

Terms & Conditions

This document sets forth the Terms and Conditions governing the agreement between the Recipient and the Contractor. It outlines the respective duties, obligations, and expectations of both parties. By entering into the signed agreement, both parties affirm their understanding and acceptance of these terms.

Change Orders

Any additional work or modifications to the work listed in the attached scope of work shall require a change order. A change order is a document listing the materials and labor required for services not listed in the original home improvement contract, and must be signed by both the Recipient and Contractor.

Permits, Licensing, & Approvals

Contractor shall obtain all required permits. Quality Construction & Remodeling LLC dba QC&R Bond & Insurance is on file with the Indianapolis Department of Business & Neighborhood Services. Should any easements, zoning changes, or modifications be required to complete the home improvement project, the Recipient shall be fully responsible for any costs incurred.

Insurance & Loss Coverage

Recipient agrees to maintain adequate insurance coverage for the property where the home improvement project is being performed. Recipient agrees to provide a copy of the certificate of insurance for the property in question to the contractor upon request.

Property Access & Marketing

Recipient agrees to provide contractor's employees and subcontractors with reasonable access to the property. Contractor agrees to make reasonable efforts to prevent disturbance or damage to the property or surrounding areas. Contractor may use any photos taken at the property for marketing purposes. Contractor may install & remove yard signs during and up to one week after completion of project.

Site Conditions

While every effort is made upon initial property walkthrough to provide complete and accurate pricing up-front, unforeseen conditions could lead to unexpected costs.

Recipient agrees to be held fully responsible for increased costs due to mold, insects, building code violations, or other discoveries which were not visible in the initial walk-through. In the event that such conditions are discovered by the contractor during the home improvement project, contractor shall perform no further work until issuing a change order for the recipient's approval to address the unforeseen issues.

Payment Terms and Conditions

- Recipient agrees that contractor may place a lien on the property listed above upon commencement of the home improvement project, which will be immediately released upon receipt of the final payment listed above by the contractor.
- Should recipient fail to make any payment by the stages listed above, contractor may suspend work until payment is made.
- Delay of the project may be caused by homeowner non-payment, weather delays, permitting, theft, vandalism or material backorders.
- A Change Order may also move the end date.
- There is no representation past or present outside of this contract.
- If homeowner selects their own items for contractor to purchase, a material bill will be invoiced with a 10% markup.

Term/Termination

The contractor may on five days written notice to the Recipient terminate this Agreement before completion when for a period of seven days Recipient fails to make the agreed upon installment payment. The Recipient may on five days' notice to the Contractor terminate this Agreement prior to completion of the services when the Contractor fails to carry out performance of any provision of this Agreement. If the unpaid balance on the contract exceeds the expense of finishing the Services, the Recipient shall pay such excess to Contractor.

Furthermore, the Contractor has the ability to terminate this agreement "at will".

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this agreement. However, parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this agreement.

Relationship Of Parties

It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient and not an employee of the Recipient. The Recipient will not provide fringe benefits including health insurance benefits, paid vacation, or any other employee benefit for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

Recipients Control

The recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

Professional Capacity

The Contractor is a professional who uses its own professional business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

Personal Services Not Required

The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

No Location on Premises

The Contractor has no desk or other equipment located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.

No Set Work Hours

The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

Expenses Paid By Contractor

The Contractors' business and travel expenses are to be paid by the Contractor and not by the Recipient.

No Right To Act As Agent

An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

Permission To Contact

By signing the agreement, Recipient expressly consents that we (or our agents/associates) may contact them at the phone number (via call or text), email, or address above as needed to service and bill this contract. Recipient also agrees to receive a text message containing a consumers survey at the conclusion of this contract. Contractor is not responsible for any message or data costs incurred.

Entire Agreement

This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of the Agreement shall be deemed effective unless in writing and signed by the parties hereto.

Waiver of Breach

The waiver by the Recipient of a breach of any provision of the Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Applicable Law

This Agreement shall be governed by the laws of the State of Indiana

Final Inspection

Final inspection will be made by the Recipient and Contractor upon the project's completion. At that time, the Homeowner will have the opportunity to identify any incomplete or unsatisfactory work. Contractor agrees to remedy any issues discovered during the final inspection as soon as reasonably possible, and to allow Homeowner to delay final payment until such issues are remedied and approved by the homeowner.

Warranty

Contractor guarantees that all home improvement work shall be carried out in a professional manner with quality workmanship. Contractor shall make every effort to blend all surface colors and textures with existing ones, but cannot guarantee exact matches. Material warranties are not offered by the contractor, and are limited to manufacturers' warranties. Contractor shall guarantee the quality of all workmanship performed for a period of one year. This warranty covers any fault or failure due to workmanship and is not transferable unless specified and agreed to by all parties. The warranty does not cover ordinary wear, abuse, neglect, or acts of God.

Dispute Resolution

Both parties agree to take reasonable measures to resolve any conflicts or issues before, during, and after the home improvement project. In the event a satisfactory conclusion to any conflict cannot be reached, both the homeowner and contractor agree to seek a resolution through a neutral arbitrator, and agree the decision of any such arbitrator shall be considered final and unreviewable.

Concrete Specific Terms & Conditions

For agreements including concrete work, the finished product is subject to the terms and conditions found in our Concrete Warranty which can be found on our website at www.qcrindy.com or is available upon request at aalcauter@qcrindy.com.

Additionally:

→ All debris will be hauled away and disposed of accordingly unless otherwise noted.

Dump and disposal fees are included

→ Any walls and floors surrounding the areas where concrete is poured will be protected with plastic as necessary, cost of material is included

→ Recipient agrees to allow QC&R access to a water spicket at project address.

Note: New concrete will have a different color and texture than old concrete.