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| Home Improvement Contract |

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| **Created by:**  [Homeowner.FirstName][Homeowner.LastName][Homeowner.Company] |

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| **Prepared for:**  [Contractor.FirstName] [Contractor.LastName]  [Contractor.Company] |

This contract is made and agreed to as of contract date and represents a binding legal agreement between the Homeowners and Contractor listed below:

#### Homeowner:

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| --- | --- |
| [Homeowner.FirstName] [Homeowner.LastName] |  |
| Name |  |
| [Homeowner.StreetAddress] | contact@eulidanationalbrazil.com |
| Street | Email |
| [Homeowner.City], [Homeowner.State], [Homeowner.PostalCode] | [Homeowner.Phone] |
| City, State, Zip | Phone |

#### Contractor:

|  |  |
| --- | --- |
| [Contractor.FirstName] [Contractor.LastName] |  |
| Name |  |
| [Contractor.StreetAddress] | contact@eulidanationalbrazil.com |
| Street | Email |
| [Contractor.City], [Contractor.State], [Contractor.PostalCode] | [Contractor.Phone] |
| City, State, Zip | Phone |

The contractor will carry out home improvement services according to the attached scope of work, located at the end of this contract.

Any additional work or modifications to the work listed in the attached scope of work shall require a change order. A change order is a formal document listing the materials and labor required for services not listed in the original home improvement contract, and must be signed by both the Homeowner and Contractor.

Contractor shall obtain all required permits, including local residential construction permits. Contractor will also pay any fees associated with licensing or inspection of completed work.

Should any easements, zoning changes, or modifications to applicable covenants be required to complete the home improvement project, the Homeowner shall be fully responsible for any costs incurred.

Homeowner agrees to maintain adequate insurance coverage for the property where the home improvement project is being performed. Homeowner agrees to provide a copy of the certificate of insurance for the property in question to the Contractor prior to the project's commencement.

Contractor agrees to maintain workers' compensation and liability insurance, and agrees to provide a copy of the certificate for that insurance to the Homeowner prior to the project's commencement.

Homeowner agrees to provide Contractor's employees and subcontractors with reasonable access to the property where the home improvement project is taking place.

Contractor agrees to make reasonable efforts to prevent disturbance or damage to the property or surrounding areas.

This home improvement contract is based on observations made during the Contractor's initial walk-through of the property. While every effort is made to provide complete and accurate pricing up-front, unforeseen conditions could lead to unexpected costs. Homeowner agrees to be held fully responsible for increased costs due to mold, insects, building code violations, or other discoveries which were not visible in the initial walk-through.

In the event that such conditions are discovered by the Contractor during the home improvement project, Contractor shall issue a change order for Homeowner's approval. No further work will be performed until Homeowner and Contractor agree on a reasonable means of addressing these unforeseen issues.

Homeowner agrees to pay Contractor the following amounts:

Homeowner agrees to make payments in accordance with the following payment schedule:

|  |  |
| --- | --- |
| Payment Date | Payment Amount |
| Payment 1 date | Payment 1 amount |
| Payment 2 date | Payment 2 amount |
| Payment 3 date | Payment 3 amount |
| Project Completion | Payment 4 amount |

Homeowner agrees that Contractor shall place a lien on the property listed above upon commencement of the home improvement project, which will be immediately released upon receipt of the final payment listed above by the Contractor.

Should Homeowner fail to make any payment by the date listed above, Contractor may suspend work until payment is made.

Final inspection will be made by the Homeowner and Contractor upon the home improvement project's completion. At that time, the Homeowner will have the opportunity to identify any work that is unsatisfactory or incomplete.

Contractor agrees to remedy any issues discovered during the final inspection as soon as reasonably possible, and to allow Homeowner to delay final payment until such issues are remedied and approved by the Homeowner.

Contractor guarantees that all home improvement work shall be carried out in a professional manner with quality workmanship. Contractor shall make every effort to blend all surface colors and textures with existing ones, but cannot guarantee exact matches. Material warranties are not offered by the Contractor, and are limited to manufacturers' warranties.

Contractor shall guarantee the quality of all labor and installation performed for a period of warranty months. This warranty covers any fault or failure of installation or construction associated with the home improvement project. The warranty does not cover ordinary wear and tear, abuse, neglect, or acts of God.

Both parties agree to take reasonable measures to resolve any conflicts or issues before, during, and after the home improvement project. In the event that a satisfactory conclusion to any conflict cannot be reached, both the Homeowner and Contractor agree to seek a resolution through a neutral arbitrator, and agree that the decision of any such arbitrator shall be considered final and unrepealable.

The undersigned parties agree that, having read and understood the entirety of this home improvement contract and it's attachments, this contract shall commence as of contract date with the full intent that all parties involved uphold and enforce the full terms of this contract at all times.

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| [Homeowner.Company] | [Contractor.Company] |
| [Homeowner.FirstName] [Homeowner.LastName] | [Contractor.FirstName] [Contractor.LastName] |