



Estimate For Home Improvement Contract

No.	Item	Description	Price
<input type="checkbox"/>	Flooring		
<input type="checkbox"/>	Base Boards		
<input type="checkbox"/>	Drywall		
<input type="checkbox"/>	Cabinet Installation		
<input type="checkbox"/>	Bathroom		
<input type="checkbox"/>	Remodel		
<input type="checkbox"/>	Kitchen Remodel		
<input type="checkbox"/>	Interior Paint		
<input type="checkbox"/>	Exterior Paint		
<input type="checkbox"/>			
<input type="checkbox"/>			



No.	Item	Description	Price
	Property Clean Up		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Thank you for your business.

Down payment 30% _____

Middle payment 45% _____

Final payment 25% _____

Sub Total _____

Tax _____

Total after Tax _____

Signature _____

Client name _____

TERMS AND CONDITIONS

EXCLUSIONS:

Fully disclaims responsibility for:

- 1) Consequential damages;
- (2) manufactured products (which have their warranties);
- (3) work outside its scope;
- (4) construction, design, the workmanship of existing items, structures, etc.;
- (5) obtaining permits unless otherwise specified;
- (6) When wood is replaced, Contractor is not responsible for any painting or priming, unless specified.
- (7) Ventilation is installed per code to the extent possible; not all homes have a complete ventilation system though; the Contractor is not responsible for resulting ventilation issues as a result.

Note: work will not start if a permit is required, regardless of who is responsible for obtaining it.

PAYMENT: Invoices due net 30 from the invoice date. 1% interest/mo. accrues on all unpaid balances.

Down payments, if required, are credited to the final invoice. A 15% Down payment is required to schedule work and order materials. 30% will be collected by the first day.

ALLOWANCES: When the cost of a specific item is not known, the Contractor may insert an allowance. An allowance is not an estimate. It is a temporary placeholder; for the actual cost. Once the actual cost is known, the Customer is billed, together with markup and tax. It may be higher or lower than the allowance.

CHANGES: Customer may request changes. If a change is not priced in writing, it shall be paid at T&M rates stated above, including prep time. If Customer accelerates schedule, Customer must pay overtime labor. The contractor has made a visual inspection only. The contractor is not responsible for unknown or unobserved conditions for changes or any work under this agreement. If additional work is required, the Customer is responsible for paying all additional costs.

CANCELLATION: You have the right to cancel this agreement within 3 business days of the date of the Contract or before the starting / supplying materials for project. After this period, your down payment is non-refundable. As to special orders and/or the contract itself (for convenience), if canceled, the Customer shall pay an additional 25% fee plus any accrued balance, as liquidated damage. The customer recognizes and agrees this is not a penalty. This represents a reasonable estimate of loss, which would otherwise be difficult to calculate.

CORRECTIONS: All work is accepted and any further claims against the Contractor are waived and barred if the Customer/ tenant:

- (i) fails to produce a single punch list at the conclusion of the project or termination, whichever occurs earlier;
- (ii) contracts with a third party or self-performs any work in Contractor scope including punch list items;
- (iii) completes the work without first providing an opportunity to Contractor to complete or repair;
- (iv) occupies the space where the Contractor performed work prior to completion;
- (v) uses the Contractor work in any way;
- (vi) fails to allow the opportunity for documentation of the Contractor as-built work prior to altering Contractor work; or
- (vii) fails to provide notice as required herein. The finder of fact shall strictly all other notice requirements.

DISPUTES / LIMITATIONS: If a lawsuit is filed arising out of this contract, the prevailing party shall be awarded its attorney fees and costs plus expert(s) fees, including appeals if any. All claims and causes of action against the contractor, in any way arising out of the Contractor performance under this contract, are waived and forever barred unless filled in a competent court within the earlier of one (1) year from the invoice date for final payment or termination. Warranty claims/punch, etc. if any, shall not extend this period.



NOTES: (1) The parties had equal opportunity to draft, edit and amend this contract. Its terms shall not be construed against either party as a result. Neither shall rely on representations, oral or written, made prior to executing this Contract, which is fully integrated. (2) Customer is contracting with a legal entity, not an individual.

ADDITIONAL:

- (1) Customer shall be obligated to pay a \$50 per day storage fee for up to 30 for storing materials. After the expiration of 30 days, the Customer surrenders all rights to the materials, which shall become the property of the Contractor.
- (2) 3.99% fee applies to all credit card sales. As an incentive, Contractor offers an immediate discount of 3.99% for payments made by cash or check.
- (3) Additional work orders and change orders will not hold up the final payment of the original scope of work. When the original scope of work is complete, the Customer will pay the final payment.
- (4) Your driveway/other access points must be cleared for the dumpster/dump truck during the course of the project.
- (5) Outlet access is required for exterior projects.
- (6) Exterior work will not be performed during extreme/adverse weather conditions.
- (7) I understand that M&H Services LLC may be moved to prioritize other work ahead of my project, even after the work has begun, to prevent weather-related damage to and ensure the protection of another customer property. I understand also, that a new contract with M&H Services LLC may obligate us to a project deadline that may cause a delay to my project. I understand that M&H Services LLC may temporarily leave my project to tend to emergency work for another customer to ensure the protection of their property.

NOTE: Owner(s) or agent for Owner must sign below; Owners must also sign + date the attached NOTICE

TO CUSTOMER immediately below. A signature from Contractor is not required on either.

BY SIGNING BELOW, THE CUSTOMER AGREES WITHOUT RESERVATION TO ALL TERMS AND CONDITIONS ABOVE.