



Client Name: Homeowners

hereby contracts with Lord & Lady Construction, LLC (Lord & Lady) to perform the following:

Project Name: Chimney Repair

Latest Expected Completion Date: April 17th, 2015

Project Location: 1000 Dr, Traverse City, MI

Breakdown:

Project process will be completed as detailed in "Scope of Work" in Estimate #000000_2 from April 5th, 2015. Price breakdown for the work is detailed in the E000000_2 (page 3).

Agreement/Conditions:

Materials will be purchased and delivered by Lord & Lady Construction. Work will begin on-site Wednesday, April 8th. Work on this project will take approximately two days, depending on weather conditions and any problems encountered.

Price for Job*: **\$ 0.00**

* A materials deposit (covering all materials - \$0.00), labor deposit (covering ¼ labor - \$0.00) and all other fees (trash - \$0.00) are required the date contracts are signed. The final remaining balance will be due IN FULL on the date of completion (payment plans may be arranged, but must be discussed at time of signing - service charges apply).

Deposit Paid: \$0.00 with check #	or credit card	
This Contract is subject to the TERMS AN	D CONDITIONS on the back.	
Signed by Lord & Lady	Signed by Client	
Date:	Date:	
By:	By:	
Printed Name:	Printed Name:	
Title:	Title:	
(Please include Name and Title where approp	riate)	
		-
To be signed upon completion of the pro	ect(s): Chimney Repair	- 1
Client signs as receipt of the project(s) completed by Lord & Lady:		
Client:		- 1
Date:		
Printed Name:		
THOMAS@lordandladyconstruction		eas.

Terms and Conditions

1. Acceptance. Any terms or conditions on this job which are in addition to or inconsistent with Lord & Lady's Agreement/ Conditions contained in this contract shall not be binding on Lord & Lady and shall not apply to this transaction. Clients signature on this contract is acceptance of the terms and conditions on the face and reverse side of this contract.

2. Site Location. For client safety and project organization Lord & Lady respectfully requests that all existing structures, all materials new and old (*e.g. screws, bolts, lightswitch covers, trim, etc*) and all equipment at the site location, are not touched or moved without specific consent from Lord & Lady. Moving structures, materials or equipment may disrupt the project schedule and therefore incur additional charges for labor and/or material costs for replacement of any moved objects that can not be located when needed.

3. Completion. Upon completion of the Clients Project(s), the Client shall sign acknowledging receipt of such project. Clients signature of receipt shall be evidence of Clients recognition that Client has received the entire project(s) agreed to as part of this contract.

4. Pricing. The price estimated for the job is limited to the description in the Breakdown, and is subject to the Agreement/ Conditions paragraph. Client agrees that any changes requested by the Client after the signing of this contract may affect the price estimated on reverse side. In the event a change is requested by Client, Lord & Lady will detail the price adjustment to the Client in writing and new contracts will be created.

5. Final Payment. Upon completion of the project in accordance with the contract, the balance of the contract price shall be immediately due and payable to Lord & Lady. A 2% service charge will be added monthly on accounts past due by thirty days or more. An agreed upon payment plan between the Client and Lord & Lady may be applied; 2% monthly service charges will still apply. Client agrees to pay Lord & Lady's expenses of collection, including reasonable attorneys fees and court costs. In the event that Lord & Lady elects not to require the deposit upon the signing of this contract, this decision shall not act as a waiver of Lord & Lady's right to require the deposit as part of payment in full for the project.

6. Default. In the event of default by the Client or Lord & Lady, each of the parties shall have their rights and remedies provided by law.

7. Rights. In the event the Client refuses reasonable attempts by Lord & Lady to rectify this Contracts balance Lord & Lady retains the rights to apply a lien on any Client property(ies) to receive Final Payment.

8. Authorization to Sign. In the event Client is a partnership, limited liability company, corporation, unincorporated association, or any other such entity, the individual(s) who execute this contract do hereby represent and warrant to Lord & Lady that such individual(s) is/are authorized to execute this contract on behalf of Client.

9. Warranty. Lord & Lady offers a two-year warranty on all work completed wholly by Lord & Lady guaranteeing it to be free from manufacturers defects in material and workmanship and applies as follows. If any part(s) of the project(s) are completed by party(ies) other than Lord & Lady all warranties are void. Warranty date begins from the completion date signed by Client and expires two years from that date. If Final Payment of project(s) is not paid IN FULL all warranties are void. Warranty does not cover faults that have been subject to accident, misuse or abuse (*natural or purposeful*). Warranty does not apply to work that has been modified, altered, defaced, or had repairs made or attempted by others. Lord & Lady must be notified in writing within ten (10) days of knowledge of defect by Client. Lord & Lady shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to owner within a reasonable period of time. Under no circumstances shall Lord & Lady be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect. Warranty holds no cash value and can not be used for reimbursement in cash.

10. Entire Agreement. This contract contains the entire agreement between the parties and supersedes any prior agreements or representations in connection with this matter, and no addition or modification of any term or provision shall be effective unless in writing, signed by all parties to it.

THOMAS@lordandladyconstruction.com L A U R A @lordandladyconstruction.com

Old World Skills. New World Ideas.