



Greg Sims, President
P.O. Box 1560
Flowery Branch, GA 30542

Phone: 770-294-8078
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E-mail: constructionlaborservices@gmail.com

Construction & Improvement Contract

SECTION II. CONTRACT TIME:

Contract time shall be agreed upon as the time in which the Owner and Contractor sign said agreement. Work shall not commence until project is permitted (if necessary). Contractor shall in no way be held liable for time delays due to homeowner, insurance company, tenant or any other involved parties response time on such projects. Any such delays shall not be included with contractor allotted time for completion of project. Contractor shall not be liable for any delay or nonperformance caused by an act of God, nature strikes, unavailability of materials, or any other contingency beyond Contractors control.

CONTRACT TIME (CON'T):

- a. All parties acknowledge that said project began on or about _____ (date agreed to in lieu of permit; not needed for work to commence/complete) which shall commence the beginning of said project and time commitments by the parties.
- b. Project is expected to complete on before _____ days from the time the contract is executed. All parties agree that possible time delays with cabinet orders can and may take as long as six weeks to order and this provision shall in no way reflect on Contractors inability to meet the before mentioned deadline.

SECTION III. CONTRACT PRICE & PAYMENT SCHEDULE:

The Owners authorize Travelers' Insurance Company to release payment direct to CLS, LLC for the services that are performed in conjunction with the above insurance claim. Should the Insurance Company require direct payment the Owners, said Owners hereby request that the name Construction Labor Services, LLC be added to the draft that will be sent to the Owners in payment of said claim.

Contract Price:

The contract price for work to be performed is \$ _____

- a. (See Exhibit _____ for estimate breakdown) payable as follows:
- b. Owner hereby acknowledges any and all additional costs incurred for services not covered by _____ Insurance Company shall be solely the responsibility of the Owners. All payments shall be made directly to Construction Labor Services, LLC.

Payment Schedule: (These items are subject to change but must be agreed to in writing or attached as a draw request)

- a. \$ _____ - due upon the execution of the agreement owner agrees to pay contractor
- b. \$ _____ - due upon roughin being completed and drywall being installed with cabinet order satisfied by the Owners.
- c. \$ _____ - 1/3 due upon the Certificate of Completion provided by Construction Labor Services, LLC.



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Payment Schedule: (con't)

- d. **In the event of non-payment:** All parties agree and acknowledge the Certificate of Completion will not and shall not be delivered or released to the property owner, management company or any assigns successors or heirs to said property until final payment to Contractor is made in full and a Waiver of Lien Release is signed.
- e. Contractor reserves the right to lien the property until such payment is made.
- f. Payments to Contractor shall not be withheld due to insurance time delays, banking restrictions, mortgage restrictions or any other such related causes.
- g. Owner is fully liable for all contract payments this includes any supplements needed to pass inspections needed in order to obtain Certificate of Completion.
- h. All supplements required to complete said scope of work will be paid in full to CLS, LLC.

SECTION IV. NOTICES:

Any notices required to be given herein shall be sent to the parties listed at their respective addresses either by personal delivery, email, or by certified mail - return receipt requested. Such notices shall be effective upon delivery or mailing. All parties acknowledge that contact information shall be as follows:

Property Management Team:

Company: _____
Name: _____
Phone: _____
Fax: _____
Email: _____

Home Owner:

Phone: _____
Email: _____
Address: _____

Insurance Company:

Claim Representative: _____
Claim # _____ / Date of Loss _____
Phone: _____
Policy #: _____
Fax: _____
Email: _____

Contractor / Project Manager:

Construction Labor Services, LLC
Greg Sims, Project Manager
4505 JM Turk Road
Flowery Branch, GA 30542
Phone: (770) 294-8078
Fax: (800) 787-5960
Email: constructionlaborservices@gmail.com

SECTION V. ALTERATIONS

All parties acknowledge that all change orders, modifications initiated and approved by the owners, project managers, assigns, successors or heirs to the project shall be in writing and attached herein as a addendum to this contract. The price of any modifications must be agreed to in writing prior to the commencement of any work performed by the contractor and a payment schedule amendment attached to this agreement.



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SECTION VI. WARRANTY

Contractor guarantees that the work will be constructed in accordance with the accepted state building code practices, and Contractor will guarantee against defects in workmanship and materials for a period of one (1) year from the date of its completion. This warranty does not cover damage or defects which are the result of characteristics common to the materials used or conditions resulting from condensation, expansion or contraction of any such materials, this concludes such examples but not limited to other items not covered in the agreement.

SECTION VII. DISPUTE RESOLUTION AND ATTORNEY'S FEES

Any controversy or claim arising out of or related to this Agreement shall be settled by binding arbitration. Judgement upon the award may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or legal proceedings relating to the Agreement shall be entitled to payment incurred with arbitration. This provision is in addition and can be used concurrently with all other lien rights provided to Contractor on Georgia law.

SECTION VIII. BINDING EFFECT OF AGREEMENT:

This constitutes the entire agreement between said parties. Any changes, alterations, or addendums to this agreement shall be valid and enforceable only if agreed to in writing between the parties and attached to contract. All addendums must be signed by all parties and notarized.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. 3 duplicate originals of the agreement have been signed and notized below.

(THE 3 DAY RIGHT TO CANCEL HAS BEEN WAIVED)

Thank you allowing us to service you and thank you for choosing Construction Labor Services, LLC.

Construction Labor Services, LLC

Insured Signater / Homeowner

Authorized Signature / Date

Authorized Signature / Date

Print Name / Title

Print Name / Title

Witness

Authorized Signature / Date

Print Name / Title



CLS Construction
Labor
Services, LLC

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