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## Window Tinting Agreement

### **Written Agreement**

This Agreement ('Agreement') is entered into by and between Obscured Vision Tints, hereinafter referred to as 'Provider,' and the client engaging the window tinting services, hereinafter referred to as 'Client,' collectively referred to as the 'Parties,' as of the date this is signed.

#### **1.) Assumption of Risk and Legal Shade:**

Client acknowledges that the selection of tint percentage for their vehicle's windows carries inherent risks, including but not limited to potential legal consequences and restrictions imposed by local regulations. Client accepts full responsibility for their choice of tint percentage and any associated risks or liabilities, understanding that tint laws vary by province in Canada. Obscured Vision Tints installs what the customer desires that they consider safe for the road/off-road. Client further acknowledges that if they choose to have old tint removed prior to the application of new tint, there may be risks associated with the removal process, and Obscured Vision Tints shall not be held liable for any damage that may occur during or as a result of the tint removal process.

We expect and advise all customers to read the provincial laws on tint prior to install. We are not responsible for any tickets issued or issues with inspections in any province. This is 100% the customer's responsibility.

#### **2.) Limitation of Liability:**

Obscured Vision Tints shall not be held responsible or liable in any way for any fines, penalties, tickets, legal fees, or other consequences incurred by Client as a result of the window tinting services provided. Client hereby releases Obscured Vision Tints from any and all claims, damages, or liabilities arising from such consequences.



### **3.) Windshield Tinting Disclaimer:**

Client acknowledges that tinting a windshield may require the removal of certain components such as the dashcam or other foreign objects to ensure proper installation.

For vehicles such as Ford models, or any vehicle where the rearview mirror cannot be easily dismantled (ex. with a basic screw), the Client is required to have the rearview mirror removed by a professional prior to bringing the vehicle to Obscured Vision Tints, or there will be a slit in the film around the mirror. This may increase the amount of contamination around the mirror.

Obscured Vision Tints shall not be held responsible for removing or reattaching rearview mirrors or other components following the tinting process. Client agrees to handle these tasks themselves or seek assistance from a qualified professional at their own expense.

### **4). Defroster and Glass Preparation Disclaimer**

Client acknowledges that during the preparation phase for window tinting, especially on vehicles like the Ford F-150 Lightning, there is a risk of damage to defrosters or glass, even with light preparation. Obscured Vision Tints shall not be held responsible for any damage to defrosters or glass during the preparation phase. It is recommended that clients consult their vehicle manufacturer for any concerns regarding the fragility of these components.

### **5.) Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Ontario, Canada.

### **6.) Deposit Requirement:**

Client agrees to pay a deposit of 20% of the estimated total cost before work commences. The deposit is non-refundable and is intended to help cover material and other associated costs. The remaining balance shall be paid upon completion of the job. Obscured Vision Tints reserves the right to withhold commencement of work until the required deposit is received. Client acknowledges that failure to provide the required deposit may result in delays or cancellation of services.



If Client chooses to pay the deposit via check, Client agrees to inform Obscured Vision Tints at the time of signing the initial contract and booking the appointment. Client acknowledges that the check will be subject to verification by Obscured Vision Tints' bank to ensure its legitimacy and may require additional processing time. Obscured Vision Tints reserves the right to withhold commencement of work until the deposit check has been verified and cleared by Obscured Vision Tints 's bank. Client further acknowledges that any delays in the verification process may result in delays or rescheduling of the appointment.

### **7.) Disclaimer for Personal Items:**

Obscured Vision Tints shall not be held responsible for any loss or damage to personal items left in the vehicle during the window tinting process. This includes but is not limited to wallets, phones, electronics, cash, or any other valuables. Client acknowledges and agrees that it is their responsibility to remove any personal items from the vehicle prior to the commencement of services.

### **8.) Disclaimer for Electronics:**

Obscured Vision Tints shall not be held responsible for any damage to electronic components within the vehicle during the window tinting process. This includes but is not limited to temporary malfunction or damage to window switches, dashcams, or other electronic devices. Client acknowledges and agrees that any such electronic components are left in the vehicle at their own risk.

### **9.) What to Expect with Your New Tint:**

Your new Tint Job and what to expect:

**Drying Time** - Observe your window film at about 3-5 feet, look through it, not at it. Your film will take almost 30-49 days to fully cure. During this time, the windows will appear hazy and there will be small water pockets caused by excess moisture trapped between the glass and the film forming a kind of "blister". Do not squeegee, prod, or poke these water blisters, they will disappear once all the water has evaporated.

DO NOT roll your tinted windows down until they are dry for 3-5 days, otherwise the film could peel. With ceramic tint, do not roll down your windows for 5 days after installation. The total tint will take 5-7 days to dry, cure and settle after the date of installation.



**Cleaning** - The best way to clean your tinted windows is by using a soft cloth or regular paper towel (not the brown, scratchy stuff). DO NOT use ammonia-based products such as Windex, unless they are labeled AMMONIA FREE. Over time, the ammonia could react to the chemicals used in the film and cause the window film to become hazy and blotchy. Stick to soap and water if an ammonia-free cleaner is not readily available! Wait 1-2 weeks after installation to clean windows.

**Imperfections** - Though we strive for perfection in our installations, due to the nature of the product, some degree of dust contamination and/or minor imperfections are present in every window film application.

**Black Dotted Edges** - Most cars have a black ceramic “frit” edge on the rear window. Sometimes this ceramic edge is straight and flat, sometimes it will have a dotted edge. These black ceramic dots are quite thick on most cars and prevent the window film from sticking to the space between the dots. This results in a whitish looking strip trimming the glass. Typically, this isn’t very noticeable, however some cars have a wide band of dots trimming the top of the rear window. This area will look less than perfect and most times ununiformed.

**Seatbelt Chips** - Caution should be used when releasing seat belts. Small chips can be made in the window film due to the seat belt hitting the glass as it is released. This goes along with loading your vehicle with any objects that may pierce the film. Please be careful even after the curing and drying time.

**Cold Weather** - Do not roll down windows until vehicle is fully defrosted otherwise it could make your film peel up from the bottom.

**Scratches In Your Glass** - As a vehicle ages, dirt builds up in the window seals. As windows get rolled up and down, the dirt build-up tends to make vertical scratches in the glass. Once tinted, these vertical scratches are more noticeable than they were before the window was tinted.

## **10.) Warranty Process and Legal Shade:**

**Warranty Process:** How the warranty process works is simple. You have a limited lifetime warranty on the film ONLY. We are not responsible for the actual glass itself EVER. In order for the warranty to stay in place, the vehicle must remain in the name of the original owner’s name that had the film installed. Warranty typically covers fading or delamination. Warranty does include lifting or glue failure but depends on area due to customers not waiting the appropriate time to roll windows down. That will be determined by the film company itself, not us. A picture will be taken and sent in for the warranty. Usually within a week we have an answer to proceed or deny.



**Flat glass warranty:** To ensure proper curing of your window film, do not clean your windows for at least 30 days. Thicker films can take several months to fully cure. Do not attempt to pierce a water bubble during the curing period as this will cause damage to your film that is not covered by the warranty.

**Basic Film Warranty** - Madico, Inc. warrants professionally sold and installed Madico® brand commercial and residential window films (the "Products") against peeling, bubbling, rippling, cracking, adhesive failure, delamination, and demetallization. Warranty time periods vary and are stated on the schedule provided with each completed job.

**Glass Breakage Warranty** - All Madico window films include limited coverage against thermal stress and thermal expansion glass breakage caused as a direct result of an approved residential or commercial installation on vertical glass only. The coverage period is up to five years from the original film installation completion date. Madico will, upon verification of coverage, pay for replacing the glass and the window film. There is a repair and replacement limit of \$500 per window.

**Seal Failure on Dual-Pane Units** - This warranty extends to seal failure on dual pane units, if and only if the customer has and provides to Madico a window manufacturer's warranty against seal failure that has not expired. For approved films and applications, Madico, Inc. only warrants against seal failure for the remaining period of the window manufacturer's warranty, or the time period noted on the table above, whichever is shorter. Upon approval, Madico, Inc. will pay for replacing the insulated glass unit up to a maximum of \$500 per window.

**Exclusions;** Madico's Option to Remove Film - Buildings with a prior history of seal failure or thermal glass breakage are not eligible for glass breakage or seal failure coverage. Further, in the event of multiple failures on one or more filmed windows, Madico, Inc. reserves the right to remove all of Madico, Inc.'s window film and reimburse the customer for the amount of the original film installation invoice.

**General Provisions** - The warranty coverage begins at time of installation completion. Rental units are considered commercial properties. This

coverage is extended only to the original purchaser and is not transferable and terminates automatically upon any sale, conveyance or change in tenancy of any property. Madico, Inc.'s warranty liability is limited to the replacement and re-installation labor of only such quantity of film product determined to be defective by Madico, Inc. Replacement of film or glass does not extend the original warranty time period.

**Warranty Disclaimer** - THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, NOR ARE THERE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY APPLICABLE TO



THE PRODUCTS. THIS MANUFACTURER'S WARRANTY DOES NOT COVER CUSTOM PRODUCTS, IMPROPER OR POOR INSTALLATION OF THE PRODUCTS WHICH INCLUDE BUT IS NOT LIMITED TO, SQUEEGEEING, TRIMMING AND MEASURING. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN NO EVENT SHALL THE MANUFACTURER BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF MADICO IS ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS VOID IF THE PRODUCT HAS BEEN SUBJECT TO ABUSE, IMPROPER INSTALLATION AND/OR CARE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY STATE OR PROVINCE.

#### **11.) Vehicle Possession:**

We require the customer to have coverage on the unit being tinted. We are not responsible for any damage while in our possession either in our parking lot or in the shop. Unfortunately, we don't have time to document all damages to a unit prior to performing the installation.

#### **12.) Glass Condition and Removal Processes:**

**Glass Condition:** We are not responsible for the condition of your glass. When tinting a window, the tint gets applied on the inside of the glass. With that being said, it enhances all scratches on the inside and outside of the glass as it becomes a "backing" of the glass. Keep in mind, we use non-abrasive tools when installing, so the chances of us scratching your glass are impossible.

**Defrost Lines:** Defrost lines are the lines around or through glass that heats up to help melt ice/snow. If you have a faulty section that looks like a "burn" mark we will tint over it as normal. However, we are NOT responsible in ANY WAY what happens to that glass in the future. WE ARE RESPONSIBLE FOR THE TINT, NOT THE ACTUAL GLASS IT'S STICKING TO.

**Removal of Window Tint:** During the removal process, many things can happen - especially with the back window. We have a 3-step method and it goes like this. Step 1, steam it off. If that fails, we go to step 2. Step 2 is the use of chemicals. If that step fails, we take a razor blade to your back window and remove the entire or basically the entire back defrost line. Please understand this fully before having this procedure done as it will eliminate the use of the defrost in the future.



**Full Windshield Tint:** When performing a full windshield, the customer must understand it's a lot of real estate per se to keep clean. You may have some contamination due to using the "dry" install method. Most vehicles' dash must remain dry using a soak rope, as the main computer modules are located under the driver's side dash. Remember, this is an aftermarket application and you're asking us to spray water on your front windshield. We take extreme caution when performing this but we are NOT responsible for any damages that may occur while or after installation is complete.

**Removal Of Any Piece of The Unit:** We are NOT responsible for any broken clips, tabs, wiring harness, or modules etc. We simply don't have time to inspect every unit and document issues prior to us removing anything. We don't play the blame game; we just assume this is why you have full insurance coverage on the unit prior to any work.

**Removal Of the Rear-view Mirror:** If you have a "magnetic style" mirror we will attempt to gently remove it upon your request. If you don't request this, you will have a "slit" above the mirror. Please understand that if we use the "slit" method, your contamination around the mirror is much greater than a normal install.

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## 13.) Flat Glass Installations

### 1.) Minimum Job Fee

At Obscured Vision Tints, we have a minimum fee of \$150 for all flat glass tinting projects. This fee is applied regardless of the number of windows or the size of the installation. We've implemented this minimum fee to ensure that our time, resources, and expertise are utilized effectively.

While individual window tinting jobs may seem straightforward, flat glass installations can be complex and require significant resources, planning, and coordination. Even a single window or smaller job can demand special attention, preparation, and sometimes additional equipment to ensure the best results. For example, if the quote for a smaller job totals \$100, the minimum charge will still be \$150 to cover the necessary resources involved in performing the work.

This fee helps to guarantee that you receive the quality service you expect, and allows us to allocate the right amount of time and effort to each project, regardless of size. It also ensures that we can continue to offer efficient service, with attention to detail, and maintain the high standards we pride ourselves on.



Please keep in mind that this minimum fee is applicable to every flat glass job, no matter how simple or small the task may seem. If you have any questions or concerns about the cost of your flat glass project, please feel free to reach out, and we'll be happy to provide more details or a customized quote.

## **2.) Seal Damage and Pre-Existing Conditions**

Obscured Vision Tints is not responsible for replacing damaged or deteriorated window seals. If seal damage is pre-existing or occurs during installation due to age or condition, repairs or replacements are the Client's responsibility.

## **3.) Window Cleaning and Surface Preparation**

Windows requiring extensive cleaning due to age, debris, or hard nubs on the surface may incur an additional cleaning fee, depending on the effort required to prepare the windows for installation.

## **4.) Space Requirements for Installation**

A minimum of 5 feet of free space around each window is required to perform the installation safely and effectively. If assistance is needed in moving furniture or other obstructions, we are happy to help; however, additional charges may apply.

## **5.) Large or Complex Installations**

Installations involving windows larger than 20 feet or requiring specialized equipment, such as scaffolding, lifts, or sky jacks, may incur additional fees.

For exterior films, costs will depend on the specific equipment rental needs and installation complexity.

## **6.) Glass Breakage Disclaimer**





Obscured Vision Tints uses a meter to determine the appropriate film for each window, ensuring compatibility. If glass breakage occurs after installation, it is not the responsibility of Obscured Vision Tints.

### **What Causes Glass Breakage?**

Glass breakage is caused by stress on the glass. The five types of stress that may cause glass to break are:

- 1. Thermal Stress - from absorption of solar radiation.**
- 2. Tensile Stress - from the weight of the glass itself.**
- 3. Mechanical Flexing Stress - from wind pressure.**
- 4. Impact Stress - from flying objects such as hail or storm debris.**
- 5. Twisting Stress - from a building or window frame sagging or settling.**

The use of window film may increase thermal stress on sunlit glass. Other factors contributing to thermal stress include partial shading, tightly fitted drapes, signs, decals, and heating or cooling vents directed at the glass. Different types of glass (annealed or tempered, clear or tinted) also have varying tolerance levels for thermal stress.

### **7.) Warranty Coverage**

Warranty limitations depend on the specific brand of film used (e.g., Madico Architectural). Clients are encouraged to review the warranty terms provided at the time of installation.

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### **14.) Post-Installation Care Instructions:**

Client acknowledges that proper care following the window tinting process is essential for optimal results. Therefore, Client agrees to adhere to the following post-installation care instructions:

- Following the completion of the window tinting services, Client understands that there may be water residue present on the vehicle. As a result, Client may need to wash the vehicle to remove any residual water and ensure a clean finish.



- Client agrees to wait a minimum of 48 hours before washing the vehicle to allow the tint film to properly cure. During this curing period, moisture may be present, and therefore, it is important not to wash the vehicle immediately after the tinting process.
- Client further understands that during the curing period, it is advisable not to roll down any windows for a period of 3-5 days to give the tint film adequate time to cure and adhere to the windows effectively. Obscured Vision Tints shall not be held responsible for any damage to the tint film or its effectiveness after the client picks up the vehicle. Additionally, Obscured Vision Tints shall not be liable for any damage or issues arising from the tint film after the client leaves the premises.

By signing this Agreement, Client acknowledges and agrees to adhere to the post-installation care instructions outlined herein.

#### **15.) Retaliatory Negative Reviews:**

Client agrees not to use negative reviews or negative posts as a method of coercion to receive services, refunds, or any other actions outside of what is stipulated in this Agreement. Any such actions will be considered a breach of this Agreement and may result in legal action.

#### **16.) Entire Agreement:**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Obscured Vision Tints

**Obscured Vision Tints**



Client Name (Please Print):

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Client Signature:

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Date: \_\_\_\_\_