



**ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into the main contract:**

**1. Contract, Plans, Specifications, Permits and Fees.** The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict within the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Owner.

**2. Property Lines.** Owner is responsible to locate and inform Contractor of the location of all property lines. At the discretion and direction of Contractor, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing the property lines.

**3. Subcontracting.** Contractor has the right to subcontract any part of, or all of, the work herein.

**4. Change Orders.** Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

**5. Owner's Responsibility:** Insurance etc. Owner is responsible for the following: (1) to see all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment & materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools, clothing, furniture, draperies, or garden equipment. If Owner fails to relocate such items, Contractor may relocate these items as needed but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting existing defects such as, but not limited to, dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by accident, disaster, calamity, theft or vandalism, work or materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Owner as extra work.

**6. Delay.** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

**7. Surplus Materials and Salvage.** Any surplus materials left over after this contract has been completed are the property of Contractor. No credit is due Owner on returns for any surplus materials and all salvage resulting from work under this contract is the property of Contractor.

**8. Cleanup & Advertising.** Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date job is completed and payment in full is made. Owner grants Contractor the right to publish the project street address on a "references" list and to take and use "before", "during", and "after" photos & videos which may be given to prospective customers.

**9. Unanticipated Conditions & Concealed Damage.** Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil, or the presence of ground water). Contractor will inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered. Contractor is not responsible to repair any such discovered deterioration or condition and work done by Contractor to remedy such will only be done as extra work in a written change order.

**10. Hazardous Substances.** Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the Owners' responsibility to arrange and pay for abatement of these substances.

**11. Right to Stop Work and to Withhold Payment on Labor and Materials.** If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments.

**12. Collection & Legal Fees.** Owner agrees to pay all collection fees and charges that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at 18% per annum or at the highest rate allowed by law. If litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, & attorney fees.

**NOTICE:** By approving the agreement you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.

**13 Arbitration of Disputes.** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorney's fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights. Venue for arbitration hearings shall be the project county unless otherwise agreed to by the parties. I Agree to Arbitration.

**14. Mutual Non-Disparagement.** Contractor and Owner agree that they will not publicly or privately disparage each other, their agents or representatives, in any way, verbally, in writing or otherwise, or publish disparagements with any Internet or like content provider related to this project or to any party. *Disparage is defined as "a false and injurious statement that discredits or detracts from the reputation of another's property, product, or business."*

**15. MATERIAL COST ESCALATION:** If, during the performance of this contract, the cost of materials signifies no fault of the Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding   3  % experienced by the Contractor from 30 days following the date of the contract signing until the date of purchase. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the Contractor, as a result of the shortage or unavailability of the materials, Contractor shall not be liable for any additional costs or damages associated with such delay(s).

**16. DISCLAIMER AND HOLD HARMLESS AGREEMENT FOR CONTRACTOR RECOMMENDATIONS REFUSED BY CUSTOMER:** ReviveMax, LLC, hereinafter referred to as "Contractor", if the Contractor makes a recommendation on the job being done for the Owner, based upon our knowledge, experience and belief. If the Owner refuses these recommendations. Contractor may proceed with the work but Owner understands that by following these recommendations the Contractor will not be held responsible. To the fullest extent permitted by law, the Owners shall indemnify and hold Contractor harmless from any and all claims, costs, losses, damages and expenses, including attorney's fees, arising from or involving any condition, situation, or result that occurs because the above recommendations are not being followed. Should the Owners decide not to proceed with the project because of the above recommendations, Contractor shall be entitled to terminate this contract and shall be entitled to receive money for all unpaid costs, fees and expenses, including overhead and expenses, earned to the time of termination, as well as lost profits. Contractor disclaims and Owners waive all warranties that could in any way be construed to cover the work being done since Owner does refuse Contractors recommendations.



**ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:**

**17. DISCLAIMER AND HOLD HARMLESS AGREEMENT REGARDING ENVIRONMENTAL**

**HAZARDS SUCH AS MOLD, RADON, LEAD & ASBESTOS:** ReviveMax, LLC is not qualified as a hazardous material inspector or abatement contractor. Contractor has made no analysis or verification of the extent of the environmental or health hazards, if any, that might affect the Owners or the premises. Contractor shall not be responsible for the detection, treatment, encapsulation, enclosure, or removal of any lead based paint, asbestos, radon, mold or other hazardous materials as defined by the government that are determined to be present at the site. The Owners shall be responsible for such detection, treatment, encapsulation, enclosure, or removal of any lead based paint, asbestos, radon, mold or other hazardous materials as defined by the government that are determined to be present at the site, including all related expenses. If Contractor encounters and recognizes a hazard such as mold, lead paint, radon or asbestos, Contractor will stop work and remove the workmen from the jobsite until all such environmental hazards have been properly removed or rendered harmless by others qualified to do so at Owners direction. In the event work is suspended while a hazard is removed, Contractor shall be reimbursed for any additional costs resulting from the discovery of the hazards or delays due to abatement procedures. Reimbursable costs include but are not limited to increased labor or material, increased finance costs, additional overhead, demobilization and remobilization, and damages due to delay of the progress of the work.

**To the fullest extent permitted by law, the Owners shall indemnify and hold Contractor harmless from any and all claims, costs, losses, damages and expenses, including attorney's fees, arising from or involving such hazardous materials. Should the Owners decide not to proceed with the project because of any environmental health hazard, Contractor shall be entitled to terminate this contract and shall be entitled to receive money for all unpaid costs, fees and expenses, including overhead and expenses, earned to the time of termination, as well as lost profits.**

Contractor disclaims and Owners waive all warranties that could in any way be construed to cover the presence of asbestos, radon, lead, mold or any other environmental pollutants or hazards.

**18. MATCHING EXISTING FINISHES, MATERIALS, AND CONDITIONS:** Whenever Contractor's work involves matching any existing finishes, materials, and conditions, Contractor will use it's best efforts to do so. However, an exact match is not guaranteed by Contractor. There are many factors that will effect the results of Contractor's work towards matching an existing finish, material, and condition. Factors such as: 1) the lack of availability of a particular item due to the discontinuation of a product line; 2) changes in colors and in the appearance of an item or surface that occur in the normal course of aging; 3) differences in one dye lot from another; 4) out of plumb and out of square existing conditions; and 5) the simple fact that some finishes, colors, textures and other characteristics of an item or surface are, by nature, unable to be matched perfectly; make it impossible for Contractor to guarantee a perfect match on any existing finish, material, and condition. If Owner specifies an exact match in a particular area, when possible, Contractor will provide a material sample or test patch prior to performing the actual work that would involve matching of existing finishes in that area. Owner must inform Contractor of their requirement for an exact match within five (5) days of signing the agreement. Owner must inspect the sample or test patch and give Contractor their approval or disapproval within one (1) day after the sample or test patch is provided. Contractor will provide the first two test patches free of any labor charge to Owner but Owner agrees to pay for any material costs. If Owner rejects the first two samples or test patches, Contractor will submit all further test patches, materials, or any removal and replacement of materials already installed as a test patch or material sample, strictly as Extra Work on a time and materials basis only. Owner understands that custom milling of materials has not been included in this contract unless it is specifically stated in the contract scope of work and specifications. Unless custom milling of materials is specified in the plans, specifications or Scope of Work or any other contract documents, any materials not commonly available at local lumberyards or building material suppliers is not included in this contract. Owner understands that an out of square and/or an out of plumb condition in the existing structure may require some of the same in the new construction to properly mask the existing out of square and/or out of plumb condition. Owner will not hold Contractor liable for any out of square and/or out of plumb construction that Contractor must build so as not to cause undue attention to the out of square and/or out of plumb of the existing structure.

**19a. TIME & MATERIAL/COST OF WORK - CONTRACTS/CHANGE ORDERS/MITIGATION**

a. I/WE, the Owner(s) of the premises described above authorize ReviveMax LLC, to furnish all materials and labor necessary to improve the premises according to the following terms, specifications, and provisions in corresponding change order or contract. If a Time & Material Contract or Change order Agreement is set forth.

**b. Payment:** Contractor proposes to perform the above work subject to any additions and/or deductions pursuant to authorized change orders. Owner will pay Contractor the "Cost

of The Work", as defined in the attached addendum to this contract, plus a fixed percentage fee of 21% of the cost of all work as compensation for Contractor's profit and overhead. The term "Cost of The Work" is defined as all costs incurred by Contractor in the proper performance of the work as described above in section "a" and will include all items listed in the "Cost of The Work" addendum to this contract. Contractor will submit all supporting documentation to Owner and invoice owner for progress payments. Any variances to the estimated budgets, costs, or schedule the Contractor must submit supporting documentation to the Owner for Owner review immediately.

c. **Commencement and Completion of Work:** Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays as per provision

d. **Acceptance:** This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

**19b.. COST OF WORK ADDENDUM: 1. ACTUAL COST OF CONSTRUCTION:** All items of cost and expense incurred by Contractor in the performance of this contract, including (but is not limited to) costs and expenses of labor, supervision, accounting, materials, equipment and fixtures, consumables, field engineering, sales taxes, equipment rental, and subcontractor costs, is a part of the Cost of The Work.

**2. ALL SUBCONTRACTS:** All payments made by Contractor to the subcontractors necessary for the completion of this contract, in accordance with the requirements of the subcontractors, is a part of the Cost of The Work.

**3. COST OF INSURANCE:** All insurance premiums and the amount of applicable bonds, is a part of the Cost of The Work. Wage based liability and workers compensation insurance will be included in the hourly rate charged for all personnel.

**4. LABOR COSTS:** All wages of construction workers directly employed by Contractor to perform the work described in the contract whether such work is performed at shops or on the job site, will be paid by the Rate Schedule below. This rate schedule is the actual amount of contractor's expense for each employee after factoring in wages, state, local, and federal taxes, medical, dental and retirement benefits, bonuses, disability and workers compensation insurance, wage based liability insurance, etc.

**19c. RATE SCHEDULE FOR PERSONNEL: 5. SUPERVISORY AND OTHER LABOR COSTS: 5.** Supervisory labor costs incurred by Contractor for any on-site or off-site labor involved in the coordination of the work or for any on-site or off-site job-related meetings relating to the performance of the work is a part of the Cost of The Work. This time will be billed to Owner and shall not exceed 5 hours per week at the rate of \$72.50 per hour unless the meeting or coordination is requested by Owner or is otherwise agreed to in writing. All bookkeeping work involved in the calculation and preparation of documents and invoices for payment from Owner is a part of the Cost of The Job which will be billed to Owner at the rate of \$58.70 per hour and shall not exceed 8 hours per payment period. Contractor loses the right to bill for Supervisory or Administration costs for any time passed the agreed upon completion date without supplying documentation that it could not have been prevented and was out of the control of the Contractor. (See Provision #6)

**6. COST FOR THE TIME SPENT PICKING UP MATERIALS AND PREPARING FOR WORK:** All time spent by Contractor and his employees at building material stores, rental yards, and lumber yards, including travel time in both directions, to pick up materials and equipment is a part of the Cost of The Work. All time spent by Contractor and his employees in preparing for work by moving tools and equipment onto the job site and away from the job site is a part of the Cost of The Work.

**COST OF MATERIALS USED IN THE PERFORMANCE OF THE WORK:** Any materials, (including but not limited to building materials, appliances, fixtures, HVAC and plumbing equipment installed), purchased by Contractor for the project is a part of the Cost of The Work and materials purchased during a payment period will be included in the amount of the invoice given to Owner by Contractor for that progress payment. The amount of the invoice given to Owner by Contractor for materials purchased shall be calculated by adding the actual cost of the materials as shown on the materials supplier bill plus any accrued interest charges made by material supplier to Contractor.

**7. COSTS INCURRED FROM GOVERNMENTAL ENTITIES, UTILITIES, etc.:** Permit fees, costs incurred for building code and regulatory compliance, impact fees, inspection costs, hook-up fees, sewer fees, water meter fees, or any other fees relating to this contract imposed by governmental entities or by utility companies or independent providers is a part of the Cost of The Work including costs for temporary power, water, and toilets.

\*Daily Project Log or timecard will be provided on the customer portal or can be attached to invoice upon request.



**ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:**

**Schedule - Market Conditions will be adjusted on invoice**

- Administration/Bookkeeping \$58.70
- Supervision/Project Manager \$68.10
- Drafting and Estimating \$72.50
- General Laborer \$39.10
- Demolition Laborer \$51.85
- Finish Carpenter \$80.50
- Carpenter \$73.90
- Painter \$60.10
- Drywall/Finisher \$114.00
- Flooring & Tile Installer \$76.01

**20. TX DISCLOSURE STATEMENT PER TX PROPERTY CODE § 53.255, § 27.004 & § 41.007: CHAPTER 27 NOTICE: "This contract is subject to Chapter 27 of the Texas Property Code.**

**The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.**

**IMPORTANT NOTICE PER TX PROPERTY CODE SECTION 41.007:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home.

**"KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW." DISCLOSURE STATEMENT REQUIRED FOR RESIDENTIAL CONSTRUCTION CONTRACT AS PER SECTION 53.255,** before a residential construction contract is executed by the owner, the original contractor shall deliver to the owner a disclosure statement which must read substantially similar to the following:

**"KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW."** You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

**"CONVEYANCE TO CONTRACTOR NOT REQUIRED."** Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

**"KNOW YOUR CONTRACTOR"**. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

**"GET IT IN WRITING."** Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

**"READ BEFORE YOU SIGN."** Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

**"GET A LIST OF SUBCONTRACTORS AND SUPPLIERS"** Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided.

Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

**"MONITOR THE WORK.** Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

**"MONITOR PAYMENTS."** If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

**"CLAIMS BY SUBCONTRACTORS AND SUPPLIERS"**. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

1.If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

2.During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as "statutory retainage." If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

"If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim."

**"SOME CLAIMS MAY NOT BE VALID."** When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

**"OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT."** When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

**"OBTAIN TITLE INSURANCE PROTECTION"**. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a "completion of improvements" policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement."



**ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:**

**21. TEXAS INSURANCE DEDUCTIBLE CONTRACT NOTICE PER HB 2102:** Starting September 1, 2021, the NOTICE, in quotes below, is required by Texas law to be included in the Contract, briefly described above, between ReviveMax LLC, hereinafter referred to as "Contractor", and the restoration project owner named and dated on the estimate.

**SUBTITLE F, TITLE 5, CHAPTER 707 OF THE INSURANCE CODE (some parts abridged) CHAPTER 707. PAYMENT OF INSURANCE DEDUCTIBLE. Sec. 707.002. PAYMENT OF DEDUCTIBLE REQUIRED.** A person insured under a property insurance policy shall pay any deductible applicable to a first-party claim made under the policy.

**Sec. 707.004. REASONABLE PROOF OF PAYMENT.** An insurer that issues a property insurance policy with replacement cost coverage may refuse to pay a claim for withheld recoverable depreciation or a replacement cost hold back under the policy until the insurer receives reasonable proof of payment by the policyholder of any deductible applicable to the claim. Reasonable proof of payment includes a canceled check, money order receipt, credit card statement, or copy of an executed installment plan contract or other financing arrangement that requires full payment of the deductible over time.

**SECTION 27.02, BUSINESS & COMMERCE CODE: GOODS OR SERVICES PAID FOR BY INSURANCE PROCEEDS: PAYMENT OF DEDUCTIBLE REQUIRED.**

(a) In this section, "property insurance policy" has the meaning assigned by Section 707.001, Insurance Code. ["Property insurance policy" means an insurance policy issued by an insurer, including a county mutual insurance company, farm mutual insurance company, Lloyd's plan, or reciprocal or inter-insurance exchange, that provides first-party coverage for loss of or damage to real property.]

(b) A contract to provide a good or service that is reasonably expected to be paid wholly or partly from the proceeds of a claim under a property insurance policy and that has a contract price of \$1,000 or more must contain the following notice in at least 12-point boldfaced type: **NOTICE: "Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible."**

(c) A person who sells goods or services commits an offense if the person: (1) advertises or promises to provide a good or service to an insured under a property insurance policy in a transaction in which: (A) the good or service will be paid for by the insured from the proceeds of a property insurance claim; and (B) the person selling the good or service will, without the insurer's consent: (i) pay, waive, absorb, or otherwise decline to charge or collect the amount of the insured's deductible; (ii) provide a rebate or credit in connection with the sale of the good or service that will offset all or part of the amount paid by the insured as a deductible; or iii) in any other manner assist the insured in avoiding monetary payment of the required insurance deductible; or (2) provides a good or service to an insured under a property insurance policy knowing that the insured will pay for the good or service with the proceeds of a claim under the policy and, without the insurer's consent: (A) pays, waives, absorbs, or otherwise declines to charge or collect the amount of the insured's deductible; (B) provides a rebate or credit in connection with the sale of the good or service that offsets all or part of the amount paid by the insured as a deductible; or (C) in any other manner assists the insured in avoiding monetary payment of the required insurance deductible. I, the insured property owner where work paid all or in part by proceeds from a property insurance policy, will be done by Contractor, have read and understand the notice above, in quotations, beginning with the words

**"Texas law requires...", and acknowledge same by my signature on approved agreement.**

**22. LIMITED WORKMANSHIP WARRANTY:** In addition to any separate warranty that may be extended by the equipment and materials manufacturer (s) used on your job, REVIVEMAX, hereinafter referred to as "Contractor", warrants the work against defective workmanship for a period of One years from the above stated job substantial completion date. This warranty is extended to the owner named above may be transferable (see below). If a manufacturers warranty exists, such warranty will supersede this limited warranty made by Contractor. If a defect covered by this limited warranty occurs, Contractor will repair or replace the defective workmanship, materials, or equipment at no charge to the Owner. To obtain service under this limited warranty, Owner must give written notice to Contractor identifying the original work performed, the date of job completion, and the nature of the problem. Such written notice shall be given to Contractor at the above address. This limited warranty covers and includes any special terms specified in the plans, specifications and contract documents for this project. This limited warranty does not include: (1) Items that have been subjected to accident, misuse and abuse including damage resulting from lack of Owner maintenance or damage from ordinary wear and tear; (2) Items that have been modified, damaged, altered or worked on by anyone other than Contractor; (3) Items furnished by the Owner for installation; (4) Existing items that are moved or reinstalled; (5) Deviations that commonly arise such as minor concrete, stucco, plaster or drywall cracking; minor stress fractures in drywall due to drying lumber; warping, shrinking and deflection of wood; shrinking and/or cracking of grouts, caulking and fillers; discoloration of any surface due to exposure to weather and sunlight.

**NOTICE TO OWNER:** Under no circumstances shall Contractor be liable for injury to any person or damage to any property whatsoever by virtue of this warranty or otherwise. Under no circumstances shall Contractor be liable for any incidental, secondary, indirect, consequential, special or other damages of any nature arising out of the use of or inability to use as a result of a defect in the work performed or the materials and/or equipment installed by Contractor This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. There are no warranties which extend beyond the description on the face hereof.

**Manufacturers Warranty supersedes** Workmanship Limited Warranty. It is the clients responsibility to register items if required by the manufacturer. Owners shall indemnify and hold Contractor harmless from any and all claims, costs, losses, damages and expenses, including attorney's fees, arising from or involving any condition, situation, or result that occurs for any material recommendations made by any employee, subcontractor, or vendor of REVIVEMAX. For product concerns it is always best to contact suppliers sales representatives to confirm selection meet clients standards. Contact information is available upon request. A Product Warranty Planner can be supplied upon request. Contractor, at their discretion, may not be able to warranty client supplied materials.

**WARRANTY PROCEDURE:** Under non-emergency circumstances, we initiate our service effort within 72 hours. You will receive a response within 72 hours (during regular business hours, excluding weekends). We strive to fulfill all requests within 10 business days, therefore it is important to provide the best and most complete information so that we may expedite the scheduling process. Please be aware that warranty appointments are scheduled during regular business hours. It is the clients responsibility to shut down any malfunctioning mechanical systems that is causing ongoing damage to the home and contact the manufacturer or supplier immediately (If applicable). In cases of emergency, REVIVEMAX makes reasonable efforts to expedite service, including initiating our service effort within 24 hours. We call this priority service.

Our goal is to keep emergency situations from escalating and help our home warranty plan holders quickly return to normalcy. What is considered an emergency? We consider a service request an emergency if the covered work causes any of the following circumstances:

- No electricity, gas, water or toilet facilities to the entire home.
- A condition that immediately endangers health and safety.
- A condition that interferes with healthcare support of occupants.
- A system malfunction that is causing ongoing damage to the home.
- Other conditions may, at our discretion, be considered an emergency. We handle those situations on a case-by-case basis.

**For all priority service requests, we make our best effort to expedite service. After 5:00 PM Central Standard Time during the week or any time on weekends, service availability may not be confirmed until the following business day.**

**This Warranty is IS NOT TRANSFERABLE to succeeding property owners for the remaining term at the time the property changes ownership and under the same conditions.**

**23. PROJECT ALLOWANCES ADDENDUM:** This is an addendum to and becomes a part of that certain **CONTRACT**. The purpose of this addendum is to detail amounts included in the contract price that have been allotted for items unable to be specified at the time the contract is executed. These items must be selected and specified by the Owner. It is the duty of the Owner to submit their choices for these items to Contractor as soon as possible to avoid delays in completion of the project. Some items might require purchasing lead time, extended delivery time, subcontractor scheduling and re-scheduling and other time factors. Time is of the essence in Contractor receiving Owner choices for these unspecified items! When Contractor knows the actual purchase costs (including item costs, delivery costs and applicable taxes less any trade discounts available to Contractor) of the allowance items Owner chooses, the difference from the allowed amounts specified herein and the actual costs will be adjusted by written and signed change order.

**24. AUTHORIZATION TO PERFORM EMERGENCY DAMAGE MITIGATION SERVICES,** I/We, hereinafter referred to as "INSURED", hereby authorize **ReviveMax LLC**, hereinafter referred to as "CONTRACTOR", to perform Emergency Damage Mitigation Services to help minimize any further damage to my/our property. INSURED agree to pay Contractor for these services. INSURED hereby assign a portion of my/our settlement to CONTRACTOR for payment of the Emergency Damage Mitigation Services performed. INSURED hereby directs any Insurance Company providing coverage for the associated claim for loss and damage to include the name of CONTRACTOR, in addition to INSURED'S name, as a co-payee on all payments, drafts, or checks pertaining to the Emergency Damage Mitigation Services performed by CONTRACTOR. I/We also direct insurer to transmit payment directly to CONTRACTOR.

**By your signature on the contract agreement or deposit being made, Contractor and Owner understand and agree to the entire disclaimer and contents written**