



951.684.4543 -  
796 Palmyrita Ave., Riverside, CA 92507 - [mjremodel.net](http://mjremodel.net)

### TERMS AND CONDITIONS

1. It is agreed that the drawings and specifications mentioned in this Contractor Agreement and annexed hereto are the final drawings and specifications of the Works and form an integral part of this Agreement. It is furthermore agreed that there shall be no additions or variations to the said drawings and / or specifications without the consent of the other party first having been obtained. The drawings are 90% of what final project will look like since design is made before demolition is done.

**PAYMENT:**

- 2. MJ REMODEL shall be entitled to receive progress payments as the Works proceed in accordance with the provisions set out hereunder:
  - 2.1. Any installment not paid on the due date shall bear interest thereon at a rate of 2% greater than the minimum lending rate charged by commercial banks to their clients which interest shall accrue as from the due date for payment.
  - 2.2. Project price will be given in Labor and Material amounts totaling to complete cost of project. Sales taxes will be collected on Material cost.

**COMMENCEMENT AND COMPLETION:**

- 3. Possession of the Property's work area shall be given to MJ REMODEL on \_\_\_\_\_
- 3.2. The date of completion shall be the date on which the Works is completed and when the Property has been cleared of all rubble and building debris as generated during construction.
- 3.3. If completion of the Works is delayed as a result of major or unforeseen circumstances, including but not limited to any strike, lock out, shortages of materials, riot, political or civil disturbance, exceptionally inclement weather or any variation, act or omission on the part of the Owner or any other cause beyond MJ REMODEL's control, then:
  - 3.3.1. the Owner shall not for such reason have any claim against MJ REMODEL whether for damages or otherwise;
  - 3.3.2. MJ REMODEL shall be entitled to a fair and reasonable extension of time for the completion of the Works.

**INTERFERENCE:**

4. The Owner shall not have the right, either personally or through his agent, to issue instructions to, or interfere, hinder or obstruct any of MJ REMODEL's workmen, any sub-contractors employed on the Works or other persons employed by or acting on behalf of MJ REMODEL.

- 4.1. Should MJ REMODEL incur any expense or loss beyond that provided for in, or reasonably contemplated by this Contractor Agreement due to the actions on the part of the Owner as described in Clause 4, then the value of such expense or loss shall be assessed between the Owner and MJ REMODEL and such agreed value shall be paid to MJ REMODEL on completion of the Works.
- 4.2. Any type of change necessary or desired will be requested in writing to MJ REMODEL and subject to approval by project leader

**OWNER'S DEFAULT:**

- 5. If the Owner does not pay MJ REMODEL as provided for in Clause 2 or is in default in any other manner, MJ REMODEL shall be entitled to forthwith cease work under this agreement until the Owner has made payment or until such default has been rectified.
- 5.1. The time during which such Works shall cease shall operate as an extension of the time for completion of the Works.

**CONTRACTOR'S DEFAULT:**

- 6. If MJ REMODEL shall make default in any of the following respects
  - 6.1. without reasonable cause wholly suspend the Works before completion, or
  - 6.2. Refuses to proceed with the Works with reasonable diligence

**MATERIALS IN SHORT SUPPLY:**

7. In the event of any of the materials set out in the Specification hereto being in short supply or unavailable for an unreasonable amount of time, then the Owner shall select substitute material of a similar quality from amongst like material readily procurable by MJ REMODEL. Any difference in price shall be for the account of the Owner.

**RIGHT TO CANCEL:**

8. Either party shall have the right to cancel this Contractor Agreement within 1 (one) day of signing it without incurring any penalties whatsoever. Cancellation must be in writing and delivered to the stated address of the other party.

**WARRANTY**

9. All labor is under warranty for 2 years due to laboral defects. Natural wear-and tear, accidents, and acts of God not covered. Materials carry their own Manufacturer's warranty.

**ENTIRE AGREEMENT:**

- 10.1. This agreement and any exhibit attached constitute the sole and entire contractor agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.
- 10.2. No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is:
  - 10.2.1. In writing;
  - 10.2.2. Agreed to by both parties;
  - 10.2.3. Signed by both parties.
- 10.3. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.
- 10.4. No party may cede any of its rights or delegate or assign any of its obligations in terms of this contractor agreement without the prior written consent of the other parties.

MATERIAL \$ \_\_\_\_\_

10% When Contract is Signed \$ \_\_\_\_\_

TAX \$ \_\_\_\_\_

30% on Commencement of work \$ \_\_\_\_\_

LABOR \$ \_\_\_\_\_

30% upon delivery of material \$ \_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_

30% on receipt of contract & labor \$ \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(Home-Owner)

SIGNATURE \_\_\_\_\_  
(MJ Remodel Representative)