

Andreyana, LLC



REMODELING AGREEMENT

1. PARTIES

This Remodeling Agreement (hereinafter referred to as the “**Agreement**”) is voluntarily entered into on _____ (the “**Effective Date**”), by and between Andreyana, LLC with an address of 5260 Hollister St, Columbus OH 43235 (hereinafter referred to as the “**Contractor**”) and _____, with an address of _____, (hereinafter referred to as the “**Customer**”) (collectively referred to as the “**Parties**”).

2. TERMS

This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) on _____.

Both Parties agree to be bound by this Contract and represent that they have the legal authority and right to enter into it. Customer understands that once this Contract is signed, any changes in design, material or layout requested by Customer may result in additional costs, labor, materials and supplies which may increase the total cost for this Contract. Customer agrees to be responsible for any such increase in costs.

3. PREMISES DESCRIPTION

The Parties agree that the location of the premises that is to be remodeled by the Contractor is at

4. WORK DESCRIPTION

The Parties agree that the Contractor will provide the following services to the Customer:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

5. PRICE AND PAYMENT

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Customer, not to be unreasonably withheld.

Payment of the Contract price will be divided up as follows:

- (a) 40% deposit to be paid at the time the demolition is complete
- (b) 30% paid upon completion of cabinets installation
- (c) 30% after the final walkthrough

Customer agrees to make all payments in accordance with the terms and conditions of this Contract. Customer further agrees that any payments not made timely will be subject to an interest rate of 5% per month until paid in full.

In addition, Andreyana, LLC may file a mechanics lien for the unpaid balance. Customer also agrees that non-payment for all or any part of the agreed upon work and/or materials under this Contract shall render all of Contractor's warranties hereunder null and void.

Customer will not be entitled to any refunds or set-offs for cabinets, once handles and/or knobs are installed on cabinets, doors and/or drawers and/or cabinets have been installed. Customer will not be entitled to any refunds or set-offs for any flooring, bathtubs, showers, toilets, or appliances, once installation has begun. Customer will not be entitled to any refunds or set-offs for any countertops after the material has been cut to the design specifications.

6. DATE OF COMPLETION

The Parties agree that the date of completing the services by the Contractor will not be later than _____.

7. EXPENSES

The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

8. TERMINATION

This Agreement shall terminate upon the Completion of the Services provided.

In addition, the Customer or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

Customer or Contractor shall NOT have the option to terminate this Agreement unless there is reasonable cause.

9. PERMITS AND LICENSES

The Parties hereby agree to comply with all the regulations and laws, if any, relevant to the licensing and registration requirements for the remodeling of the premises.

10. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the laws of the State of Ohio. All disputes concerning this Contract shall be resolved in the courts of Franklin, County, Ohio. This Contract embodies and constitutes the entire understanding between the Parties.

Neither this Contract nor any provision hereof may be waived, modified, amended, or discharged, except by an instrument in writing signed by the Party against which enforcement is sought, and then only to the extent set forth in such instrument.

If any terms of this Contract, or their application to any person or circumstance, shall be held illegal, invalid, or unenforceable, the remainder of this Contract or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected; provided, however, that the remainder of this Contract is still capable of substantial performance within the original intent of the Parties.

This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. Time is of the essence in the performance of each and every term and condition contained in this Contract.

11. INDEPENDENT CONTRACTOR STATUS

The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Customer's employees.

In its capacity as an independent contractor, Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed.

Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors to provide the Services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Customer.

The Services required by this Agreement shall be performed by the Contractor or Contractor's personnel, and the Customer will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Customers in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's personnel shall be required by the Customer to devote full-time to the performance of the Services required by this Agreement.

12. DISPUTE RESOLUTION

If a dispute arises from or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussion within 30 days, the Parties agree to resolve the matter through the mediation and/or the appropriate court in Franklin County, Ohio.

Customer agrees not to contact the Better Business Bureau or any other consumer protection agency, without first notifying Contractor of his/her intention to do so and allowing 90 days for satisfactory resolution by Contractor.

Contractor agrees not to contact any consumer credit reporting agency, without first notifying Customer of its intention to do so and allowing 90 days for satisfactory resolution by the Customer.

13. AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

Accordingly, any amendments made by the Parties will be applied to this Agreement.

14. ASSIGNMENT and DELEGATION

The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Customer harmless of any liability in connection with their performed work.

15. NO PARTNERSHIP

This Agreement does not create a partnership relationship between the Customer and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Customer's behalf or represent the Customer in any manner.

16. CONFIDENTIALITY

The Contractor acknowledges that it will be necessary for the Customer to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement.

The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Customer. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Customer without the Customer's prior written permission except to the extent necessary to perform Services on the Customer's behalf.

17. REPRESENTATION AND WARRANTIES

The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

18. LIMITATION OF LIABILITY

Under no circumstances will either Party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

19. ADDITIONAL TERMS and CONDITIONS

Some countertops are made from natural granite or other natural material; therefore, natural "imperfections" (i.e., patterns, streaks, color variances, etc.) will exist. Changes cannot be made to these natural patterns and color variations. Seam(s) will exist depending on the size of the kitchen countertop. Seams are not a defect that can be remedied.

Customer understands that wood cabinets and wood flooring will naturally expand and contract. Contractor is in no way liable for such expansion or contraction. Customer understands that wood cabinets will wear and scratch with the passage of time. Customer further understands that maintenance of the cabinets is the Customer's responsibility. Contractor is not responsible for normal wear and tear of any materials.

Customer is responsible for providing proper temperature and humidity conditions at the job site. Customer is aware that wood products can be adversely affected by too little or too much humidity, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.

Customer will accept responsibility for materials delivered to the job site in good order by Contractor and further agrees to provide security and/or protection for said materials against theft and damage from the elements.

Customer agrees to have all work areas broom cleaned and ready for the installers when they arrive. Unless otherwise specified, Customer's responsibility includes the removal of all furniture, fixtures, and appliances so that Andreyana, LLC shall have clear access to the installation area. Contractor will use ordinary care, but is not responsible for any damage to furniture, fixtures or appliances resulting from the necessity of Contractor needing to move such items.

Customer understands that Contractor does not guarantee the continued working condition of any appliance, e.g. built in ovens, garbage disposals, microwaves, etc., which Customer provides or which the Contract requires Contractor to remove and reinstall. Customer's sole remedy for the failure of any such appliance is through a warranty from the appliance manufacturer or distributor.

Customer is aware that installation or removal of granite, tile, wood products or drywall may create dust in the air and Customer has taken such precautions as he/she feels is adequate to protect her/his home, family, pets and possessions from such dust. Contractor shall not be held responsible for any damage resulting from dust nor shall Contractor be responsible to clean up such dust from any area other than the installation site.

Customer understands that installing cabinets and flooring is a construction project and agrees, for his/her and his/her family's safety, to vacate the area during the installation process. Customer agrees that any injuries that occur as a result of the Customer's failure to vacate the installation area does not create liability on the part of Contractor.

Customer understands that during the installation, some damage to walls, trim, or ceilings may occur. Contractor will not be held responsible for repairing, replacing, and/or painting of these areas and/or items. Contractor will exercise all reasonable care to avoid such damage.

Delays caused by floods, strikes, illness, labor disputes, backordered materials, discontinuance or unavailability of necessary materials, accidents, acts of God, or other causes beyond the reasonable control of Contractor shall excuse or extend the time for performance of the Contract without any liability on the part of Contractor.

Contractor warrants the installation of the cabinets for three (3) months from the date of installation. This warranty is for defects in installation workmanship only for the installation of the cabinets.

Customer understands that the installation of cabinets, tubs, showers, backsplashes and flooring, or the relocation of any electrical wiring or plumbing is a construction project which, while in process, may disclose unforeseen barriers to the proper completion of the contracted work. Any unforeseen repairs to, or preparation of, the job site are NOT the responsibility of Contractor. Any additional work required as a result of unforeseen repairs and/or circumstances will be priced and

agreed upon prior to the performance of the additional required work. Customer agrees to pay for this additional work upon its completion. Contractor will not be responsible for repairs of pre-existing conditions or damages, e.g. plumbing, electrical, or drywall, discovered during the installation, unless included in this Contract. Contractor will not be responsible for any installation done by Customer or anyone other than Contractor.

20. ENTIRE AGREEMENT

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior oral or written agreements, promises, conditions, or understandings between the Customer and Contractor.

21. SIGNATURE AND DATE

The signature of the Parties below is evidence that they have read, understood and voluntarily entered into this Agreement and the agreed upon price for materials and services rendered. The prices, specifications, materials/supplies, terms, and conditions of this Agreement are satisfactory and hereby accepted.

CONTRACTOR

Name: _____

Signature: _____

Date: _____

CUSTOMER

Name: _____

Signature: _____

Date: _____