



SUPERIOR PAINTING AND REMODELING, L.L.C.
TERMS AND CONDITIONS

These Terms and Conditions are in addition to any agreement governing your relationship with SUPERIOR PAINTING AND REMODELING, L.L.C. In the event of a conflict between these terms and conditions and your agreement with SUPERIOR PAINTING AND REMODELING, L.L.C., your agreement with SUPERIOR PAINTING AND REMODELING, L.L.C controls.

A. FORCE MAJEURE

Except for the obligation to pay money, no party to this Agreement shall be liable or otherwise responsible to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to (i) fire, flood, explosions, lightning, windstorm, earthquake, civil commotion, riot, war, terrorism, strikes, labor disturbances, product shortages, transportation difficulties, (ii) governmental law, or a rule or regulation or order of any public body or official exerting or purporting to exercise authority or control concerning the operations covered hereby, or (iii) by any cause beyond the reasonable control of the party in question ("Force Majeure"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure.

B. DISPUTE RESOLUTION

In the event non-binding mediation does not resolve the parties' claim(s), then any claim or controversy arising out of or relating to this Agreement will be settled by arbitration according to the procedures described in this section, and a judgment may be entered upon the award rendered by the arbitrator in any court of proper jurisdiction. The Parties agree to submit the dispute to arbitration according to the procedures described in this Agreement. A judgment may be entered upon the award rendered by the arbitrator in any court of proper jurisdiction. The arbitration will be conducted in Bexar County, Texas. Claimant may begin arbitration by serving Respondent with a written notice to commence arbitration by certified mail at the addresses set forth above. The written notice will provide a statement of the nature and subject of the claim, the amount of damages claimed, or the type of non-monetary relief sought. Arbitration shall be conducted by one arbitrator selected by agreement of the Parties, or if no agreement is reached by application to a court of competent jurisdiction. All costs of the arbitration will be shared equally among the parties. The arbitration will be governed by the Texas Arbitration Act, Chapter 171 of the Texas Civil Practice and Remedies Code. Discovery and procedural matters may generally follow the Texas Rules of Civil Procedure; however, the parties will be free to agree upon, and the arbitrator will be free to prescribe, such discovery and other procedures as shall facilitate the fair, impartial and expeditious completion of the arbitration. Evidentiary hearings will be conducted with reference to the Texas Rules of Evidence. The arbitrator may grant pre-award and post-award interest at commercial rates existing during the relevant period of time. The arbitrator may also award all or part of a party's reasonable attorney's fees, taking into account the final result of the arbitration, the conduct of the parties and their counsel during the course of the arbitration and other factors that the arbitrator may deem to be relevant. The arbitrator may not award exemplary damages except upon a showing by clear and convincing evidence that the offending conduct was committed deliberately with the subjective intent of causing substantial and irreparable harm.

Any arbitration action seeking relief arising out of or relating to this Agreement must be brought within two years from the accrual of the claim or the claim is waived. Any applicable statute of limitations shall begin to run and any alleged cause of action shall be deemed to have accrued in all events not later than the date of Substantial Completion.

C. MISCELLANEOUS

This Agreement: (a) supersedes all prior agreements between the parties with respect to the same subject matter and fully sets forth the understanding of the parties with respect to the subject hereof; (b) shall be interpreted in accordance with the laws of the State of Texas; and (c) shall be terminable by either party forthwith in the event the other shall seek the protection or be placed under jurisdiction of any bankruptcy court, shall be or become insolvent or shall make an assignment for the benefit of creditor. The failure of either party at any time to require the performance by the other of any of the terms or provisions hereof shall in no way affect the right of that party to enforce the same; nor shall the waiver by either party of any breach of any of the terms or provisions hereof be taken or held to be a waiver of any succeeding breach of any such term or provision or as a waiver of the term of provision itself. This Agreement will be construed simply according to its fair meaning and not strictly for or against either party. Nothing contained herein shall be deemed to give any third party any claim or right of action against the Homeowner or the Contractor which does not otherwise exist without regard to this Agreement. Nothing herein shall limit Contractor's ability to file a mechanics' lien in compliance with Texas Property Code chapters 41 and 53 and the Texas Constitution.

D. TERMINATION

Homeowner may terminate this Agreement by giving seven (7) days' written notice if Contractor commits a material breach of this Agreement and fails to remedy such breach within seven (7) days' receipt of notice, weather permitting. If Homeowner does not provide written notice as required herein after the material breach, Homeowner expressly waives the right to monetary damages under this section. In the event of termination under this section, any outstanding compensation earned by Contractor up to the date of termination and during the seven days' notice period shall be due and paid in full upon presentation of the final invoice.

If Homeowner fails to make payments when due to Contractor for Services, Contractor may, upon seven (7) days' written notice to Homeowner, suspend performance of Services of this Agreement. Unless payment in full is received by Contractor within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services under this section, Homeowner agrees that Contractor shall have no liability to Homeowner for delay or damage caused to Homeowner because of such suspension of Services. Failure of Homeowner to make payments to Contractor for Services under this Agreement shall be considered nonperformance and cause for termination. Contractor shall have no liability to Homeowner for termination under this section. Any outstanding compensation earned by Contractor up to the date of termination shall be due and paid in full upon presentation of the final invoice.