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Client Name: You

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

Project Name: Home Project

April 24th, 2015 (goal to complete by April 20th, 2015)

Project Location: Your Home

Latest Expected Completion Date:

Breakdown:

Project process will be completed as detailed in "Scope of Work" in Estimate #00000 from April 8th, 2015. Price breakdown for the work is detailed in the E000000 (*page 3*). Project is being completed in conjunction with the Remodel (*C000000*).

Agreement/Conditions:

Materials will be purchased and delivered by Lord & Lady Construction. Paperwork and permits will begin Thursday, February 5th. Work will begin on-site as soon as permits are approved. Work on this project will take approximately one week (*within the two month timeline of the remodel project*) depending on weather conditions and any problems encountered. Our goal is to complete the work by April 20th and will keep the homeowners updated with the progress and reality of that goal as the project evolves.

Price for Job*: **\$0**

* A materials deposit (covering all materials - \$0), labor deposit (covering ¼ labor - \$0), all other fees (trash, permits - \$0) and a subcontractor deposit (covering ½ - \$0) are required the date contracts are signed. Every 4 weeks a quarter labor deposit is required. The remaining subcontractor balance will be due upon the subcontractor work passing their inspections. 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 with check #	or credit card
This Contract is subject to the TERMS AND CONDITIONS on the back.	
Signed by Lord & Lady	Signed by Client
Date:	Date:
<u>By:</u>	By:
Printed Name:	Printed Name:
Title:	Title:
(Please include Name and Title where appropriate)	
To be signed upon completion of the project(s):	Home Project
Client signs as receipt of the project(s) completed by Lord & Lady:	
Client:	
Date:	
Printed Name:	

Old World Skills. New World Ideas.

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

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.

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