

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

## Time and Material Agreement

This Time and Material Agreement is executed by and between:

Prosser Construction LLC Property Management Name:

11104 Gravelly Lake Dr SW And Address:

Lakewood, WA 98499 City, State, Zip:

### **TERMS AND CONDITIONS:**

This agreement shall be in full effect on:

This Time and Material project described within this agreement is provided by the Property Management Company, herein known as PMC. The PMC 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 schedule additional items or service. Prosser Construction will acquire 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 the materials will be provided on site.

This agreement has been established by the above parties acknowledging that all Time and Material projects have a **3-hour minimum at the rate of \$100.00/ hour**. Additionally, the cost of materials and travel time to and from the job site are the sole responsibility of the PMC and will be billed by Prosser accordingly.

It is the policy of Prosser Construction to cap Time and Material jobs at \$2500.00. If during the project, something was to arise and the project looks to be exceeding \$2500.00, Prosser will halt production. At this time, the PMC must grant permission to continue, or a new agreement will be executed, and an estimate will be put in place.

Time & Material means the Property Management Company will only be charged for the time involved in the project (to include actual project work and travel to and from the job site) and the materials used for the project. If there is a concern regarding the time to complete the project, please advise the office of the budget prior to the start of your project. If something goes without completion (due to budgetary concerns or homeowner choice) the homeowner will not be charged for uncompleted work.

All payments are due no later than 30 days after completion of work. If payment has not been received by our office by close of business on the 30<sup>th</sup> day, interest will begin to accrue at the rate of 10% of the entire bill each month that the balance is left unpaid.

Please review our Disclosure Statement prior to signing this agreement.

By signing this agreement, you acknowledge and accept the rate, details and terms of this Time and Material project and the Disclosure Statement set forth by Prosser Construction.

X	X	
Property Management Rep	Stephanie Prosser - President – Prosser Construction	



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# Scope of Work

Please list	your pro	ject in	detail:
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## **DISCLOSURE STATEMENT**

### **NOTICES TO CUSTOMER:**

This contractor is registered with the state of Washington, registration **PROSSCL833MK.** This contractor has posted with the state a bond or deposit of \$30,000.00 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 23 April 2026.

THIS BOND OR DEPOSIT MAY 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 \$30,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHOLD A PERCENTAGE OF YOUR CONTRACT: You may withhold a contractually defined percentage of your construction contract as a 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 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 CONTRACTOR PROVIDE 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 upon your request. 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 THIS DISCLOSURE STATEMENT AND PHOTO RELEASE: By signing the agreement, you are also acknowledging that all the attached prices, specifications, and conditions are satisfactory and hereby accepted. Your signature authorizes Prosser Construction 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 being charged on the entirety of the bill monthly until the bill is satisfied. Your signature also allows any representative of Prosser Construction to take photos and/or videos for marketing purposes.

PET POLICY: Please secure all pets while our team is on your property. At no time is any of our team responsible for your pet. Any injuries to a member of our team that are the result of an unsecured pet will be the sole responsibility of the homeowner.

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

TIPPING: While it is our desire that you are happy with your work, tipping is against Prosser Construction policy. Please do not try to tip our team as they are not at liberty to accept.