



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

1. **SCOPE OF WORK:** Contractor shall provide all labor and materials and perform all work necessary for the completion of described scope of work included in the provided quote.
2. **Email Communications:** Terms, conditions, timelines and changes to scope of work agreed upon in email communications between contractor and owner will be considered an addendum to this contract.
3. **TIME OF COMPLETION:** Contractor will strive to commence the work to be performed under this contract and substantially complete work under this contract within the dates agreed upon in the follow up email to the provided quote. Time is not of the essence unless guaranteed in a separate addendum to this contract.
4. **WORK SCHEDULE:** Unless provided for in a separate addendum to this contract the work site shall be available from 8:00 am to 5:00 pm Monday thru Friday. Owner will not determine contractors specific work schedule between these hours.
  - (a) **Holidays:** Contractor will observe all Federal holidays but reserves the right to work during holidays and weekends in order to maintain a project schedule.
  - (b) **Service Calls:** Contractor strives to maintain a consistent schedule but also runs a service sector of the company. Occasionally service calls must be attended to immediately and will cause the crew to be diverted off your project for the period necessary to complete service.
  - (c) **Materials and Administrative tasks are completed throughout the day.** At times arrival to the jobsite may be delayed due to wait times at materials suppliers or drive times to and from. While the jobsite must be available in the above-described times it is no guarantee that crew members will arrive and leave at specific times.
  - (d) **Arrival and departure:** Once the crew arrives for the day it is to be expected that they will come and go as needed and will not have to announce access after the initial arrival. Contractor will try to notify the Owner that work is completed for the day.
5. **DELAYS:** Contractor shall not be liable for any delay due to circumstances beyond its control including labor shortages, casualty, acts of God (including weather), equipment failures, illness or injury of any crew member or general unavailability of materials.
6. **Incident Weather:** Contractor reserves the right to delay work when weather conditions are deemed unsafe or negatively impact production and the timely completion of tasks.

**Maintenance of Roadways, Driveways and Sidewalks:** Client is responsible for maintaining passable roads, driveways, and sidewalks on the property. If the contractor performs snow and ice removal the client will be back charged for all associated costs.
7. **PERSONAL BELONGINGS:** All personal belongings, decorations, décor, furniture etc. shall be removed from the work area. Additional charges will be applied if the contractor is forced to move personal belongings and furniture. Contractor is not liable for damage to any personal items left in or adjacent to the work area.



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

PETS: Owner understands and agrees that all animals will be kept out of all work areas and all storage areas for the duration of this job. Owner will provide access to all work and storage areas Monday through Friday from 8:00 AM to 5:00 PM for the duration of the project.

If at any time access to the work or storage areas is not available to contractor crews or subcontractors due to the presence of owner's pets, owner agrees to reimburse the contractor or subcontractor for expenses incurred for travel and lost time at the rate of \$90 per man hour lost.

Owner understands and agrees that contractor personnel and sub-contractors may not attempt to enter any work or storage area if owners animals have open access to that area.

Owner also understands and agrees that contractor personnel and sub-contractors will not be responsible for any pets leaving the home due to doors, windows, gates or other openings in the home being left open.

8. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government; the cost thereof shall be included as part of the Project price.

9. **INSURANCE:** Contractor shall maintain general liability, workers compensation and builder's risk insurance as required by law.

10. **Hazardous Materials:** Unless otherwise specifically provided for, the contractor shall not be responsible for removal and/or disposal of any hazardous materials as defined by any federal, state or local law, regulation or ordinance, including without limitation, lead-based paint, asbestos, and material containing asbestos. If such hazardous materials are encountered during the contractor's work, then the owner shall pay all additional costs to remove and/or dispose of such hazardous materials in accordance with such federal, state, and local laws, regulations, and ordinances.

11. **CHANGES TO SCOPE OF WORK:** Without invalidating this agreement, Owner may order extra work or change to the existing Contract using a Change Order. A change may consist of additions, deletions, or modifications to the original contract work. (The contract sum and the contract time being adjusted accordingly), providing the document is mutually agreed to and signed by both the owner and the contractor. Such modifications to the original contract, or subsequent contracts or change work orders may only occur with a signed change order. This change order may change the job completion date.

Only (1) signature from each respective party to this agreement shall be necessary to execute the change order.

Owners understand a design/estimating and coordination fee of \$75 per hour will be incurred on the design, drafting and pricing of the change or additional work, whether the change is elected or not by the Owner.

Contractor will not be liable for any changes made without a completed and signed change order. Contractor will not be liable for any agreements made between owner and any other party other than contractor.



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

(a) **Adverse Condition Changes:** Changes to scope of work may also occur due to conditions found upon disassembly or demolition of existing materials or realized during the execution of work. These changes are generally unavoidable and must be remedied in order to continue the original scope of work. These changes shall follow the same protocol as owner-initiated changes.

(b) **Life Safety/ Further Damage:** If a change must be executed immediately due to the threat of further damage or life safety issues, repairs will be made, and the customer will be billed for the cost of the change.

(c) **Municipal/ Government Required Changes:** Any changes, alterations to, or omissions from the drawings or specifications which may be required by any public body, utility, or inspector shall constitute a change in the work and shall be paid for in the same manner as any other change in the work.

12. **LATE PAYMENT/DEFAULT:** A failure to make payment for a period in excess of five (5) days from the due date shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Owner agrees to pay a late charge of \$10 per day for any payment received more than 5 days past the due date.

- **Any problems or concerns that result in withheld payment must be brought to the contractor's attention within 48 hours of project completion and receipt of the final invoice. Any delay in payment of final invoices will result in additional fees and damages.**

- If final payment is not received within 5 days of completion any warranties provided by the contractor are void.

Owner understands and agrees that any check or other medium of payment presented to contractor by the owner or owners agent that is returned for insufficient funds or any other reason that delays the deposit by contractor of the monies due as outlined in the payment schedule for this project will incur an additional charge of \$50 plus any and all fees assessed by the bank or other institution handling these monies and any and all other resultant charges, fees or late fees, regardless of the reason or the extent of those charges or fees.

13. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Owner shall pay Contractor for any additional work done by Contractor in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by Contractor exceeds 20 percent of the Contract price, either the Contractor or Owner may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract and Owner shall pay Contractor a percentage of the Contract price in proportion to the amount of work accomplished prior to the destruction or damage.

14. **OWNER SUPPLIED MATERIALS AND LABOR:** Materials and labor supplied by the owner often create scheduling and warranty problems. We do not recommend supplying material or labor for your own protection. Should you decide to supply materials they will be exempt from our warranty and, at our discretion, void the warranty of related work if failure occurs.



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

Should work to be performed by the owner cause delays in the work we or our subcontractors are to perform as part of this contract you may, at our discretion, be charged for the time if we or the subcontractors cannot work on another project elsewhere during the delay. Owner assumes all liability for injury or damage to materials or premises while engaged in Owner Supplied Labor.

15. **COMPLETION & PUNCH LISTS:** Within 3 working days prior to the completion of this project contractor and owner will jointly walk through the entire project and assemble a punch list of the remaining items of work to be completed as outlined in the original contract and subsequent change orders agreed to between the parties of this contract.

This punch list will be a single document that will contain all items that contractor and owner agree need to be done to fulfill the conditions of this contract. When contractor has completed each item owner will initial those items on the punch list, agreeing that they have been satisfactorily completed. When the terms of the original contract and change orders and the final punch list have been completed this job will be complete and the final payment will be due and payable on that day.

Any additional items that owner may find after the punch list has been completed will be dealt with only after the final payment and retainage has been received by contractor and this job has been declared completed and the job moved to warranty coverage.

If owner fails to make themselves available to compile the punch list as outlined above, owner accepts the punch list that contractor will assemble prior to the completion of this job and will comply with the balance of the process for the punch list.

If owner fails/refuses to sign off on completed punch list items without due cause and agreement by contractor, owner will be in default of this agreement.

Contractor and owner will agree to and specify any deficiencies or delays regarding the punch list and payment for those items on a change order on or before the completion date for this job. Any retainage for work to be completed will not exceed contractors cost plus 10%

16. **ASSIGNMENT:** Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

17. **INTERPRETATION:**

(a) **Interpretation of Documents.** The Contract, drawings, and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Contract shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, Contractor shall be required to perform the work as though it were called for and displayed in both documents.

(b) **Entire Agreement.** This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

(c) **Governing Law.** This Contract shall be interpreted and governed in accordance with the laws of the State of New York.



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

18. **ATTORNEYS' FEES AND COSTS:** If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

19. **PERFORMANCE:**

(a) Contractor may, at its discretion, engage subcontractors to perform work pursuant this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

(b) All work shall be completed in a workman-like manner and in compliance with all building codes, applicable laws as well as the Residential Construction Performance Guidelines from the National Association of Home Builders. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

(c) Contractor agrees to remove all debris and leave the premises in broom clean condition.

20. **DISPUTES:** If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days administered under AAA arbitration rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If parties are unable to agree on a mediator, a mediator shall be appointed by the named administrator. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

21. **WARRANTY:** Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials.



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

## NOTICES TO OWNER

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

The home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.

However, if the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for materials that have been supplied prior to the time that payment is due, such payments for such work or materials shall not be deemed to be progress payments and shall not be required to be deposited.

## NOTICE OF CANCELLATION



McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh, New York 14873  
(607)261-1861

Transaction Date: Date of approved quote and acknowledged contract terms.

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE TRANSACTION DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO:**

**McKinley Home Services, LLC  
32 Mechanic Street  
Prattsburgh NY 14873**

**NO LATER THAN MIDNIGHT OF THE 3<sup>rd</sup> DAY FOLLOWING THE TRANSACTION**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer's Signature)