



Quality Craftsmanship & Dependable
ROOFING • CARPENTRY
973-378-3530

Contractor Agreement

This AGREEMENT, dated as of [DATE] (the "Effective Date") is by and between Tico's Carpentry & Roofing LLC, 1299 Stuyvesant Ave, Union, NJ 07083 License # 13VH05483900 ("Tico's") and *Name of Homeowner*, at _____, [street address] (the "Homeowner").

The Parties hereby agree as follows:

1. **Scope of Work (the "Work"):** All work done by Tico's shall be completed (a) in a professional fashion and manner and (b) in compliance with all local building codes and laws. Tico's shall provide, at no cost to Homeowner, with the exception of materials set forth in the estimate, all supplies necessary to perform the Work described in the "Description of Work" which is attached hereto. Upon completion of the Work, Tico's agrees to remove all debris and leave the property in broom clean condition. Tico's shall not be responsible for the disposal of any bathroom, kitchen, other fixtures or items removed and/or replaced by Tico's unless specifically set forth in the "Description of Work".
2. **Changes:** Any and all changes shall be emailed to Tico's five (5) business days in advance of such requested change. Any changes that will affect the estimate and the time to complete the job shall be agreed upon and signed by the parties prior to any additional work being done. In the event that changes are discussed and agreed to by the parties, such changes shall further be added to the estimate and shall be included in the final payment for the Work. Such changes shall be noted in an email provided by Tico's after the in-person discussion with the Homeowner.
3. **Insurance:** Tico's shall be responsible for and shall provide its employees with Worker's Compensation and General Liability Insurance. A copy of the certificate of commercial general liability insurance shall be available from The Lynox Group (973-887-7001) and is attached hereto.
4. **Permits:** Tico's shall be responsible for securing any required permit(s). Homeowner shall be responsible for the cost of any required permit(s) and shall provide, when requested, a check to Tico's to pay for such permit(s).
5. **Payments:** For the Work, payment to Tico's Carpentry LLC, shall be made by personal check, with the payment schedule as follows:
 - (a) 10% of the estimate shall be due upon acceptance of the estimate;
 - (b) 40% of the estimate shall be due upon commencement of Work; and
 - (c) 50% of the estimate shall be due upon completion of the Work.Payment in full is due upon completion of the Work.

Homeowner acknowledges that the estimated price shall be based on exterior appearances of the property and any additional work necessary to complete the job in a professional fashion; including damage uncovered during the Work shall be added to the estimate and shall be added to the final payment for the Work.
6. **Non-Payment:** Any balance that remains unpaid after thirty (30) days from the completion of Work shall be subject to late payment charge of 1 ½% per month or maximum allowed by law, if different, together with any expenses incidental to collection including but not limited to the cost for any of Tico's attorney's fees.

After sixty (60) days of non-collection of payment Tico's shall refer the unpaid balance to a collection agency. In the event that the Homeowner fails to pay any periodic or installment payment, Tico's shall cease work without breach pending payment or resolution of any dispute.
7. **Deposit:** A non-refundable deposit of 10% of the estimate shall secure the Homeowner a slot in Tico's schedule and shall be considered a commitment to proceed with the Work.
8. **Date of Work:**
The Work shall commence on or before _____, 20____, and shall be completed on or before _____, 20____.
9. **Bathroom Access:** Homeowner shall provide a bathroom for the duration of the Work. If Homeowner does not provide access to a bathroom, Homeowner agrees to pay any and all costs to provide a portable bathroom to be supplied by Johnny on the Spot (732) 721-3443 and Homeowner shall be responsible for delivery and removal of a portable unit.
10. **Homeowner's Property:** Tico's shall take any and all reasonable steps to protect Homeowner's property throughout the Work. Homeowner shall be responsible for all property left exposed and Tico's shall NOT be responsible for any damage to any such exposed property. Objects left hanging on walls in the vicinity of the Work need to be removed or shall be considered exposed.
11. **Cancellation:** Tico's reserves the right to cancel this Agreement at any time unless it is signed within four (4) months of the date on the Agreement. HOMEOWNER SHALL HAVE THE RIGHT TO CANCEL THIS AGREEMENT UP TO THREE (3) BUSINESS DAYS AFTER THIS AGREEMENT HAS BEEN SIGNED BY THE PARTIES. HOWEVER, AT NO TIME SHALL DEPOSIT BE RETURNED TO HOMEOWNER.

TO CANCEL THIS AGREEMENT, YOU MUST EITHER:

SEND A SIGNED AND DATED NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO: Tico's Carpentry, LLC 1299 Stuyvesant Ave, Union, NJ 07083. 908-624-0001; OR

DELIVER, BY HAND, A SIGNED AND DATED NOTICE OF CANCELLATION TO: Tico's Carpentry, LLC 1299 Stuyvesant Ave, Union, NJ 07083. 908-624-0001.

12. **MISC: Electricity Access:** Homeowner shall provide electricity for the duration of the Work. If Homeowner does not provide electricity, Homeowner agrees to pay any and all additional charges for a generator.

Due to circumstances beyond its control, including strikes, casualty, bad weather, or general unavailability of materials, Tico's shall not be liable in any way for any delay of the Work.

Tico's shall remedy any defect due to faulty material which shall appear within the period of one (1) year from when the Work shall be completed.

For information about Tico's and Tico's registration act, contact the NJ Dept. of Law and Public Safety, Division of Consumer Affairs at 1-888-656-6225