



300 CRINER LANE
YORKTOWN, VA 23693
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Remodeling the Peninsula Since 1977

REMODELING CONTRACT

This Contract entered into this **1st** day of **January, 1999** by and between **John and Jane Sample**, referred to as the "Owner" and **Criner Construction Company, Inc.**, hereinafter referred to as the "Contractor." For the consideration hereafter set forth, the Owner and Contractor agree as follows:

Scope of Work: The Contractor agrees to furnish all necessary supervision; to order all materials, tools, equipment and supplies; and to employ all subcontractors necessary to complete the improvements described in the Contract Documents to property currently owned by Owner located at:

**100 Anywhere Drive
Yorktown, VA**

Phone: **000-0000**

Contract Documents: The following listed documents are a part of this agreement:

- (a) Terms and conditions contained herein.
- (b) Specification List dated: **January 1, 1999**
- (c)
- (d)

Contract Sum and Payments: The Owner agrees to pay to the Contractor the sum of **\$20,000.00 Dollars (\$Twenty Thousand Dollars)** for the work to be performed under this contract payable as follows:

- 1. \$6,000.00 Due at start of job.
- 2. \$6,000.00 Due at start of plumbing.
- 3. \$6,000.00 Due at start sheetrock.
- 4. \$1,000.00 Due at 95% completion.
- 5. \$1,000.00 Due at completion.

Owner's failure to make prompt payments will cause a financial hardship on the Contractor, it is necessary to impose a finance charge if payments are not promptly made. Accordingly, Owner agrees to pay a finance charge on amounts not paid within 30 days based on the following periodic rates: one and one-half percent (1.5%) per month on the unpaid adjusted balance. (Adjusted balance means previous balance less payments received at the time for the monthly billing). One and one-half percent (1.5%) per month is an annual percentage rate of eighteen percent (18%).

Commencement, Completion, and Acceptance: Provided all necessary materials are available, a building permit can be obtained and the Owner has complied in full with the terms of this Contract, the Contractor shall commence construction on or before _____. The estimated completion date is _____. Owner acknowledges that this completion date is an estimate only and that Contractor shall not be responsible for delays caused by factors unknown or undisclosed to Contractor and any factors listed in paragraph 17 of this Contract. Contractor will provide a revised completion date if such factors are encountered. Contractor shall comply with all requirements of such permits. Contractor shall not be responsible for obtaining any variances should such variances be required to obtain a building permit.

Warranty: Contractor agrees to provide the warranty provided for in paragraph 24 at no cost to the Owner; provided, however, that the cost of the warranty call-backs for work performed by contractors or subcontractors not employed by or contracted for by Contractor shall be paid by Owner and performance of work by contractors or subcontractors not employed by or contracted for by Contractor shall void the warranty of the Contractor for the portion of the improvements on which such work is performed.

Addition Terms and Conditions: Owner and Contractor acknowledge and agree to be bound by the Terms and conditions in paragraphs 1-27 in part II.

ACCEPTANCE:

CRINER CONSTRUCTION COMPANY, INC.

Robert T. Criner, President

Date: _____, _____

Class A Contractor
License# 24130 - Expires 11/30/2011

1. EXTRA WORK

During progress of construction, Owner may order extra work. Such extra work shall be specified in a written change order signed by the Owner and Contractor and shall be paid for at time the change order is completed unless otherwise agreed to by the parties.

2. INSECT AND MOISTURE DAMAGE

Contractor shall not be obligated to perform any work to correct damage caused by termites or other insects, moisture, mold, dry rot or decay and any work to be performed to correct such damage shall be covered by a change order. If any pretreatment for termites or other insects is required, it will be at Owner's expense.

3. MATCHING MATERIALS AND SUBSTITUTION OF MATERIALS

Contractor calls attention to the Owner to the limitations of matching building materials (included by not limited to plaster, drywall, stucco, concrete, masonry, siding, and roofing materials). While the Contractor shall make every effort to match existing materials, texture, colors, stains, finishes, and planes, exact duplication is not promised. Contractor shall have the right to substitute materials of similar quality, pattern, and design if unable to obtain the exact matching materials.

4. ELECTRICAL SERVICE

Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. Cost incurred in changing point of service, main switch, or meter that may be required by inspector or serving utility shall be paid to the Contractor by the Owner the same as any other extra. Changes to existing wiring in areas undisturbed by alterations are not included.

5. SUBSOIL CONDITIONS

Contractor does not assume any risk to subsoil conditions of the property and if any subsoil conditions which affect the work to be performed are encountered they will be dealt with at the Owner's expense pursuant to a change order. If any testing or an engineered footing is required, it will be at Owner's expense.

6. PROPERTY LINES

The Owner is solely responsible for the location of all lot lines and shall, if requested, identify all corner posts of his lot for the Contractor. If any doubt exists as to the location of lot lines, the Owner shall at his own cost, order and pay for a survey. If the Owner wrongly identifies the location of the lot lines of the property, any changes required by the Contractor shall be at the Owner's expense. This cost shall be paid by Owner to Contractor in cash prior to continuation of work.

7. CONDUITS, PIPES, AND DUCTS

Unless specifically indicated, agreed price does not include re-routing of vents, pipes, ducts, or wiring conduits that may be discovered in removal of walls or cutting of openings in walls, floors, or ceilings.

8. ACCESS TO WORK

Owner shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. Owner shall also provide utility services required by the Contractor at Owner's cost. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractors and workmen shall not be expected to keep gates closed for animals and children. Contractor shall protect adequately the property and adjacent property subject to this contract but shall not be held responsible for damage to driveways, walks, lawns, trees, and shrubs by movement of trucks unless due to Contractor's gross negligence.

9. REQUIREMENTS OF PUBLIC BODIES

Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility, or inspector shall constitute an extra and shall be paid for the same as any other extra.

10. MATERIALS REMOVED-RUBBISH

All materials removed from structure in course of alterations shall be disposed of by Contractor except for Hazardous Materials as described in paragraph 27 and those items designated by Owner prior to commencement or during construction. All construction rubbish to be removed by Contractor at termination of work and premises left neat and in a broom-clean condition.

11. INSURANCE

Prior to commencement of construction, Owner shall have Contractor listed as loss-payee on Owner's hazard insurance policy by means of endorsement, or shall purchase separate policy to protect Contractor's interest. In event Owner fails to do so, Contractor may procure such insurance and Owner agrees to reimburse Contractor in cash for the cost thereof. Contractor may waive this requirement in its sole discretion. Contractor shall carry at his own expense workman's compensation and public liability insurance. [_____ waived]

12. TOILET FACILITIES

Owner agrees to make toilet facilities available to all workmen or compensate Contractor for cost of rented units.

13. PERMITS AND RESTRICTIONS

Owner shall obtain and pay for all permits required by Government bodies unless otherwise specified. Contractor shall comply with all requirements of such permits. Owner shall secure and pay for approval of Fine Arts groups, or any group, or groups, or organizations, society or association wherever such approval is required by covenant. Owner shall secure and pay for easements or other necessary property interest for permanent structures or permanent changes in existing facilities. The Owner further covenants that there are no restrictions, easements of covenants restricting or requiring consent to the work to be performed. Contractor shall not be responsible for obtaining any variances should such variances be required to obtain a building permit.

14. CANCELLATION OF AGREEMENT

In event of cancellation of this agreement by the Owner prior to commencement of construction, the Contractor is to receive compensation from the Owner for all expenses incurred to that date plus 20% of the contract sum. The Contractor may cancel this agreement because of material shortages or errors in computing the contract sum within ten (10) days of acceptance of this agreement by Owner provided that: (i) no work has commenced; and (ii) all amounts paid to the Contractor are refunded to the Owner.

15. UNDERGROUND PIPES

Contractor shall not be held responsible for damage to, or removing of pipes, sprinkler lines, water or sewage disposal systems or conduits in areas of excavating, grading, paving, or construction.

16. DAMAGE TO PROPERTY

Contractor shall not be held responsible for damage caused by Owner or Owner's employees, Act of God, soil slippage, earthquake, fire, riot, or civil commotion or acts of public enemy.

17. EXTRA TIME

Contractor agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure materials through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspections, or changes ordered by inspectors of governmental bodies concerned.

18. LICENSING

Contractor informs Owner that he is licensed under the laws and statutes of the State of Virginia.

19. LIENS AND ASSESSMENTS

Unless specifically included in this agreement Contractor shall not be held responsible for any bonds, liens, or assessments on existing real estate, nor sewer or utility assessments not yet a lien on said property.

20. PROTECTION OF OWNER'S PROPERTY

Owner agrees to remove or protect any personal property, inside and out, including shrubs and flowers which cannot be protected adequately by Contractor and Contractor shall not be held responsible for damage to or loss of said items.

21. WORK STOPPAGE

Should the work be stopped by public authority for a period of thirty days or more, though no fault of the Contractor, or should the work be stopped through the act of the Owner for a period of fifteen days, or should the Owner fail to pay the Contractor any payment within fifteen days after it is due, then the Contractor upon seven days written notice to the Owner, may stop work or terminate the contract and recover from the Owner payment for all work executed and any loss sustained and reasonable profit and damages (not less than 20% of contract sum).

22. CONTRACT

The Owner shall not sign a blank contract and is entitled to a copy at the time he signs it.

23. MARKETING

The Contractor is authorized to display a yard sign on the property until completion of work. The Contractor is authorized to photograph and video the work, and to publish the documentation (included but not limited to newspaper, magazine, and the internet). The Contractor will not use the name of the Owner unless given permission.

24. WARRANTY

Provided the Owner has complied with all terms and conditions of this contract and the relating documents and is not in default for the same, the Contractor warrants that all work shall conform to the requirements of the Contract and that any defects due to faulty materials or workmanship which the Owner gives written notice to Contractor within a period of one year from the date of 95% completion or occupancy by the Owner whichever will first occur, shall be corrected by the Contractor within a reasonable period of time at the Contractor's expense. In the event of any dispute as to whether or not any defect is acceptable workmanship under this contract, then the standards set forth in the most recent version of the *Residential Construction Performance Guidelines for Professional Builders & Remodelers* published by the National Association of Home Builders Remodeler's Council shall govern and shall be admissible in any proceeding involving this contract.

25. WORK BY OTHERS

Anything herein notwithstanding, Contractor shall not be responsible for work performed by contractors or individuals neither contracted nor employed by it.

26. DEFAULT

Owner agrees that upon signing this contract, either before or after acceptance by Contractor, to be bound thereby and in event of a breach of this contract by said Owner, Contractor shall be entitled to full compensation for work performed, loss of profits, and in event of a legal dispute, all costs and reasonable attorney's fees. In no event shall Contractor's recovery be less than 20% of the contract sum.

27. HAZARDOUS MATERIALS

Unless herein specifically provided for, the Contractor shall not be responsible for removal and for disposal of any "Hazardous Materials" as defined by any Federal, State or Local law, regulation, or ordinance, including without limitation, lead based paint, mold, asbestos and asbestos containing material, and if such "Hazardous Materials" are encountered in the course of the Contractor's work, then Owner shall pay any and all additional costs to remove and/or dispose of such "Hazardous Materials" in accordance with such Federal, State, and Local laws, regulations, and ordinances. **OWNER HERBY WAIVES AND RELEASES CONTRACTOR FROM ALL LIABILITY FOR ANY DAMAGES, BOTH TO PERSON AND PROPERTY, SUFFERED BY OWNER AS A RESULT OF CONTRACTOR'S REMOVAL OF HAZARDOUS WASTE INCLUDING LEAD BASED PAINT. OWNER AGREES TO INDEMNIFY AND HOLD CONTRACTOR HARMLESS FOR ANY DAMAGES SUFFERED BY CONTRACTOR AS A RESULT OF OWNER OR ANY THIRD PARTY MAKING A CLAIM FOR DAMAGES AGAINST CONTRACTOR IN CONNECTION WITH CONTRACTOR'S REMOVAL OF HAZARDOUS WASTE INCLUDING LEAD BASED PAINT. SHOULD A LEGAL ACTION BE FILED AGAINST CONTRACTOR FOR SUCH A CLAIM, OWNER SHALL INDEMNIFY CONTRACTOR FOR ALL DAMAGES AND COST SUFFERED BY CONTRACTOR INCLUDING REASONABLE ATTORNEY'S FEES.**