



**LORD
and
LADY**
CONSTRUCTION
LLC

701 South Plum Lane
Northport, Michigan 49670
License Nos. 2101190067 & 2102195486
www.LordandLadyConstruction.com

Contract

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Client Name: You

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

Project Name: Your Project

Anticipated Completion Date: September 1st, 2017

Project Location: Northern Michigan

Breakdown:

Project process will be completed in some variation, but relatively, as detailed in "Scope of Work" in Estimate #000___ which. Price breakdown is detailed in the estimate E000___ (*on breakdown & costs pages*). Our goal is to complete the project as soon as possible, with hopes of completion prior to the Anticipated Completion Date, however, overtime is not anticipated, without consent from Homeowners. Homeowners will be contacted during the project for final style and choice decisions for a number of aspects, including but not limited to: paint colors, faucets, tile selection, flooring selection, sinks, lighting, etc. A plowing service will be provided and covered by the homeowners during the snowy time period of the project, to maintain a reasonable level of snow (<6") and as clear as possible on delivery days. If changes occur during the project, discussions, invoices, or change orders will be drawn up, prior to any additional work being completed.

Agreement/Conditions:

Materials will be purchased and delivered by Lord & Lady Construction or any of our suppliers. All material orders will be placed as soon as the appropriate materials deposits are made, but not before. Physical work on-site starting with ___ will begin on-site on, as soon as permits are received, which is hopefully or near Monday, ___ at the latest. Due to site location; material arrival and weather will be factors for completion. Temporary electrical hookup will be required on-site as soon as available. Physical work on this project will take approximately _____ depending on weather conditions and any problems encountered. ANY changes, alterations, or problems (*which can include subcontractor schedules*), will increase the time required to reach final completion. Our goal is to complete the work by September 1, 2017 and we will keep the homeowner updated with the progress and reality of that goal, as well as the budget, as the project evolves.

Price for Job*: _____

** A partial labor deposit (\$0.00), a partial material deposit (\$0.00) and partial other fees (permits - \$2,000.00) are required the date contracts are signed. The initial materials deposit is due 4 weeks prior to the physical start date (this will include any windows, doors, foundation materials, etc). Once physical construction begins, a labor and materials portion will be due every four weeks, without exception. Subcontractor fees will require a 50% deposit upon their start dates, with final payments for them upon completion. The contingency budget is included in the project total, but is not included in the deposits or charges unless used. The final remaining balance will be due IN FULL on the date of completion/final inspection passing (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 (3% service fee applies)**

This Contract is subject to the TERMS AND CONDITIONS on the following pages.

Signed by Lord & Lady _____ Signed by Client _____

Date: _____ Date: _____

By: _____ By: _____

Printed Name & Title: _____ Printed Name & Title: _____

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, reverse side, and additional page 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. If clients (*or their families*) are on-site and materials are missing after their visit, Lord & Lady will assume that they were moved or removed by clients, and they will be billed as such.
3. Trash. Any dumpsters, trash/recycling trailers on-site are the property of Lord & Lady Construction LLC and any personal trash from the Client(s) (*cardboard boxes, debris, household items, trash bags, etc*) may not be placed in the dumpster or trash/recycling trailers. In the event that additional trash is placed in the on-site dumpsters or trash/recycling trailers, the Client(s) understand that additional fees will be billed to them in their next invoice, to cover the additional trash disposal costs.
4. Completion. The Anticipated Completion Date is not a guarantee of completion date. Given the nature of construction, changes, and problems that occur, the completion date may change. Lord & Lady is not responsible in any way for any damages (*due to weather, leaking, etc*) that may have been caused or increased by a delay. Lord & Lady Construction and subcontractors will not work overtime to meet an Anticipated Completion Date, without charging additional labor fees for that overtime. Changes or delays to the completion date, do not reduce, remove, discount, or delay payment structure for any fees outlined in this agreement. 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.
5. 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 and a change order or invoice will be created, with the adjusted timeline included.
6. Monthly Payments. Incremental payments are due every four weeks during an ongoing project, regardless of progress. Amounts will be adjusted based on upcoming progress. Material costs are always due prior to material purchases. If monthly invoices for an ongoing project are not paid for two consecutive months, Lord & Lady reserves the right to demand payment in full for the entire project for any work to continue. A 7% service charge will be added every 7 days, on monthly invoices past due by seven days or more. Work will cease on the project if payments are not received within seven days of the invoice, and will not resume until payment is received.
7. 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 7% service charge will be added every seven days on accounts past due by seven days or more. An agreed upon payment plan between the Client and Lord & Lady may be applied; 7% monthly service charge 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

Terms and Conditions

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.

8. Cancellation. Unless your project is cancelled within 24 hours of signing, no deposits may be refunded for any reason. In the event of cancellation of the contract by the Client or Lord & Lady, all work completed will be billed and due immediately. Any unused materials, purchased and paid for by the Clients, may be delivered on-site. Any completed unpaid labor fees, will be billed and must be paid immediately. Any completed, but unpaid subcontractor fees must be paid immediately.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

To be signed upon completion of the project(s): **Your Project**

Client signs as receipt of the project(s) completed by Lord & Lady:

Client: _____

Date: _____

Printed Name: _____