***Contract and Estimate for Driveway/Parking Lot Repair:***

Client: *Smith River Church of the Brethern (Gary Griffith)*

Address: *Bob White rd Suart, VA 24171*

Contact number: *276 692 5502*

Contractor: *Nathan Conner*

Address: *2027 Salem Church rd Patrick Springs VA 24133*

Phone: *276 692 8534 call or text*

Email: [*n8ter8@gmail.com*](mailto:n8ter8@gmail.com)

***Scope of Work:***

**Asphalt Patching**: If needed, Repair all potholes and damaged areas with new asphalt.

**Crack Fixing**: Fill all cracks with a suitable crack filler to prevent water infiltration and further damage.

**Sealcoating**: Apply a layer of sealcoat to protect the asphalt surface from weather elements and extend its lifespan

**Line Stripping:** Repaint all parking lot lines to ensure clear and safe traffic flow.

***TERMS and CONDITIONS of SERVICE***

**Scope of Services:** The Contractor agrees to provide the following services in a professional and timely manner:

* **Asphalt Patching**: Repair potholes and damaged areas with high-quality asphalt to restore a smooth and safe driving surface.
* **Crack Fixing**: Utilize a durable crack filler to seal all cracks, preventing water infiltration and further deterioration of the parking lot surface.
* **Sealcoating**: Apply a protective sealcoat layer over the entire asphalt surface to protect against weather elements, extend the lifespan of the pavement, and enhance its appearance.
* **Line Stripping**: Repaint all parking lot lines and markings according to regulatory standards to ensure clear and safe traffic flow.

**Payment Terms:**

* **Deposit**: A 50% deposit is required upon signing the contract.
* **Progress Payments**: Interim payments may be invoiced based on the completion of specific milestones, as agreed upon in the contract.
* **Final Payment**: The balance is due upon completion of the work and acceptance by the Client. All payments are to be made within 30 days of the invoice date.

**Warranty;** The Contractor guarantees all work performed under this contract for a period of one year from the date of completion. This warranty covers defects in materials and workmanship. The Contractor agrees to repair or replace, at no additional cost to the Client, any defects that arise within this period.

**Client Responsibilities:**

* **Access and Obstructions**: The Client agrees to provide the Contractor with unrestricted access to the parking lot during the scheduled work periods. This includes the removal of all vehicles, debris, and obstructions from the work area.
* **Communication**: The Client shall promptly communicate any concerns or issues to the Contractor to ensure timely resolution.

**Contractor Responsibilities;**

* **Professional Standards**: The Contractor will perform all services in accordance with industry standards and applicable laws and regulations.
* **Safety and Cleanup**: The Contractor will maintain a safe work environment and ensure that the work site is clean and free of hazards at the end of each workday.

**Dispute Resolution: I**n the event of a dispute arising from this contract, the parties agree to first seek resolution through mediation. If mediation fails, the dispute will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, held in the state of Virginia.

**Termination:** Either party may terminate this contract by providing written notice to the other party at least 14 days prior to the intended termination date. In the event of termination, the Client will be responsible for payment for all services rendered up to the termination date.

**Governing Law:** This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

***CONDITIONS:***

* **Weather Conditions**: Work is subject to suitable weather conditions. Inclement weather may cause delays. The Contractor will communicate any weather-related schedule changes to the Client in a timely manner.
* **Site Preparation**: The Client is responsible for ensuring the site is prepared for the scheduled work. This includes the removal of vehicles, debris, and any obstructions that could impede the Contractor’s access or performance.
* **Permits and Approvals**: The Client shall obtain and provide all necessary permits and approvals required by local authorities for the work to be performed. The Contractor will assist in identifying any required permits but is not responsible for obtaining them.
* **Change Orders**: Any changes to the scope of work must be documented in a written change order and approved by both the Client and the Contractor. Additional charges or credits resulting from the change will be agreed upon and reflected in the final invoice.
* **Unforeseen Conditions**: If unforeseen conditions are encountered during the course of work, the Contractor will promptly notify the Client. Any additional work required due to these conditions will be subject to a separate agreement between the Client and the Contractor.
* **Material Substitution:** In the event that specified materials are unavailable, the Contractor reserves the right to substitute materials of equivalent quality and performance, subject to the Client’s approval.
* **Liability and Indemnity**: The Contractor will take reasonable precautions to avoid damage to existing structures and property. The Client agrees to indemnify and hold the Contractor harmless from any claims, damages, or expenses arising from the work, except to the extent caused by the Contractor’s negligence or willful misconduct

***Price Adjustments:***

***Due to the current economic instability with the rising costs of materials, labor, and fuel, the final cost of the project may significantly exceed the initial quoted amount. The Contractor agrees to provide notice to the Client if the project is approaching or exceeding the initial quote. The Client must approve any additional costs before the Contractor proceeds with the work.***

***Signatures:***

*Sign print and date*[Client Name] [Date]

*Sign print and date* [Contractor Name] [Date]