

Comprehensive Contract and Agreement of Payment

Document/Form #201-__

This Comprehensive Contract and Agreement of Payment ("Agreement") is hereby made and entered into on (Date) (MM/DD/YYYY) ____ / ____ / ____ by and between (Name) _____, located at (Address) _____

hereinafter referred to as the "Contractor," and (Client name) _____, located at (Address) _____

hereinafter referred to as the "Client," collectively referred to as the "Parties."

1. Applicable Laws, Etc.

1.1 This document to be provided in accordance with the Illinois Home Repair and Remodeling Act section 15, (815 ILCS 513/15) if Total Payment (see subsection 3.1) exceeds \$1,000. Additional documents may be required or recommended, see Footer 1.

1.2 Section 9 of this document is to be explained clearly and concisely by Contractor to Client per 815 ILCS 513/15.1(a) and may be voided ONLY if SPECIFICALLY requested by Client, per section 15.1(b) of said law.

1.3 In the event that this contract falls under the definition in 815 ILCS 513/18(e), the following clause may be necessary:

You (Client) may cancel this contract at any time before midnight on the earlier of the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy or the thirtieth business day after your insurer has received properly executed proof(s) of loss from you.

The preceding clause is to be formatted with 10pt boldface font. If the aforementioned definition is not applicable, this clause is to be struck through with an ink pen or permanent marker, and shall be null and void. Contractor is to specify to Client whether the clause is applicable or not.

1.4 If the preceding clause is NOT annulled, a cancellation form, Document/Form #307-__ is to be printed and filled out by Contractor. It is to be provided, physically affixed to this contract in a method that is easy to remove, such as a single staple, one or multiple paper clips, *et cetera*. It is to be clearly and concisely explained to the Client.

1.5 If Contractor is to climb on the roof or inspect for exterior damage, he/she is to ask for EXPRESS verbal or written consent from Client.

1.6 Client is to be provided with a pamphlet titled "Home Repair: Know Your Consumer Rights" (Document/Form #308). If the Total Payment (see subsection 3.1) exceeds \$1,000, it is required to be

signed by both the Client and the Contractor. If not, it must be left with Client, but it is not necessary to sign.

1. 7 An American Citizen over the age of 64 years and 364 days may terminate this contract within 15 business days from the date of signing, if this contract was signed at the home of Client, and if Contractor was originally an uninvited solicitor. If any work has been completed, Client may be liable for any materials purchased, or any labor performed.

2. Scope of Work:

2.1 The Contractor agrees to provide a comprehensive range of services as detailed in the attached project bid or proposal ("Scope of Work"). These services may include, but are not limited to:

- Construction, renovation, or remodeling of residential or commercial properties.
- Electrical work, including installation, repair, and maintenance of wiring, fixtures, and appliances.
- Plumbing services, encompassing installation, repair, and maintenance of plumbing systems, fixtures, and appliances.
- HVAC (Heating, Ventilation, and Air Conditioning) services, including installation, repair, and maintenance of heating and cooling systems.
- Painting, flooring, and other finishing work.
- Landscaping and outdoor construction projects.
- Any additional tasks necessary for the completion of the project as agreed upon by both Parties.

2.2 The Scope of Work (Document #302-____) further includes the provision of all necessary materials, equipment, and labor required to complete the services in accordance with industry standards and best practices. Additionally, the Contractor shall obtain any required permits or licenses necessary for the lawful execution of the Work. All materials used shall be of good quality and suitable for their intended purpose, and the Contractor shall ensure that the Work is performed in a professional and workmanlike manner.

3. Payment Terms:

3.1 The Client agrees to pay the Contractor the total sum of \$_____ ("Total Payment") upon delivery and completion of the Work in accordance with the terms and conditions of this Agreement and the terms and conditions of the affixed Payment schedule.

3.2 The Total Payment shall cover all costs associated with the Work, including labor, materials, equipment, permits, and any applicable taxes.

3.3 Payment shall be made in United States Dollars (USD, \$), or to the Contractor's designated account as follows:

- Cash payment or Check
- Additional methods may be specified in the Payment Schedule. (Document #300-____)
- See the attached Payment Schedule for additional terms. (Document #300-____)

3.4 In the event that Client is a contractor or project organizer rather than a home or business owner, and Contractor is acting as a subcontractor, a Pay-When-Paid clause MUST be included in any contracts or payment agreements. In the event that it is omitted in one or more documents, this contract takes the place of said clause, and acts as if the clause exists in said documents. (For information regarding Pay-If-Paid clauses, please see subsection 3.5.)

3.5 If a Pay-If-Paid clause exists in any document or agreement between Client and Contractor in any way, shape, or form, said clause is hereby completely annulled and voided with NO exceptions. If any document between Client or Contractor is created, signed, or put into effect after the date of signing of this document, and it includes a Pay-If-Paid clause, said clause is to be null and void, and of no effect, with NO exceptions.

4. Payment Schedule:

4.1 The Client shall adhere to the payment schedule as outlined in the attached Payment Schedule document (Document #300-___), which details the specific milestones and due dates for each installment.

4.2 In the event that any payment is not made by the due date specified in the Payment Schedule, the Client shall be subject to a late payment fee of \$_____/_____% of the overdue amount for each day that the payment remains outstanding beyond the due date. In the event that a percentage fee is used, said percentage may be compounded. For example, a 2% fine on a \$1 withheld payment compounded daily, would be worth \$1.13 on day 7, and \$2 on day 36.

4.3 The Contractor reserves the right to withhold delivery of the Work or suspend services until all outstanding payments, including any accrued late payment fees, are received in full. Such actions shall not constitute a breach of contract by the Contractor.

4.4 Late payment fees shall accrue from the date on which the payment was originally due until the date of actual payment, and shall be added to the overdue amount.

5. Delivery and Acceptance:

5.1 Upon completion of the Work, the Contractor shall notify the Client and deliver the finished project for inspection and acceptance.

5.2 The Client shall have _____ day(s) from the date of delivery to inspect the Work and notify the Contractor of any deficiencies or issues.

5.3 If no objections are raised within the inspection period, the Work shall be deemed accepted, and the Client shall remit the final payment as outlined in Sections 3 and 4.

6. Change Orders:

6.1 Any changes or modifications to the Scope of Work must be agreed upon in writing by both Parties.

6.2 Changes to the Scope of Work may result in adjustments to the Total Payment and/or the project timeline.

6.3 The Contractor shall provide written documentation detailing any proposed changes, including associated costs and time impacts, for the Client's approval before proceeding.

6.4 A Change Order form shall be issued for any change orders, whether requested by the Client or the Contractor. Document/Form #305-___ shall be used unless otherwise noted.

7. Termination:

7.1 Either Party reserves the right to terminate this Agreement upon providing written notice to the other Party in the event of a material breach or default by the other Party.

7.2 In the event of termination:

- The terminating Party shall provide written notification specifying the reasons for termination.

- The terminating Party shall have the right to seek remedies available at law or equity for any damages incurred as a result of the breach or default.
- The Contractor, even if he/she is the terminating Party, shall be entitled to reimbursement for any payments made for Work not yet performed, subject to deductions for any damages or costs incurred by the Client, or non-terminating Party, due to the termination.
- The Contractor, if he/she is not the terminating Party may charge a Fee of \$ _____ or ____ % of the reimbursement as a convenience cost.

8. Insurance and Indemnification:

- 8.1 The Contractor shall maintain appropriate insurance coverage, including but not limited to general liability insurance and any other insurance required by law or industry standards.
- 8.2 The Client, if explicitly requested, shall be named as an additional insured on the Contractor's insurance policies and shall be provided with proof of insurance upon request.
- 8.3a The Contractor agrees to indemnify, defend, and hold harmless the Client from and against any claims, liabilities, damages, losses, or expenses arising out of or in connection with the Work performed under this Agreement. However, (See subsection 8.3b)
- 8.3b The Contractor shall not be held liable for any claims, damages, losses, or expenses arising out of or in connection with the Work performed under this Agreement if such claims, damages, losses, or expenses are caused by factors beyond the Contractor's reasonable control, including but not limited to acts of God, force majeure events, actions taken by third parties, or in some cases, actions taken by the Client themselves.

9. Governing Law and Dispute Resolution:

- 9.1 This Agreement shall be governed by and construed in accordance with the state and federal laws of the State of Illinois, USA, the State in which a dispute may arise, or the state in which work is performed.
- 9.2 In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through mediation facilitated by a mutually agreed-upon mediator.
- 9.3 If mediation is unsuccessful in resolving the dispute, the Parties agree to submit the dispute to binding arbitration in accordance with the rules of a mutually agreed-upon and recognized arbitration service, such as the American Arbitration Association (AAA) or JAMS (Judicial Arbitration and Mediation Services).
- 9.4 The decision made by the arbitrator(s) shall be considered final and binding upon both Parties. Any award rendered by the arbitrator(s) may be entered as a judgment in any court with jurisdiction over the matter.
- 9.5 The costs and expenses of mediation and arbitration, including the fees of the mediator(s) and arbitrator(s), shall be shared equally by the Parties, unless otherwise determined by the mediator(s) or arbitrator(s).

10. Other Permissions:

- 10.1 Contractor reserves the right to use the Client's restroom as needed.
- 10.2 This contract was signed by the Contractor under the following conditions:
- The structure is currently of sound integrity and free of rot, mold, and mildew unless EXPRESSLY specified by Client during initial negotiations

- Any wiring, plumbing, HVAC, foundation or framing is currently up to applicable building codes unless EXPRESSLY specified by Client during initial negotiations.
 - Structure was initially constructed and maintained in a conventional manner unless EXPRESSLY specified by Client during initial negotiations.
 - Pricing was calculated based on material costs as of the date of signature. If prices escalate more than ____% on key items over a period of ____ days, the Contractor reserves the right to increase the Total Payment to reflect said escalations.
 - The building site has ideal site conditions, I.E. no rock veins, no springs, *et cetera*.
- In the event that any one or multiple of these conditions is or are not met, Contractor reserves the right to increase the Initial Payment to reflect the increased labor and material costs, or to terminate this agreement effective immediately.

11. Entire Agreement:

11.1 This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter herein and supersedes all prior agreements, negotiations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

“Contractor” printed name

“Client” printed name

“Contractor” authorized signature

“Client” authorized signature

Footer 1: Additional documents may be required (Circle any documents relevant to this Contract):
 Scope of Work, Project Bid or Proposal, Payment Schedule, Change Order Form, Insurance Certificates,
 Warranty Agreement, Permits or Licenses, Certificate of Completion, Subcontractor Agreements,
 Pamphlet Explaining Consumer’s Rights, Cancellation Form, or other documents specified in the Footer.

Footer 2/Additional Notes:

