



DC0700

PA HOME IMPROVEMENT CONTRACT 1/6

DATE OF AGREEMENT: 0/0/2021 JOB#: DC0700

1. CONTRACTOR INFORMATION:
NAME: DONLIN CONSTRUCTION
Barry Donlin
STREET ADDRESS: 90 Hillside Ln
CITY, STATE, ZIP CODE: Lancaster, Pa 17601
TELEPHONE #: 717-917-7722
PA HOME IMPROVEMENT REG. #: PA# 049268

2. BUYER/OWNER/CUSTOMER INFORMATION:
NAME:
STREET ADDRESS:
CITY, STATE, ZIPCODE:
TELEPHONE #:

3. PROJECT LOCATION:
NAME:
STREET ADDRESS:
CITY, STATE, ZIPCODE:
TELEPHONE #:
LOT#:

4. APPROX. START DATE: 0/0/2021 APPROX. COMPLETION DATE:

5. LABOR & SCOPE OF WORK: [PLEASE SEE ATTACHED ESTIMATE FOR JOB#:] DC0700

6. MATERIALS TO BE USED: [PLEASE SEE ATTACHED ESTIMATE FOR JOB#:] DC0700

7. PROJECT NOTES & SPECIFICATIONS: [PLEASE SEE ATTACHED ESTIMATE FOR JOB#:] DC0700

PLEASE BE ADVISED: Once this contract is signed, the Specifications cannot be changed without a written change order signed by the Owner/Customer and the Contractor.

8. TOTAL PRICE OF PROJECT/CONTRACT
[INCLUDING ALL LABOR & MATERIALS]: \$ -

9. DOWN PAYMENT/DEPOSIT AND COST OF SPECIAL ORDER MATERIALS:
A. DOWN PAYMENT MONIES TO BE ADVANCED: \$ -
B. SPECIAL ORDER MATERIALS TO BE ADVANCE [NON-REFUNDABLE]: \$ -
TOTAL DOWN PAYMENT [A + B FROM ABOVE]: \$ -
C. ADDITIONAL PAYMENT OR OTHER TERMS: [PLEASE SEE ATTACHED & ADDITIONAL TERMS] \$ -
GRAND TOTAL DUE AT SIGNING: \$ -

PLEASE BE ADVISED: For a home improvement contract where the total price is more than \$1000, the deposit shall not be more than: 1/3 of the home improvement contract price plus the cost of Special Order Materials.

Buyer Initials: _____



DC0700

PA HOME IMPROVEMENT CONTRACT 2/6

DATE OF AGREEMENT: 0/0/2021 JOB#: DC0700

10. LIST NAMES, ADDRESSES, & TELEPHONE NUMBERS OF ALL SUBCONTRACTORS KNOWN AT THE DATE OF THE SIGNING OF THIS CONTRACT:

- A. Dion Bryan Construction
224 Colebrook Rd
Elizabethtown, PA 17022
717-443-0095

- B. Craig Landvater
226 Colebrook Rd
Elizabethtown, PA 17022
717-203-3701

- C.

11. EXCEPT OTHERWISE PROVIDED BY LAW OR REGULATION, CONTRACTOR AGREES TO MAINTAIN LIABILITY INSURANCE COVERING PERSONAL INJURY IN AN AMOUNT NO LESS THAN \$50,000.00 AND INSURANCE COVERING PROPERTY DAMAGED CAUSED BY THE WORK OF A HOME IMPROVEMENT CONTRACTOR IN AN AMOUNT NOT LESS THAN \$50,000. THE CURRENT AMOUNT OF INSURANCE COVERAGE MAINTAINED BY CONTRACTOR AT TIME OF SIGNING THE CONTRACT IS:
A. PERSONAL INJURY: **\$1,000,000.00** ; AND B. PROPERTY DAMAGE: **\$1,000,000.00**

12. THE PENNSYLVANIA BUREAU OF CONSUMER PROTECTION MAY BE CONTACTED AT: 1-888-520-6680
WHERE A CALLER CAN OBTAIN INFORMATION AS TO WHETHER A CONTRACTOR IS REGISTERED WITH THE BUREAU PURSUANT TO THE PENNSYLVANIA HOME IMPROVEMENT CONSUMER PROTECTION ACT.

13. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES
AND THE PARTIES AGREE THAT ALL ATTACHMENTS AND REQUIRED NOTICES ARE ATTACHED HERETO.

14. RIGHT OF RESCISSION-
YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BY SIGNING THIS CONTRACT, OWNER(S) ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THE ENTIRE CONTRACT, HAVE BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE CONTRACT WITH AN ATTORNEY OR OTHER ADVISOR AND ARE NOT RELYING ON ANY ORAL REPRESENTATIONS OF CONTRACTOR. OWNER'S SIGNATURE BELOW SHALL SERVE AS ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF THIS CONTRACT.

Buyer Initials: _____



DC0700

HOME IMPROVEMENT CONTRACT 3/6

DATE OF AGREEMENT: 0/0/2021 JOB#: DC0700

15. SCOPE OF WORK AND COMPLETION:

- A. The scope of work shall be built according to the existing plans and specifications, blue prints, rough plans verbalized by owner, and/or from the results of our discussions of this project.
- B. Any major changes will be in writing and agreed upon by the Customer and Contractor when applicable by separate agreement or digitally signed for in our Project Management App (APP).
- C. Any change orders or add on work that result in additional costs will be due upon their completion or may be added to the final invoice. Invoicing for these change orders are done at our discretion or at your request. Special Orders change orders are due prior to ordering and are non-refundable.
- D. All work will be completed in a professional manner.
- E. The quality of materials and methods will be standard for this area or higher.

16. INTERFERENCE, USE OF SPACE, AND HOURS OF OPERATION:

- A. Customer shall not complete any of the contract scope of work or any work that would interfere with the contract work without permission from the Contractor.
- B. If Customer subcontracts additional work that would interfere or alter any of this contract work, the Customer shall inform the Contractor or have a representative from the subcontractor hired, inform the Contractor of the scope of their proposed work prior to the commencement of this contract work. Contractor reserves the right to decline the Owner's request if the proposed work interferes with the Contractor's timeline or cost to complete the work included in this contract.
- C. The Contractor and Customer hereby acknowledge that the approximate starting and completion dates may differ due to any of the items listed below in (D) or (E) of this section.
- D. Customer acknowledges that Contractor will not be responsible to Customer for delays in starting or completion due to factors including, but not limited to:
 - 1. changes by the Customer in the scope of work to be performed, specifications or materials to be used;
 - 2. delays in receiving the materials to be used under the Contract or any agreed Change Order.
 - 3. delays resulting from acts of God or adverse weather conditions;
 - 4. delays caused by shortages of labor, availability of materials or equipment;
 - 5. delays caused by the failure of Owner to perform any of Owner's obligations under this Contract;
 - 6. delays caused by concealed conditions or discovered hazardous materials; and
 - 7. other causes reasonably beyond Contractor's control.

Buyer Initials: _____

- E. Customer acknowledges that Contractor will charge the Customer a fee if the Customer is responsible for any delays in starting, continuing, or completion of contracted work due to factors including, but not limited to:
1. Obstructions such as furniture, wall hangings, or personal items **Fee:** \$150.00 per room to move
 2. Obstructing access to designated construction areas in contract **Fee:** \$150 per hour of delay
 3. Changing timeline of work to be completed without Contractor's agreement or consent. **Fee:** \$150 per hour of delay
 4. Delaying or preventing access or use of construction areas included in the scope of work **Fee:** \$150 per hour delay
 5. Contractor agrees to notify Customer of any pending charges prior to charging the Customer for any of the charges listed above.
 6. Above charges are limited to the days of Monday through Friday between 8:30 am to 5:30 pm
 7. **PLEASE NOTE:** Contractor clearly understands there may be delays in the project due to events or for reasons beyond the Customer's control. Such as: Illness, Covid, injuries, personal reasons, customer work related issues, life events, or issues unforeseen. Contractor simply asks the Customer to communicate any delays in a timely fashion. Donlin Construction is understanding and flexible.

- F. Customer agrees to allow the Contractor access and use of the following areas M-F between the hours of 8am to 5pm to complete the included scope of work:

1ST FLOOR	<u>YES-NO-N/A</u>	<u>EXCEPTIONS-CONDITIONS & NON-USE</u>
1. Garage		
2. Hallways		
3. Formal LR		
4. Dining Room		
5. Family Room		
6. Powder Room		
7. Bathroom		
8. Master BR		
9. Master Bath		
10. Bedroom 1		
11. Bedroom 2		
12. Front Yard		
13. Backyard/Porch		
14. Driveway		
15. Basement		

2ND FLOOR

1. Hallways
2. Master BR
3. Master Bath
4. Bedroom 1
5. Bedroom 2
6. Bedroom 3

- G. **HOURS OF OPERATION**
1. Contractor's hours of operation are Mon-Fri between the hours of 8am-6pm.
 2. Any communications received outside of those hours will be returned the next business day.
 3. For emergency and urgent matters, please call 717-917-7722 and leave a detailed message.

PLEASE NOTE: Use of our project management app, Buildertrend, is provided as a courtesy and at no charge. All data entered into Buildertrend is property of Donlin Construction. Access and data will not be available once the project is completed and closed.

Buyer Initials: _____



DC0700

HOME IMPROVEMENT CONTRACT 4/6

DATE OF AGREEMENT:

0/0/2021

JOB#:

DC0700

17. DEPOSITS AND PAYMENTS:

- A. All deposits made to Donlin Construction will be used as working capital against the construction costs, labor, and material for this job. Deposits are non-refundable in whole after 3 day cancellation period.
- B. Payments are due within 7 Days or Interest shall be added at the rate of 1.5% per month (18% annual). Customer shall pay all costs of collection, including reasonable attorneys fees for unpaid invoices.
- C. **SPECIAL ORDER MATERIALS ARE NON-STOCK ITEMS THAT CANNOT BE RETURNED ONCE ORDERED BY CONTRACTOR.**
Any special order materials for the project are listed in the Estimate, which is made a part of the Contract, and the agreed to payment terms are as follows:
When Contractor orders the materials, Owner shall, if required by Contractor, no later than 7 business days after receipt of Contractor's invoice pay the entire amount of special order materials in addition to the 1/3 deposit already received. Owner acknowledges that special order materials cannot be returned once ordered by Contractor and Owner is solely responsible for the cost of the materials whether or not they are used for the Project. If the Contract is canceled for any reason, the cost of special order materials will not be refunded by Contractor and the materials will be given to Owner. The special order materials will not be ordered before expiration of the Owner's 3-day Right of Cancellation
- D. Attached and marked as "Payment Schedule" is a Payment Schedule made a part of the Contract which shall be followed by Contractor and Owner. All payments are due within 7 days of invoice. Payments received 1 days after the due date may be subject to the interest rate set forth in the payment schedule. Owner's failure to make any payment when due shall excuse Contractor from continuing with performance of the Project.

18. WARRANTY:

- A. Donlin Construction only assumes responsibility for work completed under this contract and is not responsible for damage of furniture or existing items that are present during the time of construction. If there are items that are present and cannot be moved or properly protected, we will do our best not to disrupt or damage them. Items of value left out at time of construction will be at your own risk.
- B. Donlin Construction warrants and guarantees all labor for a period of one year after construction completion. Please refer to manufacturer paperwork for any warranties regarding the installed product. Most materials come with a one year warranty. There are no other warranties express or implied.

Buyer Initials:



DC0700

HOME IMPROVEMENT CONTRACT 5/6

DATE OF AGREEMENT:

0/0/2021

JOB#:

DC0700

19. SUBCONTRACTORS

- A. The subcontractor information in this Contract does not bind the Contractor and other subcontractors may be used and substituted at anytime by the Contractor. Owner shall not contract for any work for the property directly with any subcontractor we hire to complete work on your job or project.
- B. The subcontractors we use are not employees of the Contractor, they have their own licenses and insurances in the State of PA. Their HICPA information is available by request or you can call the hotline number at 1-888-520-6680 for further information.
- C. Contractor is not liable for damages or issues arising from faulty work of hired subcontractors or their employees if applicable, although we will help resolve any issues that arise from hiring them and hold each subcontractor liable if they are proven to be the cause of the damage or issue at hand.

20. CONTACT TERMINATION:

- A. If the Customer cancels or terminates this contract at anytime past midnight of the third day after the Contractor and Customer signed this Contract, then, the Customer will incur a penalty or cancellation fee of 10% of the total cost of this Contract/Agreement. At that time, the Customer will owe the Contractor for the cost of any and all completed work or materials purchased (determined solely by the Contract pricing); less any deposits or progress payments made to the Contractor by the Customer as of the cancellation date.
- B. If the Customer and Contractor mutually agree to cancel or terminate this contract at anytime past midnight of the third day after the Contractor and Customer signed this Contract, then, the Customer will not incur a penalty or cancellation fee. At that time, the Customer will owe the Contractor or the Contractor will owe the Customer for the difference in cost for any and all completed work or materials purchased (determined solely by the Contract pricing), less any deposits or progress payments made to the Contractor by the Customer as of the cancellation date.
- C. If the Customer and Contractor can not agree to a final Termination Settlement as described above due to mutual termination, then by default, the attached Arbitration Clause will be observed and in full effect. Please refer to that document for further details and descriptions.
- D. This Contract shall be governed by the laws of the Commonwealth of Pennsylvania. Therefore, the project shall be completed in compliance with all laws, ordinances, rules and regulations of the applicable Commonwealth government.
- E. This Contract shall not be assigned by the Owner without first receiving the Contractor's written consent, which may be denied in the Contractor's sole discretion.

Buyer Initials: _____



DC0700

HOME IMPROVEMENT CONTRACT 6/6

DATE OF AGREEMENT: 0/0/2021 JOB#: DC0700

21. THE FOLLOWING ITEMS OR SPECIAL REQUESTS ADDED AT THE TIME OF THIS CONTRACT SIGNING ARE TO BE ADDED TO AND CONSIDERED TO BE PART OF THIS CONTRACT IN FULL:

- A.
- B.
- C.
- D.

22. ATTACHMENTS & SPECIAL CALUSES

Special clauses intended by Contractor and Owner to be made a part of this Contract shall be checked below and are identified as follows:

<input checked="" type="checkbox"/>	Contractor's Limited Warranty	Included
<input checked="" type="checkbox"/>	Notice of Claim and Right to Repair	Included
<input checked="" type="checkbox"/>	Payment Schedule & Special Orders	Included
<input checked="" type="checkbox"/>	Additional Terms & Specifications	Included
<input checked="" type="checkbox"/>	Additional Terms & Specifications	Attachment
<input checked="" type="checkbox"/>	Consent to Completion	via DC App or print upon completion

BY SIGNING THIS CONTRACT, OWNER(S) ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THE ENTIRE CONTRACT, HAVE BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE CONTRACT WITH AN ATTORNEY OR OTHER ADVISOR AND ARE NOT RELYING ON ON ANY ORAL REPRESENTATIONS OF CONTRACTOR.

OWNER'S SIGNATURE BELOW SHALL SERVE AS ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF THIS CONTRACT.

SIGNATURE OF CONTRACTOR
[OR SALESMAN ON BEHALF OF CONTRACTOR]

SIGNATURE OF BUYER/HOME OWNER
[[OR HIS AGENT OR OTHER CONTRACTED PARTY]

X _____
SIGNATURE

X _____
SIGNATURE

DATE:

DATE:

WITNESS:

WITNESS:

DATE:

DATE: