# TIME AND MATERIAL AGREEMENT 

This Time and Material Agreement is executed by and between:

| Prosser Maintenance | And | First \& Last Name: |
| :--- | :--- | :--- |
| 11104 Gravelly Lake Dr SW |  | Street Address: |
| Lakewood, WA 98499 | City, State, \& Zip: |  |

TERMS AND CONDITIONS:

This agreement shall be in full effect on: Todays Date:
The project shall commence on:
Project's estimated completion date:

The Time and Material project described within this agreement is provided by the homeowner. The homeowner acknowledges that if additional items are to be added to the current job outlined in this agreement, they must contact the office for an addendum to this agreement and/or to schedule additional items or services. Prosser Maintenance will provide all furnishings for labor, materials, supplies, use of tools, and the rest of services for this project unless homeowner has acknowledged in this agreement that Materials will be provided on site.

This agreement has been established by the aforementioned parties acknowledging that all Time and Material projects have a 5 - hour minimum at the rate of $\$ 85.00$ per hour, with a $\$ 125$ trip charge to cover the cost of travel time to and from. Additionally, the cost of materials need for the job are the sole responsibility of the homeowner and will be billed by Prosser Maintenance accordingly.

Prosser Maintenance has a company policy to cap Time and Material projects at $\$ 2,500.00$. If during the project something were to arise and the project looks to be more than $\$ 2,500.00$, then Prosser Maintenance will halt production. At this time either permission to continue will be granted or an estimate will be put into place and a new agreement will be drawn up. Time and Materials means the homeowner will only be charged for the time involved in the project (to include actual project work and travel to and from jobsite) and the materials used for the project. If something goes without completion, the homeowner is not charged for this. If there is a concern regarding the time to complete a project, please advise the office of budget prior to the start of your project.

All payments are due no later than 10 days after completion of work. If payment has not been received in our office by close of business on day 10 , interest will begin to accrue at the rate of $10 \%$ of the entire bill each month.

Please review our disclosure statement prior to signing the agreement. By signing this agreement, you acknowledge and accept the Disclosure Statement, rate, detail and terms of this Time and Material project set forth by Prosser Maintenance.

11104 Gravelly Lake Dr SW
Lakewood, WA 98499
253-212-1314
www.prosserconstruction.com

## SCOPE OF WORK

Below, write out the scope of work you would like Prosser Maintenance \& Handyman Services to complete for you. Please use as much detail about your project as possible:

## DISCLOSURE STATEMENT

Notices to Customer: This contractor is registered with the state of Washington, registration PROSSMS771LB. This contractor has posted with the state a bond or deposit of $\$ 12,000.00$ for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 03 May 2025.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT: This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to $\$ 12,000.00$ that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT: You may withhold a contractually defined percentage of your construction contract as retainage for a stated period to provide protection to you and help ensure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED: If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may have a lien placed on it for payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTORPROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT: The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

BY SIGNING THE TIME AND MATERIAL AGREEMENT, YOU ARE ALSO AGREEING TO THE
DISCLOSURE STATEMENT \& PHOTO RELEASE. By signing the agreement, you are also acknowledging that the attached prices, specifications, and conditions are satisfactory and hereby accepted. Your signature authorizes Prosser Maintenance to do the work as specified. Payment must be made as outlined in the above Time and Material Agreement. Failure to do so will result in a $10 \%$ interest charged to the entirety of the bill monthly until the bill is satisfied. Your signature also allows Prosser Maintenance to take photos and/or videos of your project for marketing purposes.

PET POLICY: Please secure all pets while our team is on your property. Any injuries to our team members that are a result of an unsecured pet will be the sole responsibility of the homeowner/tenant.

TAX INCREASES: If the Department of Revenue implements a tax increase after your approved bid, said increase will be implemented and reflected in your final invoice.

