

**Legal Terms and Conditions {Print Version} PLEASE READ CAREFULLY!**

**Preparation:** Clean area and ceilings before our arrival as this will reduce chances of foreign matter landing in the surface. Customer is responsible for the cost to remove and/ or repair any foreign object or excess dust that lands on the finished surface after the job is completed. Remove all loose items before our arrival. This includes curtains, mini blinds, pictures, doors, shower doors, mirrors, appliances, tables, accessories or any rugs. If we move or remove any item it is a courtesy only and any damages are the customer's responsibility. If we assist you the customer and something is damaged in the move we are not responsible.

Protection from overspray and dry dust: To protect the immediate areas we must tape and mask it. Masking tape can possibly peel wall paper or paint like finish. Please alert us to any areas of concern so we can take extra caution, however any damage caused by masking or removal is solely the customer's responsibility to repair. You must cover all surfaces near and outside of the item(s) to be resurfaced prior to our arrival to prevent light overspray or surface dust from landing on it. Clean area before we arrive. Any cost to remove overspray or dry dust outside the immediate area of the refinished item is the customer's responsibility and expense.

**Stripping:** Surfaces that have been painted or glazed must be stripped for compatibility of the new coating. Any old coating must be removed completely with the use of a chemical paint stripper. Removal of the previous restoration or failed coating will allow the new coating to bond directly to the original substrate. If customer opts out chemical stripping that surface will be mechanically prepared for new coating. Wet and dry sanding is used to remove the outer most layer of the old coating to produce a flatter, smoother surface to apply the new material upon and no guarantee of negative reaction to the previous coating will be honored. This is referred to as Mechanical Stripping and the finished product will not be covered under warranty. Both processes will require an additional minimum charge. Stripping of cast iron or steel bathtubs unless otherwise estimated. Additional costs for stripping will depend on the severity, size and type of project. Both chemical and mechanical stripping is not applicable to composite surfaces ex. acrylic or fiberglass bathtubs and laminated or solid surface counters.

**Colors, Surface Textures and finished product:** Our standard solid color is Kohler White and China White. Other colors require the mixing of pigments so we cannot guarantee an absolute perfect match on any color as we all see colors differently. Colors and Textures will vary from manufacturer so samples for colors and surface textures shown and presented before schedule date should only be considered a guide. We strive to stay as close as we can to all samples shown but due to the application process variations in color or textures may occur. If you are not present to approve colors, we are authorized to proceed without delay. Cost to change or reapply colors or change textures due to lack of presence by customer will be a customer expense. This is a resurfacing restoration of an original surface, not brand new. We do not apply this process in a controlled dust and climate environment and there is a possibility there will be foreign matter in the finished cured product cures to a solid conforming to your

existing surface. Because each countertop is individually hand crafted, variations in light, color and texture are an inherent part of the resurfacing process and may not be a perfect match to the presented sample. Imperfections in the original counter and/ or dust particles in the air may show through and most of the time cannot be avoided. Any cost to fix is the sole responsibility of the customer.

**Plumbing:** We are not licensed and insured plumbers. However, you authorize us to remove or loosen handles, spouts, drain pieces, or overflow covers, or other plumbing hardware including shower doors if we determine it is necessary. In those cases the customer will be responsible for returning those pieces to their original position. Age or decay of pipe or fixtures may make this impossible so please consult a licensed plumber for any areas of concern. Repair any faucet drips or leaks prior to our arrival. If water leaks delay our work schedule your deposit can be forfeited and/ or a service charge will be applied if a return trip is deemed necessary. Any fixture uninstalled or reinstalled by us is a courtesy and is not under warranty. We are not responsible for any plumbing or fixture replacement related damages under any circumstances.

**Caulking and missing grout:** Caulk removal is the sole responsibility of the assigned technician. Any new caulking application during or at the time of job completion is a no cost courtesy. If the new surface requires a drying time before re-caulk there will be a minimum service charge of depending on the job location for returning to re-caulk, or we will supply a tube of caulking at no additional charge only at the customer's request. **The only color caulk we supply is White or China White** We do not offer tile and grout repair services in the scope of the refinishing process unless otherwise estimated. **Grouting is considered a separate service and will be billed as quoted. We aren't responsible for missing grout after the refinishing process is completed.** If you have any questions concerning grout, consult In Touch Refinishing or a tile and grout repair specialist prior to our arrival or during the consultation.

**Paint and wallpaper:** To protect the immediate area we must mask it. Masking tape can possibly damage paint or wallpaper when removed, especially in the bath/shower area. Please alert us to any areas of concern so we can take extra precautions. Any damage caused by removal of masking or tape should be expected and is the customer's responsibility.

**Materials:** Resurfacing fumes can be toxic so we require that anyone concerned with this sensitivity or reactions to solvents or paint like odors remain out of the immediate area during and 2 to 4 hours after the resurfacing process or until the odor is dissipated. This includes any animals, reptiles, fish, birds or pets.

**Scheduling, Access and Cancellations:** Our business hours are from **8:00am to 5:30pm Monday through Friday**. To get your deposit refunded or if you have schedule changes, they must be received 5 business days or earlier prior to the schedule appointment. Failure to do so will leave a technician idle and your deposit could be forfeited. If for some reason a refund due to cancellation is requested and we have already purchased special colors or materials, a full refund will not be honored and materials purchased and shipping costs will be deducted in full from the deposit. If we are detained by weather, shipping errors, illness, equipment failure or emergency circumstances beyond our control we will notify you as soon as possible for rescheduling. We are not responsible for any losses caused by these delays. Prior to

our arrival, please arrange access for the property. Water and electricity are a necessity. Delays caused by lack of access or no utilities present leave a technician idle and will incur a trip charge or your deposit forfeited

**Terms and legal:** This is a legally binding service contract. Payment is due and payable upon completion of job unless prior arrangements are made. In Touch Refinishing retains the Sole Final Legal responsibility to determine when a job is completed within the scope of the refinishing process. Upon job completion in case of Non-Payment or stop payment In Touch Refinishing reserves the legal right in filing a criminal warrant and arrest of theft of services. WE ONLY ACCEPT CASH, CHECKS OR CREDIT CARDS 3%. On the final day of the job plan to be present to inspect the work and the resurfacing area for cleanliness and render final payment. No postdated or out of state checks. Final payment acknowledges the customer’s acceptance, inspection of Quality of Workmanship and surrounding areas for cleanliness inside and outside the mask areas. Returns to repair defects such as runs, sagging, or other workmanship defects is the sole responsibility of In Touch Refinishing and does not constitute grounds for non-payment by the customer. This legal document is our entire agreement. Any change must be in writing, signed and dated by all parties. Customer agrees to Mediation as a sole remedy for any legal dispute.

**We hereby submit specifications and estimates for item to be resurfaced,**

<b>Standard Bathtub:</b>	<b>Fiberglass enclosure:</b>	<b>Counter Top:</b>
<b>Tile Wall:</b>	<b>Sink:</b>	<b>Vanity/Sink</b>
<b>Jacuzzi:</b>	<b>Shower Stall:</b>	<b>Floor</b>

**Other:**

<b>Finish Caulking:</b>	<b>Yes</b>	<b>No</b>
<b>Stripping Charge:</b>	<b>Yes</b>	<b>No</b>
<b>Tub or Tile Repair:</b>	<b>Yes</b>	<b>No</b>
<b>Custom Color Charge:</b>	<b>Yes</b>	<b>No</b>
<b>Remove masking:</b>	<b>Yes</b>	<b>No</b>
<b>Re-Grouting:</b>	<b>Yes</b>	<b>No</b>

We hereby propose to furnish labor and material complete in accordance with the above specification:

IF WORK IS TO BE DONE IN NON CONSECUTIVE DAYS, PAYMENT WILL BE MADE UPON COMPLETION OF EACH JOB EXCEPTIONS. **MAKE CHECKS PAYABLE TO: In Touch Refinishing**

**GROUTING IS A TRADE OUTSIDE OF REFINISHING.** WE WILL NOT BE HELD RESPONSIBLE FOR ANY MISSING OR RECESSED GROUT LINES AFTER THE REFINISHING PROCESS. IF YOU HAVE ANY GROUTING CONCERNS, PLEASE REQUEST AN ON SITE EVALUATION PRIOR TO SCHEDULING.