

Standard Terms & Agreements

When you sign our single page agreement your signing that you agree with all the standard terms and agreements, these are as follows:

In consideration for the mutual promises set forth below, the parties agree as follows:

1) Scope of Work

Southern Pines Remodeling will provide all materials, services, and labor for the construction of home owners house located at: can be found on single sheet agreement

herein referred to as "Worksite."

This includes necessary labor and site security, building and construction materials, and all required tools and machinery needed for completion of construction.

Break down of materials and labor can be found on single sheet agreement

2) Terms of Payment

A,B,C determined by the total cost of contract.

A. Upon completing Contractor's services under this Agreement, Contractor shall submit an invoice. Owner shall pay Contractor within 7 days from the date of Contractor's invoice. (contract under \$400)

B. Contractor shall be paid 50% upon signing the Agreement and the remaining amount due when Contractor completes the services and submits an invoice. Owner shall pay contractor within 7 days from the date of Contractor's invoice. (contract \$400 - \$8,000)

C. Contractor will be paid 50% upon signing the Agreement and remaining amount due in sections. As each Line-item on the Agreement is completed Contractor will submit an Invoice and Owner shall pay the remaining 50% of that Line-item with-in 3 days from the date of the Contractor's invoice. (contract over \$8,000 and more than 3 three Line-items)

3) Payments

Payments of the Contract price shall be paid in the following manner:

All payments made in full on completion of full work specified in this contract, all payments to be made in cash, credit card (all credit or debit card transaction result in a 3% service charge of entire charged amount), personal or cashiers check made out to "Southern Pines Remodeling"

If Client fails to pay for the services when due, Southern Pines Remodeling has the option to treat such failure to pay as a material breach of this Contract, and may seek legal remedies and/or cancel this Contract.

4) Completion Time

The parties agree that time is of the essence, and therefore the work to be performed under this Contract and shall be commenced on a scheduled day to be determined after the materials arrive at supplier, date will be agreed upon by both parties.

5) Permits and Approvals

A. Owner shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining and paying for the permits.

B. Contractor shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining and paying for the permits.

6) Warranty

Contractor warrants that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws. All work carries a 2 year warranty on all materials to be free from default, bad workmanship, or error. All exterior and interior paints will hold a 4 year labor and material warranty. warranty void If tampered with by anyone unaffiliated with Southern Pines Remodeling. void If house changes hands or work Is sold to third party separate of house.

7) Site Maintenance

Contractor agrees to be bound by the following conditions when performing the specified work:

- Contractor shall remove all debris and leave the premises in broom-clean condition.
- Contractor shall perform the specified work during the following hours: 7 am – 5 pm.
- Contractor agrees that disruptively loud activities shall be performed only at the following times: 7 am – 5 pm.
- At the end of each day's work, Contractor's equipment shall be stored in the following location: mutually agreed upon location.

8) Subcontractors

Contractor may at its discretion engage subcontractors to perform services under this Agreement, but Contractor shall remain responsible for proper completion of this Agreement.

Independent Contractor Status

Contractor is an independent contractor, not Owner's employee. Contractor's employees or subcontractors are not Owner's employees. Contractor and Owner agree to the following rights consistent with an independent contractor relationship:

- Contractor has the right to perform services for others during the term of the Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by the Agreement will be performed.
- Contractor or Contractor's employees or subcontractors shall perform the services required by the Agreement;
- Owner shall not hire, supervise, or pay any assistants to help Contractor.
- Owner shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by the Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Owner.

9) Insurance

Contractor agrees to obtain adequate business liability insurance for injuries to its employees and to cover any Incident incurring loss or damage to property because of the acts of Contractor or its employees or subcontractors.

For insurance proof or to file a claim please contact Spencer Strauss 512-586-4212

10) Modifications

All changes to Services shall be in writing and marked as amendment to contract showing the contract number and signed by both Owner and Southern Pines Remodeling.

11) Terminating the Agreement

This Agreement may be terminated:

- without cause by 2 days' prior written notice by either party, or
- with cause, immediately upon material breach of any term of this Agreement by either party.

Client shall promptly pay Contractor the sum of any materials purchased, as well as a termination fee of \$150 for services performed before the effective date of termination.

12) Arbitration

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator within 30 days. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in 30 days. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

13) Applicable Law and Jurisdiction

This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Texas.

14) Integration

This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.