

Terms and Conditions:

- 1- Work Area:
In order for the Contractor to complete the Services stated in this agreement, the Customer agrees to supply the Contractor with an adequate and safe working area.

- 2- Taxes:
The total cost of this agreement includes all applicable taxes

- 3- Cancellation of Contract:
If the Customer shall cancel or breach this agreement, the Customer will be required to pay for all incurred expenses (labor and material), plus 20%. If the customer fails to pay these amounts and the Contractor files suit, Contractor will be entitled to compensation of legal and associated fees in addition to loss of profit.

- 4- Modification of Agreement:
Any modifications and/or amendments to this agreement will only be acceptable if written authorization from both parties (Customer and Contractor) is acquired.

- 5- Allowances:
Any allowances included in the proposal and estimate are defined as such: specifically stated labor and/or material allowances, materials requiring final measurements, material requiring final selections, and material requiring approval or additional specifications. All included allowance costs are subject to change based on final measurements, final selections, final approval, and final specifications. Any additional costs will require written authorization from both parties (Customer and Contractor) before commencement of the work.

- 6- Disputes:
Any disputes that cannot be resolved by mutual agreement between the parties will be submitted to arbitration pursuant to the rules and protocols of Dispute Prevention and Resolution, Inc. in Honolulu, Hawaii. The arbitrator shall be entitled to award the prevailing party legal fees and arbitration expenses.

- 7- Lien Rights Disclosure to Customer:
Customer acknowledges that before entering into this contract, Customer has read and executed the attached Disclosure of Lien Rights form.

- 8- Lead Safety Booklet (properties built 1978 or earlier):
Customer acknowledges that before entering into this contract, Customer has read The Lead Safe Certified Guide to Renovate Right pamphlet and executed the Written Acknowledgement of Receipt of Pamphlet provided by the Contractor, Which is included here in. All properties built in 1979 or later are excluded from this requirement.

- 9- Contractor's Repair Act Notice:
CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Signature of Acceptance: _____
Printed Name

_____ Date: _____
Authorized Signature