



# Construction Agreement For Residential Home Renovation (Cost-Plus Agreement)



THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the following “Owner” and “Contractor”:

OWNER

CONTRACTOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

Owner and Contractor, for good and valuable consideration, agree as follows:

1. SCOPE OF WORK. The Contractor agrees to provide labor, materials, and equipment to perform the work detailed on the Construction Specifications and Allowances attached as Exhibit “A” to this Agreement on the property (the “Project”) located at:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

The Project shall be constructed substantially in conformance with (Initial one of the following; the other is not part of this Agreement):

\_\_\_\_\_ The architectural design plans (the “Plans”) signed and dated by both Owner and Contractor and made part of this Agreement by reference. Owner has engaged an architect or designer separately from Contractor, and Contractor shall have no responsibility nor liability for the design of the Project. Contractor has not Contracted to provide engineering services under this Agreement, and engineering services are expressly Disclaimed. Owner releases and agrees to indemnify Contractor of and from any and all claims, damages, defects, or problems relating to the design or engineering of the Project.

\_\_\_\_\_ Separate architectural design plans have not been prepared for the Project, and the Construction Specifications and Allowances shall serve as the plans (the “Plans”) with ongoing consultation between Owner and Contractor during the course of the work. Unless Owner separately engages Contractor for architectural or engineering services, Owner understands and agrees that Contractor has not been engaged to provide such services, and such services are expressly disclaimed. Owner releases and agrees to indemnify Contractor of and From any and all claims, damages, defects, or problems relating to the architecture or engineering of the Project.

2. COST OF WORK. In consideration of Contractor's service, Owner shall pay the Contractor on a "cost-plus" basis. "Costs" shall be determined by the actual Cost of work on the Project, which shall include, without limitation, the following items:

A. Materials. The expense of all materials and supplies, temporary facilities, equipment and tools not customarily owned by the Contractor in the performance of a residential home renovation (such as dump trucks, grading equipment, or heavy construction equipment).

B. Labor. Wages of construction workers employed by Contractor to perform the work, including all expenses associated with employment such as taxes, insurance, and benefits. Owner and Contractor agree that labor expenses on the Project shall be at the following rates:

Supervisors	-	\$ _____	per hour
Carpenters	-	\$ _____	per hour
Laborers	-	\$ _____	per hour

C. Miscellaneous. All expenses and fees associated with the Project, including without limitation, transportation of materials and equipment, applicable permits and inspection fees, dump fees, licenses, insurance and bonding expenses attributable to the Project, and rental charges for items or equipment required to perform the work.

D. Subcontracts. All payments made by the Contractor to subcontractors associated on the Project.

E. Demolition. All expenses of demolition, debris removal, and fees incurred to dispose of debris, and site clean up.

F. Extraordinary Expenses. All extraordinary expenses of Contractor incurred and attributable to the Project, including losses or expense incurred without the fault or negligence of the Contractor and Expenses associated with taking emergency action to prevent damage, injury, or loss associated with the Project.

G. Added Benefits. Any other expenses, fees, or services incurred by Contractor in performance of the work on the Project which benefit Owner or were provided at the request or direction of Owner, whether or not included in the Construction Specifications and Allowances.

In addition to the Cost of work, Contractor shall be compensated for overhead and a fee based on a percentage of the Cost of work at the following rate:

Contractor Overhead	-	_____ %
Contractor Fee	-	_____ %

3. COST ESTIMATE AND ALLOWANCES. Owner understands and agrees that the work shall be performed on a "cost-plus" basis determined by the actual expense of performing the work. The Contract Specifications and Allowances set forth Contractor's estimates of what the Project may Cost based on Contractor's experience, the Plans, and Owner's explanation of the Project. The Contract Specifications and Allowances may also include "allowances," which are Contractor's estimates of the expense of certain items and finish selections (i.e., paint, fixtures, and appliances, etc.), which Owner will make during the course of construction. The pre-estimates set forth on the Contract Specifications and Allowances are not a fixed fee and shall not be used as such to determine the final consideration owed to Contractor for the Cost of work performed, overhead, or fee. At any time, Owner may request Contractor to prepare an updated statement which shows the variances between the original estimates and Contractor's best estimates of the Cost required to complete the Project.

4. PAYMENTS TO CONTRACTOR.

A. Deposit. Owner shall make an initial deposit to Contractor in the amount of \$ \_\_\_\_\_ upon signing this Agreement.

B. Progress Payments. Owner shall pay Contractor in accordance with the Payment Schedule attached as Exhibit "B." Invoices shall be submitted with copies of receipts for materials and itemizations for labor and other charges. Owner shall pay Contractor in full when invoices are due as stated on the invoice. Failure to make progress payments in full when due shall immediately excuse Contractor from any obligation to continue performance. Additionally, any delay in making a progress payment in full shall extend Contractor's date for achieving Substantial Completion (defined below) by a number of days equal to the delay in payment.

C. Final Payment. Final payment shall be due upon notification by the Contractor of Substantial Completion of the Project.

D. Interest. Any sum not paid within thirty (30) days of the due date shall accrue interest at the rate of eighteen percent (18%) per annum.

## 5. TIME OF PERFORMANCE.

A. Commencement. Contractor shall commence work within \_\_\_\_\_ calendar days of the date of a fully executed Agreement, when all required permits or other approvals have been issued, and when the Contractor receives the deposit, whichever is last to occur.

B. Completion. Contractor shall diligently pursue and substantially complete all work under this Agreement within a reasonable period after commencement. Contractor estimates the Project will be substantially complete ("Substantial Completion") approximately \_\_\_\_\_ calendar days from Commencement. The Project shall be considered substantially complete upon: (a) issuance of a certificate of occupancy by the applicable governmental building official, if a certificate of occupancy is to be issued; (b) notification from Contractor that the work specified in the Construction Specifications has been completed, if a certificate of occupancy is not required; or (c) the ability to use the remodeled space for its intended purpose.

The estimated date for Substantial Completion shall be extended for any reason specified elsewhere in this Agreement or causes beyond Contractor's control, including without limitation, inclement weather, differing site conditions, labor disputes, natural disasters, acts of God, unavailability of materials, stop page required to comply with any governmental order or regulation, or acts or interference by Owner. Contractor shall not be liable to Owner for any loss, expense or damage resulting from or arising out of a delay or inability to perform this Agreement relating to extensions permitted under or referenced by this subparagraph.

6. CHANGES TO THE PROJECT OR COSTS. Owner shall not be permitted to make any changes to the Project without Contractor's agreement. If Owner desires a change, it is important that a request be made in a timely manner to permit such change be scheduled and implemented with minimum interruption and increase in Cost. The Cost to complete the Project may increase or decrease due to: (a) changes to the Project requested by Owner and agreed upon by Contractor; (b) changes in applicable building codes after the date of Commencement; or (c) latent defects in the existing structure (such as soil conditions that may require Extraordinary work, inadequate structural support for the Project, or damage to the existing structure (termites/woodrot)) which could not be observed by the Contractor prior to the commencement of the work. If a Structural latent defect is discovered, the Contractor shall give notice to the Owner and may prepare an estimate of the anticipated increase in Cost to complete the Project. The expense incurred by Contractor in preparing the estimate (such as engineering fees) shall be paid by Owner when billed by Contractor unless otherwise agreed in writing.

Changes to the Project's scope of work which are not contemplated in the Construction Specifications and Allowances shall be agreed to by Owner and Contractor and may be memorialized in a written "Change Order" in the form substantially similar to that attached as Exhibit "C." Changes to the Project contemplated in, but a variation to, the

Construction Specifications and Allowances shall become a part of the Project covered by this Agreement and compensated on the "cost-plus" basis without preparation of separate written Change Orders. Upon any item being ordered for installation, work performed, or service rendered by Contractor, such item shall be subject to the terms of this Agreement. Once a progress invoice has been delivered to Owner, which includes such item, Owner shall be conclusively deemed to have accepted such item, work, or service unless written objection is made prior to the time such progress payment is due.

7. CONSTRUCTION STANDARDS. The Project shall be constructed substantially in conformance with the Plans, applicable building codes, and (Initial one of the following; the other is not part of this Agreement):

\_\_\_\_\_ The provisions of the current version of the Homeowner Handbook published by the Greater Atlanta Home Builders Association, Inc. That covers the Project (provided that the term "closing" in the Homeowner Handbook shall be deemed the date of Substantial Completion for purposes of this Agreement).

\_\_\_\_\_ the current version of the Residential Construction Performance Guidelines for Professional Builders & Remodelers, published by the National Association of Home Builders.

Owner acknowledges that in the course of construction of the Project, certain changes, deviations, or Modifications from the Plans may be necessary due to governmental regulations, codes, or particular conditions of the Project. Imposition of construction standards greater than the foregoing requirements shall be considered a material change to this Agreement permitting Contractor to adjust the Cost of work accordingly.

8. FINISH SELECTIONS. The Construction Specifications and Allowances anticipate that Owner will make finish selections for such items as fixtures, wall and floor coverings, and other items. Owner shall make all finish selections within \_\_\_\_\_ calendar days from the date of this Agreement, or within \_\_\_\_\_ calendar days of being informed by Contractor that such finish selections must be determined. If Owner chooses physically to obtain any selection rather than Contractor, Owner at the Project shall make such items available or prior to the time they are needed. If Owner fails to make a finish selection or provide an item when needed, it will cause disruption to construction, increase Contractor's expenses, and delay in reaching Substantial Completion. If selections are not made or items provided as set forth herein, Contractor may charge Owner \$\_\_\_\_\_ per day, the parties agreeing that the actual damages to Contractor for delay are difficult to determine and such amount is a reasonable estimate and is not intended to be a penalty. Any delay by Owner in making a selection or providing an item which results in materials not being readily available when needed by Contractor shall extend Contractor's date for Substantial Completion by the number of days equal to the days required to obtain the item.

In the event that Owner selects items which exceed the allowances set forth on the Construction Specifications, Contractor may require Owner to pay for such items prior to ordering or installation of such selections. Such payments are not refundable after purchase or installation of said items.

9. PROJECT ORIENTATION.

A. Project Orientation List. Upon Substantial Completion, Owner and Contractor agree to inspect the Project and to prepare, sign and date a Project Orientation List specifying all items on the Construction Specifications and Allowances that remain to be completed in accordance with the Construction Standards, including any noted in previous inspections.

B. Corrective Work. Contractor shall utilize its best efforts satisfactorily to complete all items listed which are a part of the Construction Specifications and Allowances in accordance with the Construction Standards within a reasonable time and a minimum of disturbance to Owner, but the listing of any item shall not permit Owner to withhold or delay final payment. Owner shall not be responsible for the expense of corrective or remedial work listed which is part of the Construction Specifications and Allowances. Contractor shall be solely responsible for completing or addressing any defective or deficit item in accordance with the Construction Standards.

Owner shall be responsible for any expense to address an item listed on the Project Orientation List, which is not a part of the Construction Specifications and Allowances or is not corrective or remedial in nature in order to comply with the Construction Standards. Contractor may require that a Change Order be executed prior to working on such items.

C. Private Inspections. If Owner chooses to use a private home inspector or consultant to inspect the Project or evaluate the work at any time, the inspector shall at the time of the inspection: (a) maintain all business licenses required by law; (b) be a member of the American Society of Home Inspectors, the Georgia Association of Home Inspectors, or such other professional inspection association mutually agreed upon in writing prior to the inspection; (c) have general liability insurance in an amount of at least \$500,000; and (d) have professional liability errors and omissions insurance in an amount of at least \$500,000. At the time of an inspection, Owner shall provide Contractor with proof that the Inspector meets the foregoing requirements. Arrangements for a private inspection shall be made at least one (1) week in advance. If the inspector concludes that there are any violations of applicable codes, the inspector shall list in writing the applicable code for each alleged violation. Any inspection shall be performed specifically in accordance with the Construction Standards set forth in paragraph 7.

10. LIMITED WARRANTY. (Initial one of the following; the other is not part of this Agreement)

\_\_\_\_\_ Contractor's Limited Warranty. Attached hereto as Exhibit "D" is a one-year limited warranty, this shall become effective upon Substantial Completion. The Limited Warranty shall be void able, in Contractor's sole discretion, in the event that final payment to Contractor is not made. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

\_\_\_\_\_ No Warranty is offered on the Project.

11. CONCERNS INHERENT WITH REMODELING PROJECTS. Owner understands and agrees that there are certain limitations and constraints involved in any remodeling project. Based on that understanding, Owner will provide and agrees to the following items or concerns of Contractor:

A. Matching. The Contractor will use reasonable efforts to match old and new materials and to patch damage to existing materials where such join new materials. However, the point of connection or patched area may be detectable. Contractor shall have no liability or responsibility to make the old and new materials look identical or that the joint become invisible.

B. Property Damage. The Contractor will use reasonable efforts to minimize damage to existing improvements, including, without limitation, driveways, landscaping, lawns and any other existing improvements on the property. However, Contractor shall not be responsible or liable for incidental or consequential damages to any of Owner's property, curbs, sidewalks, or any property, which were not installed by Contractor. Owner shall be responsible for removing or protecting personal property, furniture, landscaping or other items in the vicinity of the renovation Project.

C. Assumption of Risk & Disturbance. Owner understands and acknowledges that during the course of construction, the residence may not be safe for non-construction personnel. Owner assumes all risks for himself or herself, family members, invitees, agents, or guests, including without limitation, personal injury from, relating to or associated with, the Project or Contractor's performance, except for gross negligence or willful injury.

Loud noise, dust, dirt, and general commotion can be expected during construction. Owner Understands and acknowledges that these conditions may exist from approximately 7:00 a.m. to 6:00 p.m., Monday through Saturday. Owner will be solely responsible for addressing any concerns of neighbors or adjacent property owners.

D. On-Site Utilities and Facilities. Unless otherwise agreed in writing, Contractor shall use the utility services, telephone (not including toll calls), water supply, and a designated bathroom within the Project without charge.

E. Advertising. Owner authorizes and grants Contractor permission to display its business sign (subject to applicable ordinances) in a place visible to the public until Substantial Completion of the Project, and to take pictures before, during and after the Project for use in advertising, promotional material, or displays.

F. Exclusions. Unless specifically included in the Construction Specifications and Allowances or the Plans, the Project specifically excludes: changing electrical service or electrical equipment that is in violation of the applicable electrical or building codes, painting the interior and exterior of the existing residence, and the identification, detection, abatement, encapsulation, handling, or removal of any hazardous materials or substances as defined by the U.S. Environmental Protection Agency.

12. INSURANCE REQUIREMENTS/RISK OF LOSS. The Contractor shall maintain workers compensation insurance, if and to the extent required by law, and liability insurance for damages to persons or property who enter onto the job site at the Contractor's request. Owner is responsible for all other insurable risks, including without limitation, property, casualty, and theft insurance in an amount necessary to cover the improvements to the property as a result of this Agreement and the contents of his or her home, and any other lender insurance requirements. Owner shall bear the risk of loss for all materials incorporated into the structure or stored on the job site.

13. OWNER WARRANTIES & RESPONSIBILITIES. In addition to all other duties of Owner under this Agreement, the following shall apply:

A. Ownership. Owner warrants that he/she has fee simple title to the property described in paragraph 1.

B. Access. Owner shall provide Contractor, and all employees, subcontractors, and suppliers of Contractor with adequate access to the Project as required by Contractor to perform this Agreement.

C. Homeowner Association Approval. Owner is responsible for obtaining all approvals required by any architectural control committee or homeowners' association.

D. Survey. Owner is responsible for obtaining any reasonably necessary boundary surveys, site plans, foundation surveys, or final surveys.

E. Easements and Zoning. Owner is responsible for securing and paying for any easements, variances, zoning changes, modifications to restrictive covenants, or other similar matters prior to commencement of the Project.

F. Hazardous Materials. Owner represents that he/she is not aware of any hazardous materials or Substances as defined by the U.S. Environmental Protection Agency, including but not limited to, Asbestos, polychlorinated biphenyl (PCB), and lead paint, to which Contractor or its employees or subcontractors may be exposed during construction of the Project. In the event that Contractor Encounters or reasonably believes it has encountered such substances, it shall have the right, notwithstanding any other provision of this Agreement, to stop work and remove its employees from the area until the nature and remedy for such materials has been determined. If such actions cannot be determined within a reasonable time, Contractor shall have the right to terminate this Agreement and be compensated for Owner's default under this Agreement. Owner shall indemnify and hold harmless Contractor to the fullest extent permitted by Georgia law from any and all claims, damages, losses and expenses, including but not limited to attorneys fees and litigation or arbitration expenses, arising out of or relating to any such hazardous materials.

14. SUBCONTRACTORS, EMPLOYEES & SUPPLIERS. Contractor is entitled to select the subcontractors, employees, and suppliers who will work on or provide materials for the Project. Contractor shall be solely responsible for hiring, firing, and supervising construction personnel. Owner shall not give directions or orders to anyone other

than Contractor or a designated Project supervisor. Owner shall not interfere with construction personnel and shall not negotiate with or retain any of Contractor's employees or subcontractors without Contractor's prior written consent. Owner agrees not to have any work performed on the Project by other personnel until Contractor has completed the Project or this Agreement has been terminated.

#### 15. DEFAULT & NOTICE OF DEFAULT.

A. Events of Default. Contractor shall be default under this Agreement if it shall abandon work on the Project or otherwise refuse to carry out its obligations under this Agreement (unless such abandonment or refusal is based upon a prior default by Owner which Owner has failed to cure after notice thereof). Contractor shall be deemed to have abandoned work if it or any subcontractor shall fail to perform any work on the structure for twenty-one (21) consecutive days, unless such failure is the result of any force majeure.

Owner shall be in default under this Agreement if he/she/they shall refuse to permit Contractor to Complete performance, shall fail to pay any amounts when due, or otherwise refuse to carry out his/her obligations under this Agreement (unless such refusal or nonpayment is based upon a prior default by Contractor which it has failed to cure after notice thereof).

B. Notice. In the event of default, the other party shall give the defaulting party written notice (other than for the payment of money), by certified mail return receipt requested or by hand delivery, which specifies the event(s) of default. The defaulting party shall have ten (10) days (except for the payment of a progress payment or final payment, the notice of which shall be the invoice) from receipt of the notice in which to begin curing any default, which actions shall be continuously pursued and completed within a reasonable time in light of the nature of the default. If such default is cured within such time frame, each party agrees that this Agreement shall remain in full force and effect, and neither party may assert any claims as the result of such default. In the event the default by either party, which is not cured within such time frame, or a payment is not made when due, the non-defaulting party may suspend performance of any obligation it may have under the Agreement and, its exclusive remedy shall be to demand binding arbitration.

C. Termination. In the event of termination by Owner as a result of default by Contractor, Owner shall pay Contractor: (a) amounts due at the time based on the payment schedule for the work completed; (b) Any amounts due in any Change Order; (c) amounts due for allowances or finish selections which have been made; and (d) all expenses incurred by Contractor in connection with the Project that are not otherwise covered under this subparagraph. In the event of termination by Contractor as a result of default by Owner, Owner shall pay to Contractor all of the amounts to be paid to Contractor as set forth in the preceding sentence, plus any profit Contractor would have earned under the Agreement in the absence of such default by Owner.

#### 16. STATUTORY ALTERNATIVE DISPUTE RESOLUTION:

A. "Act:" For purposes of this paragraph, the term "Act" shall refers to O.C.G.A. §§ 8-2-35 through 8-2-43.

B. Notice: GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

C. "Construction Defect:" For purpose of the Act, the term "construction defect" shall mean: any matter concerning the design, construction, or repair of a dwelling, as that term is defined in O.C.G.A. § 8-2-36

(6), or an alteration of or repair or addition to an existing dwelling, or of an appurtenance to a dwelling on which a person has a complaint against Seller or other “contractor,” as that term is defined in O.C.G.A. § 8-2-36 (5); and any physical damage to the dwelling or real property on which it is located that is caused by a construction defect. This definition does not change or expand: the definition of “Construction Standards” in this Agreement; or Seller’s obligations relating to design, construction, repair or replacement under this Agreement, any limited warranty, the law or otherwise. The term “construction defect” is incorporated into this Agreement to make it clear that any “action,” as that term is defined in O.C.G.A. § 8-2-36 (1), whether based on breach of contract, breach of warranty, negligence, fraud or other statutory or common-law grounds, that alleges a “construction defect” is subject to the Act.

D. Interaction of Act and Agreement: Buyer acknowledges and agrees that his obligations under this Agreement are in addition to those under the Act.

E. Except as permitted by O.C.G.A. § 8-2-38 (o), if Buyer files an “action,” as that term is defined in O.C.G.A. § 8-2-36 (1), without first complying with the requirements of the Act, Buyer shall be liable for the reasonable attorney’s fees and expenses incurred by Seller in obtaining a stay of that action

17. REMEDIES AFTER DEFAULT - BINDING ARBITRATION. Owner and Contractor agree to cooperate with one another in avoiding and informally resolving disputes between them. Owner and Contractor acknowledge that in the event of a dispute, which cannot be informally resolved, binding arbitration provides a more efficient, economical, and flexible method of resolving the dispute. If a warranty is issued, all warranty procedures shall first apply to the claim or dispute. Any unresolved claim or dispute between Owner and Contractor arising out of such warranty or any other claim or dispute of any kind or nature between Owner and Contractor arising out of or relating to this Agreement, or the breach thereof, shall be resolved by binding arbitration in accordance with the Official Code of Georgia Annotated 9-9-1 *et seq.* and the rules, procedures, and decisions of such arbitrator shall be final. If Owner and Contractor do not voluntarily agree on the arbitrator Construction Arbitration Associates, Ltd. shall be the arbitrator. Any questions regarding the interpretation of this arbitration provision or about the arbitrability of a dispute under this provision shall be decided by the arbitrator, unless specifically required by law to be decided by a court, and shall be binding on the parties. Their initials below evidence the parties’ agreement to the provisions of this paragraph:

\_\_\_\_\_ / \_\_\_\_\_ (Owner’s initials) \_\_\_\_\_ (Contractor’s initials)

Notice of demand for arbitration shall be filed within a reasonable time after the dispute has arisen, but in no event shall any claim or controversy be asserted more than one (1) year after Substantial Completion. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The fee to initiate arbitration shall be shared evenly by Owner and Contractor, provided the arbitrator may render as part of the award filing fees, arbitration costs and other expenses in its discretion.

18. GOVERNING LAW. This Agreement and all of its provisions, exhibits and attachments shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia.

19. RIGHT TO CANCEL. Owner shall have three (3) business days to cancel this transaction as explained in Notice of Cancellation attached as Exhibit “E.”

20. RIGHT TO RESCIND. Under federal law, Owner may have a right to rescind this Agreement. Owner acknowledges receipt of the Notice of Right of Rescission attached as Exhibit “F.”

21. INTEGRATION CLAUSE. The contract constitutes the complete agreement between the parties and shall not be modified except in writing signed by all parties hereto.

22. TERMS & HEADINGS. All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm, or corporation to which they may refer as the context may require. Whenever the context may require the singular shall include the plural and vice versa. Headings on each paragraph are for convenience of the parties and shall not be construed to alter or amend any provision of this contract.

23. NOTICES. Except as otherwise provided in this Agreement, notice shall be to the address set forth on page 1, in writing, and shall be delivered: (a) in person; (b) by overnight courier prepaid; (c) by facsimile Transmission with confirmation of receipt; or (d) by the United States Postal Service certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party. Notice shall be effective upon receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt. The inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be receipt. Either party may change such addresses by giving the other written notice of the new address.

24. SPECIAL STIPULATIONS. The following special stipulations set forth below or attached hereto shall control over any preceding paragraph:

25. EXHIBITS AND ADDENDA. The following Exhibits and/or Addenda are attached hereto and by Reference made a part hereof:

- Construction Specifications and Allowances, Exhibit "A"
- Payment Schedule, Exhibit "B"
- Change Order Agreement, Exhibit "C"
- Limited Warranty Agreement, Exhibit "D"
- Notice of Cancellation, Exhibit "E"
- Notice of Right of Rescission, Exhibit "F"
- Other, Exhibit " "
- Other, Exhibit " "
- Other, Exhibit " "

SIGNATURE PAGE

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Use full legal name)

Print or Type Name:

By: \_\_\_\_\_  
(Owner)

Title: \_\_\_\_\_  
(Owner)