

## TERMS AND CONDITIONS

**THESE TERMS AND CONDITIONS, TOGETHER WITH CONTRACTOR'S ESTIMATE, SHALL BECOME A CONTRACT UPON THE CUSTOMER'S WRITTEN ACCEPTANCE OF CONTRACTOR'S ESTIMATE.**

### **1. Scope of Contractor's Work; Changes.**

**A.** Contractor shall, in a good and workmanlike manner, do and perform all of the work and furnish and supply all the labor and materials necessary for the proper performance of that work described in the Contractor's Estimate ("Contract Work").

**B.** No work which is not set-forth in Contractor's Estimate shall be implied, inferred, or otherwise construed to be the Contractor's responsibility.

**C.** Contractor shall apply for and obtain any permits and inspections necessary for the performance of the Contract Work, the costs of which are part of the Price set-forth in Contractor's Estimate.

**D.** Contractor shall not supervise nor shall Contractor be responsible for the performance (or non-performance or improper performance) by any other contractor or subcontractor engaged by Customer to work on the Project Site.

**E. Change Order:** During the course of the project, the owner shall have the right to request changes in the improvements. Any requests for extra work or changes in the improvements shall be effective only if contained in a written order, hereinafter referred to as a "Change Order", agreed to and signed by both parties, which provides for 1) the adjustment, if any, in the purchase price, 2) method of payment, and 3) extension of time for completion of the project. At all times, before a change order has been signed, BJK Masonry & Restoration shall have the right to refuse changes requested by the owner. BJK Masonry & Restoration shall also have the right to request that changes resulting in additional costs be paid at the time of the change order. Change orders shall be subject to a fee of an additional 3% the modified estimate, in addition to the cost of labor and materials.

**2. Price:** The Price of the Contract Work shall be that shown on Contractor's Estimate and payment shall be made by Customer in the following amounts and at the following times:

30% upon the signing of the Estimate, and 25% of the deposit is Nonrefundable

40% on the commencement of the Contract Work

30% upon completion of the Contract Work

Customer shall pay the Contractor the full amount of any increase in the Contract Price due to a Change Order at the time the Change Order is agreed to by the parties. Any decrease in Contract Price due to a Change Order shall be made by reducing the Customer's final payment to Contractor in like amount.

### **3. Insurance; Liability Waiver:**

A. Contractor shall at all times maintain the following insurance coverage:

(i) Comprehensive general liability insurance in an amount not less than \$500,000.00 per occurrence insuring against bodily injury, property damage, contractual liability, and automobile/vehicle liability.

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(ii) Workers Compensation insurance in the minimum amount required by the Commonwealth of Pennsylvania.

B. Contractor is an independent contractor and if Contractor (or an employee of Contractor) is injured while performing the Contract Work, Customer shall be exempt from liability for those injuries to the fullest extent of the law.

**4. Time of Performance:** Work will be scheduled to start within 4 weeks of Contractor's receipt of Customer's written acceptance of this Contract. Customer acknowledges that the foregoing is an estimate only, subject to forces beyond Contractor's control including, without limitation, weather, acts of God, delays or issues with Contractor's other projects, the availability of materials, governmental orders, and health emergencies such as epidemics and pandemics. Contractor agrees that once it commences the Contract Work it will continue that Contract Work to completion absent the intervention of forces beyond Contractor's control.

**5. Limited Warranty:** Contractor will complete the Contract Work in a good and workmanlike manner according to the standard practices of the masonry trade in the southeastern Pennsylvania area and in compliance with applicable building codes and regulations. Subject to the limitations set-forth in paragraph 6, all labor and materials provided as part of the Contract Work will be free from defects for a period of one (1) year from the date of completion of the Contract Work.

**6. Limitations and Exceptions:** Contractor's performance of the Contract Work is subject to the following limitations and exceptions:

(a) Conditions over which Contractor has no control including, without limitation, those set-forth in paragraph 4.

(b) Unforeseen site and building conditions which could not be reasonably discovered by or known to Contractor prior to the commencement of the Contract Work.

(c) Materials used in the performance of the Contract Work may be subject to natural forces such as the weather which may change their appearance. While Contractor will take reasonable steps to match existing stone or brick, Contractor makes no warranty or representation that stone, brick or other materials used in the Contract Work will be of a specific color or texture, will match existing stone or brick or, if closely matched when installed, that such materials will remain so for any period of time. In addition, Contractor shall not be responsible should efflorescence occur and should efflorescence occur (i) there will be a cleaning fee and (ii) there is no guarantee efflorescence will not reoccur.

(d) Contractor shall not be responsible for any cracks or spalls in properly poured concrete.

(e) Contractor shall have no liability or responsibility for mistakes, errors or omissions caused by Contractor's reliance upon directions, descriptions, tests, drawings, details, samples, the prior work of others etc., including such pertaining to surface and subsurface conditions, ordered, prepared, constructed, designed, calculated or tested by other parties including, without limitation, the Customer and design professionals, engineers and other contractors engaged by the Customer.

**7. Miscellaneous:**

(a) This Contract (i) has been entered into and governed by the laws of the Commonwealth of Pennsylvania; (ii) is binding on the parties and their respective heirs, executors, administrators, successors and assigns; and, (iii) may not be modified except by a Change Order signed by both parties.

(b) Contractor and Customer agree to take reasonable measures to resolve any conflicts or issues which arise during or after completion of the Contract Work. In the event the parties cannot reach a satisfactory resolution to any conflict, Contractor and Customer agree to submit the matter to binding arbitration under the rules of the American Arbitration Association and the decision of the arbitrator shall be final.

Contractor and Customer have entered into this Contract on the date of Customer's written acceptance of the Contractor's Estimate.