



Contract

Prepared for:

Test Scribble

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Prepared by:

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Remote Sales Force
879 W Carmel Drive
Carmel, Indiana 46032
Phone: 3178558267

Date	Contract
11/16/2022	3817
Representative	
Saad Usmani	
Phone:	
Email: saad.usmani@tkxel.io	

Contract

Here It is! Here

Included

Product	Description	Quantity	Unit
Labor Install New Interior Trim Stops		1000	ea
Windows 9000 Series Double Hung 0-101 UI		10	ea
	Oriel (per window): 40/60	1000	100.0 ea
Signamark Exterior Doors Oak Woodgrain Collection Provence POT 4		1	ea
	Zinc Caming 3/4 Oval Door & 3/4 Sidelite 4 9/16" PVC White Unfinished Jamb		
	Finish: Walnut Oak	100	100.0 ea

Total \$91,636.00
Deductible \$0.00
ACV Check \$0.00
Due at Completion (100%) \$91,636.00

Here It is! Here 2

Product Images - Included

Below is a listing of photos for the products selected.

Labor Install New Interior Trim Stops



Windows 9000 Series Double Hung 0-101 UI



Signamark Exterior Doors Oak Woodgrain Collection Provence POT 4



Standard Terms & Conditions

K&B Home Remodelers, LLC (“K&B”) is a Home Improvement Contractor registered with the New Jersey Division of Consumer Affairs, Registration Number 13VH07182300. FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTOR’S REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS BY CALLING 1-888-656-6225.

Acceptance: This offer automatically terminates within thirty (30) days if not accepted by Owner. Any typed or handwritten changes made to the terms of the Agreement by the Owner shall constitute a counteroffer and shall not create a binding contract between the parties unless each change is initialed by Owner and K&B. The Agreement shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and K&B.

Price and Financing: K&B represents that it will perform the Work for the Proposal price as may be revised by an Additional Work Order (“K&B Price”). Owner may or may not be obtaining a third-party loan for the purpose of financing for the Work. K&B is not a party to financing agreements between Owner and third-party lender. Any interest, finance charges, security, or similar which is owed or may become due and owing for such financing is solely the obligation of Owner for the benefit of the third-party lender, and is not included in the K&B Price. In the event that the third-party lender requires Owner’s acknowledgement of satisfactory completion of work prior to issuance of final payment, Owner’s acknowledgement and consent shall not be unreasonably withheld.

Documents: The Work will be performed in accordance with the following documents: 1) the Proposal; 2) these Standard Terms & Conditions; 3) the Architectural Plans (if any); 4) any properly executed Additional Work Orders (collectible, the “Agreement”). In the event of any inconsistency between these documents, they will be applied in the following order of priority: any properly executed Additional Work Orders; the Proposal; the Standard Terms & Conditions; and then the Architectural Plans (if any).

Permits: In no event shall K&B be required to commence work prior to the issuance of all applicable state or local building and construction permits as required under state laws or local ordinances.

Additional Work Orders: Changes to the work, such as may be necessary to allow Owner to address unforeseen problems and/or to modify the project as required, may result in changes to the pricing, timing, or permit requirements of the Work, and may be agreed upon only by mutually agreed upon, written, and dated Additional Work Order(s) signed by K&B and Owner. Nothing herein shall imply a right of Owner to make unnecessary changes to the Work. No Additional Work Order shall be necessary when a change is required to conform the Work to applicable building code.

Substantial Completion: The Work will be substantially complete within the Estimated Time to Complete, calculated from the actual start date, and when delivered to the Owner in a workmanlike

quality sufficient to allow use of the installations as completed herein and when all necessary government building inspections arising directly out of and required solely for the Work have been issued.

Timing: The date for Substantial Completion shall be equitably extended in the event of any of the following: 1) failure of the issuance of any necessary permits within a reasonable length of time; 2) delays in funding of loans; 3) acts of neglect or omission of Owner or Owner's employees or Owner's agent; 4) acts of God; 5) stormy or inclement weather; 6) inability to secure material through regularly recognized channels; 7) extra work agreed to in a properly executed Additional Work Order; 8) failure of Owner to make payments when due; 9) delays caused by the inspectors of authorized governmental bodies; 10) act of other contractors; 11) delays caused by discovery of unforeseen, hidden, or unknown conditions; 12) holidays; and 13) other causes beyond K&B's reasonable control. In the event of labor stoppage, unavailability of supplies or materials, unavoidable casualties, or any other cause beyond K&B's control, the progress of work and time for completion shall be delayed as necessary.

Completion of Work: The Work shall be complete, and K&B's obligations here under shall be fully discharged, upon completion of all specifications in the Proposal.

Warranty: K&B warrants to the Owner that K&B's Workmanship will be free from defects not inherent in the quality required and permitted. Owner understands and agrees that any warranty claims must be made in writing and within 90 days of Substantial Completion, and that K&B's warranty excludes damage or defect caused by abuse, modification not executed by K&B, improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. Nothing contained in this Agreement shall void any express or implied warranties provided by law. Owner understands and agrees that K&B makes no representation, warranties, or guarantees of any work performed by previous or simultaneous contractors unless said contractors have contracted directly with K&B.

Hidden, Unknown, and Hazardous Conditions: K&B may uncover hidden or unknown building conditions which may affect the scope and extend the time required for completion of the Work, and such hidden or unknown conditions are not included within the Work or Cost of this Agreement and must be addressed through Additional Work Order(s). In addition, K&B may recognize substances or materials of environment and health concerns and may stop work until Owner elects to either permanently stop work pursuant to a mutually agreed upon Additional Work Order or render the substance or material harmless at no expense to K&B, as verified by a properly licensed professional in a written report acceptable to K&B. Substances or materials of environmental or health concern include, but are not limited to, lead paint, potential asbestos containing material, potential polychlorinated biphenyl ("PCB"), potentially toxic mold, or tanks not previously identified by K&B. If K&B or its subcontractors are held liable for any claims or damages relating to materials or substances of environmental or health concern solely by reason of performing the Work described herein in accordance with the industry standard of care, the Owner shall indemnify K&B and/or its subcontractors for all costs and expenses thereby incurred including attorney's fees. Said indemnification shall not apply to or limit claims or damages arising from K&B's negligent acts and costs. In the event that K&B uncovers hidden or unknown conditions that reasonably require K&B's immediate performance of additional Work, such as to render the condition safe or comply with immediate governmental requirements, K&B may perform such additional Work at Owner's expense, which shall be promptly ratified by Owner by execution of a mutually agreeable Additional Work Order.

Extra Work: Without limitation, the following shall be extra work requiring a mutually agreeable

Additional Work Order that equitably adjusts both time for completion and contract price before K&B proceeds with the Work: 1) unanticipated work which results from insufficient details in plans and specifications, as may be applicable; 2) work which results from revised, amended, clarified, or changed contract drawings, plans, or specifications, as may be applicable; 3) defective specifications supplied by Owner or Owner's design professional; 4) errors in contract drawings, plans, specifications, or contract documents supplied by Owner or Owner's design professional, as may be applicable; 5) regulatory or government agency directives; 6) design changes; 7) unanticipated work which results from Owner's failure to disclose material information to K&B; 8) increases in the cost of materials in excess of ten percent (10%) per unit as compared to said cost at the time of signing this Agreement.

Owner Representations: As an inducement to entering into this Contract, K&B is relying upon the following material representations of the Owner; 1) Owner hereby represents that Owner is the record owner of the real property and structures subject to the Work, and has the authority to enter into this Agreement; 2) Owner further represents that there are no tenants, easement holders, or licensees whether private or public, whose interests are affected by or otherwise in conflict with the Work; 3) Owner represents that all buildings, driveways and other improvements on the property are within its boundary lines; 4) Owner represents that Owner has obtained all required permits for past improvements to the property and, if applicable, shall provide the original permits and corresponding certificates of occupancy upon request. If permits have not been issued, Owner shall obtain them prior to commencement of Work; 5) Owner represents that the applicable zoning, ordinances, and restrictions of record, including, without limitation, any restrictions contained in recorded instruments of subdivision and/or homeowner's associations, do not conflict with the Work. If it is determined that the property is restricted such that the Work would constitute a violation of such restrictions, K&B may terminate the Agreement as provided herein; 6) Owner represents that there has been no water leakage into the home, including through the roof, foundation, and basement, that is not otherwise identified in the Work; 7) Owner further represents to the best of Owner's knowledge that there has been no environmental contamination of the premises from any source.

Owner Responsibilities: The Owner agrees to exercise Owner's best efforts to enable K&B to perform the Work in a reasonable and expeditious manner by: 1) allowing and providing K&B, K&B's equipment, and sub- contractors access to the Property; 2) allowing and providing space for K&B's storage of materials & equipment at the Work Area; 3) at Owner's expense, allowing and providing K&B reasonable access to heat, electricity, and potable water at the Property; 4) allowing and providing K&B access to existing toilet facilities or, if such access is not provided by Owner, paying for K&B's out-of-pocket expenses incurred in obtaining a temporary toilet facility; 5) at Owner's expense, providing snow and ice removal sufficient to allow K&B's access, Work, and storage of materials; 6) furnishing in a timely way information required by K&B; 7) not soliciting changes to the Work or additional Work directly from K&B employees or subcontractors or otherwise interfering with K&B's supervision of the Work; 8) not disrupting the work of K&B employees or subcontractors; 9) making payments to K&B in accordance with the requirements of this Agreement; 10) notifying K&B of potential changes in work as soon as possible and requesting such changes only pursuant to a properly executed Additional Work Order; 11) furnishing and paying for surveys and a legal description of the Property if reasonably requested and necessary; 12) at Owner's expense, obtaining any and all architectural and/or engineering certified plans as may be required for permitting purposes; 13) securing and paying for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent changes in existing facilities; 14) paying for all taxes and assessments and charges of any kind required by governmental authorities and public utilities; and, 15) making final selections in a timely manner considerate of reasonable lead times for items requiring further client specification and ordering by K&B, including but not limited to siding or roofing color

selection. All of the above shall be at the Owner's expense and are an express condition precedent required for K&B performance of the Work.

Insurance: Owner shall obtain a Homeowner's and/or Commercial Property Insurance policy, as may be applicable, prior to commencement of Work and shall maintain coverage under said policy during the life of this agreement. Failure to maintain said insurance or to provide a copy to K&B upon K&B's request shall be cause for termination by K&B. Owner is advised to obtain and pay for "builder's risk" insurance and any other insurance against injury to Owner's employees and invites, to persons under the Owner's direction, and, if the Property is help open to the public by the Owner, to the public, all as may be applicable.

Subcontractor: K&B may subcontract any or all portions of the Work to be performed pursuant to this Agreement. K&B shall, notwithstanding the foregoing, re

Termination: This Agreement shall terminate upon the first of K&B's completion of the Work or written termination of the Agreement, for cause, by either the Owner of K&B and subject to Owner's payment to K&B of: any and all unpaid for costs for labor as of K&B's receipt of written notice of any such termination; any and all unpaid for material ordered or purchased for the Work by K&B as of K&B's receipt of written notice of any such termination; and any and all costs for labor and materials necessary for K&B's proper termination of the Work and for removal of all equipment from the Property.

Risk of Loss: If the project is partially or completely destroyed or damaged by accident, disaster, or calamity, including but not limited to fire, storm, flood, or subsidence, any work done by K&B in rebuilding or restoring Work already provided pursuant to this Agreement shall be extra work to be provided by K&B pursuant to a mutually agreeable properly executed Additional Work Order and shall be paid for by Owner as extra work.

Nonpayment: In- voices are due upon receipt by the Owner. The Owner's failure to make payments to K&B when due shall extend the date for substantial Completion by the number of days payment is delayed. Delays in payment of seven (7) days or more shall be subject to interest charges based on the prime rate plus 2 percent per annum and shall also be reason for work stoppage without penalty to K&B and shall be just cause for termination of the Agreement by K&B. Nothing herein shall limit K&B's rights to seek actual and consequential damages resulting from Owner's failure to make payments when due. In the event that collection proceedings become necessary, Owner agrees to be responsible for all attorneys' fees on dollar for dollar basis, together with all related costs for collection including court costs, expert fees, and reimbursement for K&B's time away from work.

Indemnification: Owner acknowledges and understands that construction areas are potentially hazardous, and further that K&B must store materials, equipment, and tools onsite, and further that materials, equipment, tools, and incomplete work will remain at the Property during the project, including at times when K&B and subcontractors are not present, such as evenings and weekends. Owner will defend, indemnify and hold K&B and its agents and subcontractors harmless from and against any and all claims, actions or proceedings, costs, expenses and liabilities, including attorney's fees and disbursements incurred in connection with each such claim, action or proceeding, whether in contractor tort, arising directly from: (1) any accident, injury or damage occurring within the Property where such accident, injury or damage results from the negligence or willful misconduct of Owner, Owner's family, or Owner's invites, and (2) Owner, Owner's family, or Owner's invites accessing areas of incomplete or ongoing Work without supervision by K&B or an authorized agent of K&B.

Resolution of Disputes: In the event that claims, disputes and other matters in question arising out of or relating to this Agreement and/or the Work, including (without limitation) claims based upon statutory rights such as the Consumer Fraud Act, N.J.S.A. 56:8-136 et seq. (“disputes” or “disputes”) cannot be resolved informally by the Owner and K&B, the party raising the dispute shall send fourteen (14) day advance written notification to the other party by certified mail, as an express condition precedent to submitting the dispute to any formal proceeding, including litigation. IN THE EVENT THAT THE AMOUNT IN CONTROVERSY EXCEEDS THE JURISDICTIONAL LIMITS OF THE SUPERIOR COURT OF NEW JERSEY, SPECIAL CIVIL PART, THE DISPUTE SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSTRUCTION INDUSTRY ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, PURSUANT TO THE “NEW JERSEY ALTERNATIVE PROCEDURE FOR DISPUTE RESOLUTION ACT” (P.L. 1987, C. 54; C. 2A:23A-1 ET SEQ.), AND FURTHER, IN SUCH EVENT, THE PARTIES WAIVE THE RIGHT TO TRIAL, BY JURY AND TO APPEAL OR REVIEW, EXCEPT AS SPECIFICALLY PROVIDED FOR IN THE ACT.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or K&B. The K&B’s services under this Agreement are being performed solely for Owner’s benefit, and no other entity shall have any claim against K&B because of this Agreement or the performance or nonperformance of services here under, including but not limited to other contractors hired by Owner to work at or near the Property. Owner agrees to include a provision in all contracts with K&B and other entities working at or near the Property to carry out the intent of this paragraph.

Governing Law: The Agreement shall be governed by the Laws of the State of New Jersey.

Notice: Notice shall be given to the parties at the address identified in this Agreement. Any notice required under this Agreement shall be deemed given upon personal delivery or when deposited in the U.S. Mail or delivered to the overnight express delivery service, if addressed to the party to whom intended, and mailed with sufficient prepaid postage. Either party may change the location for receipt of notice here under by providing written notice to the other party as aforesaid.

Severability: In the event that any provision or portion of any provision of this Agreement shall be void, unlawful or unenforceable, such provision or portion of such provision shall be deemed stricken from this Agreement, but this Agreement shall not otherwise be affected and the remaining provisions, or portions thereof, shall continue in full force and effect.

Waiver: Any failure by K&B at any time, or from time to time, to require the strict adherence to and performance of the terms of this Agreement shall not constitute a waiver of such terms or any other terms of this Agreement and shall in no way impair K&B right to enforce such terms or any other term of this Agreement at any other time.

Assignment: Neither K&B nor the Owner shall have the right or authority at any time to assign, sell, hypothecate, give or otherwise transfer all or a portion of K&B’s or Owner’s, respectively, interest in this Agreement or the Work to be performed pursuant to this Agreement to any person or entity unless mutually agreed to in writing signed by both K&B and Owner.

Force Majeure: Neither K&B nor Owner shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall

mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of K&B or Owner and which by the exercise of due diligence K&B or Owner is unable, wholly or in part, to prevent or overcome.

Binding Effect: This Agreement shall be binding upon the parties hereto, and in the event of the death or incapacity of Owner, shall be binding upon Owner's successors, heirs, executors, administrator, assigns, and guardian. In the event of the death of a principal of K&B, this Agreement may be terminated as provided herein.

Entire Agreement: This Agreement contains the entire understanding of the parties and all prior agreements or promises pertaining to the subject matter of this Agreement merge with this Agreement.

Statute of Limitations: As between Owner and K&B, any applicable statute of limitations shall commence to run and any cause of action shall be deemed to have accrued not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion and not later than the date of the relevant act or failure to act by the Owner or K&B, whichever is applicable, for acts or omissions occurring subsequent to the relevant date of Substantial Completion.

Print Customer Name

Customer Signature

Date

K&B Home Remodelers LLC Representative:

Print

Signature

Date

Customer 1 Name:

Customer 1 Signature:

Customer 1 Date:

Customer 2 Name:

Customer 2 Signature:

Customer 2 Date:

Representative Name:

Signature:

Date: