

# RENOVATION AGREEMENT

THIS RENOVATION AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the Renovator and \_\_\_\_\_, hereinafter called the Owner.

WITNESSETH, that the RENOVATOR and the Owner for the considerations named agree as follows:

## ARTICLE 1. SCOPE OF THE WORK

The RENOVATOR shall do the following items for all of the work detailed \_\_\_\_\_. RENOVATOR will hire and when necessary, sub-contract any trades necessary as it pertains to work to be preformed on property at \_\_\_\_\_:

**(LIST WORK HERE OR ATTACH TO AGREEMENT AND REFERENCE LOCATION OF WORK IN THE BLANK ABOVE.)**

## ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall commence on or before \_\_\_\_\_, 20\_\_\_\_ and shall be completed on or before \_\_\_\_\_, 20\_\_\_\_ unless otherwise agreed in writing.

Failure to complete by such date will entitle the Owner to deduct \$75.00 per day for each day beyond such date. The date of completion may be changed as a result of change orders or other factors. However, both parties must agree upon any change in the completion date in writing. **It is the RENOVATOR's responsibility to call for all punch appointments with regard to draws and for final inspection at completion. Owner will deduct \$25.00 from Contract Price for each visit Owner makes to the Property for draw punch requests and final completion inspection wherein the items to be completed are not.**

**If the work is not completed by the 3<sup>rd</sup> day after said completion date above, the Owner may at his option fire the RENOVATOR and any additional cost incurred by Owner to complete the work in this Agreement plus the applicable late penalty stated above will be deducted from RENOVATOR's agreed bid price below. Time is of the essence.**

## ARTICLE 3. CONTRACT PRICE

The Owner shall pay the RENOVATOR the following for materials and labor:

First Draw	\$ _____	Upon Completion of Items _____
Second Draw	\$ _____	Upon Completion of Items _____
Balance	\$ _____	Upon Total Completion _____

Subject to additions and deductions pursuant to authorized change orders. The following items are exempt from this Agreement:

1. \_\_\_\_\_ (typically appliances, landscaping)

## **ARTICLE 4. PROGRESS PAYMENTS**

Payments of the Contract Price shall be paid in the manner following: Above amounts paid in full within 7 days after all work is completed, approved as such by Owner, RENOVATOR's submission of invoices, Final inspections by code inspectors for permitted work when applicable, along with execution of a lien waiver. Payment will not be disbursed without a signed and notarized lien waiver.

## **ARTICLE 5. GENERAL PROVISIONS**

Any alteration or deviation from the above specifications, including and not limited to any such alteration or deviation involving additional material and /or labor cost, will be executed only upon a written order for same, signed by RENOVATOR and Owner, and if there is any charge for such alteration or deviation, the additional charge will be added to the Contract Price.

1. All work shall be completed in a workman-like manner to the satisfaction of the Owner and in compliance with all building codes and other applicable laws.
2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. RENOVATOR may at its discretion engage subcontractors to perform work hereunder, provided RENOVATOR shall fully pay said subcontractor(s) and in all instances remain responsible for the proper completion of this Agreement.
4. RENOVATOR shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. RENOVATOR warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
6. RENOVATOR shall at Owner's expense obtain all permits necessary for the work to be performed and comply with any zoning and building regulations.
7. RENOVATOR agrees to remove all debris and leave the premises in broom clean condition.
8. In the event Owner shall fail to pay any periodic or installment payment due hereunder, RENOVATOR may cease work without breach pending payment or resolution of any dispute.
9. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
10. RENOVATOR shall not be liable for any delay due to and including strikes, casualty or general unavailability of materials.
11. RENOVATOR is responsible for ordering, obtaining, scheduling delivery and unloading material needed to complete work.
12. RENOVATOR warrants all work for a period of 12 months following completion.

13. Should Owner become dissatisfied with RENOVATOR's work, a written notice shall be made. If the problems are not corrected to the Owner's satisfaction within 2 days, Owner has the option to terminate this Agreement and make arrangements to finish the job by whatever means reasonable. Owner will deduct this cost from the amount due the RENOVATOR.

OTHER TERMS:

1. RENOVATOR FULLY UNDERSTANDS HE IS NOT AN EMPLOYEE OF OWNER AND WILL BE REQUIRED TO CARRY WORKMANS COMP. INSURANCE BY LAW.
2. OWNER DOES NOT CONTROL THE HOURS OF WORK FOR THE RENOVATOR.
3. RENOVATOR IS RESPONSIBLE FOR PROVIDING ANY NEEDED TOOLS TO COMPLETE JOB.
4. RENOVATOR IS FREE TO WORK FOR OTHER FIRMS.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:

Owner Signature \_\_\_\_\_  
Print name: \_\_\_\_\_

RENOVATOR Signature \_\_\_\_\_  
Print name: \_\_\_\_\_

RENOVATOR License \_\_\_\_\_



## Standard Renovation Specifications

Unless otherwise instructed, include the following specifications in your renovation work. All work to be done to meet all local and when required, state code requirements. When any permits are necessary, it is the responsibility of Vendor to provide notice to Owner of same and follow necessary permit procedures.

### EXTERIOR

#### **House Numbers/Mail box:**

Ensure house numbers are installed on the house next to the front door AND on the mail box (IF mail box is located at the street). For placement on the front of the house, use ceramic 2" x 4" individual decorative house numbers properly installed. When on the mail box, use 2" minimum height stick-on numbers. If no mailbox is present, one must be installed according to postal regulations in the area (i.e., attached to the house or on a post at the street).

#### **Landscape:**

All landscaping boxes are cleaned out and replanted with plants that do not need a lot of water or attention including mulch covering with no dirt showing.

Include a basic landscaping plan or instruct OWNER to procure a separate professional landscaper.

All landscaping estimates must be submitted along with a written or computer generated diagram outlining the job to be done.

#### **Fencing:**

Repair all fences to working order, including the ability to fasten/closes all gates, OR if damaged beyond repair, bid cost to remove or repair according to bid request.

#### **Exterior Faucets:**

Insure all exterior water faucets are in working order and do not leak. If the faucet is leaking, repair or replace it. Add lock(s) to all exterior water faucets and provide OWNER the keys to the lock(s).

#### **Windows, Awnings & Shutters:**

Insure all window awnings are properly secured to the building.

Remove any window awning that are not able to be repaired and used.

Insure all window shutters operate properly.

All keys to any locking awning/shutters must be given to OWNER.

All windows are to be in perfect working order with locks and screens.

#### **Exterior Lighting:**

Insure there are properly working and decoratively appealing exterior light fixtures installed on the front, side and back of each unit.

#### **Exterior Electrical Breaker Box:**

Insure the electrical breaker box is in perfect shape with no missing breakers. Ensure the box cover fits well. If the breaker box has fuses, estimate switching to breakers. Alert OWNER should you suggest we hire a separate vendor for this job.

**Roof:**

All roofs should be in good, leak-free condition. When in doubt or when any sign of repairs made or repairs needed are present, obtain the opinion of a professional roofing contractor.

**Sprinklers/Irrigation:**

Insure all irrigation sprinklers and lines are operational or instruct OWNER to procure separate irrigation vendor.

**Sheds/Exterior Rooms/Water Heater Sheds:**

Unless in great condition or easily repaired, remove all outside non-permanent sheds from property. All exterior rooms and water heater sheds must be in good condition and properly locking/secured.

**Screened Patio/Porch:**

All patio/porch floors should be pressure cleaned and all screens in perfect condition, along with any screen doors, latches, etc. in working and locking condition.

**Walkways, Patios, Porches:**

All walkways, porches and patios to be pressure cleaned.  
If cracked or sagging, bid cost to repair, remove or replace.  
Note chipped or peeling paint and remove or quote repaint.

**Front/Rear/Side Doors:**

Door locks changed on all unit entry doors.  
Lockboxes are installed on back or side doors – not front doors.  
When installing a front door, use a steel door with a half-moon window at top or an oval window down the center of the door.  
Install a locking door knob and deadbolt.  
Use brushed silver door knobs and hinges OR brushed bronze, so long as the consistency matches throughout the exterior and interior of the unit.  
Insure all doors open and close easily without sticking and lock and unlock easily.  
Ensure all weather stripping is in perfect shape with no outside light entering around the doorway or doorframe.  
Insure all thresholds are properly secured and clean.

**Exterior Paint: Paint colors chosen by OWNER.**

Pressure clean exterior prior to painting to remove all chipped and peeling paint, bugs and the like, foliage and other debris from the walls. Use primer when necessary to ensure a great paint job. Two coats of exterior paint on the house and trim. Paint trim to match exterior doors and garage doors.

**Interior Electrical Breaker Box:**

Insure the electrical breaker box is in perfect shape with no missing breakers.  
If the unit is on fuses, estimate switching to breakers. Alert OWNER should you suggest we hire a separate vendor for this job.

**Garage:**

Garage door must be in working order with working electric garage door opener and a minimum of one clicker.

Garage door painted to match the trim color of the bldg.

Garage floors to be cleaned; shelving to be in good condition.

When necessary, garage floors should be painted using grey concrete paint.

When washer/dryer hook-up is inside the garage, ensure all is in working order and the dryer is properly vented with intact vent secured to bldg.

## **INTERIOR:**

### **Windows:**

Mini blinds or vertical blinds (be consistent) are to be installed in each window opening, including verticals for sliding doors, except bathroom windows that cannot be seen through. Be sure all window treatments are securely attached/installed. In other words, the entire blind should not come down when you open or close the blind.

All windows must be in working order and properly locking.

All glass must be whole (no cracks or break).

All windows must have screens installed including all sliding glass door openings.

When missing or broken, install marble window sills without gaps.

Sliding glass doors must be in working order, easy sliding and with working locks.

### **Interior Doors:**

When changing out interior doors, use wood panel doors (2 or 6 panel is fine but must be consistent throughout the unit); all hinges, door knobs and handles must be in brushed silver or brushed bronze and consistent throughout the unit.

Closet doors and bi-fold doors - ensure all doors open and close easily and tracks are properly installed to make it easy to open/close. Shave doors to open/close smoothly when necessary.

When painting new doors, use a minimum of 2 coats of paint to cover.

### **Smoke Detectors & Fire Extinguisher:**

Smoke detectors installed in each room with new batteries and properly tested. Check with local code ordinance to determine if smoke detectors should be hard wired into the unit.

Install a new fire extinguisher under the kitchen sink cabinet in each kitchen.

### **Washer/Dryer Connections:**

Washer/Dryer connections should be installed with corrugated hoses.

When no washer/dryer hook-ups are present, provide estimate to install with proper drainage. Installing a stackable unit when space is limited is acceptable.

### **Gas/Electric:**

Locate all gas appliances and provide the cost to switch the appliance to electric, including capping off of all gas lines and installing proper electric.

If electrical outlets and switches including their covers are not new and clean, then replace all throughout the home. When replacing, keep all screw slots in up/down position; no loose or broken plate covers and no gaps between the cover plate and the outlet hole (in other words, use a larger cover plate when necessary).

Ensure GFI outlets are installed in kitchen and bath(s) per code.

### **Flooring:**

All flooring should be ceramic tile. The color should be a neutral color from the beige family with a simple design, if any, using a matching grout of similar neutral color going lighter instead of darker. TILE and GROUT color to be approved by OWNER.

If ceramic tile already exists and is in good shape, then clean the grout and tile, making the floors appear to be newly installed.

When installing ceramic tile, make sure there are no holes or gaps in the grout.

Ceramic tile should be the SAME tile throughout the unit unless otherwise approved in writing by the owner.

When installing ceramic tile next to rooms with existing ceramic tile, use a marble threshold to separate the rooms/ceramic. The new ceramic must be as close of a match to the existing as possible.

When installing ceramic tile in closet areas, tile around the installed closet track. In other words, install the closet door track before installing the ceramic tile.

Insure all thresholds/transitions between rooms/floors is secured properly and clean.

When stairs are being covered, use the best flooring choice in your estimate.

**Condo Units:** ensure flooring installation meets all HOA guidelines for renovation work performed.

### **Ceilings:**

If popcorn ceiling texture exists and is in good condition, then paint the ceiling.

If the popcorn ceiling texture is not in good condition, then remove it and spray a knock-down texture before painting.

All ceilings must be clean and in good shape with no evidence of issues. Be sure to re-drywall areas that are cracked or have holes that will not patch well.

### **Walls:**

Re-drywall any interior wall that has been exposed to moisture, has old repairs showing, holes, cracks, stains and the like before painting. Spraying on knock down texture is ideal for units where a lot of drywall has been replaced or there are lot of inconsistencies in the texture.

### **Interior Electrical:**

Insure the electrical breaker box is in perfect shape with no missing breakers.

If the unit is on fuses, estimate switching to breakers. Alert OWNER should you suggest we hire a separate vendor for this job.

Install GFI outlet in bathroom as required by code.

Install GFI outlet in kitchen as required by code.

### **Appliances:**

Unless keeping a "white" kitchen in which case use white colored appliances, it is our practice to install black or stainless appliances. Standard appliances are refrigerator, stove with oven and hood over stove. Unless otherwise requested, no dishwasher, garbage disposal or other appliance will be installed.

In kitchens being completely replaced where a dishwasher currently exists, do not keep the dishwasher or space for one. Replace with cabinets instead.

In kitchens being salvaged where a dishwasher exists, keep it or replace it if not working.

All kitchens will have a clean, working refrigerator and stove with hood and fire extinguisher installed under kitchen sink cabinet.

### **Kitchen/Bathroom:**

Install GFI outlet in kitchen as required by code.

Kitchen to have wood cabinets with Granite countertop and Tumblestone backsplash with double sink.

No plastic made faucets can be used in any kitchen or bath.

Install GFI outlet in bathroom as required by code.

Any kitchen or bathroom cabinet installation must include a hand-written or computer generated diagram with dimensions and include handles/knobs.

No combination of light fixture and electrical outlet is acceptable in bathrooms.

If there is no bathroom window, then install an electric fan in the ceiling.

In bathrooms, when replacing vanity cabinets, install the largest fitting cabinet.

Install a flat mirror and light bar with minimum 3 light bulbs.

Install new toilet seats in every bathroom even when not replacing the toilet.

If replacing or installing a new toilet, use a water conserving toilet and no cheap plastic guts in the toilet tank, including the handle - \$150.00 typical price.

Bathtubs in good condition but outdated colors need to be sprayed white.

Replace any broken soap dishes w/tile and spray entire tub to match.

Install towel bar in all bathrooms.

Install toilet paper holder in all bathrooms.

### **Overall Interior:**

All rooms except kitchen and bath to have ceiling fan with light kit. If none exist, include the cost to run the wiring, support the fixture and install the ceiling fan.

### **Interior Paint:**

Interior paint color: Colors to be approved by OWNER. Use Satin paint for walls and semi-gloss paint for trimming.

Entire interior of the unit is to be taped off prior to any primer or paint being applied.

Clean and paint a/c vents. Should vents be rusted, replace with new ones.

New interior doors of every kind are to receive a minimum of 2 coats of paint.

All walls prepped for paint prior to painting by removing all nails, screws, non-working alarm sensors, bugs, etc. Also renovating the wall to cover any holes, deep marks, etc

Remove all electrical and switch plate covers before painting.

Remove all door knobs before painting and re-install when done.

No streaks, drips or missed spots, including the appearance of pores is acceptable.

All splatters and drips to be cleaned up immediately

**DO NOT USE ANY SINK, TUB OR INTERIOR DRAIN TO CLEAN ANY TOOL, PAINTBRUSH, ETC. DO NOT POUR DEBRIS, DIRT OR TRASH DOWN ANY DRAIN AT THE PROPERTY.**

### **Baseboards:**

If baseboards are old or damaged, including water stained, then replace with new baseboards to match the existing. If the entire unit is receiving new baseboard installation, then use a minimum 4" height baseboard.

Install quarter-round at the base of the baseboard when necessary, such as when installing over laminate flooring or to cover gaps between the flooring job and the baseboard.

### **Closet Shelving:**

If older wood shelves are present and in above average condition, paint and keep.

If older wood shelves are showing signs of age and warping, replace with new wire shelving.

When wire shelving exists and is NOT sticky, then keep it. If it is in bad shape or sticky to the touch, replace.

**Pest Control:**

Upon the completion of the job, the building must to be treated by a professional Pest Control company and receipt supplied with final invoice.

**Use our Standard Products Guideline in your bid.****Completion:**

When job is done, the units must be cleaned and ready for move-in.

A/C must have new filter installed.

The units should be finished off with floor mats inside the front and other entry doors. The front and back yard must be thoroughly cleaned of all debris, both yard debris and garbage.

Before calling OWNER for a punch-list walk-through, use the Punch-list Walk-Through form provided and conduct the walk-through first yourself.

Follow your contractor's agreement for all draw requests, lien releases and final payment.

THANK YOU FOR YOUR ATTENTION TO DETAIL AND FINE WORKMANSHIP!



## **Standard CLEANING Specifications**

Verify electricity and water are available at the unit before cleaning in order to take the proper measures if not.

Use razor blade scrapers and proper product to remove paint, dirt, and the like from floors, windows, glass, mirrors, handles, knobs, switch plate covers, etc. throughout the unit.

Clean all window sills, windows, mirrors to a streak free finish.

Clean all ceiling fans and light globes – making them free of dust and debris.

Clean all AC vents and grates to remove all dust and debris. A/C closet must be cleaned and the A/C handler cleaned.

Sweep before mopping and do not mop with dirty water. Leave floors clean, shining and streak free.

Wipe down doors and baseboards.

Clean ceiling fan blades and lights.

Do NOT use any drain within the unit to dump/dispose of cleaning solutions or dirty water. Do NOT clean your dirty rags/towels in the unit's sinks.

Broom clean the exterior of the unit at all porch floors, around door frames and window frames to remove webs, bugs, dirt, debris and the like. The front door area should be clean and inviting from the exterior.

Empty and clean out all cabinets (bathrooms and kitchen) and wipe down to ensure no debris, dust, bugs, etc.

Empty and clean out the insides of each appliance to "like new" condition. Wipe down the exterior of the appliances to a streak free shine.

Immediately report any broken items to Owner.

# *32 West* **Realty, Inc.**

## **Vendor Acknowledgement Agreement**

The following are the conditions governing the working relationship between Owner and their vendors. By acknowledging below, you agree to work in the manner outlined below.

- Provide copy of license, insurance, references and completed IRS 1099 form.
- No service calls or charges when work is not done or does need to be done.
- Digital photos of the repair (before and after) are taken and emailed to the office.
- Use of the approved pricing sheet to be used for work performed.
- When work is performed that requires inspection, vendor agrees to be present to meet inspector at no additional charge.
- Bids are to be submitted by line item with cost for each line item listed.
- When draws are expected throughout the job, the estimate must be submitted in order of the list of line items to be done prior to the next draw.
- Partial lien releases must be submitted to us with each payment/draw request.
- Full lien releases must be delivered before final balances are paid.
- All partial and full lien releases must be signed and notarized to be valid.

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_