

# Proposal & Contract

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Prepared For  
**Christina Rzesniowiecki**  
**Ron Rzesniowiecki**

Prepared By  
**Rick Ritivoy**

To access your project portal, Please click [here](#)

Dear Christina Rzesniowiecki & Ron Rzesniowiecki

Location: Addition- Existing Room Renovate		Sub Total: \$1,140.34
CABINETRY		Code
11106	BATH CABINET >> WALL CABINET TOILET VALET >>	1.00
11117	BATH CABINET >> ELEVATION / DESIGN AND SELECTION MUST BE SIGNED BY CLIENT >>	1.00
11424	BATH CABINET >> WALL CABINET FOR VANITY >>	1.00
		Sub Total: \$1,140.34
Location: Addition- Finished		Sub Total: \$1,349.86
CABINETRY		Code
11102	BATH CABINET >> PLYWOOD SIDES BOX CABINET 34.5 HIGH >>	1.00
11153	BATH CABINET >> COUNTER TOP CABINET WITH CROWN >>	1.00
11167	BATH CABINET >> FREIGHT CABINET DELIVERY >>	1.00
CARPENTRY		Code
3158	dsfsdf	2,223.00
		Sub Total: \$1,349.86
Location: Addition- Rough		Sub Total: \$1,589.53
CABINETRY		Code
11101	BATH CABINET >> MDF BOX CABINET 34.5 HIGH >>	1.00
11105	BATH CABINET >> LAMINATE CABINET >>	1.00
11153	BATH CABINET >> COUNTER TOP CABINET WITH CROWN >>	1.00
11167	BATH CABINET >> FREIGHT CABINET DELIVERY >>	1.00
11448	test 1e	2,223.00
		Sub Total: \$1,589.53

**Licensing**

Arizona Interior Innovations LLC known as the Contractor shall maintain an Arizona general contractor's license . Residential License ROC 332195 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 require additional monies to be paid by the client 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 24 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 Arizona Interior Innovations Kitchen & Bath Design 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 of any dispute claim, question or disagreement arising from or relating to this agreement or the breach thereof the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

**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. 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. Any additions to contract after execution of signed contract between Arizona Interior Innovations Kitchen & Bath Design 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 Interior Innovations Kitchen & Bath Design to satisfy our customer and to have no ambiguity or misunderstandings during the course of our clients 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 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 cancelation 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 Arizona Interior Innovations Kitchen & Bath Design Warranty. IIKBD 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. IIKBD 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 the cost incurred is to be paid by the client.

**Moving Contents**

Upon occasion Arizona Interior Innovations Kitchen & Bath Design 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 IIKBD LLC and the client. The designs are property of IIKBD and not for redistribution or execution by another company. All designs are conceptual in nature and literal.

# Notice of Cancellation

**Contract Date: 05/25/2022**

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:

**Arizona's Interior Innovations**

\_\_\_\_\_  
(Name of home improvement contractor)

at 6949 E. Shea Blvd., #120

not later than midnight of 5/30/2022

I hereby cancel this transaction.

\_\_\_\_\_  
Date

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

Christina Rzesniowiecki & Ron Rzesniowiecki

17737 E. Vallecito Dr.

"initials here indicate that client has received this notice." \_\_\_\_\_

ELECTRICAL

- Only standard white or ivory colors are included for switches, dimmers and outlets. Client may request a different style or color at an additional cost.
- 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 if not already included in the work 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.
- 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.

CABINETRY

- If desired and or needed, the company will install customer supplied cabinet handles and or knobs as outlined in the work order. We 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 have partial overlay doors and drawers do not require knobs or handles.
- Cabinet doors and drawers that are full overlay do require knobs and handles. Knobs and handles will be addressed as noted in your work order and are not automatically included.
- 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.

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 Arizona Interior Innovations Kitchen & Bath Design 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 Arizona Interior Innovations Kitchen & Bath Design to satisfy our customer and to have no ambiguity or misunderstandings during the course of our clients home improvement project.

Designer: \_\_\_\_\_

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Date : \_\_\_\_\_

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: Arizona's Interior Innovations or through credit card or financial arrangements other than cash.

**Anticipated Start Date of project is 05/31/2022 and Completion Date is 08/27/2022**

**Company Information:**

Arizona's Interior Innovations  
6949 E. Shea Blvd., #120  
Scottsdale, Arizona 85254  
(602) 866-1886  
  
www.azinteriorinnovations.com

**Client Information:**

Christina Rzesniowiecki  
17737 E. Vallecito Dr.  
Fountain Hills, AZ 85268  
(510) 710-6002  
crzesniowiecki@cb2.com

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

<b>Total:</b>	<b>\$4,079.73</b>
<b>Tax:</b>	<b>\$285.58</b>
<b>Total Amount:</b>	<b>\$4,365.31</b>

**Special Notes:** Tax Included: We welcome Visa, MasterCard, Discover credit cards accepted (No American Express).

**Payments as follows:**

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

Deposit:	\$ 873.06	
Amount due:	\$ 1309.59	At Countertop Template
Amount due:	\$ 1309.59	Start of Job
Amount due:	\$ 436.53	At Start of Flooring
Amount due:	\$ 436.53	Balance Due at Completion

\_\_\_\_\_  
Design Consultant

\_\_\_\_\_  
Owner / Purchaser

\_\_\_\_\_  
Acceptance

\_\_\_\_\_  
Owner / Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date