

# Dbmservices LLC Agreement Terms and Conditions

(Both the Customer and Contractor should fill out this form)

Home Owner's Address

**AUTHORITY TO CONTRACT FOR THE WORK** -The Client shall represent to the Contractor that he/she has the legal ability to authorize the Work done at the Project Site.

**DEFAULT PRIOR TO START OF CONSTRUCTION** - In the event Client fails to fulfill Client's obligations under this Agreement, Contractor will be entitled to receive payment for any time and material costs incurred by Contractor in addition to the Contractor's markup of Cost for Contractor's time and material costs incurred up to the time of default. If Contractor is collecting money for time and material costs, the Contractor must provide documentation to verify the charges.

**PROJECT TIME** - Contractor shall commence work within working days after all the following occur: (i) this Agreement is signed by Client and Contractor; (ii) the down payment is received by Contractor from Client; (iii) the site is ready and available for the Contractor to commence the Work; Substantial Completion shall occur on or before date specified, subject to the terms of this Agreement (the "Project Time").

**CHANGES** - No changes, additions, alterations, deviations or extras to the Work shall be made without a written Change Order signed by the Client and Contractor, specifying the change to any labor and materials by the Builder, the amount to be paid by Client and the change, if any, in the time of performance, including changes necessary to conform to codes, laws or regulations required by any utility or government authority, or to address existing conditions of the Project Site unknown to the Contractor at the time Contractor signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Client understands and agrees that changes may extend the time of performance. Change Orders that are completed without a predetermined price quote for materials will be charged at cost provided by the Contractor. The labor rate(s) for such changes will be stated in writing in the Change Order.

**ENFORCEABILITY** - If any part of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remainder of this Agreement. The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of any other breach of any right, claim, term or condition of this Agreement.

**ENTIRE AGREEMENT** - This Agreement, along with the [Dbmservices LLC Standard Services Agreement Terms and Conditions](#), constitutes the entire contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Client warrants that the person executing this Agreement and any subsequent change orders, has legal authority to do so, including obligating the Client to a marital purpose debt, if married. Client acknowledges review and approval of the entire Agreement before execution.

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**ACCEPTANCE - NOTICE OF RIGHT OF CANCELLATION:** THIS AGREEMENT MAY BE CANCELLED UNILATERALLY BY THE CLIENT BY NOTIFYING THE CONTRACTOR BY PHONE OR EMAIL/TEXT WITHIN THREE (3) CALENDAR DAYS AFTER SIGNING THIS AGREEMENT. IN THE EVENT OF CANCELLATION OF THIS AGREEMENT BY THE CLIENT THEREAFTER, CONTRACTOR SHALL RECEIVE IMMEDIATE REIMBURSEMENT FROM THE CLIENT FOR ALL COSTS AND EXPENSES INCURRED TO THAT DATE.

**WEATHER CONDITIONS** - Client agrees to pay Contractor all additional charges for additional labor and materials which may be required due to weather conditions. Weather conditions resulting in an increased cost or Project Delay may result in the Contractor providing a Change Order or Notice of Delay.

**PAYMENT** - The Client shall make or authorize payment to the Contractor within 5 days after the date of invoice. Time is of the essence as to all terms of payment. If payment is not received in a timely manner, Contractor shall be entitled to stop work and/or extend the Project Time, which shall be treated as a Work Stoppage. Client agrees that, in addition to other remedies available to Contractor, if payment is not timely made Contractor shall be entitled to a service charge of 1.5% per month on all past due amounts, plus all costs of collection including reasonable attorneys' fees. Contractor shall furnish lien waivers to Client in exchange for payment made to Contractor for the proportionate value of all labor and materials for which the payment is made. Final Payment shall constitute a waiver of all claims by Client except those arising from liens or the warranty included in these Standard Terms & Conditions.

**INSURANCE (License & Bond)** - Client shall maintain Homeowners insurance covering physical loss to the structure and building materials on the Project Site. Client assumes all risk of loss and is responsible for payment of loss, including the deductible for such loss during the Work, excluding intentional or reckless acts by the Contractor.

**PROJECT TIME & DELAYS (Substantial Completion)** - Construction of the Project Site shall be deemed to have reached "Substantial Completion" on the earlier of (i) the date when the Work is sufficiently complete in accordance with the Agreement, so the client can occupy or utilize the Project Site for its intended purpose, or (ii) the date the required approval, if any. Substantial Completion is dependent upon Client making timely selection of materials. Failure to make selections in a timely manner may result in a delay.

**PROJECT DELAY** - The Project Time shall be extended for reasons including, without limitation, changes that cause delay and delays requested or caused by the Client, acts or omissions of government or military authority, acts of God, material shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes beyond the reasonable control of the Contractor, so long as the Contractor uses its best efforts to remedy such failure or delays (a "Project Delay"). In the event of a Project Delay, the date for performance of the services will be extended by the time necessitated by the delay. A Notice of Delay shall be provided to the Client from the Contractor for any such delay. Client is cautioned that the failure of Client to make selections in a timely manner may extend the Project Time and may be treated as a Project Delay. C. Cost Increases As A Result of Project Delay. If the Contractor experiences an increase in cost as a result of a Project Delay, the increased costs, together with mark-up of \$50 per day, shall be paid by the Client. Contractor shall notify Client

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of such increase at the time the increase occurs. Contractor shall furnish the Client with documentation to verify such increased costs.

**SUPERVISION OF WORK** - Client agrees that the direction and supervision of the working forces rest exclusively with the Contractor, and Client agrees not to issue any instructions to, or otherwise interfere with the same. The Client shall adhere to all safety requirements posted at the Project Site and take all necessary precautions to insure the Client's safety and any other individual in the proximity of the Work. Contractor shall not be responsible for any injury to Client or any guests of the Client while at the Project Site. CAUTION: A PROJECT SITE CAN BE A DANGEROUS PLACE. The Client further agrees not to negotiate for additional services with workforce except with the Contractor's prior written consent and in such manner as will not interfere with the Contractor's completion of the Work under this Agreement. Client agrees to maintain access for Contractor at the Project Site, to keep the Project Site free from obstructions and conflicting work, and to obtain written permission for Contractor to gain access through adjacent property, if required by Contractor to do so. Client shall be solely responsible for all risk, shall hold the Contractor harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access, excluding intentional or reckless conduct attributable to Contractor.

**PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE** - Client agrees to remove and protect any personal property inside and outside the Project Site prior to the start of the Work and shall be responsible to return the items after Substantial Completion. Contractor shall take reasonable efforts to avoid damage to existing property and in such event shall not be responsible for damage to Client's property whether caused in whole or in part by the Contractor, its employees or subcontractors, or their suppliers in the performance of Work or in the delivery of materials at the Project Site, excluding intentional or reckless conduct attributable to Contractor.

**CLIENT'S WORK** - Unless stated to the contrary, the Client shall be responsible for all landscaping and other site conditions at the Project Site, including finish grading, drainage, soil slippage or sinking, repair of equipment access routes and the construction area, or any other site conditions that may exist. If material or labor furnished or installed by Client or third parties contracted by Client cause loss of time or additional work for Contractor, then the Client shall pay to the Contractor the costs resulting from any additional work or lost time. Contractor is not responsible for failures or defects that result from work by Client or Client's employees, whether occurring before or after commencement or completion of work under the Agreement. The Client further agrees not to negotiate for additional services with workforce except with the Contractor's prior written consent and in such manner as will not interfere with the Contractor's completion of the Work under this Agreement. Client is responsible for determining that any party other than Contractor and its employees, subcontractors and material suppliers who performs work and/or supplies material carries appropriate insurance.

**FACILITIES & UTILITIES** - Client shall provide electric power, water, telephone, and toilet facilities for use by the Contractor and its employees, subcontractors and material suppliers. Storage of materials and storage of Contractor's equipment shall also be provided by Client at the Project Site. All utility connections and service charges, if any, shall be paid by the Client.

**WORK STOPPAGE** - Should the Work be stopped by any court or public authority, by the Client's instructions, or by Client's failure to fulfill any obligation under this Agreement, the Contractor shall then have the right to stop Work (a "Work Stoppage"). The parties shall make a

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good faith effort to resolve any and all causes of a Work Stoppage. Contractor is entitled to collect payment for the value of all Work completed and materials ordered as of the date Work is stopped, plus Contractor's profit to date of Work Stoppage. Client's unreasonable failure to sign Change Orders or Client's failure to make payment, or any other cause beyond Contractor's sole control, shall also be cause for Work Stoppage by Contractor. A Work Stoppage shall not extend the time of any warranties that were given to the Client under this Agreement.

**TERMINATION** - Should a Work Stoppage remain unresolved, the Contractor shall have the right to terminate the Agreement. If Contractor elects to terminate, the Contractor must notify the Client in writing via certified mail, return receipt requested. If the Contractor terminates the Agreement, the Contractor need perform no further Work. If the construction on the Project Site has, at the point of termination, reached the stage of Substantial Completion, the Client shall immediately pay to Contractor the entire contract price, including Change Orders, less amounts previously paid. In the event that termination of the Agreement occurs prior to Substantial Completion, the Client shall immediately submit payment to Contractor for all Work performed to date, and materials ordered or delivered, together with a markup of the amount equal to that indicated in the signed Agreement. If Contractor is collecting monies for time and material costs, the Contractor must provide documentation to justify the charges. The termination of the Agreement may void warranties given to the Client under the Agreement or in any other contract or document.

**CONSTRUCTION MATERIALS** - Client agrees that Contractor may substitute general material sizes, grades, weights or other distinguishing characteristics or features that will perform to industry standards, except for brand name or model items that are specifically identified. Where new materials are to be matched to existing construction, Contractor shall make reasonable efforts to do so using standard materials from local suppliers, but does not guarantee a perfect match. Client understands and agrees that exact duplication of colors, textures and finishes may not be achieved. Client further understands and agrees that because of the natural characteristics of building materials, perfect surface finishes cannot be achieved; wood shrinks, swells and cracks; plaster, drywall, masonry, asphalt and concrete crack, peel and pit; and condensation normally occurs on material surfaces exposed to moist air. Excess materials delivered to the Project Site and/or materials not physically attached to the structure after Substantial Completion of the Work contemplated by this Agreement shall remain the property of the Contractor. Client-Supplied-Materials: Although reasonable care shall be utilized, the performance, condition, or damage of Client-supplied-materials or fixtures before, during or after construction shall be the sole responsibility of the Client, excluding intentional or reckless conduct attributable to Contractor.

**WARRANTY** - As the exclusive warranty under the Agreement, and conditioned upon Contractor's receipt of Final Payment, Contractor's Work shall be warranted under the following provisions: The Work completed under the Agreement shall be warranted by Contractor to be free from defects for a period of one month from the date of installation of equipment and from the date of Substantial Completion for all other Work and materials.

Contractor specifically excludes from warranty coverage and accepts no responsibility for: (i) defects in appliances, equipment, and materials covered by manufacturers' warranties; (ii) damage from ordinary wear and tear, or Client's lack of proper maintenance; (iii) items not installed by Contractor or its subcontractors or provided by their material suppliers; (iv) damages

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caused by weather conditions; and (v) conditions resulting from expansion or contraction of materials. Contractor shall have no obligation to perform additional work unless and until Final Payment in full is received by Contractor pursuant to the terms of this Agreement. There are no other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose or habitability. Contractor is not liable for incidental or consequential damages of any sort. The Client's sole remedy against Contractor for the Work performed under the Agreement and any damages arising out of it, shall be limited to the warranty set forth above. Contractor does not warrant work performed by the Client or Client's subcontractor. Work performed by the Client or Client's subcontractor which causes damage to any Work performed by Contractor may void the Contractor's warranty.

**DISPUTES AND RESOLUTIONS** - The following provisions apply to any dispute between the parties arising out of or relating to this Agreement, including, but not limited to: the meaning of this Agreement; the enforceability of this Agreement; the rights or obligations of any party under this Agreement; claims against any officers, owners, shareholders, directors, employees, successors, members, or agents of Contractor; the performance of any aspect of this Agreement or the construction work, or any disagreements regarding charges for changes; and any other dispute arising from this Agreement.

**SIGNATURES** - The *agreement* of either Client (if more than one) subsequent to the signing/payment of this Agreement shall be sufficient for all purposes under the Agreement, including Change Orders, if any

Please note: These rates apply only when work is being charged on a time and materials basis. Contractor reserves the right to adjust these rates in accordance with the prevailing wage rates at the time of the performed labor.

I Home Owner

have read this Agreement carefully before making payment to the Contractor signing and hereby acknowledge receipt of a copy hereof. We agree to the terms and conditions of this Agreement and acknowledge receipt of the Dbmservices LLC Standard Services Agreement Terms and Conditions.

*Please Contact Us Today at Dbmservices.biz, Dbmservicesdotbiz@gmail.com or Give us a call at (240) 423-5414, (240) 765-9393.*

(Contractor/Customer should fill out this Part and sign)

CONTRACTOR:

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DATE:-

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HOME OWNER:-

DATE:-

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