

Construction Agreement

Prograde Building and Renovation

This contract is entered into this X Day of MONTH 2024, by and between Cullen Powell DBA Prograde Building and Renovation, hereinafter referred to as "Contractor" and FIRST LAST, hereinafter referred to as "Owner."

1. Agreement

The Contractor agrees to complete the Project per the Proposal, in accordance with this Contract. All work will be done in a good, sound, and workmanlike manner. The Contractor anticipates to begin work no later than the X day of MONTH 2024 and complete the work on or before the X day of MONTH 2024. Contractor, to the best of their ability, will give Owner reasonable notice of any potential delays in start and completion dates.

2. Project Description

The Project ("Project") is defined as follows:

3. Compliance with Laws

The Contractor will comply with all federal, state and local laws.

4. Standard Materials

All materials provided by Contractor will be standard stock materials unless otherwise specified and will match existing materials within reasonable tolerance as to color, texture, design, etc. Notwithstanding the foregoing, other products and materials may be substituted for equivalent products due to availability. Owner will bear the cost

difference for any materials requested by Owner that are not standard as defined herein. Owner will also bear the cost for cost increases due to delivery delays outside of Contractor's control, or price increases by supplier after quote is provided. Prior to purchasing said requested materials, Contractor will provide a cost-estimate to Owner for approval. Owner extends the Contractor the full and exclusive right to select materials appropriate to complete the Project. Any benefits of purchasing materials belong exclusively to Contractor.

5. Hazardous Materials

Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including but not limited to asbestos, is not Contractor's responsibility under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the extra work to remedy such hazardous materials. Such work shall be considered Extra Work under Paragraph 10.

6. Access to Work

6.1 Owners Responsibilities

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of vehicles during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite in a manner adequate to prevent persons other than Owner, Contractor and any authorized workers or material suppliers from gaining access to that site. Contractor shall be responsible, at the end of each workday, for storing all equipment and materials in the facilities provided by Owner.

6.2 Contractors Responsibilities

Contractor shall not be liable for damage to driveways, walks, lawns, shrubs or other vegetation by movement of vehicles, workers, equipment, materials or debris. Contractor shall keep Owner advised as to the hours during which work is scheduled to be performed at the jobsite. If Owner denies access to any worker or supplier of materials during scheduled working hours, then Owner will be deemed in breach of this Contract and subject to liability for any damages caused by the breach.

7. Property Lines, Power, Comfort Facilities

Unless otherwise specified, Owner will provide all necessary electric utilities from the point of entry at Owner's property line or, if metering devices are required, to those devices. Owner agrees to make drinking water and toilet facilities available to all workers or to compensate Contractor for the cost of rented facilities. Owner agrees to provide the electricity that Contractor requires at the jobsite to complete the work.

8. Work Allowance, Conflict and Abnormal Conditions

There shall be a reasonable allowance on all dimensions specified in work plans. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints etc. and the terms of this Contract, then this Contract shall be controlling. Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any existing old, fragile or poor conditions, including but not limited to rotted or corroded material. Contractor is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls or piers required or any unusual depth requirements, such as but not limited to, conditions caused by poor soil, lack of compaction, hillside or other slope conditions. Contractor is not obligated to correct those conditions. All work necessary to correct abnormal conditions that is required by public bodies shall constitute Extra Work as provided in Paragraph 10 and the cost shall be in addition to the Contract price specified herein.

9. Amendments and Modifications

Any subsequent amendment, modification or Contract, which alters this Contract and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and this Contract shall be controlling in case of conflict with any other provision in Contract.

10. Extra Work and Changes

If Owner, Construction Lender or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contractor's usual fee for overhead and profit. Such additional cost for the modification or extra work shall be paid in full immediately upon approval of the extra work or modification.

11. Work Change Orders

Contractor shall do no extra work without the prior written authorization of the Owner in the form of a Work Change Order. A Work Change Order shall show the agreed terms and be approved and signed by both parties and shall be subject to the terms and conditions of this Contract. Should any terms of the Work Change Order conflict with this Contract, this Contract shall be controlling.

12. Readiness for Work

All areas which the Contractor and his agents may do work must be in a reasonably clean order, including, but not limited to toilets, sinks, bathtubs and floors, whether they are being repaired or replaced. Any cleaning the Contractor and/or his agents must complete in order to do their work is subject to a surcharge of one hundred and fifty dollars (\$150) per hour.

13. Electrical Service

Unless specifically included in this Contract, electrical work shall not involve a change to any existing service panel. This Contract does not include changes to existing wiring in areas undisturbed by alterations. All existing electrical wiring systems are assumed to be, and Owner represents them to be adequate to carry the load imposed by existing work. Any work necessary to correct these existing conditions shall be an Extra Work item subject to Paragraph 10 of this Contract.

14. Removal of Material and Debris

Except for items designated by Owner in writing prior to the commencement of the Project, Contractor shall dispose of material removed from structures in the course of the Project. Contractor shall remove construction debris on termination of work and shall leave the premises in neat, broom-clean condition. Contractor calls Owner's attention to, and Owner acknowledges, the limitations of Contractor's ability to completely remove certain remnants of debris, such as dust from drywall, plaster or other materials due to the nature of the work. Contractor is not liable for any damage or injury caused by dust or similar debris that may remain in the home and/or ventilation due to inability to remove completely and/or circulation of air.

15. Extra Time

Contractor shall start and pursue work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

16. Protection of Owner's Property

Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, pets, carpets, rugs, drapes, furniture, shrubs and plantings. Contractor shall not be held responsible for damage to or loss of any items of personal property.

17. Guarantee of Materials

Contractor does not guarantee any materials, equipment, assemblies or units that Contractor has purchased or will purchase as part of the work covered by the Contract. All of these items are subject to manufacturers or processor's guarantees or warranties.

18. Work Stoppage

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due. If the work is stopped, for any reason, for a period of 60 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplies and any other loss sustained, including Contractor's normal overhead plus a profit of 10 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage, warpage, racking or loss of that material.

19. Image Release

By initialing here, Owner expressly authorizes Contractor to take and distribute “before and after” photos for training and/or advertising purposes.

Initialed:

20. Non-Disparagement

During the term of Contractor’s work on the Project, Owner shall not make any disparaging remarks, or any remarks that could reasonably be construed as disparaging, regarding Prograde Building and Renovation, its subsidiaries, or its or their officers, directors, employees, stockholders, representatives or agents. For purposes of this section, “disparage” shall mean any negative statements, reviews, comments or feedback, whether written or oral, about Prograde Building and Renovation.

21. Completion and Use

Owner agrees to sign and record a Notice of Completion within five days after the project is completed and installed product is ready for use. Use of the improved area(s) shall constitute completion. If a funding control service is used, then Contractor and Owner agree that the funding control service shall be appointed as Owner’s agent to sign and record a Notice of Completion on Owner’s behalf.

22. Corrective or Repair Work

If minor items of corrective or repair work remain to be accomplished by Contractor after the Installed product is ready for use, Contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of that work.

If major items of corrective or repair work remain to be accomplished after the installed product is ready for use, and the aggregate cost of that work exceeds one percent of the gross Contract price, then Owner, pending completion of the work, may withhold payment of a sufficient amount to pay for completion of the work, but shall not withhold and greater amount.

If, at any time during the Contractor’s work and for one year following completion, Owner believes there is a defect in the work, the Owner must first give the Contractor an opportunity to repair before seeking a third party for repairs. If Owner receives a report from a third-party inspector, Owner must provide such report to the Contractor

and allow the Contractor the first opportunity and thirty (30) days to repair. If Owner refuses to allow Contractor the first opportunity to repair, Contractor will not be liable for any such damage and/or repair.

23. Warranty

Contractor warrants work product to be free from defects in workmanship, under normal residential use and conditions, for a period of one (1) year from the execution of the Notice of Completion or from the fifth day after completion of work, whichever occurs first. The warranty covers faults or failure of installation or construction associated with the Project. The warranty does not cover ordinary wear and tear, abuse, neglect or acts of God.

24. Payment

Payment shall be made to Contractor via payment of electronic invoice, cash or check as follows:

24.1 Any change orders are due in full at the time the change is made and agreed upon.

24.2 Remainder of total price in the Proposal, plus and surcharges for Extra Work, is due after installation of the Work ("Final Payment"). If any invoice is not paid when complete, interest will be added to and payable on all overdue amounts at 18 percent (18%) per year, or the maximum percentage allowed under applicable laws, whichever is less. Owner shall pay all costs of collection, including without limitation, Contractor's own reasonable attorney fees. In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, may cancel this Contract, and/or seek legal remedies. No work will be scheduled without a signed copy of this Contract and completion of the first payment event. Since Contractor will, if possible, open and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.

25. Cancellation

If Owner terminates this Contract without cause prior to the start of work but after executing this Contract, Owner shall pay Contractor a cancellation fee of twenty percent (20%) of the total Proposal price. Once work as started, if Owner cancels the work at any time prior to completion, the Contractor will retain 100% of the Deposit, or compensation for work completed at the time of cancellation, whichever is higher, plus all incurred and/or non-cancellable expenses (e.g. rental equipment, subcontracted labor). Any potential non-cancelable expenses can be provided to Owner upon request.

26. Disputes

In the event a dispute develops between Contractor and Owner with regards to matters arising out of, or relating to, this Contract, and that the parties do not promptly resolve, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Tennessee Alternative Dispute Resolution Commission. The parties agree to share equally in the costs of the mediation.

27. Notice

Any notice required or permitted under this Contract may be given by ordinary or electronic mail at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

28. Integration Clause

This document and all documents incorporated by reference constitute the parties' entire Contract. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties. This Contract shall be construed in accordance with, and governed by, the laws of the State of Tennessee.

29. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Tennessee with venue in Shelby County.

30. Attorney's Fees

In the event of any arbitration or litigation arising from this Contract, each party shall be responsible for their own attorney fees and legal costs.

31. Signatories

This Contract shall be executed by the Owner, _____ and by the Contractor, Cullen Powell DBA Prograde Building and Renovation. The Contract shall be effective as of signing.

32. Term

This agreement shall be in force from the date this agreement is signed by Owner until all work indicated herein is completed and paid for and all other terms of this agreement have been satisfied, unless sooner terminated pursuant to this agreement.

33. Signatures and Effective Date

The parties hereby agree to the terms and conditions set forth in this agreement and parties affirm they are authorized to sign below:

Date:

Date:

Signed:

Signed: