

Gofers

Contract Terms

Changes/ Deletions Any additional work required due to site conditions that are uncovered in the course of the project is not included in the contract price and shall be extra to the contract price. Any additional work required as the result of municipal or engineering inspections will be made known to the Owner and shall be an extra to the Contract Price. Changes/Additions to the contract will be calculated in lump sum agreement in advance by both parties payable in the next scheduled draw/payment. Changes/Additions must be made in writing. Deletions will be calculated on a cost less 10% basis to be deducted from the next scheduled draw/payment.

Time Limits Any delay in substantial completion or full completion is an excusable delay if beyond the contractor's control, including labor disputes, unavailability of materials, delays in obtaining a permit, fire, natural disaster, pandemic, war, unfavorable weather, breach by any subcontractors; or any delay by owner of processing proposed changes, delays resulting from inaccuracies in information provided by Owner, or delays resulting from work by Owner or Owner's Contractors. In the event of an excusable delay, the Contractor will inform the Owner of the delay, its reason, and anticipated amended dates of completion within 24 hours, or if that is physically impossible, as soon thereafter as possible. If the Contractor is unable to commence the work within **15 days** from the commencement date, due to causes beyond the Contractor's control such as inability to obtain a building permit, or delay in the Owner providing access to the property, then the Contractor or Owner may cancel the Contract on written notice mailed to or delivered to the address of the other party. The Contractor's liability to the Owner shall be limited to the refund of any monies paid by the Owner to the Contractor, less any cost incurred by the Contractor as previously agreed.

Utilities/Facilities Contractor and the Owner agree that responsibility for the provision of utilities and facilities will be assumed by the Owner.

Site Contractor agrees to keep the site orderly and reasonably free of debris. At the completion of the project, the contractor shall remove all equipment, materials, garbage and anything else incidental to the project, and leave the property fit for use. Contractor agrees to enforce a 'no-smoking' rule inside the house for site crew and subcontractors at all times.

When the owner is occupying a residence while the work specified is being completed the owner accepts that there may be inconveniences from time to time arising from the project and the contractor agrees to keep such inconveniences to a reasonable minimum.

Warranty Contractor warrants materials and workmanship provided by the Contractor for the Work for a period of 1 year from the date of substantial completion. Any defects in the Work due to faulty materials and/or workmanship will be corrected at the Contractor's expense during this warranty period.

Contractor does not warrant labor and/or materials supplied by the Owner or the Owner's subcontractor(s); nor does the contractor warrant work performed by the contractor that is affected by faulty labor and/or materials provided by the owner or the owner's subcontractor(s).

Disputes All disputes between the parties shall be submitted for amicable discussion and resolution. In case of a dispute, a third party, agreed to by the Owner and the Contractor, will be appointed to help the parties settle the dispute. The cost will be shared equitably.

If **a)** the Owner does not perform their obligations under this Contract and has not corrected the default within 30 days of written notice by the Contractor, or **b)** the Owner becomes bankrupt, or makes a general assignment for the benefit of creditors, or a receiver of the Owner is appointed, or **c)** if the Work is stopped as a result of a court order, then the contractor may cease work and treat the contract as repudiated. An accounting shall be made, and the contractor shall be entitled to payment for such part of the work as is completed, including any management fee as would normally be part of such payment.

If **a)** the contractor does not perform the work in accordance with the terms of the Contract and has not corrected the default within 30 days of written notice by the Owner, or **b)** the contractor becomes bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed, then the owner may finish the work in accordance with the plans and specifications as the owner may deem expedient, but without undue delay or expense. The contractor shall then not be entitled to any further payment under this contract, but upon completion of the work, an accounting shall be made. If the unpaid balance on the contract price exceeds the expense of finishing the work, the owner shall pay the Contractor for such parts of the work as were payable and completed at the time of default. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the owner after such proof of payments made have been provided to the contractor.

Termination The contractor and owner together may terminate this contract by mutual agreement in writing. Either the contractor or the owner may unilaterally terminate this contract with two weeks' notice in writing to the other party; and all invoices, charges, costs, credits and adjustments shall be submitted within that two weeks and paid within two weeks thereafter; and the contractor shall leave the project in as stable, safe and secure state as the Contractor deems reasonable. If the Contractor terminates this Contract, Contractor agrees to return any monies remaining after deductions for material/labor/down payments. If the Owner terminates this Contract, a 10% cancellation fee for the remaining balance on the project/job shall be paid to the Contractor.

Supplementary Clauses

Signage The owner agrees to permit the contractor to display a sign on the property until completion of the project, and to let the Contractor use photos of the project for participation in awards programs and for promotion, in print, in the media, or for website use.

Driveway Reasonable effort will be taken to protect the driveway. However, normal use of heavy equipment, waste bins and/or trucks may cause damage to some driveways. All repairs to the driveway, other than as the result of the Contractor's negligence, will be the responsibility of the Owner and will be charged as an extra to the contract.

Dust Owner acknowledges that the work will result in the creation of dust and noise.

The Contractor will endeavor at all times to keep such to a minimum and to take reasonable measures to contain dust. The Owner is responsible for the removal or safeguarding of computers and other items on the site that can be damaged by dust.

Subs Owner shall not contract or attempt to contract any work directly with the subcontractors or suppliers provided by Contractor during the course of the job under contract. All business related to the project will be conducted through the Contractor.

Plumb & Level It may be found that the existing structure is out of plumb and/or out of level. The proposed work does not include leveling or straightening of the existing structure unless it is specifically mentioned. Leveling of the subfloor in preparation for installation of new hardwood flooring would be an extra, to be ascertained, if necessary, after existing flooring is removed.

Personal Effects Owner shall remove furniture and all personal items from the work areas and any areas required for access by the contractor. The Owner shall remove articles from the walls and other locations that are not secure or may be dislodged or damaged, in all areas of the house affected by the work and/or access to the work and/or services. The Contractor holds no responsibility for items left by the Owner in any areas that are affected by the renovation, including access points and traffic through the home.

Landscaping Owner shall remove and preserve all landscaping items or materials (e.g. plants, bushes, edgings, pavers and so on) to be saved or replanted, from the area designated for excavation and storing of backfill material around same, prior to start-up. Any landscaping or site finishing will be charged as an extra to the contract, unless otherwise specified.

Debris During the work, the contractor will keep the site tidy and remove debris as necessary. On completion, the Contractor will provide a final clean-up to include the removal of all debris; surplus materials, tools and equipment, and the project will be left in a broom swept condition. Except as otherwise itemized, all materials to be removed from the premises shall be disposed of by the Contractor, and if any such removed materials can be salvaged, reused or recycled, the benefit shall belong to the Contractor.

Services If it is required to move service meters, payment of any service connection fees or service upgrade fees are the responsibility of the Owner.

Included in the contract is installation of simple surface-mounted light fixtures. If the owner chooses another fixture that requires more time to install, that time will be an extra to the contract.

Storage Owner acknowledges that space will be needed and provided at the site for the storage of material and equipment. The space requirement will be established during a meeting between the owner and the contractor, prior to the start of construction.

Underground Utilities The contractor will contact the appropriate authorities and request information on the location of all underground services in the areas of excavation, construction, grading and paving, as well as access used by heavy equipment. The contractor shall not be held responsible for damage to or removal of underground services not identified during the investigation, including cables, wires, telephone or hydro-electric connections, pipes, sprinkler lines, water or sewage disposal systems or conduits or similar items, and the owner covenants and agrees to hold harmless and indemnify the contractor with respect thereto.

Re-Routing Unless specifically indicated, the contract price does not include re-routing of vents, pipes, ducts or wiring conduits that may become necessary during removal of walls or cutting of openings in walls.

Unforeseen Unless specifically indicated, the contract price does not include the cost of rectifying damage to the existing premises caused by dry rot, mold, ants or termites, mitigation or removal of substances such as asbestos or lead, or other pre-existing conditions that were unknown at the time the contract was signed. During inspections by building officials or engineers, additional work may be requested beyond the terms of the project. Should this occur, the contractor will advise the owner of any additional costs that will be incurred by the owner following a proper assessment of the required work. If the owner or contractor discovers concealed physical conditions, which existed before commencement of the work, and which differ materially from the conditions indicated in the contract or from those ordinarily found and generally recognized as inherent in such a project, then the observing party shall notify the other, and the contractor will promptly investigate. If the finding is that the conditions differ materially and this would cause an increase or decrease in the contractor's cost or time to perform the work, the parties will sign a change order to reflect this. The change order should be signed or agreed to prior to starting the work. If during demolition the contractor encounters conditions that could not reasonably be anticipated by the contractor and that will increase the contractor's cost of demolition and removal, this cost will be charged as an extra to the contract.

The signing of the Contract Terms assigns understanding and agreement to the above terms. Any changes to the Contract Terms will be made in writing and/or within this document with initials from the contractor and the owner.

Signature of Owner

Date

Printed Name of Owner

Contact Phone #