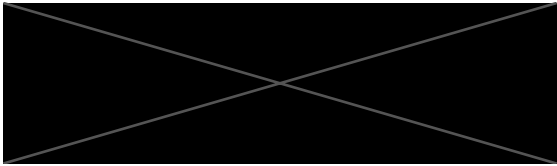
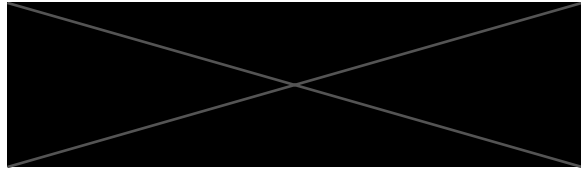


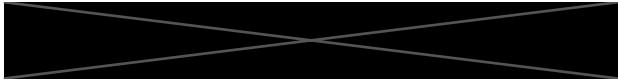
PREPARED BY



PREPARED FOR



CONSTRUCTION AGREEMENT DETAILS



DESCRIPTION

Home Renovation

01 - Planning

Permit Drawings

- Create permit ready drawings for the kitchen reconfiguration including wall removals and plumbing relocations

Permit Fees & Inspections

- Based on current municipal rate

02 - Site Preparation

Demolition

KITCHEN:

Remove:

- Appliances
- Countertops
- Cabinets
- Baseboard
- Drywall (walls & ceiling)
- Partition walls
- Electrical devices
- Plumbing fixtures

DINING ROOM:

Remove:

- Drywall & trim along party-wall
- Bernhardt hutch

LIVING ROOM:

Remove:

- Fireplace & ductwork up to ceiling
- Drywall along fireplace wall
- Bulkhead above fireplace

POWDER ROOM:

- Remove wall paper from feature wall in powder room
- Cut open drywall at vanity drain and sconce
- Remove bath fan (electrician)
- Remove tiled floor & underlayment

THROUGHOUT:

- Remove CVAC canister and cap existing ports behind drywall
- Remove all coaxial wall plates

BASEMENT:

Remove:

- Shelving and peg board in closet under stairs and closet under foyer
- Drywall in hallway ceiling for electrical & mechanical rework

SECOND FLOOR:

Remove:

- Closet organizers from all closets
- Baseboard from all closets
- Mirror and sconces in ensuite
- Mirror, sconce and shelving in main bath

Waste Disposal

- (2) 14 CY waste bin rentals

Portable Toilet

- Portable toilet not included
- Workers can use basement bathroom

Surface Protection & Dust Control

- Protect entire main floor hardwood with masonite and landscaping fabric
- Surface protection on stairs to basement and floor leading to mechanical room
- Plastic wall barrier at stairway with magnetic doors to basement and upstairs
- Plastic wall barrier around furniture and artwork
- Plastic over closet doors on main floor

Site Prep - Material

- Roll of floor protection
- Roll of poly
- Painters tape
- End caps
- Other supplies

06 - Framing

Framing - Material

SPF #2 or better kiln dried lumber

Framing - Labour

KITCHEN:

- Backing for new drywall (from bulkhead and partition wall removal)

POWDER ROOM:

- Add solid blocking for vanity

LIVING ROOM:

- Adjust opening for fireplace and add blocking for drywall (from bulkhead removal)

11 - Plumbing

Plumbing - Fixtures

KITCHEN ISLAND FAUCET:

- Graceline Pull Down Kitchen Faucet with U-Spout
- Finish: Satin Nickel
- Brand: Rohl
- Quantity: 1
- SKU: MB7956LMSTN

KITCHEN ISLAND SINK:

- Silgranit – Precis U 1-3/4" Double Bowl Sink
- Colour: Truffle
- Brand: Blanco
- With grates on both sides
- Quantity: 1
- SKU: 401142

Plumbing - Install

KITCHEN:

Rough-in:

- Move fridge supply
- Move sink
- Add garburator
- Dishwasher

Finish:

- Garburator
- Kitchen faucet & drain

Plumbing - Contingency (CA\$500.00)

- Move plumbing currently located in wall being removed

*This serves as a budget number only as the total amount of plumbing to be relocated is currently unknown

12 - Mechanical

Mechanical - Install

- Move range hood vent
- Move return air into island toe-kick

Mechanical - Contingency (CA\$1,000.00)

- Move supply ducts currently located in wall being removed

*This serves as a budget number only as the total number of ducts to be relocated is currently unknown

13 - Electrical

General

GENERAL:

- ESA permit included
- Labour and materials as per listing
- All new devices to be white Decora style with screwless gloss cover plates (except where noted)

NOT INCLUDED:

- Work outside of intended scope
- Interconnected smoke detectors
- Service work / sub-panel
- Supply of LED pot lights
- Supply of decorative light fixtures and ceiling fans

NOTES:

- Existing LED pot lights to be reused
- Fixtures over 50 lbs subject to extra fee
- Electrical/lighting counts to be finalized during walkthrough; extras/credits adjusted at completion
- Existing electrical system assumed to be to code; service sizing assumed adequate
- Any re-work of existing circuits due to wall removal billed as time and material

Main Floor

FRONT ENTRY:

- Remove and replace entry fixture with new
- Remove and replace fixture by basement staircase with pot light
- Add one additional LED pot light in front of powder room/closet
- Replace existing devices with new white Decora and screwless cover plates

LIVING ROOM:

- Existing pot lights to remain
- Relocate light dimmer switch to new location at fireplace wall and replace with new
- Remove 2 LED pot lights and install new bookshelf wall sconces
- Run new 20 Amp 120V electric fireplace feed
- Replace existing devices with new white Decora and screwless cover plates

DINING ROOM:

- Relocate two switches to back patio door for dining room and hutch
- Install new chandelier in new location (per drawing)
- Install 2 new wall sconces for hutch
- Add one new counter receptacle at hutch area
- Replace existing devices with new white Decora and screwless cover plates

KITCHEN:

- Kitchen appliance wiring
- Kitchen appliance garage wiring
- New LED pot lighting layout on LED dimmer switch
- Island pendant fixtures on LED dimmer switch
- LED under-cabinet lighting on LED dimmer switch
- Island receptacles

Second Floor

HALLWAY:

- Remove 2 surface mount fixtures
- Install 3 new hallway pot lights and 1 stairwell pot light
- Replace existing devices with new white Decora and screwless cover plates

MASTER BEDROOM

- Replace existing devices with new white Decora and screwless cover plates
- Remove cable plates and blank plate
- Replace ceiling fan

MAIN BATHROOM:

- Replace existing devices with new white Decora and screwless cover plates
- Replace existing exhaust fan with new Panasonic 110 CFM exhaust fan
- Add timer switch for exhaust fan
- Relocate pendant to wall sconce at vanity

OFFICE:

- Replace center fixture
- Replace existing devices with new white Decora and screwless cover plates
- Remove cable and blank plates

SPARE ROOM:

- Replace existing devices with new white Decora and screwless cover plates
- Add 1 new TV receptacle (ARC fault protected)
- Remove cable and blank plates
- Replace ceiling fan

Recessed TV Mount

- Supply and install (1) Premium Large In-Wall Full-Motion Mount for 42-85" TVs (Sanus - VIWLF128-B2)

Island Receptacles (CA\$800.00)

- Supply and install (4) concealed island receptacles
- <https://prado.com/us/outlets/>

Basement

HALLWAY:

- Install new Pico remote holder and cover plate
- Remove single pole switch controlling hallway receptacle, make constant power
- Replace existing devices with new white Decora and screwless cover plates

COLD CELLAR

- Remove and reinstall light for new ceiling

CLOSET UNDER STAIRCASE:

- Remove and reinstall light for new ceiling

LAUNDRY ROOM

- Add 1 new light fixture above washer/dryer (on existing light circuit)

BATHROOM

- Replace existing devices with new white Decora and screwless cover plates

RECREATION ROOM

- Replace existing devices with new white Decora and screwless cover plates

Contingency (CA\$500.00)

- Move electrical currently located in wall being removed

*This serves as a budget number only as the amount of electrical to be relocated is currently unknown

16 - Drywall

Drywall

GENERAL

- All drywall work to be finished to paint-ready condition.
- Drywall to be 1/2" ultra-lite unless otherwise specified
- Finish includes taping of seams, 3 coats of drywall compound, sanded smooth, and ready for prime/paint.

THROUGHOUT:

- Patch drywall at existing central vac port locations
- Patch drywall at coaxial cable port locations

MAIN FLOOR:

- Patch drywall on ceilings and walls where required after mechanical trade rework (potlights removed, switches relocated, bulkheads removed).
- Reinstall drywall and finish within kitchen after demo of existing backsplash, partition walls, and cabinetry.
- Reinstall drywall on kitchen ceiling where existing bulkheads/walls were framed (approx. 8' W x 16' L).
- Reinstall drywall on kitchen cabinetry, stove, and fridge wall after mechanical trade rough-in (approx. 24' W x 9' H).
- Cement board install at reframed fireplace wall, prep for solid surface install.
- Patch and repair walls/ceiling in main floor closet, prep for closet system install.
- Patching as required for new pot light and relocated bath fan.

SECOND FLOOR:

- Patch, repair, and finish all closets after closet system demo, prep for new closet installs.
- Patch where required for mirror removal at Primary Ensuite & Main Bathroom

BASEMENT:

- Fix dents in stairwell
- Patch ceiling in hallway (from rough-in relocations)

17 - Trim & Int. Doors

Baseboard - Material

- Baseboard: 1x6 flat stock primed FJP (match existing)
- Shoe Mould: step bevel 1-1/4" primed FJP (match existing)
- Casing: 1x4 flat stock primed FJP

Door Hardware - Material

- Door count: (16) upstairs, (3) main floor, (4) basement
- Door handle allowance: \$45 each
- Door hinge allowance: \$4/hinge, 3 hinges/door

Trim & Int. Doors - Install

THROUGHOUT:

- Replace hinges and handles on interior doors

KITCHEN/DINING ROOM:

- Infill baseboard at cabinetry ends

BASEMENT:

- Add baseboard, shoe mould and casing to closet under stairs and closet under foyer

SECOND FLOOR:

- Infill baseboard around new closet organizers

EXCLUSIONS:

- closet organizers supplied and installed by client

18 - Painting

Painting & Wallpaper

GENERAL:

- Supply and apply Benjamin Moore premium paints: Aura Ultimatte, Aura Satin, and Scuff-X
- Cover and protect all floors and furniture
- Minor wall prep: filling dents, nail holes, screw pops, imperfections
- Lightly sand ceilings, walls, trim, and doors
- Caulk gaps where needed
- Prime surfaces where required
- Prime all wall surfaces to ensure no colour bleed-through
- Apply two finish coats to all surfaces (ceilings, walls, trim, and doors)

SECOND FLOOR:

- Paint entire ceilings, walls, trim, and doors

MAIN FLOOR:

- Paint entire ceilings, walls, trim, and doors
- Repair and conceal imperfections around ceiling fixtures

BASEMENT:

- Paint stairwell ceiling, walls and trim leading to basement
- Paint hallway ceiling (ceiling will need patching due to rough-in relocations for kitchen)

19 - Flooring & Tile

Hardwood

KITCHEN FLOOR:

- Infill existing engineered hardwood from cabinet & wall removal
- Engineered hardwood supplied by client (3 boxes are on site)
- Finished flooring not required under cabinetry (to be filled with 1/2" plywood where not visible)

Tile Backsplash

KITCHEN BACKSPLASH

- Equipe La Riviera Glossy tile 2.5" x 8", colour Wheat (LAR25842), 26.4 sq. ft.
- Backsplash install including grout and adhesive

20 - Cabinetry & Countertops

Cabinetry - Kitchen

This price includes:

- Newport Slim Door
- Painted MDF cabinetry in an Oakridge custom colour Natural Cream OC-14
- Rift cut white oak accents in stain TBD
- White melamine interiors
- Crown moulding and hidden soffit valance
- Soft close doors and drawers
- Vionaro drawer system
- Upgraded cabinetry hardware -\$100 Allowance for appliance Pulls
- Pull - TK Cumberland - Honey Bronze
- Knob- Allendale - Honey Bronze
- Edge Pull- Europa Tab Pull - Honey Bronze
- White oak wood veneer top
- White oak interior on appliance garage
- Paint grade fluted back island cabinets
- Custom make it metal hood in standard finish
- Panel ready fridge panels (installed by others)
- Waste bin pull out
- Installation

Additional items:

*Some additional options that may be of interest to you are:

- Wood grain melamine interiors at an additional cost of \$1,196 plus HST
- Dovetail drawers at an additional cost of \$1,310 plus HST

Countertops - Kitchen

Supply & installation of kitchen countertops including island with waterfall edge:

- Quartz Tops: Silestone Bronze Rivers

Cabinetry - Fireplace

This price includes:

- Slab style door
- Painted MDF cabinetry in an Oakridge custom colour Natural Cream OC-14
- Knob - Allendale - Honey Bronze
- Edge Pull - Europa Tab Pull - Honey Bronze
- Installation

Cladding - Fireplace

Supply and install of floor-to-ceiling cladding at fireplace:

- Dekton Albarium

21 - Appliances

Range Hood Insert

- Supply and install (1) range hood insert for 30" induction stove

Exclusions

- Supply and install of all other kitchen appliances not included (Fridge, Stove, Dishwasher)
- Supply of garburator (install is included)
- Installation of cabinet doors on panel-ready appliances not included (to be performed by client's appliance installer) (supply is included)

22 - Specialty Trades

Mirror - Main Bath (CA\$550.00)

- Supply and install (1) frameless mirror (approx 4' x 5') with polished edges and cut-outs for (1) sconce.

Fireplace - Living Room (CA\$2,000.00)

LIVING ROOM:

- Supply & install E133 Regency electric fireplace (replaces existing gas unit)
- Cap existing gas line

30 - Closing

Professional Cleaning

- Dust all walls
- Clean all interior windows and glass doors
- Dust & clean all baseboards, casings and doors
- Wipe down all light fixtures, outlets and light switches
- Vacuum all floors including any stairs
- Clean all interior railings and banisters
- Clean all bathrooms (sinks, faucets, cabinets, showers, bathtubs, mirrors,)
- Clean kitchen (clean interior and exterior of all cabinets, clean sink and faucets and counter space)
- Cleaning of basement area

Closing - Labour

- PDI walkthrough
- General site cleanup
- Final touchups

Optional Items

Media Room - Wallpaper

Cost: \$225

Wallpaper

- Prep and install wallpaper on one wall in media room (TV wall)
- Wallpaper supplied by client

Basement - Closets

Cost: \$1,425

- Closet under stairs and closet under foyer

Demolition

- Remove shelving and peg board to prepare closets for finishing

Framing

- Build 2x4 walls for the purpose of receiving drywall on all walls (where necessary) and around ductwork

Drywall

- Apply and finish drywall on walls and ceiling

Trim

- Supply and install baseboard, shoe mould and casing (to match rest of basement)

Painting

- Paint entire ceilings, walls, trim, and doors

Stairs

Cost: \$8,700

Demolition

- Remove carpet on stairs to second floor and basement

Painting

- Handrail and stringer to basement
- Balustrade at basement opening and staircase to second floor
- Treads, risers and stringers on stairs to second floor

Carpet

STAIRS TO SECOND FLOOR:

- Supply and install stair runner: 12 stairs
- Carpet allowance: 105 sq. ft. @ \$25.00/sq. ft.
- Cushion: Jade Gold Underpad, 6mm (105 sq. ft.)
- Installation over plywood, including underpad

STAIRS TO BASEMENT:

- Supply and install stair carpet: 12 stairs
- Carpet allowance: 96 sq. ft. @ \$8.15/sq. ft.
- Cushion: Jade Gold Underpad, 6mm (96 sq. ft.)
- Installation over plywood, including underpad

Powder Room

Cost: \$6,875

Electrical

- Replace existing exhaust fan with new Panasonic 110 CFM exhaust fan
- Add timer switch for exhaust fan
- Relocate existing GFCI receptacle to below new vanity sink (accessible)
- Replace existing vanity light with new
- Add one additional pot light in ceiling
- Devices to be matte "truffle" Decora with screwless cover plates
- Lights on LED dimmer switch

Plumbing - Install

ROUGH-IN:

- Move vanity a few inches
- New shut-off valve for toilet (with chrome sleeve)

FINISH:

- Vanity faucet & drain (with chrome trap)
- Toilet

Plumbing - Fixtures

POWDER ROOM FAUCET:

- Lombardia C-Spout Widespread Faucet
- Finish: Polished Nickel
- Brand: Rohl
- Quantity: 1
- SKU: A2228LMPN-2

POWDER ROOM TOILET:

- Studio® S Skirted Two-Piece Toilet
- 1.28 gpf / 4.8 lpf, Chair Height, Elongated, with seat
- Colour: White
- Brand: American Standard
- Quantity: 1

POWDER ROOM SINK:

- Essex Console Sink with legs
- Finish: Polished Nickel (legs/metal frame)
- Brand: Cheviot
- Size: 24" x 18" x 36-1/2" max
- Faucet Hole Drillings: 8" widespread
- Quantity: 1

Tile Floor

- Valentino Bianco Marble 2" Hexagon tile, 28.8 sq. ft. (Stone)
- Uncoupling membrane 3 mm
- Tile install including grout and adhesive
- Stone sealer, 2 coats (regular sealer)
- Joint reducer (transition to hallway) 7/8" x 3/8" x 8 ft. (colour TBD)

Wallpaper

- Prep and install wallpaper on powder room walls
- Wallpaper supplied by client

Ensuite

Cost: \$1,650

Mirror (CA\$550.00)

- Supply and install (1) frameless mirror (approx 4' x 5') with polished edges and cut-outs for (2) sconces.

Electrical

- Replace existing devices with new white Decora and screwless cover plates
- Add timer switch for exhaust fan
- Add 2 new vanity wall sconces
- Add 1 dimmer switch to separate pot lights from sconce

Wallpaper

- Prep and install wallpaper on ensuite walls
- Wallpaper supplied by client

Exclusions

General

- Portable toilet (workers to use basement bathroom)

Electrical

- Exhaust fan timer switches
- Interconnected smoke detectors
- Service work / sub-panel
- Supply of LED pot lights
- Supply of decorative light fixtures and ceiling fans

Flooring

- Supply of engineered hardwood flooring for kitchen infill

Wallpaper

- Supply of wallpaper for media room, powder room, and ensuite (installation included)

Cabinetry

- Supply and installation of all closet organizers

Appliances

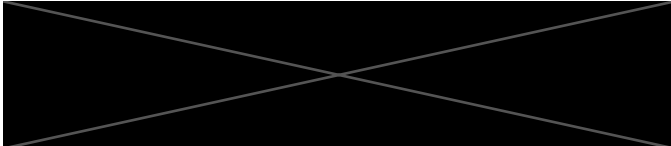
- Supply and installation kitchen appliances: fridge, stove, dishwasher
- Supply of garburator (installation included)
- Installation of panel-ready fridge panels (supply included)

SUBTOTAL CA\$209,441.29

TAX CA\$27,227.37

TOTAL CA\$236,668.66

AGREEMENT BETWEEN OWNER AND CONTRACTOR

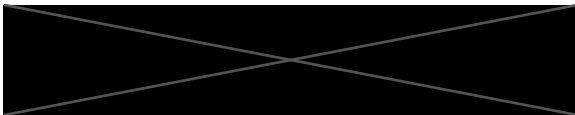


THE WORK

The contractor shall:

Supply all the materials and perform the work required by the contract documents for:

Home Renovation
name of the work



Do and fulfill everything indicated by the contract documents, and commence the work by October 20nd, 2025

and, subject to adjustment in contract time as provided for in the contract documents, attain substantial performance of the work, by January 16th, 2025

The timing of the start and completion of the work is on a best efforts basis and is subject to change, and shall not be the responsibility of the contractor, due to written changes to the agreement, to verbal instructions made to accommodate the owner, to unforeseen structural or system problems, to weather, or for reasons beyond the contractor's reasonable control, i.e. without limitation, delays caused by work undertaken by the owner, his contractors, agents or servants, labour disputes, lack of supply materials or subcontractors, fire, natural disaster, injunction or other judicial processes. Should the cause of the delays be a direct result of the owners, including but not limited to the missing of selection deadlines as agreed in the selection form, and should costs be incurred by the contractor as a direct result of these delays, said costs are to be paid by the owner.

The contractor and the Owner(s) agree that should the Contractor not be able to commence the work within 30 (thirty) days from the commencement date specified in 'The Work' due to causes beyond the Contractor's control, such as inability to obtain a building permit, then the Contractor or the Owner(s) may cancel this Agreement, on written notice as provided herein, such cancellation to take effect upon receipt of the notice. The Contractor liability to the Owner(s) shall be limited to the refund of any monies paid by the Owner(s) to the Contractor, less any costs incurred by the Contractor as previously agreed to by the Owner as specified below.

AGREEMENT AND AMENDMENTS

This Agreement shall constitute the entire Agreement between the Owner(s) and the Contractor and there is no representation, warranty, collateral agreement or condition affecting this Agreement other than as expressed in writing in this Agreement

CONTRACT DOCUMENTS

The following documents form part of this Agreement. In the event of a conflict, the order of precedence shall be as follows:

1. This Agreement

- 2. Change Orders
- 3. Selection Documents
- 4. Drawings

Any statement, arrangement or understanding, either expressed or implied, not contained within this contract will not be recognized.

CONTRACT PRICE

The contract price, which includes HST, is the Final Total As Per this Agreement.

These amounts are conditional to the commencement date of the work and shall be subject to adjustments as provided in the contract documents.

All amounts are in Canadian funds.

Discrepancies and omissions in the agreement, site conditions, etc. and any work requested in the variance of the agreement are considered an extra to the agreement and are not included in the contract price. Any additional work required due to site conditions not disclosed to the contractor, or which could not be reasonably anticipated, are not included in the contract price but are an extra, and will be subject to a Change Order. These may include but are not limited to asbestos inspection and removal, lead paint inspection and removal, rot, non-conforming prior work to home, prior damage to the existing home, water related issues, and unforeseen structural issues.

PAYMENT

Subject to the provisions of the contract documents, the owner shall:

- Make all progress payments on account of the contract price as they become due. Payments are due upon receipt of the invoice. If payment is not received within 5 business days, the contractor reserves the right to suspend work until payment is made.
- Upon issuance of the final invoice, pay the unpaid balance of the contract price, together with HST, within 30 days.

Interest:

Should the owner fail to make payments as they become due under the terms of the contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days
- (2) 4% per annum above the prime rate after the first 60 days

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by TD Canada Trust for prime business loans as it may change from time to time.

Payment Schedule:

- First Draw: Upon Agreement, 20%
- Second Draw: Commencement of Framing, 30%
- Third Draw: Commencement of Drywall, 30%
- Fourth Draw: Commencement of Cabinetry 10%
- Fifth Draw: Upon Completion, 10%

ALLOWANCES

The purpose of the allowance is to act as a budget amount until such time as fixed pricing can be obtained through the owner provided details and specifications of individual selections. Any amount unused from an allowance shall be credited in full to the noted allowance amount. Any amount which exceeds the noted allowance plus all additional labour, material, overhead and profit shall be due and payable. All allowances do not include applicable taxes.

CHANGE ORDERS

The owner, without invalidating the contract, may make:

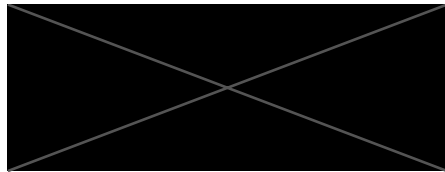
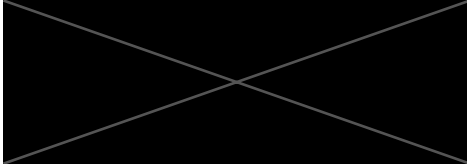
- changes in the work consisting of additions, deletions or other revisions to the work by change order, and
 - changes to the contract time for the work, or any part thereof, by change order.
- The contractor shall not perform a change in the work without a change order.

When a change in the work is proposed or required, the owner will provide the contractor with a written description of the proposed change in the work. The contractor shall promptly present a method of adjustment or an amount of adjustment for the contract price if any, and the adjustment in the contract time, if any, for the proposed change in work.

When the owner and the contractor agree to the adjustments in the contract price and contract time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a change order. The value of the work performed as the result of a change order shall be included in the application for progress payment.

RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

Notices in writing will be addressed to the recipient at the address set out below. The delivery of a notice in writing will be by hand, by courier, by prepaid first-class mail, or by another form of electronic communication during the transmission of which no indication of the failure of receipt is communicated to the sender.



The contractor agrees to supply all labour, materials and supervision to complete the work in accordance with the agreement and agrees to undertake all work diligently in a good and workmanlike manner, in accordance with the Construction Performance Guidelines prepared by the Tarion New Home Warranty Program and in compliance with the Ontario Building Code, and in compliance with all other relevant building codes of authorities having jurisdiction.

The owner accepts that there may be inconvenience from time to time and the contractor agrees to keep such inconveniences to a reasonable minimum. The owner agrees that substitutions for products may occur within the Tarion Guidelines.

CLEANUP

The contractor shall always maintain the lands reasonably free from all rubbish and waste material. At the completion of the work, the contractor shall leave the lands in a reasonably clean condition and fit for use. All equipment, materials, sheds, hoardings, fencing, rubbish, and similar materials incidental to the project shall be cleaned or removed from the lands by the contractor.

SITE SERVICES

The owner agrees to provide access to washroom facilities for the use of the contractor and subcontractors. Owner agrees to provide all temporary power and heat required to perform the work. Should either/both not be available, the contractor shall provide at the owner's expense.

WARRANTY

The contractor shall correct, at his own expense, any defect in the work due to faulty workmanship appearing within a period of two (2) years from the completion date of this agreement. The owner shall give the contractor written notice of such defects within a reasonable time, and in any event within two (2) years from the completion date of this agreement.

This warranty does not cover equipment or supplies that come with their own individual warranties from the manufacturer of the equipment or the supplier of goods and does not cover damage or defect in areas of the home outside the scope of work that may be adversely affected by the work.

Defects shall be determined using the Construction Performance Guidelines prepared by the Tarion New Home Warranty Program.

SALVAGE & REUSE

The contractor will take all due care to ensure that any items designated for salvage or reuse are carefully removed and handled to minimize unnecessary damage. Salvaged items will be stored in a designated, appropriate space as agreed upon with the owner, and reasonable precautions will be taken to protect them from construction debris, impact damage, and improper handling. The owner acknowledges that while the contractor will use best practices in removal and storage, the contractor is not liable for any pre-existing defects or damage in salvaged materials or for incidental wear and tear resulting from handling or storage.

INSURANCE

The contractor shall provide and maintain, at its expense, commercial general liability insurance in the amount of \$2,000,000 for any claims of negligence that cause bodily injury or property damage on the work site described in the agreement.

Since there is still the possibility that claims could arise that are not the negligence of the contractor, the owner is responsible for

maintaining adequate personal liability insurance and adequate property insurance to protect themselves during the construction period. It is mandatory that the owner obtain permission from their insurance company to allow construction/renovation to take place on the property. By signing this agreement, the owner is providing the contractor with confirmation that the owner has personal insurance in place during the construction period.

Depending on the size and scope of the contract the owner's insurance company may determine that a separate builder's risk policy is required. The owner may obtain a builder's risk policy through their own insurance company, or, as an option, the contractor will obtain a builder's risk policy for the owner at an additional cost.

WORKERS' COMPENSATION

At any time during the term of this agreement when requested by the owner, the contractor shall provide such evidence of compliance by the contractor and any of his subcontractors with all requirements with respect to registration under and payments due under the Workers' Compensation Act. It is specifically understood that Workers' Compensation Board costs are included in the contract price and the contractor authorizes Workers' Compensation Board levies, if in arrears, to be paid directly to the Workers' Compensation Board on behalf of the contractor and an equal amount of money to be deducted from any monies owing under this contract.

DEFAULT BY OWNER

If payment of any of the amounts to be paid to the contractor is not made at the time specified, or if the owner defaults in any of the other covenants or agreements, the contractor may, at its option, cease work and treat the agreement as repudiated forthwith on the occurrence of such default, and the contractor may recover payment for the work already completed plus damages, including loss of profit together with interest thereon at the same rate of interest on overdue payments.

DEFAULT BY CONTRACTOR

If the contractor neglects to execute the work in accordance with the terms of this agreement, the owner may by written notice to the contractor, require it to cure the default, neglect or event specified in such notice within fifteen (15) days.

If the contractor fails to comply with the said notice or is not then actively curing the said default, within 15 days of receipt of the notice or if the contractor becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the contractor is appointed in the times so limited, the owner may take possession of the lands and of all materials and appliances thereon and finish the work in accordance with the plans and specifications as he may deem expedient but without undue delay or expense. In such an event, the contractor shall not be entitled to any further payment under this agreement but upon completion of the work, an accounting shall be made between the owner and the contractor at the time the owner took possession of the lands. If the unpaid balance shall exceed the expense of finishing the work, such excess shall be paid to the contractor; however, if such expense shall exceed such unpaid balance, the contractor shall pay the difference to the owner.

REPRESENTATION BY OWNERS

The owners by their execution of this agreement confirm to the contractor that they are all of the owners of the lands and have the power and capacity to enter into this agreement and have the means available to pay the contract price in accordance with the terms of this agreement.

DISPUTE RESOLUTION

The parties hereby undertake to use their best efforts to resolve in an amicable and expeditious manner any dispute or difference that may arise between them under this agreement, first by negotiation and, failing resolution, then through an independent mediator. Any dispute or difference which has not been resolved within 21 days by either of these means shall be referred to binding arbitration, with a single arbitrator to be appointed in accordance with the Arbitration Act, 1991. All costs shall be assigned by the mediator/arbitrator.

PROMOTION & MARKETING

The owners agree to allow the contractor to photograph and record video of the construction process and the completed project. This media may be used solely for the contractor's business promotion, including but not limited to portfolios, websites, social media, and awards submissions. Additionally, the owners agree to allow the contractor to distribute a promotional flyer in the direct area of the lands identifying the work and any related disturbance. The owners also permit the contractor to visit the site with prospective clients, with prior notice given before such visits.

SUCCESSION

The contract shall ensure to the benefit of and binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the Province of Ontario. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect

NO WAIVER

No waiver by any party of any breach of any covenant, representation, warranty, proviso, condition or stipulation herein contained, whether express or implied, by any other party shall have any effect or be binding upon any party unless it is in writing and under the authority of such party, and any waiver whatsoever shall extend only to the particular breach so waived and shall not limit or affect the right of any party with respect to any other or further breach

The above specifications, costs, and terms are hereby accepted.

