

We believe in clear, honest communication. These Terms & Conditions protect both you and BLC Painting, and are required by Massachusetts law for all home improvement contracts. Please read them – if you have any questions, just ask before signing.

LICENSING & REGISTRATION

BLC Painting, Inc. is a registered Home Improvement Contractor in the Commonwealth of Massachusetts. **Registering Authority:** Director of Home Improvement Contractor Registration, Office of Consumer Affairs and Business Regulation, 30 Park Plaza, Room 5170, Boston, MA 02116 | (617) 973-8787
BLC carries Workers' Compensation and Public Liability insurance of no less than **\$1,000,000 per person / \$2,000,000 aggregate** per incident. All subcontractors are required to carry equivalent coverage.

PAYMENT SCHEDULE

Milestone	Amount Due	Notes
Upon signing	1/3 of total	Non-refundable deposit
At 50% completion	1/3 of total	Due within 3 days of invoice
Final completion	1/3 of total	Due within 3 days of invoice

- Payments not made within **3 days of invoice** may cause BLC to suspend work and void the workmanship warranty. Payments more than **15 days late** incur a **5% late fee**. Customer is responsible for all legal fees if BLC must enforce this contract.
- Customer may **not** withhold payment due to alleged defects. BLC will investigate and remedy any defect after full payment is received.
- BLC **may not** demand payments ahead of the schedule above.

COLORS, CHANGES & SCHEDULING

- Paint colors must be selected at least **7 days before the start date**. Late selections result in additional charges at **\$75/hour** for delays, schedule changes, and material runs.
- Three sample pints are included. Additional samples are **\$75 each**. Color matching will be as close as technologically possible but cannot be guaranteed exact.
- Any change to scope, colors, or materials requires a written, signed **Change Order** from both parties before work proceeds. All extra costs and time adjustments will be documented in the Change Order.
- Work hours are **Monday–Friday, 7–8 AM start / 4–3 PM finish**, unless circumstances beyond BLC's control require adjustment.
- BLC will notify Customer of any **changes to material costs or inflation** adjustments as of the project start date. In the event of a snowstorm, **additional labor charges may apply** if snow removal is necessary to perform the work. BLC will notify Customer of anticipated additional costs in advance.

WARRANTY

- BLC warrants all **labor and workmanship for one (1) year** from the date of final completion, evaluated per Painting Contractors Association industry standards. All warranty requests must be submitted in **writing within the warranty period**.
- Warranty is voided if payment is not made on time; Customer or another contractor performs touch-up work; or Customer fails to return a signed Statement of Completion within 3 days of receipt.
- BLC is **not responsible for differences in paint color or finish when performing warranty work**. Touch-up paint and finishes may not match existing surfaces exactly – this is an inherent limitation of the painting process, not a defect.
- Material warranties are provided solely by manufacturers and are transferred directly to Customer. **BLC is not responsible if Customer fails to complete manufacturer warranty registration**, nor for any defects covered under a manufacturer's warranty.

Not covered by warranty: Normal wear and tear - Weather/moisture damage - Settlement cracks - Painted horizontal walking surfaces (decks, floors, steps) - Mold, mildew, rot, or structural defects - Paint failure from prior coatings or substrate issues - Damage from abuse, chemicals, fire, flood, or acts of God.

SITE & CUSTOMER RESPONSIBILITIES

- Customer warrants they are the **property owner or authorized representative** and grants BLC and its subcontractors access to the premises. Customer is responsible for **obtaining consent from adjoining neighbors** if access to their property is necessary to complete the work.
- Customer must **clear the work area** prior to start and supply **running water and electricity**. Failure to do so results in additional fees. If BLC removes personal property at Customer's request, the rate is **\$75/hour** and BLC is not liable for damage during removal.
- Customer shall provide at least **one parking space** and, where possible, **access to one bathroom** for the duration of the project. If a restroom is unavailable, a port-a-potty fee may be added.
- No other contractors or tradespeople** may be hired to work on the project without prior written approval from BLC during the project.
- BLC may display a **lawn sign** for the duration of the project and is **authorized to photograph/video** the work for marketing purposes.
- Payments left on-site must be placed in a **sealed envelope addressed to BLC's President, Brooke Cambridge**. Written communications should be sent by **email**; text is reserved for emergencies.
- Customer agrees **not to discuss pricing** with BLC employees or subcontractors. Pricing information may only be provided by BLC management.
- No services are included unless specifically listed** in this contract or an executed Change Order. Nothing is implied. If it isn't written, it isn't included.

LIABILITY & PROPERTY

- BLC's maximum liability is limited to its **insurance coverage limits**. BLC is not liable for damage caused by other contractors, Customer's actions, or anyone not employed/subcontracted by BLC.
- BLC will exercise care around **landscaping** but cannot guarantee it from harm. **Drywall dust** is fine and may settle on protected areas after cleanup – this is not a defect.
- If **hidden damage** (not visible prior to work) is discovered, Customer is responsible for material and labor costs. BLC will address the damage at its discretion, or if Customer overrides, the warranty for that work is void.
- BLC is not liable for delays caused by weather, regulatory requirements, inspectional agencies, Customer actions, acts of nature, labor strikes, or late material delivery. Contract price and schedule will be adjusted for such delays.

CABINETS & SPECIAL SURFACES

- BLC is **not responsible for plumbing or leveling** cabinet structures. Cabinets must be **fully empty** before work begins; removal of contents by BLC is at **\$75/hour** with no liability for damage. **BLC will not remove appliances** under any circumstances.
- Cabinet interiors will not be painted** unless specifically requested by Customer and included in the written scope of work or a signed Change Order.
- Cabinet paint requires a **minimum 30-day cure period**. Use before then may cause chipping or marring – this is not a workmanship defect. Repairs will be charged extra.
- If cabinet door removal is necessary, BLC will use its best reasonable efforts to re-install doors as close to their original position and operation as possible. Customer acknowledges that **changing cabinet door colors may make pre-existing misalignments visible**. Any adjustment or re-adjustment by a carpenter or cabinet maker after completion is at **Customer's expense**.
- Existing **joint cracks in cabinet doors will not be filled**, as filler will not hold with natural wood movement over time. This is not a workmanship defect.
- Natural wood movement, hairline cracks, seam lines, heat/grease damage near stovetops, and normal finish mellowing over time are **not covered** by warranty. Scratches from pets, misuse, or negligence are also excluded.
- Damage to surfaces previously painted by others, caused by low-tack tape during BLC's work, indicates a **failed prior finish** and is the liability of the prior homeowner or contractor.

HAZARDOUS MATERIALS (LEAD, ASBESTOS, MOLD)

Properties built before 1978: If the scope involves demolition subject to Massachusetts DEP (lead paint) law administered by MA DCS or EPA, Customer must provide proof the property is not receiving HUD assistance prior to signing.

- If BLC encounters asbestos, lead paint, PCBs, mold, or other hazardous substances, **work will stop immediately**. BLC will not resume until Customer provides written confirmation from a qualified contractor that the area is clear. Remediation and testing costs are **not included** in this contract. BLC bears no liability for any damage, health effects, or costs arising from such substances. **ALL EMPLOYEED WARRANTIES, INCLUDING FITNESS FOR A PARTICULAR USE AND HABITABILITY, ARE WAIVED IN THE EVENT OF MOLD OR MILDEW PRESENCE.**

STATEMENT OF COMPLETION

- Upon final completion, Customer must deliver a **signed Statement of Completion and Acceptance to BLC within 3 days** of receipt. Failure to do so may result in the voiding of the workmanship warranty, at BLC's discretion.

SUBCONTRACTORS

BLC may subcontract portions of the work. BLC remains fully responsible to Customer for timely, workmanlike completion of all contracted work and for all payments to subcontractors.

YOUR RIGHT TO CANCEL

3-Day Right of Rescission (Required by Massachusetts Law)

You may cancel this contract **without penalty** within **3 business days** of signing. To cancel, send a signed, dated written notice stating "I wish to cancel" along with your name, address, and contract date to:

BLC Painting, Inc.
42 Station Road, Salem, MA 01970

All payments will be returned within 10 business days of BLC receiving your cancellation notice. After 3 business days, the deposit is non-refundable.

GENERAL LEGAL PROVISIONS

- This contract is governed by the **laws of the Commonwealth of Massachusetts**. Any disputes shall be brought in the courts of **Essex County, Massachusetts**.
- This document constitutes the **entire agreement** between the parties. No verbal representations are binding. Changes require a written, signed amendment or Change Order.
- If BLC prevails in any legal action to enforce this contract, **Customer is responsible for all of BLC's attorney fees and legal expenses**.
- If any provision of this contract conflicts with applicable law, that provision is severed and the remainder of the contract remains in full force.
- By signing, Customer confirms they have **read, understood, and agreed** to all terms and conditions set forth herein.