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Date

\*Client

\*Malcarne Contracting proposes to furnish all material, labor, and equipment necessary to complete the

work outlined in Estimate # 6131-R2 detailed below in this contract.

Allowances:

$1,000 Plumbing fixtures

$200 Lighting fixtures & switches

$400 Radiator

$300 Flooring material allowance

$3,000 Door allowance

$200 Door hardware

$5,100 Grant total for allowances

NOTE:

Homeowners will obtain any necessary permits needed for the project:

All inspections will be billed out separately

Exclusions: Inspections, Plans, Permits & Landscaping/Arbor Care

Anticipated start date: September 20, 2021

Anticipated completion date: January 17, 2021 (we are planning on being finished with the majority of the work sooner though ordering materials may cause us to be delayed)

All of the above work is to be completed in a substantial and workmanlike manner for the sum of **ONE HUNDRED TWENTY SEVEN THOUSAND TWENTY AND 00/100 DOLLARS ($127,020.00)** There will be minor alterations to the contract sum based on changes during construction. Any alterations or deviation of the work described and as above will be executed upon written order for the same and will be added or deducted from the sum quoted in this contract or will be performed on a time and material basis at $125/man/hour.

Is time of the essence in the completion of this contract? \_\_\_\_\_Yes \_\_X\_\_\_No

**Dates and dollar amounts of all progress payments:**

**\*Deposit: $20,000.00**

**Progress payments will be applied for monthly based on percentage of completion for each project (less the deposit)**

Any balance not paid within thirty (30) days will be subject to a 2% monthly finance charge.

ALL DEPOSITS RECEIVED FOR WORK NOT YET COMPLETED WILL BE DEPOSITED IN A SEPARATE BANK ACCOUNT NO LATER THAN FIVE (5) BUSINESS DAYS AFTER RECEIPT AT RHINEBECK BANK, 6410 MONTGOMERY STREET, RHINEBECK, NY 12572.

Note: We may withdraw this proposal if not accepted within 10 days.

Respectfully Submitted,

Malcarne Contracting

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**ACCEPTANCE**

Malcarne Contracting is hereby authorized to furnish all materials, equipment, and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount in the said proposal according to the terms thereof.

Malcarne Contracting is authorized to obtain any and all necessary variances and permits pertaining to the scope of the project outlined in this proposal and attachments.

Contractor warrants all work for a period of 12 months following substantial completion.

IF FOR ANY REASON THE UNDERSIGNED WANTS TO CANCEL THE CONTRACT, MALCARNE CONTRACTING MUST RECEIVE THE REQUEST IN WRITING WITHIN THREE BUSINESS DAYS OF THE ACCEPTANCE DATE. (IN REAL EMERGENCY SITUATIONS, THE THREE (3) DAY NOTICE CAN BE WAIVED).

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

“The contractor or subcontractor who performs on the contract or the materialman who provides home improvement goods or services and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws. Any contractor, subcontractor, or materialman who provides home improvement good or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic’s lien. Any mechanic’s lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic’s lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic’s lien.”