under control of the contractor
 - accidental or intentional exposure to chemicals or cleaning agents
 - structural defects, movement, and/or deterioration
 - peeling, cracking or blistering of any paint layers existing prior to work performed by contractor
 - unusual use or misuse
 - moisture content of the substrate
 - neglect or misuse by the homeowner

This warranty is not valid if the customer chooses to have only minimal preparation work done (e.g., limited priming, caulking, sanding, scraping).

Warranty work is limited to the preparation described in this contract and repainting of the specific failing areas. Entire walls, fascias, eaves, etc. will only be repainted if the more than half of the affected surface is failing.

Warranty work will be performed in a reasonable time period after the contractor is notified. However, contractor may not perform warranty work during inclement weather or colder seasons. During warmer seasons, contractor may take up to 90 days to complete warranty work.

This limited warranty is the only warranty, express or implied, and may not be altered or extended for any reason unless done so in writing by all parties prior to commencement of any work. Under no circumstances shall the contractor be held liable for any warranty work that exceeds the original contract price.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State.

Other Terms and Conditions

The contractor will perform the work according to the specifications described in this contract and in a method according to standard industry practices.

The contractor is not liable for any damages to the exterior or interior of the premises due to the result of any action or event outside of the contractor's control such as, but not limited to, lightning, fire, flood, hail, other "acts of God", vandalism, negligence, abuse, sprinklers, modifications or additions to the structure, installation of equipment, cracking or failure of the roof, failure of walls or foundation, or any other similar causes.

The contractor bears no responsibility for repair of any pre-existing defects or code violations.

The contractor listed on the contract, not McGuyver Painting Specialists, LLC, is responsible for any and all eligible warranty work and materials.

Any additions or changes to the specifications described in this contract that involve extra costs will only be completed after written agreement by both parties and become an additional charge to the customer beyond the initial contract price.

This contract comprises the complete agreement between the customer and the contractor and super cedes all prior written or oral agreements between the parties. This warranty is not transferable.

The owner agrees to hold the contractor, owners, managers, agents, sub-contractors and employees harmless from any liability due to inadequate strength of the structure.