

Start Date: _____

Substantial (____%) Completion Date: _____

Full Completion Date: _____

- 4. Payment Schedule.** The Customer agrees to pay the Contractor the Total Payment specified below for the Services in accordance with the following schedule:

Upon execution of the Contract: \$ _____

Upon completion of ____ % of the Services: \$ _____

Upon completion of all Services: \$ _____

TOTAL AMOUNT DUE: \$ _____

The Contractor agrees to provide the Customer a breakdown of all costs (i.e., materials and labor) upon the Customer's request.

- 5. Events Beyond Contractor's Control.** The Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, specific paint color, etc.) or because of events beyond the Contractor's control (such as fire, flood, acts of God, vandalism, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Customer to pay the Contractor for the Services will be extended in the same manner.

- 6. Safety Precautions.** The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. The Customer agrees to keep the Property clear of all known and potential hazards. The Customer further agrees to keep all pets out of the work area of the Property.

- 7. Termination.** The Customer can terminate the Contract by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within ten (10) days of notice of the breach; or (b) if there is any repeated failure by the Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of the Customer.

The Contractor can terminate the Contract by giving written notice: (a) if the Customer fails to make the payments required and set forth in Section 4 within two (2) days of notice of failure to