

Proposal & Contract

Prepared For
First Name Last Name

Prepared By
Andrew Edinson



Holtzman Home Improvement, LLC

1605 W. University Dr. Suite 109

Tempe, Arizona 85023

(602) 323-6574

e-mail: Andrew@holtzmanhomeimprovement.com

www.holtzmanhomeimprovement.com

Dear First Name Last Name

Thank you for choosing Holtzman Home Improvement, LLC for your project. We sincerely appreciate your business!

We know that your satisfaction is our reputation. My name is Brandon Holtzman, president of Holtzman Home Improvement and I will personally meet you and visit your job site several times throughout your project to ensure quality and care is not only in the workmanship but also in our demeanor. We excel in design, project management and on budget delivery of your renovation. My mobile phone number is available to you below should you have any concerns at any time.

We are anxious to get started and thanks again for choosing the team at Holtzman Home Improvement!

Kind regards,

Brandon Holtzman
Holtzman Home Improvement, LLC
(602) 323-6574
hhi@holtzmanhomeimprovement.com
www.holtzmanhomeimprovement.com

Location:Addition 1

Item ID	Short Note	Section Name	Item Name	Code
12113	This is as sold Short Note	COUNTER TOP	LAMINATE >> LAMINATE COUNTER 24inch DEEP STANDARD EDGE >>	1.00
12114		COUNTER TOP	LAMINATE >> CUT OUT FOR SINK >>	1.00
5232		PLUMBING	BATHROOM PLUMBING >> TOILET >> RELOCATE OR NEW PLUMBING STACK NOT INCLUDING ROOF REPAIR >>	1.00
5233		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> RELOCATE OR NEW PLUMBING STACK NOT INCLUDING ROOF REPAIR >>	1.00
5247		PLUMBING	BATHROOM PLUMBING >> SHOWER LABOR >> ELIMINATE SHOWER PLUMBING >>	1.00
5264		PLUMBING	BATHROOM PLUMBING >> SINK >> ELIMINATE PLUMBING FOR SINK IN WALL >>	1.00
47109		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> ROUGH PLUMBING FOR RAIN HEAD FROM CEILING >>	1.00
47118		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> TUB PLUMBING >> PLUMBING RAIN HEAD PIPE TO CEILING >>	0.00
47122		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> TUB PLUMBING >> INSTALL TUB TO EXISTING PLUMBING >>	1.00
47123		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> TUB PLUMBING >> ELIMINATE TUB PLUMBING TO FLOOR >>	1.00
47140		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> SHOWER PLUMBING >> PLUMBING RAIN HEAD PIPE TO CEILING >>	1.00
47146		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> SHOWER PLUMBING >> ROUGH PLUMBING FOR RAIN HEAD FROM CEILING >>	1.00
47160		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> SHOWER PLUMBING >> ELIMINATE SHOWER PLUMBING >>	1.00
47163	This is as sold Short Note	PLUMBING	KITCHEN PLUMBING >> MATERIAL ALLOWANCES >> Test>>Other	2.00

Sub Total: \$4,887.90

Location:Kitchen

Item ID	Short Note	Section Name	Item Name	Code
12118	This is test short notes for Kitchen	COUNTER TOP	CULTURED MARBLE >> ADD COLOR FIELD >>	1.00
12154		COUNTER TOP	CULTURED MARBLE >> BULL NOSE CM COUNTER TOP EDGE >>	1.00
5160		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> SHOWER PLUMBING >> ROUGH IN SHOWER VALVE >>	0.01
5161		PLUMBING	BATHROOM PLUMBING >> TOILET >> LABOR TO INSTALL TOILET INCLUDES NEW 1/4 STEEL FLEX WATER SUPPLY WITH BRASS FITTING AND WAX RING. >>	0.01
5234		PLUMBING	BATHROOM PLUMBING >> SINK >> LABOR ONLY P TRAP AND BRAIDED STAINLESS STEEL FLEX LINES WITH ANGLE STOPS TO EXISTING DRAIN AND SUPPLY LINES >>	0.01
47111		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> NEW FHA DRAIN AND P TRAP FOR SHOWER >>	0.01
47115		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> TUB PLUMBING >> ROUGH IN TUB VALVE >>	0.01

47147		PLUMBING	BATHROOM PLUMBING >> PLUMBING >> SHOWER PLUMBING >> NEW FHA DRAIN AND P TRAP FOR SHOWER >>	0.01
				Sub Total: \$41.35

Licensing

Contractor, Holtzman Home Improvement, shall maintain an Arizona general contractor's license. Contractor maintains Residential Licenses ROC 266763093021 085888

Materials

Contractor shall use the materials specified in the agreement where reasonably possible. However, if such materials are unavailable, including because they cannot be obtained on a timely basis, Contractor may substitute materials of comparable price, value and quality. In addition, Contractor shall exercise its best efforts to blend new finishes, textures and colors to existing materials and use available materials from current suppliers' local stock. Due to aging, weathering or fading, the Contractor is only obligated to blend said materials as close as possible. Client agrees that the cost of materials, including those provided by subcontractors, may increase due to events beyond the Contractor's control.

Property Lines/Restrictions/Easements

Contractor, in its sole discretion, may require Client, at Client's expense, to provide a survey prepared by a licensed surveyor prior to start of work. Unless otherwise specified, Client shall indicate to the Contractor the corners of the property and shall assume all responsibility for accuracy of markers and shall indemnify, defend and hold harmless Contractor from and against any and all claims arising from Client's failure to confirm and advise of accurate property lines. Client shall advise Contractor of any restrictions, easements, or right of ways.

Additional Time

Contractor shall diligently pursue work to its completion Contractor shall not be responsible for delays resulting from: strikes, lockouts, boycotts or similar union activities; acts of a public enemy, riots or civil commotion; inclement weather; acts of God; discovery of hazardous materials or pre-existing code violations; the negligent acts or omissions of Client or Client's agents; additional work or Change Orders requested by Client; failure of Client to make payments when due; or other causes beyond the Contractor's control. In the event Client fails to provide timely access to the property, Contractor reserves the right to add five days to the Production Schedule for each day that access is denied.

Clean-Up of Job Site

Contractor shall dispose of all materials removed from the Project during demolition, unless otherwise instructed by Client prior to the start of construction. Contractor shall also remove construction debris upon completion of the work and leave the premises in a neat, broom-clean condition.

Hazardous Materials

____ Contractor shall not be responsible for the discovery, abatement and/or removal of any hazardous materials, including but not limited to, asbestos, mold, PCBs, lead-based paint, radon or petroleum hydrocarbons. Disposal of such materials will be the client's responsibility and may cost additional for required regulated abatement and/or proper disposal.

Exclusions

____ Contractor shall not be responsible for costs relating to: changes in plans made by Client, Client's agents or any governmental agency; installation and warranty of owner-supplied materials; existing code violations; abnormal soil conditions and the import or export of soil; and removal, relocation or replacement of electrical, plumbing, irrigation and sewer/septic lines or systems.

General Terms

Client warrants and represents that he/she/it presently has sufficient funds to pay in full for all work outlined within this Agreement and that the necessary funds shall be available through completion of Project. The undersigned Client represents and warrants to the Contractor that Client holds marketable, legal title to the property covered by this Agreement. Prior to commencement of construction, Client shall procure sufficient insurance on the property, including all improvements hereunder and all personal property including fire, and comprehensive coverage, and shall have Contractor listed as additional insured on fire and comprehensive insurance policy by means of endorsement and shall furnish a waiver of subrogation or shall purchase a separate policy to protect Contractor's interests. Client's insurance shall cover the Client's personal property, the property and the improvements constructed pursuant to this Agreement against loss, damage including fire, windstorm, vandalism, and other hazards. In the event Owner fails to do so, Contractor may procure such insurance and Owner agrees to reimburse Contractor in cash for the cost thereof. Contractor shall carry at its own expense worker's compensation and public liability insurance at least to the minimum requirements of existing laws. In no event shall Client withhold or retain funds in an amount that exceeds the actual cost to complete any work under dispute. This agreement shall include no provision for liquidated damages.

Warranty

Contractor shall perform all work in a competent manner consistent with standard practices in Arizona and all Contractor-provided materials shall be of standard quality and free from defects, excepting manufacturer design defects. Contractor grants the Client a limited warranty for a term of 60 months from the date of substantial completion of work which warranty shall be limited solely to the repair or, if necessary, replacement of Contractor's defective work. The terms of the limited warranty are set forth on the Holtzman Home Improvement, LLC Warranty, which shall be delivered to Owner, following substantial completion of work.

Contractor guarantees cement work as to proper mix and workmanship, but does not guarantee cement against cracking, peeling or settling due to conditions beyond its control. Client acknowledges that hairline cracks in cement are commonplace and beyond Contractor's control. Contractor does not assume the responsibility for the following:

- A. Damage due to ordinary wear and tear or abusive use
- B. Defects resulting from the characteristic's common to the materials used such as but not limited to checks and splits, shrinkage or warping of wood or lumber.
- C. Loss or injury caused by the elements
- D. Conditions resulting from condensation on or expansion or contraction of the materials, which includes cement work.
- E. Blistering or peeling of paint on wood siding or other surfaces.
- F. Matching colors of roofing products and floor coverings.
- G. Work modified by Client or Client's agents which shall invalidate the warranty terms herein

No Oral Modifications

All changes or modifications to this Contract shall be in writing signed by both parties. No oral agreements are recognized.

Dispute Resolutions

In the event that litigation becomes necessary to resolve any disputes between the parties, such litigation shall take place in Maricopa County, Arizona. The court shall apply Arizona laws. The prevailing party in any litigation shall be entitled to an award its costs and reasonable attorneys' fees.

Change Order Policy

____ _ Client may add work to the original scope of work and may authorize changes to the Contract by written agreement between the parties ("Change Orders") quoted at a fixed price prior to work. Payment in full is due upon signing for all Change Orders or upon presentation for work performed. Change Orders may adversely affect existing production schedules and therefore any existing schedules are null and void after the parties have executed a Change Order. Changes to the Contract after execution, including but not limited to a change in product or materials or an increase in the scope of work, that increase the Contract price, shall require a signed Change Order by Client and payment in advance for said increases, before any work or ordering of material can proceed. It is the intention of Holtzman Home Improvement to satisfy our clients and to avoid ambiguity or misunderstandings during the course of our client's home improvement project.

Selections

____ _ Items often need to be ordered far ahead of when the installation is scheduled. It is important that selections are made on time as highlighted in the project calendar to keep your project moving forward. Delays in selections will most likely cause delay in the completion of your project. If you anticipate a delay in making a necessary selection, please notify Contractor immediately.

Other documents

____ _ Documents are part of this agreement and must be signed by both the Client and the Contractor to be accepted and binding. Client acknowledges receipt of a duly executed duplicate copy of the Contract at the time of its execution with all the blank spaces filled in to the extent applicable to this project. The terms and conditions on the reverse side and all subsequent pages and their reverse constitute a part of this Agreement and are specifically incorporated herein by reference. The parties each acknowledge that they have read this Contract and specifications included herein before signing and hereby acknowledge that they understand all covenants and conditions herein by signing their signature to this Contract as of the day and year first above written.

Existing or Client supplied Items

____ _ Client supplied items and any existing materials used for Client's project are not covered by Holtzman Home Improvement Warranty. HHI does not assume any responsibility for the working order, condition or appearance of any such items. Should an item be damaged or not in working condition it is up to the client to replace such item at their own expense. Contractor is not responsible for color matching of items, finish colors, textures, or metals etc. Tiles, cabinets, or any other items that are altered in the production process such as antiquing, glazes, heirloom, scraping etc., are accepted "as is" and the Client understands and agrees that such finishes, including hand made items, are random in outcome and may not reflect the sample viewed. Granite, quartz and any natural stone or natural material is subject to color variations, random mineral veins and other blemishes affecting the final appearance. If Client rejects or wishes to change an item for appearance reasons they understand and agree that the cost incurred is to be paid by the Client.

Moving Contents

____ _ If, in order to perform Contractor's Work, moving and resetting of Client's personal property such as appliances, furniture, artwork, pianos, or other personal items, is or becomes necessary, Client understands and agrees that such moving and resetting of Client's personal property is Client's responsibility. Client further understands and agrees that should Contractor be forced to remove and reset Client's personal property in order to perform its work and Client's property is damaged, Contractor shall not be liable for such damage and Client shall not be entitled to either financial compensation or replacement or repair.

Design Images

____ _ Design images are a courtesy provided to our clients as an imagination aid and are not intended as nor should be used to expect an exact image of the project or as exact items to be included in the project. The Client understands and agrees that the items in the computer rendering of a project may not exist in reality and are not included in the price of the project unless noted in the work order signed by both Contractor and Client. The preliminary designs images are property of Contractor and shall not be redistributed, used or executed by another company. All designs are conceptual only in nature.

Permits, Architecture & Engineering

Contractor shall obtain all permits at homeowner's expense unless otherwise specified in writing. If a homeowner's association governs the Project, Client shall be responsible for all associated fees and obtaining the necessary HOA approvals. In addition, Client shall be responsible for the cost of any related architectural, engineering and blueprinting services, as well as any costs related to errors and omissions to Plans provided directly by Client to Contractor.

CABINET SELECTION CONFIRMATION

DRAWINGS & SPECIFICATIONS

Client acknowledges and agrees that the Cabinet Selection Confirmation, signed and approved by the Client, is binding and that the shown cabinet selections are final. Client understands that the products described are specially designed, custom-built and/or ordered and that the Holtzman Home Improvement ("HHI") shall take immediate steps upon execution of this Agreement to order and/or have constructed the items set forth herein. No changes can be accepted after five (5) business days from the date this Confirmation is signed.

DELIVERY, AND CARE

Client acknowledges that a target delivery date is based on the cabinetry manufacturer's delivery date estimates and will be approximated when the order is placed with the cabinetry manufacturer. Client understands that the target delivery date may be affected by delays caused by the manufacturer and that HHI will not be held liable for such delays.

In order to ensure proper care of the cabinets, Client agrees that Client will ensure that the premises are secure, watertight, and ready for cabinet delivery prior to the target delivery date. If the premises are not ready at such time, the Client will be responsible for providing storage and any associated costs, including transportation, loading, and unloading costs.

CANCELLATION

Client may rescind or change the Order provided that Client notifies HHI of intent to do so by certified mail, return receipt requested, postmarked not later than 5:00 p.m. of the third business day following the date of this Confirmation.

LIABILITY FOR DELAY OR FAILURE OF PERFORMANCE

Delivery dates are approximate. HHI shall not be liable for any reasonable delay in performance or failure to perform which is attributable to any cause beyond its immediate control including, but not limited to, Acts of God, fire or other catastrophes, strikes, pickets, civil or military authority, fabrication delays, inability to obtain materials, transportation delays or other causes beyond control.

GENERAL

- a) Risk, loss or damage after delivery to the jobsite is assumed by the Client.
- b) Installation requires experienced, competent tradesmen. HHI is not responsible for inferior or incorrect installation performed by others.
- c) Client acknowledges that inconsistencies are sometimes inherent with natural wood. HHI shall not be responsible for varied and different grains, designs, characteristics, color tones and patterns or the effect of light and other environmental influences over the course of time. Client agrees to accept minor color variations within industry standards.
- d) Any claim pertaining to the quality of the merchandise or any complaints as to defects must be made in writing to HHI within ten (10) business days after delivery.

By signing this Agreement, Client certifies that he/she/it has received, read and understood a completely executed copy of this contract.

Cabinet Selection Confirmation

	Upper Wall Cabinets	Base Cabinets	Misc Cabinets
Door Style			
Wood Species			
Stain Color			
Exterior Sheen			
Interior Color			

Accepted By Client:

Dated : _____

Notice of Cancellation

(Federal Trade Commission Cooling off Rule)

Contract Date:

If this Contract was solicited at your home or at your place of work, you may cancel this transaction, without any penalty or obligation, within three business days from execution of this Contract. Please note that Saturday is considerate a business day. Other than or provided for herein pursuant to FTC there are no further cancellation rights provided to client.

If you cancel this home improvement contract, any payments made by you under the home improvement contract and any negotiable instrument executed by you will be returned within ten business days following receipt by the home improvement contractor of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or hand deliver a signed and dated copy of this cancellation notice or any other written notice of cancellation to:

Holtzman Home Improvement, LLC

(Name of home improvement contractor)

at 1605 W. University Dr. Suite 109

not later than midnight of

I hereby cancel this transaction.

Date

Client's signature (Sign only if you want to cancel)

First Name Last Name

Test Customer Address

CABINETRY

- If desired and or needed, the company will install client supplied cabinet handles and or knobs at no additional cost to the client. We just ask that they are on the site prior to our completion.
- Any wall cabinet bottom areas are to be standard manufacturer finish. No additional covering of wall cabinet bottoms is included unless otherwise written in this agreement. A client may request additional finishes and pay the additional price associated to the item.
- The client has read and signed the cabinet manufacturer's finish agreement form. Ask your designer for one if you haven't.
- Cabinets that are partial overlay do not require knobs or handles.
- ____ Cabinets that are full overlay do require knobs and handles. Knobs and handles will be an additional cost after the cabinets are installed. They are not included in the contract.
- When final appliance choices are confirmed, drawings of appliance panel details are to be provided and signed off on, prior to production of custom panels or cabinet order.
- Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.

COUNTER TOP

- Some counter materials require special care to maintain their look and durability. Please ask for the proper care instructions for your counter top or tile.
- Any additional materials or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.

ALLOWANCES

- ____ Allowances are set at time of signing contract. Any changes to selections after the contract is signed, may increase your allowances and require a change order.

ADDITIONS

- ____ Any additions to contract after execution of signed contract between Holtzman Home Improvement and client, IE: changing of product or scope of work, that increases the contract price, will require a signed change order by client and payment in advance for said increases, before any work or ordering of material can proceed. It is the intention of Holtzman Home Improvement to satisfy our client and to have no ambiguity or misunderstandings during the course of our clients home improvement project.

Designer: _____

Client : _____

Date: _____

Date : _____

In consideration for the aforementioned materials, labor and services, the client agrees to pay the company / contractor in U.S. dollars the sum of:

Total \$4,929.25

Client(s) acknowledge and agree that said amount was fairly negotiated and reflects all discounts.
Client(s) also acknowledge and agree that all payments are to be made by check to: Holtzman Home Improvement, LLC or through credit card or financial arrangements other than cash.

Anticipated lead time to start project is

Holtzman Home Improvement Information:	Client Information:
Holtzman Home Improvement, LLC	First Name Last Name
1605 W. University Dr. Suite 109	Test Customer Address
Tempe, Arizona 85023	Phoenix, AZ 85023
(602) 323-6574	(111) 111-111111
hhi@holtzmanhomeimprovement.com	avijit019@gmail.com
www.holtzmanhomeimprovement.com	

Payments as follows:

Deposit:	\$ 1478.78	
Amount due:	\$ 1478.78	At Countertop Template
Amount due:	\$ 1478.78	Start of Job
Amount due:	\$ 492.93	Balance Due at Completion

The property owner has the right to file a written complaint with the registrar for an alleged violation of section 32-1155. Complaints must be made within 2 years of completion of project.
Arizona Registrar of Contractors - 602-542-1525 www.roc.az.gov.

"By signing below the Client fully accepts all the terms of this contract."

Management Signature

Brandon Holtzman, President

Full Name and Title

Client

Client

(Contract must be signed by management to be valid Client will receive countersigned copy)

Client Responsible for:

- [illegible]