

Robert E. Robillard

A Concord Carpenter, LLC

**61 Bedford Court
Concord, MA 01742**

**XXXX
22 Training Field Rd
Wayland, MA 01778**

**Telephone
Email:**

HOME IMPROVEMENT AGREEMENT

Agreement made this **September 29, 2014**, 2014 between A Concord Carpenter, LLC, a limited liability company and duly organized and existing under the laws of the Commonwealth of Massachusetts, having a principal place of business located at 61 Bedford Court, Concord, Massachusetts (hereafter "Contractor") and **XXXX 22 Training Field Rd** Hereafter "Homeowners").

SECTION ONE: SCOPE AND DESCRIPTION OF WORK.

Contractor agrees to perform for the Homeowner certain alterations and improvements in and upon the home of the Homeowner located at **22 Training Field Rd Wayland, MA 01778** in accordance only with the specifications set forth below:

Only those materials, goods, labor and services SPECIFICALLY STATED in the following paragraphs of this contract are bound under the terms of this contract.

Scope of Work:

SECTION TWO: CONTRACT PRICE

Only those materials, goods, labor and services SPECIFICALLY STATED in the preceding paragraphs of this contract are bound under the terms of this contract.

Homeowner will pay Contractor for the performance of the work, as described in the section One

**61 Bedford Court, Concord, MA 01742 | 617.799.1971 | RobertRobillard@comcast.net
www.ConcordCarpenter.com**

**Massachusetts Construction Supervisor License #CS-068430 (unrestricted)
Massachusetts Home Improvement Contractor Registration # 123489
EPA Certified Renovator License # R-I-18398-10-01540.**

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above as follows: **\$ 15,500.00**

- \$ 2,500.00 Deposit, upon the execution of this agreement. [Work scheduled upon receipt of deposit]
- \$ 4,333.33 Day 1
- \$ 4,333.33 After French door installed and Carriage house deck repair
- \$ 4,333.33 Final Payment: day project is completed

If any installment under this Agreement is not paid, Contractor may cease all work without breaching this contract and may require as a prerequisite to continuing said work that the balance of funds due under the contract, which are in the possession of the Homeowner, shall be placed in a joint, segregated, interest bearing account requiring the signature of the Contractor and the Homeowner for withdrawal.

No payment shall be detained because of any particular item's need for special attention, such as defective, damaged or backordered items, provided that work is in progress.

These prices in this proposal are guaranteed for seven [7] days, due to fluctuating material costs.

ALLOWANCES:

Many of the items on your budget proposal are listed as "allowance" items. This means that a certain dollar amount figure has been set as an allowance for each of these items. Generally, we use allowances for work that is commonly sub-contracted such as excavation, concrete, heating, plumbing, electrical, tile, cabinets, appliances, flooring and painting. These allowance figures are based on current figures from our job files and are intended to represent a realistic and reasonable dollar figure for the item. By including figures in your budget proposal, we can produce a complete budget for you, which include all the anticipated sub-Contractor items. These figures are then "fine-tuned", either before or after the contract signing, by getting the sub-Contractor to review the work plan on site. The subs will then provide us with a fixed price for the item. The fixed price is then reconciled with the budget estimate figure.

The price shown on the proposal represents what we expect our cost of the item to be. If actual cost of the allowance items is less than the allowance price listed, the client is entitled to 100% of the difference between the allowance price listed and the actual cost of the item. If the client chooses options that total more than the allowance figure listed, the client will pay Contractor's cost for the item, plus 20%. All such adjustments will be handled as change orders to the contract

SECTION THREE: HIDDEN DEFECTS, CONCEALED, & UNFORESEEABLE CONDITIONS:

The price agreed upon herein does not include possible expenses entailed in coping with hidden, unknown or incidental items not included in pricing (for example, inspector or engineer requirements made subsequent to this Agreement and / or overlooked or unknown conditions found after the Contractor has commenced work) and the Contractor is required to perform additional alterations and improvements not set forth in the Section One's Scope and Description of Work.

Homeowner agrees to pay all costs thereof upon completion of such work. Prior to undertaking such work, the Contractor shall inform Homeowner of any such condition in the form of a "Change Order" or if agreed the Homeowner shall pay the Contractor \$75.00 per man hour and any

material costs to complete such work.

The Homeowner agrees to pay all costs incurred in the identifying, testing for, handling, containment, and disposal of all hazardous material found at the jobsite, including lead, lead paints, solvents, and asbestos. Upon discovery of the presence of such materials, the Contractor will immediately stop work in the area and notify the Homeowner. The work will resume on an adjusted schedule after the hazardous materials have been removed.

In the event that the Homeowner does not pay any installment or billing when due, the Homeowner agrees to pay eighteen percent (18%) per annum upon any unpaid balance. If it is necessary to file suit for the collection of any amounts due from the Homeowner under this Agreement, the Homeowner shall pay the reasonable attorney's fees, together with court costs for this collection, unless the Homeowner shall prevail against Contractor on a claim joined in the same proceeding. **THE HOMEOWNER HEREBY WAIVES ALL RIGHT BY TRIAL BY JURY AS WELL AS ALL HOMESTEAD PROTECTION.** Contractor reserves the right to file a lien on the Homeowner's property.

At the completion of the Agreement the Contractor and the Homeowner will prepare a punch list of any work needing special attention such as miscellaneous adjustments, replacements or repairs to any item (s), and / or installation of any item which might be back ordered. Once a punch list is agreed upon, final payment must be paid, less a holdback for the punch list items. Completion of Agreement to be defined as a space or remodeled area that is operable and functional. Miscellaneous items to be completed are part of the "punch list."

The hold-back amount will be equal to the greater of 10% of total project cost, or the cost of any item (s), which has been back ordered and / or need to be repaired or replaced, plus any labor involved, as determined by the Contractor at that time.

If after the initial punch list additional items are found to need attention, they will be considered "Warranty Work," which will be followed up after the balance of the contract has been paid in full. To the fullest extent allowable by law, any expressed and / or implied warranty is conditioned upon the Homeowner's payment in full of the amount due under the contract.

SECTION FOUR: TIME OF PERFORMANCE

The work shall commence on or about **Mid-November** and shall be substantially completed on or about the **2-3 weeks**

Contractor shall not be liable for any delay or nonperformance caused by weather, strikes, unavailability of materials, alterations or modifications initiated by the Homeowner, unforeseen conditions and / or any other contingency beyond its control. The risk of loss, as to damage or destruction, shall be upon the purchaser upon delivery and receipt of the materials and services.

SECTION FIVE: CANCELLATION

In the event that the Homeowner cancels the Agreement after the execution of this Agreement, Homeowner shall forfeit the amount of deposit given to the contractor at the time of the execution of this Agreement, and in addition, shall pay the Contractor such proportion of the total Agreement price as the amount of labor and materials furnished bears to the total amount of labor and materials agreed upon to be furnished under this Agreement, including any and all items on order that cannot be returned for a full credit, the same to be paid within thirty (30) days from the date of such cancellation. In the event the Contractor is unable to

complete the performance of its obligation under this Agreement due to weather, strikes, unavailability of supplies or materials, and / or any other contingency beyond its control, Homeowner may at its option cancel this contract, in which event, Homeowner shall be liable to pay Contractor the amount of labor and materials already furnished. Such payment is to be made within thirty (30) days after the date of such cancellation.

The Contractor shall have the option of being released from this Agreement due to weather, strikes, unavailability of supplies and materials, prolonged illness, or any other contingency beyond its control and shall be compensated for the services and materials completed from the start of the project through the date of release.

Either party may terminate this Agreement in the event a delay occurs that would result in excessive inconvenience to the Homeowner or Contractor. This termination shall be effective immediately upon delivery of a written termination notice by hand or certified mail.

If a Homeowner wishes to exchange or cancel any item or material to be supplied by Contractor under this agreement or any additional work order, change order, or invoice, the Homeowner will be charged a 25% service charge on each item. All returns, exchanges or cancelled items are subject to prior authorization from the Contractor.

SECTION SIX: ALTERATIONS OR MODIFICATIONS

Any Homeowner-initiated alterations or modifications to the work outlined in Section One and the price therefore, and any additional work due to Hidden Defects, Concealed and Unforeseeable Conditions and the price therefor, must be agreed upon by the parties in a written "Change Order," before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made in accordance with the terms of the "Change Order."

SECTION SEVEN: PERMITS AND LICENSES

Contractor is responsible for securing all necessary permits and licenses for the work at its own cost and expense. Permits needed shall be listed in Section One. Homeowners who secure their own permits will be excluded from the guarantee fund provisions of Massachusetts General Laws chapter 142A.

All Contractors and subcontractors must be registered by the Office of Consumer Affairs and Business Regulation ("OCABR"), and any inquiries about a Contractor or subcontractor relating to a registration should be directed to OCABR:

<http://www.mass.gov/?pageID=ocahomepage&L=1&L0=Home&sid=Eoca>

Office of Consumer Affairs and Business Regulation

10 Park Plaza, Suite 5170

Boston, MA 02116

(617) 973-8700

www.mass.gov/oca

SECTION EIGHT: LIMITED WARRANTY

Provided that the Homeowner pays the full amount due under the contract and any change orders and conditioned thereon to the fullest extent allowable by law, Contractor guarantees that the work will be constructed in accordance with accepted home improvement practices,

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and it will be guaranteed against defects in workmanship and materials for a period of one (1) year from the date of its completion. This Limited warranty does not cover damages or defects that result from characteristics common to the materials used, or conditions resulting from condensation, expansion, or contraction of such materials. Warranty work will be completed within sixty (60) days from the date of receipt of a written request from Homeowner.

Please note that this Limited Warranty specifically excludes consequential and incidental damages and there are limitations in duration of implied warranties. This warranty is extended to the above Homeowner and is not transferable to succeeding homeowners. Contractor hereby passes through and assigns to Homeowner any and all manufacturers' warranties on all appliances and equipment supplied by Contractor in the home.

Contractor specifically does not assume responsibility for any of the following items, each of which is specifically excluded from this Limited Warranty.

1. Natural variations in grain, texture, and / or color of the wood. Most people are aware of the "natural" characteristics of wood. Since no two trees are exactly the same, wood is a unique material and natural variations in grain, texture and color are the ingredients that cause the "beauty of wood." These variations can also cause noticeable differences between the sample and finished installation. These grain and tone differences are a natural and acceptable condition of quality wood finishes and will be even more pronounced in a completed project. My suppliers only use select woods to insure their quality.
2. Defects in appliances or pieces of equipment, which are covered by manufacturers' warranties, are assigned directly to the Homeowner, and each manufacturer's warranty claim procedure must be followed where a defect appears in any of those items.
3. Damage due to ordinary wear and tear, abusive use, misuse or lack of proper maintenance of the home or its component parts or system.
4. Defects which are the result of a characteristic(s) common to materials used/ Such as, but not limited to:
 - a) Warping or deflection of wood;
 - b) Fading, chalking, and checking of paint or stain due to sunlight;
 - c) Cracks in concrete due to drying and curing of concrete, plaster, brick or masonry; and
 - d) Drying, shrinking, and cracking of caulking and weather stripping.
5. Work done or defects in items installed by Homeowner or anyone other than Contractor and its subcontractors at Contractor's order.
6. Defects in items supplied by Homeowner.
7. Loss or injury due to elements.
8. Conditions resulting from condensation on or contractions of materials.

All implied warranties including, but not limited to warranties of merchantability and fitness for a particular purpose, are limited to the one-year warranty period as set forth above. The customer is required to pay a service charge on any manufacturers' products being serviced whether under warranties or not, unless such warranties have a labor clause providing for such labor. If the allowance is less than required, the customer must pay the difference. All warranties provided under this Agreement shall only become effective after Contractor's receipt of payment in full. This Limited Warranty is the only expressed warranty given. In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of this provision of this Limited Warranty shall remain in full force and effect.

SECTION NINE: HOMEOWNER SUPPLIED MATERIALS

As a professional remodeling contractor, Contractor accepts full responsibility for all materials and labor we supply. Contractor cannot do this for materials supplied by Homeowner.

In order to eliminate any potential misunderstandings, please be aware of the following obligations Homeowner assumes when choosing to purchase their own materials; which includes fixtures, or appliances.

1. As a supplier of materials, Homeowners assume full responsibility and liability for ordering correctly and on time, and for receiving and inspecting all materials. At the jobsite, Homeowner will be responsible for moving the materials to the room in which they are to be installed.
2. In the event of missing or damaged parts, the wrong material being ordered or delivered, or any other problem concerning Homeowner supplied materials, Homeowner assumes full responsibility and liability for returning and exchanging them, as well as negotiating the terms of resolution with the seller.
3. As a supplier of materials, Homeowner must assume all responsibility and liability that all materials meet all applicable codes and ordinances.
4. As a supplier of materials, Homeowner must assume full responsibility that all materials, including "rough-in" items placed inside of walls in the early stages of the job, will be present at the job site and in proper working order.
5. Homeowners must understand that missing and broken pieces or wrong materials may alter contractor's work schedule and may result in additional time charges to the Homeowner at regular hourly rates.
6. As a supplier of materials, Homeowner must assume full responsibility for all guarantees and warranties pertaining to these materials. Homeowners hold contractor harmless for any products or system malfunctions related to defective products / materials provided by Homeowner.
7. Homeowner must understand that the above conditions do not encompass all possible circumstances that could delay work or result in additional job cost stemming from Homeowner-supplied materials.
8. If Homeowner prefer to have Contractor accept full responsibility for the materials on their project, contractor will be happy to provide any and all items necessary to complete the project. Some special items take longer to receive. Contractor will not start any project until all special-order items have been received and inspected for correct size, style and damage.
9. Homeowner will be invoiced by contractor for additional work required [at regular hourly rate] if terms outlined above are not adhered to by the homeowner.

SECTION TEN: MISCELLANEOUS

1. All excess material supplied to the job site and not incorporated in the work are the sole property of the Contractor.
2. It is understood by the parties that it is sometimes impossible to match the color and texture of existing materials such as stucco, plaster, siding, molding, trim and roof materials, etc. The Contractor will attempt to match existing conditions as best as possible where applicable.
3. The Contractor is not responsible for stress cracking of plaster and / or interior finished of the existing structure caused by additional structural load imposed by the work, which is contracted. Contractor shall not be responsible for loosening, cracks or nail popping when working against finished walls or ceilings. In the event of any repairs done by the Contractor, the Contractor shall not be liable for any repairing or refinishing.
4. Is not responsible for accidental damage to landscaping, concrete walks, and / or asphalt

- that resulted from contractor's activities during the process of construction.
5. The Homeowner shall provide safe and sanitary facilities for the Contractor's workmen during the process of construction.
 6. The homeowner shall remove or protect personal possessions such as, but not limited to, removing pictures, antiques, valuables and other wall hanging objects from the opposite side of the walls being worked or, that may be affected by vibration that may be created.
 7. The Homeowner shall permit the free use of electrical power for lighting and energy required for power tools to accomplish the work as well as access to the electrical service panel in the event a circuit / fuse is blown.
 8. The Homeowner shall remove all items[s] in and around the work area[s] and keep all persons and pets out of the work areas or any storage areas used by the Contractor during work. Any delays caused by non-compliance with this provision will be billed at the rate of \$ 75.00 per man-hour.
 9. The Homeowner shall advise the Contractor of any condition on the property that may affect the Contractor's performance of work.
 10. The Homeowner shall allow access to the premises by the Contractor and / or its subcontractors during normal working hours.
 11. The Homeowner shall allow the Contractor to park a 6' x 10' utility trailer on the property for the duration of the construction.
 12. The Homeowner shall not throw any debris that is unrelated to the construction, into the dumpster or debris pile [s] without Contractor's permission.
 13. The Homeowner should notify its insurance agent of the execution of this Agreement and obtain any necessary riders to current coverage.
 14. One week before, during and two weeks after the construction period, Contractor may place a sign on the property, which advertises Contractor's name, telephone number, ad abilities.
 15. The Contractor shall keep all exterior areas within the general work area free of debris on a daily basis. Upon the completion of the project, the Contractor will leave the grounds as clean as they were prior to the start of the project.
 16. Upon completion of the project, the Contractor shall leave the entire work area usable by the Homeowner; this may include polishing fixtures, vacuuming and washing floors, walls, doors, windows and woodwork. At the Contractor's discretion, a professional cleaner may be brought in to clean the home's interior after completion of the project.

**SECTION NINE:
ALTERNATIVE DISPUTE RESOLUTION PURSUANT TO MASSACHUSETTS
GENERAL LAWS 142A**

The parties acknowledge and declare that the Contractor or the Homeowner may initiate arbitration through any private arbitration services program approved by the secretary of the executive office of consumer affairs and business regulation under Massachusetts General Laws Chapter 142A, sub-section 4, to consider any dispute between the parties concerning or arising from this Agreement.

We, the Contractor and the Homeowner, have read the above provision and both have signed it as our free act and deed, thereby assenting to the procedure.

HOMEOWNER: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

**SECTION TEN:
OTHER NOTICES REQUIRED PURSUANT TO MASSACHUSETTS GENERAL LAWS
CHAPTER 142A**

All Contractors and subcontractors must be registered by the chief administrator of the board of building regulation and standards, an agency within the executive office of public safety, established by Massachusetts General Laws 6A, sub-section 19.

- The Contractor holds Home Improvement Number # 123489
- The Contractor holds Massachusetts Construction Supervisor License #CS-068430

The salesperson that solicited and / or negotiated this Agreement is Robert E. Robillard.

Preferred Mutual Insurance Company provides liability insurance, worker compensation insurance. A certificate of insurance will be provided to the customer upon request.

SECTION ELEVEN: EPA REQUIREMENTS

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children.

To protect against this risk, on April 22, 2010, the EPA issued a **rule requiring the use of lead-safe practices** and other actions aimed at preventing lead poisoning. Under the rule, Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. The EPA recommends that anyone performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, childcare facilities and schools follow lead-safe work practices. All Contractors should follow these three simple procedures:

- Contain the work area.
- Minimize dust.
- Clean up thoroughly.

[Read EPA's Regulations on Residential Property Renovation at 40 CFR 745.80, Subpart E.](#)

Read about lead-hazard information for renovation, repair and painting activities in the EPA lead hazard information pamphlet **[Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools \(PDF\)](#)** (20 pp., 3.3MB) | **[en Espa ola \(PDF\)](#)** (20 pp., 3.2MB)

SECTION TWELVE: ENTIRE AGREEMENT

The parties acknowledge and declare that this Agreement contains the entire agreement between the parties hereto and that there are no agreements, promises, terms, conditions, or understandings and representations or inducements leading to the execution hereof, expressed or implied, other than those herein set forth and that no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect. Any changes or

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alterations in this Agreement shall be valid and effective only if agreed upon in writing between the parties.

Please review carefully all parts of your agreement, including this Agreement with all documents, drawings, and quotes, to assure their accuracy of scope of work, pricing, and terms of agreement. This Agreement summarizes all the final discussions, which are reflected in Section One: Scope and Description of work. I have attempted to present and format the work scope description as in a simplified and descriptive as possible. However, if Homeowner feels that anything needs clarification, I would be happy to put it in writing at this time.

The attached Exhibit "A" which contains Lead Paint safety information, drawings, if any, are hereby incorporated into this Agreement by reference.

DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES!

Notwithstanding the provision of Section Five of this Agreement, you may cancel this Agreement if it has been signed by a party thereto at a place other than an address of the Contractor, which may be its main office or branch thereof, provided you notify the Contractor in writing at its main office or branch by ordinary mail posted, by telegram sent, or by delivery made not later than midnight of the third business day following the signing of this Agreement.

We, the Contractor and the Homeowner, have read the above Agreement on this date _____ [DATE] and understand its terms and both have signed it as our free act and deed at _____, Massachusetts.

HOMEOWNER _____
CONTRACTOR _____

THE HOMEOWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

HOMEOWNER _____ DATE _____

HOMEOWNER _____ DATE _____

Robert E. Robillard Finish Carpentry and Renovation LLC
Massachusetts Construction Supervisor License #CS-068430 (unrestricted)
Massachusetts Contractor Registration # 123489

End Proposal

Lead Hazard Pre-Renovation Form

Occupant Confirmation Pamphlet Receipt:

___ I have received a copy of the lead hazard information pamphlet, **via email**, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began. [Copy of "Renovate Right"](#)

___ **Robert E. Robillard Finish Carpentry & Renovation, LLC** 61 Bedford Ct. Concord, Massachusetts 01742 will use lead-safe work practices required by EPA's Lead-Based Paint Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant:

Signature of Owner-occupant:

Address: _____

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

___ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the

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occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

___ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note: Regarding Mailing Option

As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. A certificate of mailing from the post office must document mailing.