**HOME RENOVATION**

**CONSTRUCTION CONTRACT**

This Agreement is entered into as of the date set forth below, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** an Ohio limited liability company, whose business address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Contractor” and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** an Ohio limited liability company**,** hereinafter referred to as “Owner”. Contractor and Owner shall herein be collectively referred to as the “Parties”.

1. **Scope and Description of Work:**

Contractor agrees to perform for Owner certain alterations and improvements in and upon the real property of the Owner located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the “Property”, in accordance with the following specifications:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_See Home Renovation - Scope of Work Attached hereto as “Exhibit A” \_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Project”)

The Project shall include all items set forth on “Exhibit A”, except those items specifically identified and excluded thereon.

1. **Commencement and Completion of Project:**

The Project shall be divided into \_\_\_\_ phases of work (“Phases”), as set forth on Exhibit B, Project Timeline and Breakdown.

1. The Contractor shall commence the Project within \_\_\_\_\_ days of the date this Contract is signed by all parties (“Commencement Date”), provided that Contractor has received the Down Payment, as set forth herein.
2. Phase 1 shall commence upon the Commencement Date, and shall be completed within \_\_\_\_ days of the Commencement Date.
3. Phase 2 shall commence upon the completion of Phase 1, and shall be completed within \_\_\_\_ days from the completion of Phase 1.
4. Phase 3 shall commence upon the completion of Phase 2, and shall be completed within \_\_\_\_ days from the completion of Phase 2.
5. Phase 4 shall commence upon the completion of Phase 3, and shall be completed within \_\_\_\_ days from the completion of Phase 3.
6. Upon completion of the final Phase of Work, Contractor shall coordinate and cooperate with Building and Housing Department of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to conduct all final inspections, as required by the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Electrical, HVAC and Plumbing Systems. Furthermore, Contractor shall obtain a valid occupancy permit for the Property, if so required by the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Occupancy permit shall be obtained within \_\_\_ days of the completion of Phase 4.
7. The Project Completion Date shall be within 21 days after the issuance of the Occupancy Permit, which shall permit sufficient time for Contractor to complete any remaining punch list items remaining to complete the Project.
8. Notwithstanding the above, the Contractor hereby acknowledges, understands and agrees that the Project shall be completed no later than \_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 (“Final Project Completion Date”), and time is of the essence.
9. **Contract Price:**
10. Owner will pay Contractor the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Contract Price”). The Contract price shall include the cost of all materials, labor, permit fees, and other expenditures incurred by Contractor in the completion of the Project.
11. The Contract Price shall be paid by Owner in the following manner:
    * 1. Owner shall pay to Contractor a down payment **$\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Down Payment”) upon execution of this Contract, the receipt of which is hereby acknowledge by Contractor.
      2. Owner shall pay to Contractor the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_** upon Completion of Phase 1.
      3. Owner shall pay to Contractor the amount of **$\_\_\_\_\_\_\_\_\_\_\_** upon Completion of Phase 2.
      4. Owner shall pay to Contractor the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_** upon Completion of Phase 3.
      5. Owner shall pay to Contractor the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_** upon Completion of Phase 4.
      6. Owner shall pay the final payment of **$\_\_\_\_\_\_\_\_** upon approval from the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Building and Housing Department, or other necessary local or municipal agencies, and the issuance of the Occupancy Permit.

Notwithstanding the above, the Parties hereby acknowledge, understand, and agree that Owner shall be under no obligation to pay the Contractor any installment payment, as set forth above, until (1) all items of work related to the current phase of work is completed, and (2) Contractor provides to Owner and executed lien release, including a release and indemnification for any and all sub-contractor’s utilized by Contractor. Notwithstanding the above, the Parties hereby acknowledge that due to circumstances beyond Contractor’s control may result in an event where not all items in a certain Phase of Work are completed. In this instance, the Owner shall be obligated to pay the cost related to the completed items of said Phase, which shall permit the Contractor to move forward with the Renovation Project.

Contractor’s failure or refusal to provide said lien release, as required by this Agreement, shall constitute a material default of this Agreement, whereby Owner shall retain a substitute contractor to complete the Project, whereby Contractor shall be liable to Owner for any and all damages realized or sustained by Owner as a direct or proximate result of Contractor’s default hereof.

1. In the event of any Alterations, as set forth herein, to the Project and included scope of work, the Owner and Contractor shall agree to all said changes prior to the commencement of any work related to said Alteration.
2. Contractor will keep the Owner informed of the details of the materials purchased, **as approved by the Owner**, and labor utilized on the Project. Contractor shall work with Owner, and shall agree upon the quality and finish of all materials related to the Project.
3. Furthermore, Contractor shall provide a list of all sub-contractors utilized on the Project, and provide proof of payment of all sub-contractors to Owner upon written request thereof.
4. **Cancellation**
5. This Agreement may be cancelled by Owner with 3 business days following the date of execution of this Agreement by giving written notice of rescission to Contractor at the address provided in this Agreement, in which event the Owner shall be entitled to a complete refund of the Down Payment given to Contractor at the time of execution of this Agreement.
6. After the period set forth in Paragraph A above, but before Commencement Date of work by Contractor, Owner may cancel this Agreement, in which event the Owner agrees to pay Contractor for all work, labor and services accrued by Contractor in accordance with the terms and conditions of this Agreement, provided that Contractor provides an itemization of said work, labor and services, and copies of all invoices for materials purchased in accordance with the terms and conditions of this Contract. Such payment is to be made within 14 days after the date of such cancellation, or shall be credited from the Down Payment, and any remaining balance of the Down Payment shall be returned to Owner.
7. If Owner cancels this Agreement after the Contractor has commenced the Project, then Owner shall forfeit the amount of the Down Payment given the Contractor at the time of execution of this Agreement, and, in addition, Owner shall pay to the Contractor such proportion of the Contract Price as the amount of labor and materials furnished bears to the total amount of labor and/or materials agreed upon to be furnished under this Agreement, which amount is to be paid within 7 days from the date of such cancellation.
8. If Contractor is unable to complete the performance of its obligations under this Agreement due to acts of God, strikers, unavailability of supplies or material, or any other contingency or circumstance beyond the control of Contractor, then Owner may at his/her option cancel this Agreement, whereby Owner shall only be liable to pay Contractor the actual amount of labor or material actually furnished on the Project. Such payment is to be made within 7 days after the date of such cancellation. Contractor shall refund to Owner any amounts paid in excess of the actual amount of labor or material actually furnished by Contractor on the Project.
9. If Owner’s Property is destroyed by fire, earthquake, or any other cause not attributable to the Owner (“Cancellation Event”), then this Agreement shall be cancelled by either party. In such event, Contractor shall be entitled to the actual amount of labor or material actually furnished on the Project. Such payment is to be made within 7 days after the date of such cancellation. In the event that Contractor’s actual amount of labor or materials actually furnished on the Project does not meet the amount paid through the date of such Cancellation Event, then Contractor shall refund to Owner the unused portion thereof within 7 days of the Cancellation Event.
10. **Alterations:**
11. Any alterations, modification, or change order (“Alterations”) to the Project initiated by either Owner or Contractor must be agreed upon between the Parties in writing. If such alteration, modification, or change order caused an increase or decrease to the Contract Price, then this shall also be agreed upon by the Parties in writing prior to the commencement of any additional work on the Project.
12. **Taxes, Permits and Licenses:**
13. The Contractor understands and agrees that it shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required under this Agreement. The Contractor is responsible to procure and pay for all permits and licenses required by any state, municipal or local law, ordinance and regulation within the jurisdiction of the Project Premises. Contractor shall procure all necessary permits and licenses for the Property at Contractor’s expense, as these fees are included in the Contract Price.
14. **Bonds:** Contractor shall provide a performance bond and/or material and labor bond in a form satisfactory to Owner in an amount equal to Contractor’s Works under this Agreement, if so required and requested by the Owner or the municipal authority in which the Project Premises is located.
15. **Inspections:** The Contractor shall order, schedule and pay for all building inspections, as required by any state, local or municipal authority. The Contractor shall personally meet with any inspectors, and ensure that all work contemplated herein with all state, municipal or local building codes, laws or ordinances. The Contractor shall pay for the entire cost of any re-work resulting from a failed inspection. If the Contractor fails to pay for any re-work inspection costs, the Owner may deduct the reasonable costs against any sums due to the Contractor.
16. **Clean-up:** Contractor shall keep the Project Premises reasonably clean of debris resulting from the performance of Contractor’s Work, and Contractor shall be responsible for cleaning up the Project Premises on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If the Contractor fails to comply with this paragraph, then Client may perform such necessary cleanup and deduct the cost thereof from any amounts due under this Agreement to Contractor.
17. **Warranty:**
18. Contractor hereby warrants that all work on the Project shall be completed in a safe and workmanlike manner and in accordance with accepted home improvement practices, and it will warrant against defects in the quality of work and materials provided for 1 year from the date of Project completion.
19. This warranty does not cover damage or defects that are the result of characteristics common to the materials used or damage or defect resulting from condensation, settling, expansion, or contraction of such materials.
20. Warranty work must be completed by Contractor within 14 days from the date of receipt of written notice from Owner.
21. **Owner Approval:** Owner will approve Contractor services on the following basis:
    1. The services meet all building codes so rendered by any state, municipal or local government authority.
    2. All required building permit inspections have been completed and passed.
    3. The Final fixtures and finishes are of the same kind and quality previously approved by Owner.
    4. The services have been completed, including all punch–list items for additional work, as agreed.
22. **Address:** The Contractor herewith provides to Owner the true and correct residence address, home phone number, and Federal Employer Identification Number or Social Security Number (Contractor shall provide Owner with IRS Form W9).
    1. **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    2. **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    3. **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    4. **Tax ID:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
23. **Independent Contractor and Insurance:** Contractor and Owner intend this Agreement to be one of an independent contractor relationship, and shall not be construed as a partnership, joint venture, or that of Employer/Employee. Accordingly, Contractor retains the sole right to control or direct the manner in which the services prescribed herein are to be performed. Subject to the foregoing, Owner retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its quality and conformity with that specified in this Agreement. Furthermore, *Owner shall have the final decision on the like, kind, quality and finish of all materials related to the Project.* Contractor and Owner understand that it is the Contractor's sole and complete responsibility to withhold and/or pay FICA taxes or Federal, State or local income or other taxes employment taxes, including Federal and State withholding taxes and Social Security, and to obtain insurance, comply with or contribute to the State of Ohio Worker's Compensation and/or State of Ohio or Federal Unemployment Compensation funds, or any other laws relating to employees including worker's compensation coverage and public liability insurance and property damage insurance arising out of or relating to this Agreement, and provide any fringe benefits to Contractor’s employees and/or agents. All said insurance policies shall have minimum coverage of $1,000,000.00 per occurrence or $2,000,000.00 aggregate. Contractor warrants that upon signing of this Agreement that Contractor has obtained all stated and necessary insurance and that it shall be kept in full force and effect until the completion of the work contracted for herein, and that the Owner shall be named as an additional insured/loss payee on all of the Contractor’s insurance policies. Prior to the commencement of Contractor’s Work, Contractor shall provide Owner with a certificate of insurance demonstrating all required coverages have been purchased. The terms of this Agreement shall apply to and encompass all services rendered by any/all sub-contractors performing services on behalf of the Contractor. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner’s representatives, agents and employees from all claims, losses, damages and expenses arising out of or resulting from the performance of the work, including but not limited to any such claim, loss, damage or expense caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for.
24. **No Waiver:**
25. The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance of waiver had occurred.
26. **Governing Law:**
27. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.
28. **Mandatory Arbitration:**
29. Notwithstanding the foregoing, and anything to the contrary, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on the arbitrator, each party shall select one arbitrator and both arbitrators so selected shall then select a third. The third arbitrator shall arbitrate said dispute.
30. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
31. **Entire Agreement:**
32. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
33. **Modification of Agreement:**
34. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
35. **Assignment of Rights:**
36. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, written and express consent of the other party.
37. **Counterparts:**
38. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.
39. **Headings:**
40. The section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
41. **Incorporation of Exhibits:**
42. All Exhibits attached hereto, including any information contained therein, as revised from time to time, are incorporated into this Agreement by this reference.
43. **Severability:**
44. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.
45. **Time is of the Essence.**

The Parties agree that Time is of the Essence for this Agreement.

1. **Further Acts:**
2. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent of this Agreement.

IN WITNESS WHEREOF, the parties have fully executed this Agreement as provided below.

Contractor: Owner:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Date By: Date

Its: Its: