



**Damage Repair Specialists
Cleaning* Construction* Consulting**

CONSTRUCTION/REPAIR AGREEMENT

SECTION I - AGREEMENT

THIS AGREEMENT made, effective as of this ____ day of _____, 20____, by and between ALL DISASTER SERVICES *Cleaning & Restoration*, located at 22380 Lakeland Blvd. Euclid, Ohio 44132 (hereinafter referred to as the "Contractor") and _____, of _____, _____, _____ (hereinafter referred to as the "Owner"). _____ is the bank having a mortgage on the Property (hereinafter "Lender").

SECTION II - SCOPE OF WORK

Contractor agrees to perform for owner certain repairs to property located at _____, in _____, _____ (hereinafter referred to as the "Property") in accordance with the specifications of the scope of work and estimate presented to _____ (hereinafter referred to as the "Insurance Company") that has been agreed to and initialed by the Contractor and Owner and attached here to as **Exhibit A**, and on the terms set forth in this Agreement (hereinafter referred to as the "Project"). The contractor shall be responsible for insuring that the Project complies with the applicable building codes and other applicable codes and regulations. Owner shall provide Contractor reasonable access to the Property in order to perform the Project.

SECTION III - CONTRACT PRICE

The Contractor will complete the Project for the amount of \$_____ ("Contract Price"). This price does NOT include supplementals for additional work or additional code upgrades which are currently not agreed with the Insurance Company. Any and all payments for supplementals are due directly to the Contractor, regardless of the amount because these are additions to the Project.

SECTION IV – PAYMENT OF PRICE

The Owner shall pay the Contract Price when due. The Owner hereby expressly authorizes and instructs the Insurance Company and Lender to send and direct any checks paid for the Project to be sent directly to the Contractor and make payable to the Contractor on behalf of the Owner according to any terms specified by the Insurance Company or Lender. In the event the Insurance Company and/or Lender does not pay Contractor directly, Owner shall pay Contractor with 24 hours of receipt of proceeds from Insurance Company and/or Lender. The Owner appoints the Contractor to act as it's Attorney in Fact and directs and authorizes the Contractor to

endorse any checks sent or delivered to Contractor in consideration for the Project and made payable to the Owner. This grant of a power of attorney is limited solely to payments made pursuant to this Agreement and this Project and shall not be used for any other purpose.

If no terms are specified by the Insurance Company or the Lender, or there are no Insurance Company and/or Lender, payment will be due as follows:

- a. Upon the execution of this agreement, 1/4 of the Contract Price.
- b. Upon 33% completion of the Project, another 1/4 of the Contract Price.
- c. Upon 66% completion of the Project, another 1/4 of the Contract Price.
- d. Upon completion of the Project, the remaining unpaid balance of the Contract Price.

SECTION VI - LIEN RELEASES

Contractor shall furnish to Owner, upon request, written waivers of lien from any Subcontractors and other persons furnishing labor and/or materials, and Contractors shall, to the extent permitted by law, require from all Subcontractors and other persons furnishing labor and/or materials, in connection with the work, written waivers of their rights to mechanics liens.

SECTION V - DURATION OF WORK

The Project shall be completed within _____ month(s) and _____ week(s) from the date of the signed Work Authorization; provided, however, that the Contractor shall not be responsible for delays due to acts of God, delays due to war or foreign aggression, inclement weather, strikes, lockouts, material shortages, lack of availability of utility services, fire, storm, theft, vandalism, or other causes beyond the Contractor's control.

SECTION VI – COMPLETION

Project will be considered complete upon passing of inspections and issuance of a Certificate of Occupancy by the proper governmental authority, if applicable on the Project. If no inspections or Certificate of Occupancy is required by law, the Project will be considered complete when the scope of work is completed.



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SECTION VII - DEVIATIONS FROM SCOPE OF WORK

Any alterations or deviations from the Project involving extra costs of materials and/or labor, including any adjustments on allowance work, must be executed upon a written Change Order issued by Contractor and signed by Contractor and Owner prior to the commencement of any additional work by Contractor. This Change Order will become an extra charge over and above the Contract Price. All change orders require payment in full within five (5) days upon signing the Change Order.

SECTION VIII – INSURANCE

A. The Owner shall procure and maintain "all risk" insurance against loss of or damage to all work performed and materials delivered to the Project including, but not limited to, losses caused by fire, theft, vandalism, and malicious mischief, in the amount of the total cost of the work, to insure the parties and the Mortgagee as their interests may appear. A certificate of such insurance shall be furnished to the Contractor.

B. The Contractor shall procure and maintain in effect during the term of this Agreement the following insurance in sufficient amounts, certificates of which shall be furnished to the Owner upon request: Casualty Bodily Injury Liability, Property Damage Liability, Automobile Bodily Injury Liability, and Automobile Property Damages Liability

C. The Contractor shall comply with the workers' compensation laws of the State of Ohio.

SECTION IX – UTILITIES

The Owner shall pay for all utilities including but not limited to water and sewer (if applicable), electricity, and fuel needed for the Project.

SECTION X – SITE IMPROVEMENTS

The work to be done by the Contractor does not include grading seeding, or landscaping, or any other site improvement work, after completion of the construction/repair other than that necessary to meet final inspection for occupancy, unless it is otherwise expressly provided for in this Agreement.

SECTION XI – PERMITS AND FEES

Contractor is responsible for procuring any and all building permits, and licensing fees, if required.

SECTION XII - SUBSTANTIAL COMPLETION AND OCCUPANCY

In the event that the Owner desires to occupy the Project when it has been substantially completed, although lacking full completion, the completion of which is prevented by weather or other conditions beyond the control of the Contractor, then if the Contractor consents to occupancy by the Owner, the Owner shall pay the balance of the purchase price to the Contractor less the amount owing for the uncompleted items, and the Contractor shall furnish to the Owner a work order that specifies all work or materials remaining to be furnished and that states that on the completion of the items listed in the work order the Owner shall pay the Contractor the amount specified.

SECTION XIII – LANDSCAPING

The Contractor shall not be held liable for the removal, damage, or life of any landscaping before, during, or after construction.

SECTION XIV – SIGNAGE

Owner authorizes to Contractor to post signage on the Project site.

SECTION XV – OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor commits any of the acts specified in this Paragraph, the Owner may, by giving 30 days' notice in writing to the Contractor, and after allowing Contractor a reasonable time to correct any problem, without prejudice to any other rights or remedies given the Owner by law or by this Agreement, terminate the services of the Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method the Owner may deem expedient. The Contractor shall be deemed to have committed an act specified in this Paragraph if shall:

- a. Have a receiver appointed because of insolvency;
- b. Make a general assignment for the benefit of creditors;
- c. Persistently disregard any law or ordinance relating to the Project or the completion of the Project; or
- d. Otherwise commit a substantial violation of any provision of this Agreement

All Disaster Services

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SECTION XVI – CONTRACTOR’S RIGHT TO TERMINATE AGREEMENT

If the Owner fails to pay to the Contractor any amount payable pursuant to this Agreement within two days after it becomes due, the Contractor may, by giving 24 hours written notice to the Owner, terminate services under this Agreement and stop work on the Project until all past-due payments have been received; or the Contractor may elect, to declare a forfeiture of this Agreement and retain any payments received as liquidated damages. The remedies provided for in this Paragraph shall not prevent the Contractor from exercising rights under the mechanics' lien laws of the State of Ohio or any other rights at law or in equity. Should the Owner fail to make any required payment under this Agreement or otherwise breach any other term of this Agreement, Contractor shall be entitled to any cost incurred in attempting to collect any amount due Contractor or damages caused by Owner including attorneys fees, filing fees plus interest at the rate of 18% per anum on any amount owed.

SECTION XVII - WARRANTY

Contractor provides a limited warranty on all Contractor and Subcontractor supplied labor and materials used in this project for a period of one (1) year following substantial completion of all work. Warranty work shall commence within thirty (30) days upon notification.

Contractor provides no warranty on any materials furnished by Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by Contractor within Property (including any warranty that existing and/or used materials will not be damaged during the removal and reinstallation). Warranty covers Contractors’ “installation only” of such materials. One (1) year after substantial completion of the Project, Owner’s sole remedy (for materials and labor) on all materials that are covered by manufacturers warranty is strictly with the manufacturer, not with Contractor.

Repairs of the following items is specifically excluded from Contractor’s warranty:

1. Damages resulting from lack of Owner and/or tenant maintenance
2. Damages resulting from Owner and/or tenant abuse
3. Ordinary wear and tear of the product.

SECTION XVIII - CONCEALED CONDITIONS

This Agreement is based solely on the observations Contractor was able to make with the Property in its current condition at the time this Agreement was executed. If additional concealed conditions are discovered, once work has commenced, which were not visible at the time of execution, Contractor may point

out these unforeseen concealed conditions to Owner, at which time Contractors and Owner may execute a Change Order for any additional work.

SECTION XIX - MISCELLANEOUS

1. Whenever the phrase match existing in used in this Agreement, its intended meaning is to match existing as near as possible.
2. This Agreement may not be assigned by either party without the express written consent of the other party.
3. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement.
4. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

To evidence their Agreement to the foregoing, the parties hereto executed this instrument as of the date first above written.

ALL DISASTER SERVICES
Damage Repair Specialists
*Cleaning*Construction*Consulting*

By: _____

Date: _____

OWNER

By: _____

Date: _____