

Proposal & Contract

**Prepared For
Anita Brewer**

**Prepared By
Johnny Doehler**



Holtzman Home Improvement, LLC

1605 W. University Dr. Suite 109

Tempe, Arizona 85023

602-323-6574

e-mail: Johnny@holtzmanhomeimprovement.com

www.holtzmanhomeimprovement.com

Dear Anita Brewer

Thank you for choosing Holtzman Home Improvement, LLC for your project. We really, really do 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,

Holtzman Home Improvement, LLC

602-323-6574

hhi@holtzmanhomeimprovement.com

www.holtzmanhomeimprovement.com

Location:Client Allowances and /or Client to supply Items				
Item ID	Short Note	Section Name	Item Name	Code
12173	Quartz Top	COUNTER TOP	SLAB ALLOWANCE >> QUARTZ >> CLIENT TO LOOK FOR AND SUPPLY REMNANT PIECE FOR COUNTER >>	1.00
13288	Shower Wall tile Allowance	PORECELAIN TILE	TILE ALLOWANCE >> TILE ALLOWANCE 3.00 >>	83.00
13334	Shower Floor/Niche Tile	PORECELAIN TILE	TILE ALLOWANCE >> SHOWER FLOOR TILE - CULTURA PEBBLE FLAT MOSAIC - \$16.34 >>	18.00
5274	Sink Faucet	PLUMBING	BATHROOM PLUMBING >> CLIENT MATERIAL ALLOWANCE >> Standard Allowances >> Sink Faucet 135.00 >>	1.00
5290	Shower Faucet Allowance	PLUMBING	BATHROOM PLUMBING >> CLIENT MATERIAL ALLOWANCE >> Standard Allowances >> Shower Fixture only mid line 185.00 >>	1.00
47115	Sink	PLUMBING	BATHROOM PLUMBING >> CLIENT MATERIAL ALLOWANCE >> STOCK COMPANY SINK>>Other	1.00
Sub Total: \$1,338.91				

Item ID	Short Note	Section Name	Item Name	Code
2131	Tub/Vanity Top/Base Trim/toilet paper holder	DEMOLITION	BATHROOM >> REMOVE 5 X 7 BATHROOM TO DRYWALL FLOOR REMAINS >>	1.00
6111		HVAC	EXHAUST FAN >> STANDARD EXHAUST FAN REPLACEMENT OF EXISTING >>	1.00
7105		ELECTRICAL	SWITCHES >> STANDARD SWITCH >>	1.00
7109	Center of Shower	ELECTRICAL	LIGHTING >> RECESSED 6 INCH VAPOR RESISTANT >>	1.00
9108		INTERIOR WALL & CEILING DRYWALL	PATCH WORK >> REPAIR WALLS FROM DEMOLITION >>	2.00
9109		INTERIOR WALL & CEILING DRYWALL	PATCH WORK >> REPAIR CEILING FROM DEMOLITION >>	1.00
10101		FINISH TRIM	BASE MOLDING STANDARD 3 IN >>	20.00
12133		COUNTER TOP	FABRICATION >> FABRICATION OF COUNTER TOP AND INSTALLATION >>	11.00
12136		COUNTER TOP	FABRICATION >> CUT AND POLISHED FOR UNDERMOUNT SINK >>	1.00
12139		COUNTER TOP	FABRICATION >> BACKSPLASH (must clear faucet) >>	1.00
12140		COUNTER TOP	FABRICATION >> STANDARD EDGE 4 CHOICES >>	5.00
12180		COUNTER TOP	FABRICATION >> TEMPLATE COUNTER TOP >>	0.01
12181		COUNTER TOP	FABRICATION >> CORE HOLE FOR FAUCET >>	1.00
13112		PORECELAIN TILE	SHOWER AREA >> SHOWER PAN LINER (Mapelastic AquaDefense is a premixed, advanced liquid-rubber, waterproofing and crack-isolation membrane for installation under ceramic tile or stone) >>	10.00
13128		PORECELAIN TILE	SHOWER AREA >> SHOWER FLOOR TILE 2X2 ON MESH LABOR >>	13.00
13129		PORECELAIN TILE	SHOWER AREA >> SHOWER WALL NICHE 14 W x 23 ONE SHELF AT 5 inches >>	1.00
13165		PORECELAIN TILE	SHOWER AREA >> BUILD STRAIGHT BLOCK CURB >>	1.00

13169		PORECELAIN TILE	SHOWER AREA >> HARDI BACKER CEMENT BOARD SUBSTRATE: (Unlike Denshield) HardieBacker 500 Cement Board for walls and floors delivers superior protection against moisture damage and mold growth. It contains no paper facing, which serves as a food source for mold, or gypsum, which can disintegrate with continuous moisture exposure >>	75.00
13232		PORECELAIN TILE	SHOWER AREA >> SURFACE BULLNOSE TILE >>	35.00
13256	82 Tall	PORECELAIN TILE	SHOWER AREA >> SHOWER WALL TILE LABOR ONLY >>	75.00
33114	Frame in Excisting Mirror	MIRROR	FLAT WALL MIRROR >> MIRROR WOOD TRIM TO MATCH CABINETRY 8 FEET PIECES >>	16.00
34105		SHOWER DOORS AND GLASS PANELS	FRAMELESS SHOWER DOORS >> CLEAR SHOWER GLASS DOOR AND GLASS SIDE PANEL 60 X 80 FRAMELESS ORB BRUSHED NICKEL CHROME >>	1.00
9131		PAINTING / STAINING	INTERIOR PAINTING >> PAINT INTERIOR BASE BOARD ONE COAT, CAULK EDGE >>	10.00
45124	Owner Supply Paint	PAINTING / STAINING	INTERIOR PAINTING >> PAINT SMALL BATHROOM >>	250.00
45125		PAINTING / STAINING	INTERIOR PAINTING >> PAINT CEILING >>	55.00
5155		PLUMBING	BATHROOM PLUMBING >> Roughed in Plumbing >> ROUGH IN SHOWER VALVE >>	1.00
5234	Sink/Faucet	PLUMBING	BATHROOM PLUMBING >> SINK >> LABOR ONLY P TRAP AND BRAIDED STAINLESS STEEL FLEX LINES WITH ANGLE STOPS TO EXISTING DRAIN AND SUPPLY LINES >>	2.00
5237		PLUMBING	BATHROOM PLUMBING >> Roughed in Plumbing >> CHANGE 1.5 in TUB DRAIN TO 2 in SHOWER DRAIN >>	1.00
47111		PLUMBING	BATHROOM PLUMBING >> Roughed in Plumbing >> NEW FHA DRAIN AND P TRAP FOR SHOWER >>	1.00

Sub Total: \$10,351.84

Location:PROJECT REQUIREMENTS

Item ID	Short Note	Section Name	Item Name	Code
14103		CLEAN UP	15 YD DUMPSTER >>	1.00

Sub Total: \$425.50

Licensing

Contractor shall maintain an Arizona general contractor's license. Residential License ROC 266763093021 085888 Permits, Architecture & Engineering Contractor shall obtain all permits at homeowners expense unless otherwise specified. If a homeowner's association governs the Project, Client shall be responsible for all associated fees and obtaining the necessary 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.

Materials

Contractor shall use all materials specified in the agreement where reasonably possible. However, if such materials are unavailable 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, at 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, Owner 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 Owner's failure to confirm and advise of accurate property lines, Owners shall advise Contractor of any restrictions, easements, or right of ways.

Additional Time

Contractor shall diligently pursue work to 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 Owner, Owner'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

Owner warrants and represents that 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 Owner represents and warrants to the Contractor that Owner holds marketable, legal title to the property covered by this Agreement. Prior to commencement of construction, Owner 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. Owner's insurance shall cover the Owner'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 Owner 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 Owner 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 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. 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.

No Oral Modifications

All changes or modifications to this contract or plan 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 will take place in Maricopa County, Arizona. The court will apply Arizona laws. The prevailing party in any litigation will be awarded its costs, court costs and reasonable attorney fees.

Change Order Policy

Clients may add work to the original scope and may authorize changes to the CONTRACT ("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 on a time-and-materials basis. Change Orders may adversely affect existing production schedules and therefore any schedules are null and void. It is always our goal to determine a fixed price up front for our clients. Upon certain situations it may be necessary to perform work at a time and material basis. Such work is based on a labor rate 125.00 per hour and materials supplied at the cost of material plus 30% mark up to include management and handling.

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 the contractor immediately.

Other documents

Documents are part of this agreement and must be signed by both the Client and the Company to be accepted and binding. Buyer acknowledges receipt of a duly executed duplicate copy of the Agreement at the time of its execution with all the blank spaces filled in to the extent applicable to this project. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form for an explanation of this right. 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 Agreement and specifications included herein before signing and hereby acknowledge that they understand all covenants and conditions herein by signing their signature to this agreement as of the day and year first above written.

Existing or Client supplied Items

Client supplied items and any existing materials used for the remodeling 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. HHI is not responsible for color matching of items finish colors, textures metals etc. Tiles, cabinets, or any other items that are altered in its process of being made such as antiquing, glazes, heirloom, scraping etc. are accepted as is and the client understands and agrees that such finishes included 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 the 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

Upon occasion Holtzman Home Improvement LLC may remove and reset client items in order to perform the remodeling task contracted for. Client understands and agrees that moving and resetting any items such as appliances, furniture, artwork, pianos, personal items, etc if damaged, is not the responsibility of the company for either financial compensation or replacement.

Design Images

Design images are a courtesy provided to our clients as an imagination aid and not an exact image of the project or 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 parties HHI LLC and the client. The designs are property of HHI LLC and not for redistribution or execution by another company. All designs are conceptual in nature and literal.

CABINET SELECTION CONFIRMATION

DRAWINGS & SPECIFICATIONS

Owner acknowledges and agrees that the Cabinet Selection Confirmation, signed and approved by the Buyer, is binding and that the shown cabinet selections are final. Owner 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 (3) business days from the date this Confirmation is signed.

DELIVERY, AND CARE

Owner 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. Owner 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, Owner agrees that Owner 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 Owner will be responsible for providing storage and any associated costs, including transportation, loading, and unloading costs.

CANCELLATION

Owner may rescind or change the Order provided that Owner 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 Owner.
- b) Installation requires experienced, competent tradesmen. HHI is not responsible for inferior or incorrect installation performed by others.
- c) Owner 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. Buyer 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, Owner 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 Owner:

Dated: _____

Notice of Cancellation

Contract Date:

If this contract was solicited at your home, you may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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 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

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

Anita Brewer

4027 S Hazelton Ln

DEMOLITION

- No structural horizontal and or vertical support beams are included unless otherwise stated in this agreement. Evaluation of any structural support is to be performed during the demolition phase once the item is exposed for evaluation. Client understands and agrees that additional costs will incur for any structural engineering and beam work required. A written change order must be signed and accepted by the company and client involved prior to any additional work.

ELECTRICAL

- Only standard white or ivory colors are included for switches, dimmers and outlets. If any other color is needed, there will be an additional charge.
- If outlets in house are not grounded, then only those items that have new dedicated circuits will be upgraded to grounded outlets.
- Layout of recessed can lighting may vary due to duct work, ceiling joist or rafter locations and other obstructions.
- Price assumes attic or open access to install or remove wiring.
- Smoke detectors may be required by your city officials. They are not part of this agreement but may be purchased and installed by the company at an additional charge to the client. The client may chose its own contractor to install such items if required.
- The customer should be onsite during the initial start of electrical at rough-in to confirm locations of lighting, outlets and switching.
- Additional cost will incur for any new circuits required to be run from power panel.
- 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.
- Pricing includes only one return trip for finish and trim out of electrical fixtures. All fixtures and customer-supplied items must be onsite during the scheduled trim-out date. If a return trip is required to install items not available at trim-out, additional cost of \$105.00 per trip may be billed to client.

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.

Designer: _____

Client: _____

Date: _____

Date: _____

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

Total \$12,116.25

Buyer(s) acknowledge and agree that said amount was fairly negotiated and reflects all discounts. Buyer(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 1605 W. University Dr. Suite 109 Tempe, Arizona 85023 602-323-6574 hhi@holtzmanhomeimprovement.com www.holtzmanhomeimprovement.com	Anita Brewer 4027 S Hazelton Ln Tempe, AZ 85282 480-628-6821 monirul.arefin@gmail.com

Payments as follows:

Deposit:	\$ 3634.88	
Amount due:	\$ 1817.44	Start of Plumbing
Amount due:	\$ 3634.88	At Countertop Template
Amount due:	\$ 1817.44	Start of Tile
Amount due:	\$ 1211.63	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.

Design Consultant

Owner / Purchaser

Acceptance

Owner / Purchaser

(Contract must be accepted by management to be valid Customer will receive countersigned copy)

Client Responsible for:

- [illegible]