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PROPOSAL/CONTRACT

PROPOSAL/CONTRACT SUBMITTED TO:	DATE: 1-30-13	
NAME: Jack Smith	JOB NUMBER: 212-0075	WORK ORDER NUMBER: 100101
STREET: 8001 Dodge Ave.	PROJECT STREET: 367 Pear Ave. #1245	
CITY: Atlanta	PROJECT CITY/STATE: Atlanta, GA	
STATE/ZIP: GA, 68709	EMAIL: j-smith@ex.com	PHONE: (M) 367-765-9081 (W) 564-987-6532

Comment [be1]: When a proposal is submitted, take the time and go through and make sure all information is filled out correctly (ex: correct name, address, phone numbers and email). Some jobs have a bill to address and a separate address for the actual job. That is shown here in this example.

We hereby submit specifications and estimate for:

Project – Scope of Work

Interior Work:

Guest Bathroom and Bedroom

1. Tear out and discard existing tile along shower surround and floor.
2. Remove and replace toilet.
 - a. Take out existing flange and replace with new one.
3. Take out existing tub and discard.
4. Supply/install new 60" standard white tub.
 - a. Rough in plumbing for new fixtures.
5. Install new plumbing fixtures. (owner to supply)
6. Supply/install cement backer board where needed.
7. Install soap niche in wall for shower. (owner to supply)
8. Supply/install 6" ceramic tile for the shower surround and floor. (Contractor will provide examples for the owner to choose from.)
9. Install new light fixture. (owner to supply)
10. Patch and paint walls.
 - a. Paint will be a Behr-satin based paint with mold agent. (owner to approve paint color)
11. Supply/paint and install 3 5/8" crown molding in bathroom.
 - a. Paint with a Behr-semi-gloss standard white. (owner to approve paint color)
12. Supply/paint and install 3 5/8" crown molding in bedroom.
 - a. Paint with a Behr-semi-gloss standard white. (owner to approve paint color)

Note:

1. It is the contractor's responsibility to remove all debris from the jobsite.
2. It is the contractor's responsibility to supply all adhesives or plumbing consumables to install the fixtures.

Schedule:

1. Start work on 02-01-13.
2. Plumbing inspection 02-07-13.
3. Complete project on 02-14-13.
4. Work days/hours will be Monday through Friday 8am to 6pm.
5. No subcontractors will be working here, only employees of AH&R, Inc.

Comment [be2]: This section breaks out the project scope of work. This is **very important** to review and make sure it has been written in detail and that the homeowner and contractor have complete understanding of the project. This will also break out who is supplying the materials and the exact color, model number or what grade of material that will be supplied. Be sure to understand the schedule and who will be working in the house on the project.

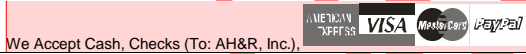
We hereby propose to furnish labor material(s) complete in accordance with the above specifications, for the sum of: **THREE THOUSAND EIGHT HUNDRED EIGHT AND NO/100'S (\$3808.00)** with payments to be made as follows:

DOWN PAYMENT OF: \$1904.00
BALANCE DUE AT COMPLETION: \$1904.00
DATE 6/11/08

TERMS OF AGREEMENT

- A. All material is guaranteed to be as specified.
- B. All labor is guaranteed for (1) year. The guarantee is for labor only and does not cover materials associated with the job. Incomplete payments for any reason(s) nullify the guarantee. Warranty repairs do not extend the original one-year warranty. No warranty on 1) leaky faucet repairs or 2) roof leak or roof repairs, unless approved, in writing through the office. There are no other guarantees expressed or implied, and there is no liability for consequential damages of any nature or kind. This contract and the guarantee are not transferable, unless approved, in writing, through the office. The "date of the contract" is the date the proposal/contract was signed and the terms of the agreement accepted by the customer. Unless otherwise noted, the guarantee does not cover any work associated with work started by the customer and/or other contractor. The guarantee is invalidated if the customer, their agent or another contractor (other than Atlanta Handyman & Remodeling, Inc.) changes, modifies or repairs work associated with this contract. The "company" requires that you provide the original craftsman the opportunity to repair his work and your refusal will void the guarantee. Any work completed at "no charge" has no guarantee.
- C. All work to be completed in a workmanlike manner according to standard practices.
- D. Any incidental findings may incur additional charges.
- E. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The customer agrees to pay for all work performed on the job site on their behalf. The value of the work will be determined by the company.
- F. All agreements contingent upon strikes, accident or delays beyond our control. The customer and/or property owner is responsible for any hazardous materials such as asbestos, lead, mold, etc. associated with this job and should notify Atlanta Handyman & Remodeling, Inc., in writing, prior to commencement of work.
- G. The customer agrees to make complete payment ("Balance Due") to Atlanta Handyman & Remodeling, Inc. at the completion of work. The customer agrees to pay for all any work completed under contract as determined by Company. The customer's or customer's agent's signature under "Work Inspected and Approved" indicates completion and acceptance of all work defined on the contract (the company is not responsible for any work not completed on the contract, nor for any consequential damages). Atlanta Handyman & Remodeling, Inc. at its option, has the right to refund or credit a portion of the payment in lieu of completion of work or warranty service.
- H. Interim payments, made payable only to Atlanta Handyman & Remodeling, Inc. and equaling a percentage of work completed, are acceptable and should be arranged through the Atlanta Handyman & Remodeling, Inc. office.
- I. Under the circumstances where the "Company" or the customer decides to stop work prior to completion of the contract, the customer agrees: 1) to pay for all work completed or partially completed when work is stopped, 2) The value of the work completed or partially completed is determined by the "Company" and is based solely on a portion of the original contracted amount less fixed charges.
- J. A surcharge of \$27.50 (or maximum allowed by law) will be assessed on all return checks and all reversed credit card charges. The customer agrees to pay all collection fees/court costs should nonpayment result in action to collect debt. Interest on unpaid balances accrues at 1 1/2% per month, from the date of the contract.
- K. This is a legal document and the customer agrees that all unresolved disputes will be resolved through the Atlanta Better Business Bureau Care program, using binding arbitration between Atlanta Handyman & Remodeling, Inc. and the customer.
- L. This contract contains the entire agreement of the parties and supersedes any prior oral agreements between you and Atlanta Handyman & Remodeling, Inc. No modification of this contract shall be valid or binding upon you and Atlanta Handyman & Remodeling, Inc. unless the modification is made in writing and signed by you and Atlanta Handyman & Remodeling, Inc.
- M. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

AUTHORIZED SIGNATURE:



GEORGIA'S RIGHT TO CURE

(Georgia's notice to resolve construction disputes.)

Georgia law contains important requirements you must follow before you may file a lawsuit or other action for defective construction against the contractor who constructed, improved or repaired your home. Ninety days before you file your lawsuit or other action, you must serve the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair or pay for the defects or both. You are not obligated to accept any offer by a contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit or other action.

Comment [be3]: The cost of the job should be written out, then in parenthesis the numerical value should be defined. The labor and materials will be defined in detail above in the scope of work. It is also **very important** that all payment terms are defined here in this section.

Comment [be4]: This section will vary depending upon the jurisdiction that the work will be done in. Make sure to read through the terms and conditions. This does not take long to go through and can save headaches down the road in case of a disagreement. Make sure that a submitted proposal does have this included.

Comment [be5]: When you sign this section, you are agreeing that you have **read and understand** the terms and conditions. Do not overlook this section, it takes a little extra effort to go through and can clear up any confusion that may not have been addressed.

Comment [be6]: All proposals should include what is accepted as payment. Discuss this with the contractor when agreeing to the payment schedule.

Comment [be7]: Some proposals will include this to help cover the contractor. It will depend upon the jurisdiction that the job is being completed in. It is a good idea to understand the homeowner's and contractor's rights when agreeing to a contract.

CONTRACTOR'S ACCEPTANCE OF PROPOSAL

DATE:

SIGNATURE:

Comment [be8]: Make sure the contractor has signed and dated the proposal. The contractor has written up the proposal, but they must also agree to it by signing their name and dating it as well.

CUSTOMER'S ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE:

SIGNATURE:

Comment [be9]: Once this is signed, you have agreed to everything that has been written in the proposal. It is **very important** to sign and date this!

WORK INSPECTED AND APPROVED

DATE

SIGNATURE

Comment [be10]: Do not forget to sign and date this last step. It shows that the work has been completed satisfactorily and final payment will be submitted. This will cover both the homeowner and contractor and also show the beginning date of the warranty work. **Do not overlook!**