

**McKinney Consulting Services**  
214-548-2532 mcs910211@gmail.com  
**Home Improvement Work Agreement**

Property Address: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Estimate Number: \_\_\_\_\_

City: \_\_\_\_\_ Texas  
Projected Start Date: \_\_\_\_\_  
Estimated Time Line: \_\_\_\_\_

**Definitions:** MCS means McKinney Consulting Services Co. LLC and/or any person performing the agreed upon work and/or employee or sub-contractor of the aforementioned. Client means person(s) named above and everyone related to this specific job at the above listed address.

**Estimate:** MCS will perform agreed upon work at the property listed above for the price(s) listed on the estimate(s) and on the specified dates unless changed by either party in advance. Client agrees to pay the deposit fee, if listed, prior to project start date. All deposits are Non-Refundable. The agreement will be sent via e-mail along with any accompanying estimates. Because email can sometimes fail, Client agrees to contact MCS if the agreement has not been received.

**Project Scope:** The proposed project(s) or work is limited in time and scope to the specifics of the estimate. As with any remodeling, renovation or project work on a home, there can be unforeseen issues which may be discovered at any time during the project especially during or after demolition. Specified items, such as but not limited to, plumbing, electrical, structural, water / moisture penetration and foundation issues may require additional repair needs that are beyond the scope of the initial estimate.

MCS agrees to disclose any additional labor and/or material costs associated with performing required or requested additional work not listed on the original estimate, prior to beginning any such work. MCS agrees to provide client with a written addendum estimate on any additional work. Client and MCS must agree on any additional charges / fees before work proceeds.

**Change Orders:** In the event the client requests changes in the work being performed by MCS, a new estimate for any additional charges will be provided and must be agreed upon by both parties before MCS proceeds with any additional work listed on a change order. Client agrees that additional work may require a deposit prior to onset of said work.

**Personal Belongings:** MCS does not move personal belongings for access to and/or in designated work areas. It will be the client's responsibility to move any item(s) designated by MCS, to allow a safe and adequate work area and the required access pathway to and from any such work area. This includes, but is not limited to; appliances, furniture, electronics, pictures, or clothing, etc... Client is responsible for returning any moved item(s) to their original or desired position upon completion.

**Work Area:** Client should be aware that working inside a home to complete renovation or a home project, essentially constitutes a "Construction Zone" which includes the work area, access pathways to and from the work space, and any area in the home where tools and/or supplies are stored including any debris for later removal. **At times during the process, this area can be hazardous to walk through and/or near.** Client agrees to refrain from entering any work area during the project process. MCS **IS NOT** responsible for any injury or death to the client or any person(s) within the construction zone. Client agrees that only MCS personnel are to be within any working area unless escorted by a MCS representative. Client acknowledges construction work of any kind results in dust, dirt and debris. MCS will make diligent efforts to maintain a reasonably clean area. Client is responsible for cleaning any area(s) of the home affected by construction dust and dirt upon completion of the work.

**Special Order Materials:** Client agrees that MCS does not "Promise or Guarantee" the project will be completed by the proposed time line If 1) There are any delays on receiving ordered item(s) which have been specially ordered by any entity related to this job. 2) Additional work is required or requested by either party. Unforeseen or additional work will most likely require additional time to complete.

**Disclosures:** Electrical and/or plumbing work may be included as part of the work connected with this project. MCS can perform most electrical and/or plumbing work with confidence and in a professional manner abiding by typical national code requirements. **Client understands that MCS workers ARE NOT licensed electricians or plumbers.** Should client request licensed trade work in these areas, MCS agrees to work with client and a licensed contractor as per the client's request. **Client agrees the use of licensed trades will increase the costs of work performed to cover any licensed trades fees for labor and materials, permit applications and/or inspections.**

Should Wood Destroying Insects and/or mold be discovered during any phase of the project, client agrees: A) to have the affected area(s) inspected and repaired by an industry professional such as an exterminator or mold expert. B) Pay any and all associated costs for mitigation of any related condition. C) Agree the project will be delayed or on hold until such mitigation or treatments are completed. MCS is not responsible for any costs involved with relayed mitigation and/or associated repairs such as but not limited to Mold or Pest discoveries.

In the event of a dispute, prior to taking any action, legal or otherwise Client agrees: (a) to allow MCS to inspect the disputed condition and offer repair or improvement solutions (b) to not disturb or repair the disputed item prior to an inspection or repair by MCS except in cases where injury or subsequent property damage may occur. (c) To pay all of MCS expenses if they do not prevail on all claims against MCS. Client agrees any dispute shall be submitted for final and binding arbitration under the Rules and Procedures of a mutually agreed Arbitration Services company pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code.

**Warranty:** MCS warranties all work performed for a period of one year (12 months) from the completion date of the project. MCS does not warranty any item purchased by the client. It is the client's responsibility to seek a warranty settlement with manufacturer or original place of purchase for items with material defects.

**Final Payment:** Final payment(s) are due upon satisfactory completion of the listed project. Final payment(s) are described as but not limited to - remaining estimate balance and agreed upon additional fees.

**LIMITATIONS OF LIABILITY:** Client understands and agrees: (a) That the labor fee paid to MCS is small relative to the liability associated with performing home renovation work and that without the ability to limit liability, MCS would be forced to charge Client much more than the fee agreed upon; (b) Client agrees that MCS and MCS insurance total liability is limited to the amount of the insurance coverage less any legal fees incurred by MCS; (c) Client is advised to consult an attorney if they do not understand the effect of any contractual term contained in this agreement or any attachments before a binding agreement regarding the project occurs. (d) Client acknowledges that the services provided by the Contractor fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.

BY UNDERSIGNING BELOW, CLIENT WARRANTS A COMPLETE UNDERSTANDING OF THESE TERMS AND CONDITIONS, LIMITATIONS OF LIABILITY STATEMENT AND AGREES WITH THE LISTED WORK DESCRIPTION(S), TIME SCHEDULE, RESTRICTIONS AND PRICING CONTAINED WITHIN THE ESTIMATE. CLIENT AGREES THE DEPOSIT IS NON-REFUNDABLE. IF THIS IS A JOINT PURCHASE, CLIENTS SIGNATURE WARRANTS EXPRESSED CONSENT AND AUTHORITY TO SIGN FOR ALL UNSIGNED PARTIES.

**Client Signature X** \_\_\_\_\_ Date \_\_\_\_\_ Deposit Required \$ \_\_\_\_\_  
(IF THIS IS A JOINT PURCHASE, SIGNEE REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES) (Deposit is Non-Refundable!)

Contractor Signature Mark McKinney Date: \_\_\_\_\_ Estimate Total \_\_\_\_\_