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# Home Remodeling Contract

## 1. Recitals

This Remodeling Contract is entered into \_\_\_\_\_ (“Effective Date”), by and between;

\_\_\_\_\_

resides at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter

“Contractor”)

AND

\_\_\_\_\_

resides at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter

“Client”)

## 2. Services

The Contractor is under the obligation to perform the following remodeling services (hereinafter "Services"):

The Services shall be performed at the following address ("Property"):

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## 3. Service Schedule

Start Date:

Substantial \_\_\_\_\_% Completion Date:

Full Completion Date:

Both parties agree that all dates are subject to change if both parties mutually agree on the new schedule. If the Client requests any change or modification, the Client accepts the change in dates with regard to the changes and modifications requested.

## **4. Payment Schedule**

The Client agrees to pay the Contractor under the following payment schedule:

Upon the Execution of the Contract:

Upon the Completion of \_\_\_\_\_% of the Services:

Upon the Completion of All Services:

Total Amount Due:

## **5. Change in the Services**

The Client may request reasonable changes to the Services described above. Any changes to the Services must be in writing and signed by both the Contractor and the Client. The Client agrees that any changes may result in extensions in the Service and Payment Schedule agreed above by the parties.

## **6. Contractor's Responsibilities**

### **Performance**

The Contractor agrees to perform the Services in accordance with the terms and conditions stated in this Agreement herein. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

### **Personnel**

The Contractor agrees to provide suitable and competent personnel to perform the Services as required by this Agreement. The Contractor shall at all times maintain good discipline and order at the Property.

### **Furnished Items**

Contractor shall furnish and be fully responsible for all materials and equipment necessary for the furnishing, performance, testing, start-up and completion of the Services.

### **Subcontractors**

Contractor shall be fully responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Service under this Agreement with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

### **Permits; Inspections**

The Contractor shall obtain and pay for all construction permits and licenses unless otherwise agreed to by the in writing. Clients will assist the Contractor, when necessary, in obtaining such permits and licenses. Contractor will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Services.

## **Taxes**

\_\_\_\_\_ will pay all sales, consumer, use and other similar taxes required to be paid by \_\_\_\_\_ in accordance with the laws and regulations of the place of the Services which are applicable during the performance of the Services.

## **Safety**

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 Client agrees to keep the Property clear of all known and potential hazards. The Client further agrees to keep all pets out of the work area of the Property.

## **Damage to the Services**

Contractor will repair or replace, at Contractor's sole expense, every portion of the Services that is damaged or destroyed prior to Completion Date and caused in whole or in part by the acts or omissions of Contractor. Notwithstanding the foregoing, Client will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Services was Client's negligence.

## **7. Indemnity and Hold Harmless**

Contractor will indemnify and hold harmless Client against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Services but only to the extent caused in whole or in part by the acts or omissions of the Contractor.

## **8. Liability and Waiver**

If the Contractor, any of its employees, contractors, agents, or the like are injured in the course of performing the Services, the Client is exempt from liability for those injuries to the fullest extent allowed by law, unless the injury is due to the Client's negligence.

If the Contractor breaches any of its obligations under this Agreement, then the Client may give Contractor a written notice for the Contractor to fix the breach in the shortest while. If Contractor has not cured such breach within \_\_\_\_\_ calendar days from the receipt of Client's written notification, Client may terminate the Agreement immediately.

The Contractor can terminate the Contract by giving written notice: (a) if the Client fails to make the payments required within \_\_\_\_\_ days of notice of failure to make a payment; or (b) if the Client commits any other material, non-financial breach and fails to correct the breach within \_\_\_\_\_ days of notice of the breach.

# 10. Miscellaneous

## Entire Agreement

This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Contractor and the Client.

## Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

IN WITNESS WHEREOF, Client and Contractor have signed this Contract.

**Client Signature**

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**Contractor Signature**

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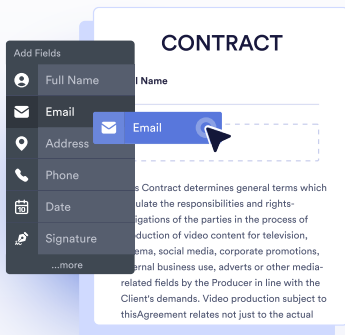


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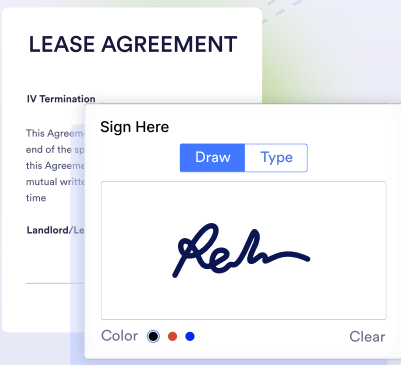
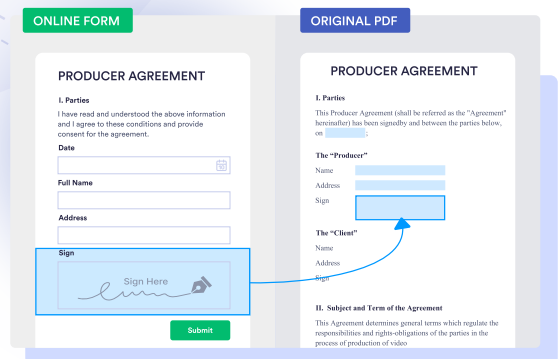
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