

Construction Contract

This agreement is made by Brian Washington (Contractor) and (Owner) on the date written beside our signatures.

Contractor

Brian Washington
26A Quincy Street
Rochester, New York 14069
Work Phone Number: 585-298-0835
Email Address: eramos199@aol.com

Brian Washington is operating as a limited liability company in the state of New York.
Brian Washington will be referred to as Estimator throughout this agreement.

Owner

New York

Owner authorizes Estimator to request a consumer credit report on Owner from a consumer credit reporting agency operating compliance with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Information on that credit report will be kept confidential.

The Construction Site

New York

I. Project Description

A. For a price identified below, Estimator agrees to complete for Owner the Work identified in this agreement as the PROJECT COST.

II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Estimator the following for completing the Work described as the PROJECT COST:

For the cost of labor as defined in this agreement.

For the cost of materials as defined in this agreement.

For the cost of Subcontract Work and services as defined in this agreement.

For the cost of equipment as defined in this agreement.

For the cost of overhead as defined in this agreement.

Plus a fee of 0.05 percent of the total cost.

1. The maximum cost to Owner under this agreement shall not exceed \$0.00 plus any Change Orders approved by Owner. This is the guaranteed maximum price. If the cost to Owner is less than the guaranteed maximum price, cost savings will be shared as follows: Estimator will pay 100 percent of the cost of completing the Work that exceeds the guaranteed maximum price.

III. Finance Charge

A. This contract includes a finance charge of \$300.00.

IV. Scheduled Start of Construction

A. Work under this agreement will begin any time after this contract is signed by Estimator and Owner.

V. Scheduled Completion of Construction

A. Work under this agreement will be completed in a reasonable time, consistent with the schedule of Estimator.

B. Owner and Estimator have determined that a definite completion date is not the essence of this agreement.

C. The following contingencies may materially change the estimated completion date:

Inclement weather or other Force Majeure

Shortage of skilled labor or necessary materials

Failure to gain permits or required approvals

Other factors beyond control of Estimator

Estimator is injured, or detained, and cannot perform estimation.

VI. Documents Incorporated

A. This agreement incorporates by reference certain disclosures and notices required by federal and state law. The following documents are incorporated as though included in full as part of this agreement.

Thermal Insulation Disclosure

Notice of Right to Cancel under Regulation Z (in duplicate)

B. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

1. Plans

Plans dated 2/21/2019.

Consisting of 7 sheet(s).

Prepared by Eramos Merchants.

Last changed on 4/27/2019.

And further identified as Brian W..

2. Specifications

Specifications dated 2/21/2019.

Consisting of 7 sheet(s).

Prepared by Owner.

Last changed on 2/23/2019.

And further identified as Changes to consider.

3. Proposal (Estimate or Bid)

Proposal (Estimate or Bid) dated 5/1/2019.

Consisting of 7 sheet(s).

For the amount of \$26,642.53.

Entitled New Room Estimation.

And further identified as Brian W..

Reference to Estimator's proposal dated 5/1/2019 is for convenience only. Other Contract Documents identify the Work to be completed under this agreement.

4. Detailed Drawings

Detailed Drawings dated 4/25/2019.

Consisting of 7 sheet(s).

Prepared by artitecture .

Entitled Plot Plans.

And further identified as New Room Drawing Estimation.

5. General Conditions

6. Special Conditions

7. Letter of Acceptance

Letter of Acceptance dated 4/23/2019.

Consisting of 7 sheet(s).

8. Schedule

Schedule dated 4/23/2019.

9. Blueprint

Defined as Squarefootage of the property by rooms.

VII. Ownership of Plans

A. Plans, Drawings, Specifications and copies prepared for use in construction under this agreement are the property of Estimator. Estimator retains all common Law and statutory rights to these Plans, Drawings and Specifications. Owner agrees that these documents will not be used on any other project and, with the exception of one record set to be retained by Owner, will be returned to Estimator on request.

VIII. Plans on Site

A. Estimator will maintain at the construction site a copy of all Plans, Addenda, Change Orders, supplemental Drawings, written directives, approved Submittals, Inspection reports and an updated schedule. At all reasonable times, these documents will be made available for review by authorized personnel.

IX. Documents Supplied to Contractor

A. Owner will furnish to Estimator at no cost:

1. One full set of Plans and Specifications for all trades, on paper.

If Estimator needs additional Plan sets, Owner will furnish those Plan sets to Estimator at the actual cost of reproduction plus delivery.

2. A full set of Plans and Specifications for all trades in electronic format.

3. A project manual in electronic or paper format.

4. 7 copies of Blueprint, acceptance letter, consideration.

5. Blueprint, acceptance letter, consideration
6. Estimator will distribute Contract Documents as required by Subcontractors.

X. Scope of Work

A. Estimator shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the PROJECT COST in compliance with the Contract Documents.

XI. Survey

A. Owner will provide Estimator with all relevant site information available to Owner, such as information about soil conditions, easements, utility lines (whether on or adjacent to the site), floodplain maps, fault maps, and existing improvements. These are not Contract Documents and Owner makes no warrant on the accuracy of information provided to Estimator under the terms of this paragraph.

B. Owner will provide a legal description for the Job Site and the assessor's parcel number.

C. Before Work begins, Estimator shall locate all existing improvements and all utility lines on the Job Site, including phone, electric, cable, gas, water, sewage, and drainage. Estimator is responsible for any damage done to existing lines, cables, pipes, conduit, and improvements.

D. Upon Substantial Completion, Estimator will provide to Owner a copy of a survey by a licensed surveyor or engineer showing the Job Site in plan view as actually completed with distances to adjoining property lines, easements, and utility lines indicated.

XII. Layout

A. Estimator shall ensure that dimensions, levels and alignment conform to Project Plans and will correct any error in layout at no cost to Owner so long as the error is not due to inconsistency or ambiguity in the Contract Documents.

B. Estimator shall locate and measure existing improvements on the Job Site to ensure accurate fabrication, assembly, and Installation of new Work in correct relationship, alignment, and connection to the existing structure, as described in the Contract Documents.

XIII. Employee Relations

A. Estimator will allow only qualified, careful and skilled personnel to do the Work. Each worker shall have the appropriate license, certification or experience necessary to complete the tasks assigned.

B. Any worker employed on the PROJECT COST by Estimator or by any Subcontractor who, in the opinion of Owner, is not careful and competent, does not perform Work in a proper and skillful manner, or is disrespectful, intemperate, disorderly, or neglects or refuses to comply with directions given, or who abuses drugs or alcohol, possesses contraband, harasses or is belligerent toward other employees shall, at the written request of Owner, be discharged from the PROJECT COST by Estimator or Subcontractor and shall not be employed again in any portion of the Work without written consent of Owner. Should Estimator or a Subcontractor continue to or again employ anyone on the PROJECT COST subject to a request under this paragraph, Owner may suspend Work until the request for discharge is honored. Any issue or circumstance relating to or resulting out of this

paragraph shall not be construed or interpreted as interference with the responsibility of Estimator to determine the means, methods, techniques, sequences and procedures required to complete the PROJECT COST as described in the Contract Documents.

XIV. Owner's Responsibilities

A. Owner will respond in writing and with reasonable promptness to written requests from Estimator for information relevant to completion of the Work. Owner will identify a Representative qualified to respond to questions from Estimator when Owner is not available. Estimator is authorized to rely on written responses from Owner and the identified Representative.

B. On request of Estimator, Owner shall provide clear and convincing evidence that Owner has access to funds committed to payment of the unpaid balance of the Contract Price. Owner shall inform Estimator of any significant change in the availability of funds committed to make payments required under the Contract Documents. Failure of Owner to comply with the terms of this paragraph shall relieve Estimator of the obligation to begin or continue the Work.

C. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Estimator or Subcontractors except as provided under this agreement.

D. Owner will coordinate the Work of Separate Contractors on the Job Site to ensure that Work under this contract can proceed without interference. Owner affirms that contracts with Separate Contractors require their cooperation with Estimator.

XV. Construction by Others

A. Owner shall neither hire nor retain Separate Contractors, Subcontractors, employees or agents of Owner to perform Work on the Job Site while Work is being done under this agreement by Estimator.

XVI. Representations by Contractor

A. The Contract Price is based on Estimator's careful evaluation of Plans, Specifications, Contract Documents, local conditions, including availability of labor, material, equipment, and transportation, the kind and character of soil and terrain, all available reports and tests on soil conditions, Work to be performed by Owner or Separate Contractors, environmental and historic preservation considerations, applicable Code Requirements, climatic conditions, and other local conditions that may affect cost to Estimator or duration of construction.

B. Estimator shall use skill and attention to complete the Work in a timely manner consistent with the Contract Documents.

C. Based on a thorough evaluation of the Contract Documents, the Job Site, and all conditions that may affect construction cost and duration, Estimator affirms that the Contract Price and Contract Time are fair and reasonable for completion of the PROJECT COST.

D. Owner has reported to Estimator all conditions known to Owner which may not be apparent to Estimator and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

E. Estimator affirms that the company is financially solvent, licensed, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents.

F. Estimator will only complete estimation cost on subject property in the contract, or specific task mentioned in contract.

XVII. Disclaimer by Owner, Reliance by Contractor

A. Estimator acknowledges that information offered by Owner on subsurface or concealed conditions or structures at the Job Site represent only the opinion of Owner based on limited knowledge and understanding and is not part of the contract. Owner disclaims the accuracy of information provided to Estimator.

XVIII. Payment Plan

A. Owner will pay to Estimator the Contract Price at completion of the Work.

XIX. Cost-Plus Reimbursements

A. General Requirements

1. Applications for payment shall be based on entries in a job cost accounting system maintained for the PROJECT COST by Estimator. Reports generated by the accounting system shall make it easy to reconcile payments by Owner against applications for payment by Estimator. Every charge in each application for payment shall be supported by a paper or electronic copy of a paid invoice, receipt, cancelled check, voucher or ledger entry and archived in a file maintained by Estimator and available for Inspection during normal business hours by Owner.

2. Applications for payment shall be accompanied by copies of invoices, receipts, cancelled checks, vouchers and ledgers which validate each charge in the application for payment.

3. On requests of Owner, Estimator shall make all payment records on the PROJECT COST available for audit by a representative of Owner. Records shall be available for audit during regular business hours for the duration of the Project and until 4 years after the date of final payment under this contract.

4. Unless caused by negligence of Estimator or someone acting on behalf of Estimator, Owner shall reimburse Estimator for expenses associated with handling temporary emergencies that endanger life, health or property on the Job Site, making repairs, remedying Defects and removing Defective Work. However, no reimbursement shall be made for any loss covered by insurance.

B. Reimbursement of Labor Costs

1. Owner shall reimburse Estimator for all labor expenses reasonably necessary to complete the PROJECT COST, including the expense of construction craft personnel working on the Job Site and field office staff as authorized in this contract. Reimbursable Labor costs shall include salary and wages, payroll taxes, insurance based on payroll, pension, profit sharing and ESOP contributions based on payroll, sick pay, vacation pay, medical, dental and life insurance expense, relocation costs, travel pay and subsistence. Reimbursement shall be made for all Labor expenses actually paid by Estimator for work performed on the Job Site and, with prior approval of Owner, for Work performed at designated workshops, facilities or fabrication yards away from the Job Site. Reimbursable tasks shall include demolition, removal, dismantling, cleanup, repair and construction

of all temporary and permanent structures reasonably necessary to comply with Requirements in the Contract Documents.

2. The following positions are the maximum authorized field office staff positions reimbursable under this contract:

One Project Secretary
Assistants

3. Between the Date of Commencement and Substantial Completion, costs for field office staff shall be reimbursable starting when each staff member begins Work at the Job Site and ending when each staff member leaves for the calendar day. Charges for field office staff will be non-reimbursable when not present on the Job Site during any Work Day. Any charges to Owner for payroll taxes, insurance, bonuses, fringe benefits, holiday or vacation time, sick time, retirement contributions, travel and subsistence for field office staff shall be limited to amounts actually paid by Estimator.

4. Wages, salaries and benefits of construction personnel and field office staff shall be comparable to pay and benefits of employees with Similar skills and responsibilities working on Similar construction projects in the area. Estimator shall accept no gratuity, gift or kickback from any employee or prospective employee without prior written approval of Owner.

5. Overtime wages paid to hourly or salaried construction personnel shall be reimbursable only if approved in writing in advance by Owner. Reimbursement will be at the overtime rate actually paid. If overtime Work is required as a result of Inexcusable Delay caused by Estimator or anyone responsible to Estimator, the overtime premium or shift differential portion of payroll expenses and the related labor burden costs for overtime Work will be non-reimbursable.

6. Prior to making any application for payment which includes a payroll burden markup rate for any class of employees, Estimator shall submit a detailed description of how the proposed rate has been computed, including charges for payroll taxes, payroll insurance and employee benefits. Prior to Final Completion, Estimator shall prepare and submit to Owner a reconciliation of estimated and actual payroll burden costs and include the appropriate adjustment in the final application for payment.

7. Applications for payment shall reflect only the proportionate share of FICA, Medicare, state and federal unemployment insurance taxes actually paid by Estimator.

8. Estimator shall disclose to Owner in writing if insurance is purchased through any subsidiary, affiliate or parent company, or if Estimator is self-insured. The cost of insurance is reimbursable only to the extent that insurance cost is comparable to what other construction contractors doing Similar Work, with Similar loss ratios and with Similar experience modifiers, actually pay for Similar coverage.

9. The costs of labor union membership benefits are not reimbursable to Estimator.

C. Reimbursement of Material Costs

1. Except as provided elsewhere in this contract, the cost of all materials reasonably necessary to complete the PROJECT COST shall be reimbursable expenses and shall be included by Estimator in applications for payment. Cost of materials shall include sales or use tax on materials, tariffs, duties, consumable supplies, small tools, delivery expense, insurance premiums on materials when actually paid by Estimator and all other related costs when approved in advance by Owner.

D. Reimbursement of Equipment Costs

1. Except as provided elsewhere in this contract, the cost of all equipment expenses reasonably necessary to complete the PROJECT COST shall be reimbursable expense and shall be included by Estimator in applications for payment. Reimbursable equipment expense shall include the rental cost of machinery and equipment, small tools, temporary facilities and structures, the cost of moving rented equipment and temporary facilities to and from the Job Site, the cost of Installation, erecting and dismantling, and minor repairs made to equipment, machinery and temporary facilities at the Job Site.

E. Reimbursements of Overhead Costs

1. Owner shall reimburse Estimator for all overhead expenses reasonably necessary to complete the PROJECT COST. Overhead expenses shall be billed to Owner based on estimated amounts approved in advance by Owner and reconciled with actual expenses before the date of Final Completion. The difference between estimated and actual overhead cost shall be debited or credited in the final payment to Estimator.

2. Overhead of Estimator shall mean all costs of doing business not associated with any particular construction Project. Overhead includes home office rent, home office insurance, supplies, utilities, office equipment and furnishings, shipping and transportation, advertising, general management, technical services, estimating, selling, accounting, bookkeeping, business licenses and taxes (except income taxes), professional and clerical fees and engineering services. Overhead for the PROJECT COST shall be calculated using the ratio that Work on PROJECT COST bears to all Work undertaken by Estimator during the period of construction. Multiply that ratio by the total overhead cost during the period of construction to find the reimbursable overhead expenses of Estimator under this contract.

XX. Audit of Records

A. Accounting books and records of Estimator shall be available for Inspection and copying by Owner or a person authorized by Owner during normal working hours at a place of business designated by Estimator. Records made available shall include both electronic and paper versions of accounting records, receipts, vouchers, purchase orders, Subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, written policies and procedures, Change Order files (including documentation on negotiated settlements), payroll ledgers, record of allocation of overhead expense, and other documents which relate to the Work.

B. Accounting books and records of Estimator shall be retained for Inspection and copying by Owner for a period of 3 years after Final Completion.

XXI. Interest

A. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at the prime rate as reported in The Wall Street Journal column Interest Rates and Bonds or, if no longer reported therein, the base lending rate for consumer loans at city banks.

B. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.

C. Any interest which remains unpaid at the end of any 30-calendar day period shall be added to the principal amount due and thereafter shall accrue interest at the same rate as the principal.

XXII. Grounds for Withholding Payment

A. Owner may withhold payment due Estimator for Defective Work which has not been corrected in compliance with terms of this agreement.

B. Owner may withhold payment due Estimator when reasonable evidence exists that the PROJECT COST cannot be completed for the unpaid balance of the contract amount. Inability to complete the Project for the unpaid balance shall not constitute grounds to withhold payment if Estimator has provided a completion Bond from a licensed Surety guaranteeing completion of the PROJECT COST.

C. Owner may withhold from payments due Estimator a sum adequate to reimburse Owner for any damage suffered by Owner or for which Owner may be liable and which was caused by an act or neglect of Estimator or by anyone for whom Estimator may be liable. Damage to Owner shall not constitute grounds to withhold payment if Estimator has insurance coverage which would prevent loss to Owner from the damage claimed.

D. Owner may withhold payment due Estimator for unauthorized deviations from the Contract Documents or persistent failure to observe Requirements of the Contract Documents.

E. Owner may withhold payment due Estimator for neglect of Estimator to obtain a required permit or license or to comply with applicable Law, ordinance, code, or regulation, providing such neglect of Estimator has a material impact on satisfactory completion of the PROJECT COST in compliance with the Contract Documents.

F. Owner may withhold payment due Estimator for failure to keep Work progressing in an orderly manner consistent with a reasonable time schedule.

G. If Owner withholds any payment under terms of this agreement, Owner will notify Estimator in writing of the amount being withheld, the reason why payment is withheld, and what must be done to release the payment otherwise due.

H. Grounds entitling Owner to withhold certain amounts due Estimator under this agreement shall not relieve Owner of the obligation to pay Estimator other amounts then due and shall not relieve Owner of the obligation to pay in full when the reason for withholding payment no longer exists.

I. Payments made by Owner with knowledge of a Defect, Claim, damage, delinquency, neglect, or failure of Estimator does not constitute waiver of the right of Owner to withhold payment at a later date for an earlier Defect, Claim, damage, delinquency, neglect, or failure by Estimator.

J. Owner may withhold from the current payment an amount which could have been withheld from an earlier payment had a latent Defect or failure by Estimator been discovered before the earlier payment was made.

K. Should any mediation, arbitration or court proceeding determine that Owner was not justified in withholding payment to Estimator, the amount wrongfully withheld shall be treated as an unpaid balance and accrue interest as provided by Law or this contract from the calendar day payment was wrongfully withheld.

XXIII. Final Payment

- A. Estimator will submit an application for final payment to Owner when the Work has been completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due Estimator for the entire unpaid balance of the contract amount.
- B. Except as provided otherwise in this agreement, Owner shall pay the amount due within 3 calendar days after approval of any application for payment.
- C. Making of final payment constitutes waiver of all Claims by Owner against Estimator except those Claims previously made in writing and delivered to Estimator and those obligations otherwise provided by this agreement or by operation of Law.
- D. The acceptance of final payment by Estimator constitutes a complete and unconditional waiver and release of any and all Claims by Estimator of whatever nature, and regardless of whether they are then known or unknown, and a complete and unconditional release of Owner, and every person for whom Owner is responsible, for any and all matters related to the contract or otherwise, except those Claims which have been made in writing and identified by Estimator as not having been settled at that time.
- E. Application for final payment constitutes affirmation by Estimator that all payrolls, bills for materials, equipment charges, and other obligations of Estimator in connection with the Work have been paid or otherwise satisfied.
- F. Owner will notify Estimator of the date when notice of Final Completion is recorded.
- G. If completion of the Work is delayed unreasonably at no fault of Estimator, Estimator shall be entitled to final payment for all Work completed without prejudice to the right of Estimator to complete the PROJECT COST at a later date and without prejudice to the right of Owner to make Claims against Estimator for Defects in Work completed.

XXIV. Cooperation of the Parties

- A. Both Estimator and Owner pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. Owner pledges to respond promptly to requests by Estimator for guidance, assistance and payments when due and agrees to extend to Estimator the deference and latitude a dedicated professional deserves. Estimator pledges to commit the skill and resources required to complete the PROJECT COST in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of Estimator for dependability and professionalism.

XXV. Job Conferences

- A. Estimator shall send a representative to Job Site progress conferences when scheduled by Owner. This representative shall have authority to act on behalf of Estimator on issues that concern contract compliance or affect the completion schedule. These conferences shall include Subcontractors, Material Suppliers and others who can contribute to job progress. At these conferences, the representative of Estimator shall be prepared to assess progress of the Work, purchases, deliveries, Shop Drawings, product data, quality control Samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, government regulations, safety, Inspection and testing

Requirements, performance results, recording Requirements, protection, and Similar considerations. Owner shall set the time, date and place of these conferences and act as conference chair. Phone or web conferencing may be used with the consent of all attending any conference.

XXVI. Contractor Claims

A. If Estimator claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Estimator, requires extra time or changes the Scope of Work, Estimator shall have the right to assert a Claim for such costs or time.

B. Estimator and Owner agree to make a good faith effort to resolve all Claims that arise under this agreement and shall seek the opinion of expert disinterested parties on the validity of Claims, when appropriate. Claims not resolved to the mutual satisfaction of Estimator and Owner shall be resolved under the provisions of this agreement covering dispute resolution.

XXVII. Notice of Claims

A. No Claim by Estimator shall be considered unless Estimator provides Owner with a notice that there will be a Claim for additional compensation or an extension of time. This notice of Claim shall be made no less than 5 calendar days after Estimator recognizes or should have recognized that circumstances exist which support such a Claim. The notice of Claim shall include: (1) The date of the notice, (2) The date the basis for the Claim was discovered, (3) The circumstances that support the Claim, and (4) The estimated additional cost to Owner or additional time required to complete the PROJECT COST.

B. If the Claim involves Extra Work, Estimator shall maintain detailed records which show each expense incurred, including payroll records and receipts for Subcontracted Work, materials and equipment. These detailed records shall be made available to Owner for verification while Work subject to the Claim is being performed.

C. Within 10 calendar days after completion of Work which is the subject of a notice of Claim, Estimator shall provide to Owner a written final statement of Claim. The final statement of Claim shall include: (1) The date of the statement, (2) The date when Work done under the Claim was completed, (3) The full and final amount of the Claim and the additional time Claimed, and (4) An offer to provide detailed written records substantiating each element of the Claim.

D. The final statement of Claim shall be accompanied by a certificate executed by Estimator and stating as follows: "I certify that this claim is made in good faith; that the supporting information is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Owner is liable; and, that I am duly authorized to certify the claim on behalf of Estimator."

E. Neither mediation nor arbitration shall relieve the obligation of Estimator to give timely notice of Claims. No conduct or settlement negotiation during mediation shall be considered a waiver of the right of Owner to assert that Claim procedures were not followed.

F. Estimator agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon Owner unless and until such approval is ratified by execution of a written Change Order.

XXVIII. Dispute Resolution

A. Except as provided elsewhere in this agreement, all Claims and disputes between Estimator and Owner arising out of or relating to the Contract Documents or contract warranty or the breach thereof, except for Claims which have been waived by the making or acceptance of final payment, shall be decided by courts of competent jurisdiction in the county where the PROJECT COST is located.

B. Should either Party bring suit in court to enforce the terms of this agreement, any judgment or award shall include court costs and reasonable attorney's fees to the successful Party plus interest at the legal rate.

Notice to Owner Required by New York Law

MECHANICS' LIENS: Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to this home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. You may contact an attorney to determine your right to discharge a mechanic's lien.

TRUST FUNDS: Except as provided below for hourly pay, Estimator is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, Estimator may post a bond, contract of indemnity or irrevocable letter of credit with Owner guaranteeing the return or proper application of such payments to the purposes of the contract.

PROGRESS PAYMENTS: If this contract provides for one or more progress payments to be paid to Estimator by Owner before substantial completion of the work, the contract shall include a schedule of such progress payments showing the amount of each payment, as a sum in dollars and cents, and specifically identifying the state of completion of the work or services to be performed, including any materials to be supplied before each such progress payment is due. The amount of any such progress payments shall bear a reasonable relationship to the amount of work to be performed, materials to be purchased, or expenses for which the contractor would be obligated at the time of payment.

EXCEPTION FOR HOURLY PAY: If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for materials that have been supplied prior to the time that payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purposes of this agreement and shall not be required to be deposited in accordance with provisions of this agreement on progress payments.

RIGHT TO CANCEL: In addition to any right otherwise to revoke an offer, Owner may cancel the home improvement contract until midnight of the third business day after the day on which Owner has signed this agreement. Cancellation occurs when written notice of cancellation is given to Estimator. Notice of cancellation, if given by mail, shall be deemed given when deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation shall be sufficient if it indicates the intention of Owner not to be bound. Notwithstanding the foregoing, this paragraph shall not apply to a transaction in which Owner has initiated the contact and the home improvement is needed to meet a bona fide emergency

of Owner, and the owner furnishes the home improvement contractor with a separate dated and signed personal statement in the handwriting of Owner describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the home improvement contract within three business days. For the purposes of this paragraph Owner shall mean any representative of Owner.

RIGHT TO RECEIVE THIS CONTRACT: This contract is legible, in plain English, and describes clearly other documents incorporated into the contract. Before any work is done, Owner shall be furnished a copy of the Contract Documents signed by Estimator. This contract may include other matters agreed to by the parties to this contract.

Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

Estimator may not begin Work before receiving from Owner a written notice to proceed. Any Work performed by Estimator before receipt of the notice to proceed shall be done at the risk of Estimator and without obligation of Owner.

By signing this agreement, Estimator confirms Inspection of the Job Site and signifies familiarity with all local conditions, Laws, and regulations under which the Work is to be performed.

This contract is for immediate acceptance. Any delay in acceptance beyond 5/2/2019 will require renegotiation of the terms of this agreement.

If this contract is not signed by Estimator at the time it is signed by Owner, Estimator shall, within 15 days thereafter, either give Owner written notice of rejection of the contract or sign the contract and supply owner with copy of the signed contract. The notice of rejection or signed contract will be delivered to Owner either personally or by certified or registered mail. In case of rejection, any payment made by Owner will be returned with the notice of rejection.

This contract shall not be effective until financing for the PROJECT COST has been approved and funds are available. In the event that Owner is unable to get financing for the PROJECT COST within 60 days after the contract is signed, this contract shall be considered terminated unless Owner and Estimator mutually agree to an extension.

This agreement is entered into as of the date written below.

Owner

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

Brian Washington, Contractor

(Signature)

(Date)

(Printed Name and Title)

Insulation Disclosure (In Compliance with 16 CFR Section 460)

Estimator makes the following disclosures in compliance with 16 Code of Federal Regulation Section 460. The PROJECT COST includes installation of the following thermal insulation:

Exterior wall insulation

Material type: Fiber glass

Thickness of insulation: 16 inches

R-value of that thickness: 30

Approximate coverage area in square feet: 336.70 sf

Ceiling insulation other than loose fill

Material type: Cellulose Fiber

Thickness of insulation: 16 inch

R-value of that thickness: 30

Approximate coverage area in square feet: 263.12 sf

Coverage area includes framing members but not doors, windows or other large openings in the exterior frame. R-values may be less where building components limit placement of insulation. For example, it may not be possible to place insulation at building corners, at fireplaces and around the perimeter of doors and windows. Listed R-values are based on information supplied by the insulation manufacturer. Estimator may have to substitute other materials but will maintain the R-values described here.

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

(12 CFR 226.15(b) requires that each owner receive two copies of this notice.)

To: Owner

Re: Your right to cancel PROJECT COST

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is _____, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Brian Washington
 26A Quincy Street
 Rochester, New York 14069
 585-298-0835

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Signature

Date

See the next page for important information about what happens if this agreement is cancelled.

Notice Required by 12 Code of Federal Regulation Section 226.15(d), Effects of Rescission

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

(12 CFR 226.15(b) requires that each owner receive two copies of this notice.)

To: Owner

Re: Your right to cancel PROJECT COST

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is _____, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

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Signature

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