Trakt Number: MURAL APPLICATION Applicant: Two Bothers Working Street Address: <u>NO LOMBE</u> State: <u>NO LOMBE</u> State: <u>NO LOMBE</u> City: <u>Heller</u> State: <u>NO Zip: NO248</u> Telephone: <u>SN-S41-9463</u>E-mail: <u>doma Dtwob other</u> Winery, C Signature of Applicant Artist: KAN BLAIR INC. db4 "A Work of Art! Street Address: 4901 LAKE SIDE CIKELE N.R. City: N. Richland Hills State: TX Zip: 16180 Telephone: 682-429-2159 E-mail: Mysetwerk@gmail.com andral Amale Signature of Artist If the Property Owner is other than the Applicant, the Property Owner must sign the application or submit a notarized letter of authorization. Owner: Earph 2013 above Onna Kirhwood Street Address: NO Lamar St. Street Address: <u>NO CARTON</u> City: <u>Keller</u> State: <u>IP</u> Zip: <u>10248</u> Telephone: <u>817.541.9403</u> E-mail: <u>Conceptuabeth</u> Wine-Signature of Owner \*\*\*Please keep in mind that murals shall not contain any text\*\*\*

oposed Timeli	Date: Sept 21 2020 To OCT. 2, 2020 AS SUD AS Appendice
timated Start I	Date: Sept 21 2020 To Oct. 2, 2020
the second	as sur as approved
ECKLIST:	
Completed	Application
Proposed r	mural (digital rendering or detailed, hand-drawn sketch)
Elevation w	vith dimensions of building and mural
Aesthetics	of surrounding area (color and style of buildings)
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# art-wrk.com "A Work of Art!" Sandra Gonzalez Metro 682-429-2159

# Physical Address: 1953 Golden Heights Suite 1405, Ft. Worth, TX 76177 Mailing Address: 4901 Lake Side Circle, N Richland Hills, TX 76180

Pro	posal
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Customer: Donna Kirkwood	Date: July 17, 2020
Address: Two Brothers Winery 110 Lamar St.	Email: donna@twobrotherswinery.com
City, St. Zip: Keller, TX 76248	Phone: 469-951-9877

Base proposal and scope of work for Faux Finishes and/or Murals includes labor and materials as follows: Exterior Mural \$5,300.00: Masonry Exterior Mural Only – Prep/Tape/Plastic, Build Scaffolding & Protective Covering, Tie Back & Protect 3 Existing Trees, Seal Completed Mural with Protective Sealant, Hand-Painted Original Design Landscape Mural includes Train and Tracks, Cargo of Grapes, the 2 Brothers and the Keller Water Tower (Approximately 310 sq. ft. mural space on exterior south side wall)

# Total: \$5,300.00

(Proposal price given providing eggshell enamel base paint on all fore mentioned surfaces)

#### **TERMS & CONDITIONS:**

#### Payment Schedule:

- a. A non-refundable deposit of 1/2 the total cost of all selected services and total cost of all materials/supplies is due prior to purchase of materials and rendering of services.
- Remaining balance will be paid in equal weekly installments due every Friday by 3:00 PM for the projected duration of the project until completed.
- c. A final payment of the remaining amount including any change orders will be due on the final day of completion.
- d. We gladly accept Visa, Master Card, Discover, and American Express for your convenience. An additional 3.85 % will be added to the total sum of services rendered for customers paying by credit cards.
- f. "A Work of Art!" will be given permission to utilize photographs taken by our company photographer of work performed by "A Work of Art!" for the purposes of advertisement, web-site display and portfolio exhibition.

### In all cases our proposal and/or contractual agreement is based on the following:

- a. Access to worksite. If no one is home during normal working hours please provide a key, keypad combination, or garage door opener for access. Also please provide a contact number in case of questions or an emergency.
- b. Customer is responsible for removal of any and all furniture and furnishings from work area prior to the commencement of work, this permits "A Work of Art!" to effectively perform the service which is previously stated in this Scope of Work and contract. "A Work of Art!" personnel are not permitted to move furniture or Furnishing; remove pictures or decorative items, curtains and/or accessories.
- c. Customer is responsible for surface areas that have been properly prepared for decorative finishing, including patchwork, grouting, and primer, painting applications. "A Work of Art!" is not responsible for surface integrity not applied by "A Work of Art!"
- d. Client is responsible for keeping pets and children away from the work area to insure their safety and avoid mishaps.
- e. "A Work of An" retains all rights to any proposed sketches, rough drafts, samples boards, design work, stencils and/or concepts, in any form resulting from the engagement with the customer.
- f. At times it is necessary to erect scaffolding to render services. At these times scaffolding will remain in the work area until completion of that services. For everyone's safety it is the customer's responsibility to keep all adults and children off the scaffolding at all times.
- g. Our proposal to the customer is calculated by industry standard for the time, labor, and materials required to perform services for which we are hired. If at any time the customer requires to observe or assist in the process of rendering these services an additional hourly rate will be incurred by the customer. Teaching the customer to perform our specialized trade requires additional labor hours, these labor hours will incur an additional charge to the customer.
- h. Prices quoted in this proposal/scope of work will be honored for 90 days from date stated at the top of proposal/scope of work.

# In all cases our proposal specifically excludes:

- a. Any surface not specifically described herein scope of work or proposal.
- b. Special request for additional finish work not described herein. Special request will require a signed change order and an additional fees will be incurred.

Disclosure Statement: State law requires us to inform you of contract liens. Any supplier or subcontractor may lie 1 your real property if general contractor or customer fails to pay for goods or services delivered or installed at the work location. Some suppliers automatically send letters of notification similar to this notice. At your request, we will provide original lien release documents from anyone who provides said materials or service. Please call if you have any questions regarding liens.

If in the event of default by the customer, in payment of any sum due, in regards to this contract, it's amendments or attachments, the customer agrees to pay, in addition to any and all sums under this agreement, all reasonable attor usy fees, court cost, incidental cost and fees incurred by "A Work of Art!" in the collection of the sum due herein. Fin 1 payment is due upon completion of service rendered, a default charge will be assessed by "A Work of Art!" for an ' and all unpaid balance. A daily rate of 15% will be incurred by the customer effective the day after completion da unless prior special arrangements have been agreed upon by the customer and "A Work of Art!" Such prior specia payment arrangements will be stated in the proposal and or contractual agreement. A return check fee of \$85.00 w Il be imposed of any check is returned unpaid.

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Customer understands that "A Work of Art!" is not responsible for services rendered by any other company or contractor. Customer agrees and understands that "A Work of Art!" will not warranty services of any other company or contractor not performed by "A Work of Art!". Customer understands that "A Work of Art!" is not responsible for damages incurred by any other company or contractor. All of our work will be performed and completed in a professional manner according to industry standard practices. "A Work of Art!" is not responsible for damages do e by others, any other company and/or contactor. Should someone other than the personnel of "A Work of Art!" damage, alter, or tamper with a decorative finish or murals, additional fees to repair the damage could apply. Charges will be assessed according to the difficulty of the repair.

Unique trade attributes: The customer understands faux finishing is an artistic form. As such, these finishes are a hand-crafted product that allow for unique variations that will not be found in mass-produced, mechanically manufactured wall covering. The sample boards selected and approved by the client are a true indication of the fir al finish, but not every part of every surface will look identical to the sample. The actual finished product will not be perfectly uniform in pattern and or color due to hand application and artistic variance, which is the trademark of custom faux finish work. The client is aware of this and accepts the unique nature of this craft. If the customer des res any changed to the finished product, it will be considered extra work with adjustments made to this contract amount at by signed change order. No additional work will be considered complete and satisfactory with payment of he contract amount due in full.

ACCEPTANCE: The signature below hereby acknowledges acceptance of the proposal and attached scope of work, authorizes "A Work of Art!" to proceed and guarantees payment as outlined herein.

Customer Signature:	Donna Kirkwood	Date 9/9/2020
Customer Approves of services rendered and completed		Date

Exterior patio wall

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Currently the interior of our paties. we would keep this and mural the exterior.

