

Home Improvement Contract

This Contract represents a binding legal agreement between the Homeowner and Contractor listed below upon date of signature by both parties.

Homeowner

Name: n dv

Street Address

City State Zip: 0000

Email: nika.dvali@yahoo.com

Phone

Contractor

Name: testOrganization

Street Address: testStr

City State Zip: 0000

Email: nika.dvali@yahoo.com

Phone:

Location of Home Improvement

testStreet

Scope of Work (including the materials to be used)

| Description | Category | Hours | Cost | Material Price |
|----------------------|-------------------|-------|-------|----------------|
| test scope of work 9 | Ceiling Coverings | 3.25 | 52.25 | 16.25 |

| | | | | |
|------------------------------------|-------------------|------|-------|-------|
| test scope of work 14 | General | 2.75 | 104.5 | 0 |
| Remove gypsum drywall from ceiling | General | 0.52 | 19.76 | 0 |
| test scope of work 13 | General Inventory | 5 | 190 | 50 |
| test scope of work 9 | Ceiling Coverings | 3.25 | 52.25 | 16.25 |
| test scope of work 11 | General Inventory | 3.25 | 91.2 | 32.5 |

Totals

| Furniture | Cost | Material Price | Total |
|-----------|-------|----------------|---------|
| \$3045 | \$510 | \$115 | \$4,701 |

Change Order

Any additional work or modifications to the work listed in the Scope of Work shall require a change order. A change order is a written document listing the materials and labor required for services not listed in the original home improvement contract. The change order must be signed by the Homeowner and the Contractor

prior to implementation of any changes. This contract is based on the observations made during the Contractor's initial walk through of the property. While Contractor makes every effort to accurately estimate the price of the project, there may be unforeseen conditions that can lead to unexpected costs. Homeowner agrees to be fully responsible for any increase in cost that are discovered by the Contractor during the project. In this instance, Contractor will issue a change order for Homeowner's approval. No further work will be performed until Homeowner and Contractor agree on a reasonable means of addressing these unforeseen issues.

Insurance

Homeowner agrees to maintain adequate coverage for the property where the home improvement project is being performed. Homeowner agrees to provide a copy of the certificate of insurance for the property in question to the Contractor prior to the project's commencement. If the project is destroyed or damaged by any accident, disaster, or calamity such as fire, storm, flood, theft or vandalism, the Homeowner is still responsible for any work that was completed by Contractor and is responsible for any extra work that results because of said damage or destruction. Contractor shall carry worker's compensation insurance to protect Contractor's employees during the project. Contractor will provide Homeowner with a copy of the certificate of worker's compensation insurance.

Licensing and Registration

Contractor warrants that they possess all valid licenses and registrations required by the state for the work to be performed by Contractor in this project. Any and all subcontractors who are hired by Contractor for this project shall be properly licensed and registered according to state and local regulations for the work to be performed by the subcontractor on this project.

Permits

Contractor agrees to assist Homeowner in procuring any required permits in accordance with local laws. The costs of any such permits shall be the obligation of the Homeowner.

Timing of Work

The parties agree that the work shall commence on or around _____. The parties agree that the work should be substantially completed by _____. However, the parties acknowledge that these dates are merely estimates and that there are no firm dates. Homeowner agrees not to hold Contractor liable for any delays in the start date or completion date. Any delays in project completion that are beyond Contractor’s control shall terminate any obligation to complete with the project within the timeline stated above. Such delays beyond Contractor’s control include, but are not limited to worker strike, Homeowner lock-out, building lock-out, force majeure, safety impediment, and non-payment by Homeowner.

Property Access

Homeowner agrees to provide Contractor’s employees and subcontractors with reasonable access to the property where the home improvement work is being performed.

Payment

Homeowner agrees to make payments pursuant to the following payment schedule:

| Payment Date | Payment Amount Due |
|--------------|--------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Indemnification

Homeowner agrees to indemnify, defend and hold Contractor harmless against any and all loss or damages caused by those agents who are not directly employed by Contractor. Contractor will indemnify, defend and hold Homeowner harmless against any and all loss or damages caused by those agents who are employed by Contractor. Contractor recommends that Homeowner hire a professional moving service for the removal and storage of its furniture and personal possessions that will be affected by the scope of the work to be performed. Should Homeowner elect to ignore such recommendation, Homeowner hereby agrees to indemnify and hold Contractor harmless for any damage to its furniture or other personal belongings caused by Contractor or its agents. Homeowner forfeits any right to offset any monies owed Contractor for any and all damages to its furniture and personal property

Non-interference with Business Relations

Homeowner will not interfere with the business relationships of Contractor or any of its agents. The Parties agree that the any attempt by Homeowner to employ or render a benefit to Contractor's agent outside the scope of the payment terms of this Contract shall be deemed tortious interference and a breach of this Contract.

Lead Paint Removal

The parties acknowledge that Contractor has provided Homeowner with the "Renovate Right" pamphlet produced by the Environmental Protection Agency. Homeowner will execute the acknowledgement form which is attached as Exhibit 1.

Capital Improvement

The parties acknowledge that the project constitutes a capital improvement upon the premises and as such will execute the Capital Improvement form attached as

Exhibit 2.

Applicable Law

This Contract shall be governed by and construed in accordance with the laws of the State of New York.

Severability

If any provision of this Agreement shall be held invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected and shall still be in full force and effect.

Notices

Any and all required notices required shall be in writing and shall be delivered by certified mail, return receipt requested with postage prepaid or by email to their email addresses written above on page 1 of this Contract.

Entirety of the Agreement

The parties acknowledge and agree that this Contract represents all of the promises, terms and conditions agreed to by the Parties and that no other promises, terms and conditions, whether written or verbal, exist.

Homeowner:

Homeowner's Signature:_____

Date:_____

Contractor:

Contractor's Signature:_____

Date:_____