



AGREEMENT

Between

Owner:

Telephone:

Address:

email:

And

Menno S. Martin Contractor Limited

Project Manager:

1. DESCRIPTION OF WORK:

Contract Price (Including 13% HST): Discrepancies and omissions in the Contract Documents, site conditions, etc., and any work requested in variance to the drawings are considered Extra to the Contract, and shall not be included in the Contract price.

2. PAYMENT:

A Deposit of 20% to be made upon signing of the Contract. During construction, progress billings shall be submitted and paid for as outlined below:

20% Deposit
30% First Day of Work
40% on Start of Drywall
10% on Completion

INTEREST OF 2% PER MONTH (24% PER YEAR) TO BE CHARGED ON OVERDUE PAYMENT. All payments to be made to the Contractor not to Sub-Contractors and any payment to a Sub-Contractor shall be deemed payment to the Contractor.

3. EXTRAS OR DELETIONS:

Additional items or deleted items shall be calculated and agreed upon at the time with written Change Order Agreements. Change Orders shall be paid at time of approval.

Menno S. Martin Contractor prohibits solicitation of its Employees to perform work beyond the Scope of this Agreement.



4. **STANDARDS OF WORK:** The Contractor shall protect home owner's property, and adjacent property, from damage occasioned by the construction and completion of the Contractor's work.

The Contractor agrees to supply all labour, materials and supervision to complete the work, and agrees to undertake all work diligently in a good and workmanlike manner, in accordance with good quality residential standards and in compliance with the Ontario Building Code, Ontario Hydro Inspections, Municipal Building, Plumbing, Heating Inspections and all other authorities having jurisdiction.

5. **HAZARDOUS MATERIALS:** The removal and disposal of any hazardous materials including but not limited to asbestos is not included in this contract unless specifically mentioned in the scope of work.

The Owner accepts that there may be inconveniences from time to time and the Contractor agrees to keep such inconveniences to a reasonable minimum. The Contractor agrees to keep the project site orderly and free of debris at all times. There is always some dust that migrates to areas beyond the project area.

6. **INSURANCE:** The Contractor agrees to provide builder's risk insurance in effect to the amount of **\$5,000,000.00** liability, including general liability insurance and automobile liability insurance.

The Contractor agrees to keep in good standing with the Workplace Safety and Insurance Board (WSIB).

The Owner agrees to provide fire and comprehensive insurance covering the total building and renovation work and \$1,000,000.00 Third Party Liability Insurance and to notify his insurance company that the Contractor is doing work upon his premises specifying the value of the Contract.

7. **SIGNS:** The Owner agrees to permit the Contractor to display a sign on the project site until completion.
8. **DISPUTES:** The Owner and the Contractor agree to resolve any disputes, if any, in a reasonable manner. If a dispute cannot be resolved then both parties agree to accept a third party to arbitrate, namely The Better Business Bureau.

The failure of either party to abide by this Agreement shall give the other party the right to terminate this Agreement without taking recourse through arbitration. The party not in default shall give written notification detailing the default and shall serve that written notice upon the other party. In the event that the default has not been remedied within seven days of service to the Notice of Default, the party not in default shall have the right to terminate the Agreement by written notice served on the defaulting party provided above or by sending a copy of the written notice by registered mail to the defaulting party at the address provided in which case the notice will be deemed to have been given on the fourth day following the date of mailing.

9. **WARRANTY:** The Contractor hereby warrants materials and workmanship provided pursuant to this Agreement for a period of five years from substantial completion. The Owner agrees to hold the Contractor harmless from defects in the existing building whether hidden or otherwise, from acts of the Owner and others.

Roof Shingle Warranties are limited to the warranty supplied by the shingle manufacturer.

ACCEPTANCE

Owner: Date:

Menno S. Martin Contractor Limited

Per: Date: