



Bozeman Handyman LLC
7810 S. 19th Ave
Bozeman, MT 59718

This **AGREEMENT** is made this..... day of, 2021 between

.....hereinafter called the *Client*), and Bozeman Handyman LLC hereinafter called BHM

Scope of Work to be performed: Pergola install
.....

TERMS AND CONDITIONS: All carpentry work will be billed on a time and material basis. Client agrees to pay a \$20 service charge, \$100/hr/man. If an estimate is desired the Cost of Labor and Materials and Supplies is based on an inspection of the property and scope of work requested. Unforeseen Conditions may change the Scope of Work, resulting in a Change Order and an increase cost in time and material. Change Orders will require either verbal or written approval from the client.

Materials and Supplies: a. BHM will supply all the necessary tools needed to perform the scope of work described above. If special equipment is to be rented by BHM through a 3rd party, it is the client's responsibility to reimburse BHM for the costs. It is the Client's responsibility to pay for and or provide the materials and supplies needed to complete the scope of work. BHM is willing to purchase the necessary materials and supplies with a 2% increase charge and a total of materials and supplies will be provided in an invoice. BHM reserves the right to not use the client's supplies and materials if they are not adequate for the job.

b. All materials and supplies provided by the client shall remain on their property.

Unforeseen Conditions: a. Includes but not limited to necessary repairs that must be fixed and or addressed in order for BHM to complete the Scope of work in compliance with city building codes, structural integrity and or mitigation of environmental hazards. Unforeseen conditions may include: a need for permit, plumbing or electrical work required by a licensed professional, consultation with structural engineers, discovery of decay and or dry rot, mold, asbestos, water damage, poor existing condition, poor craftsmanship done by previous builders, damage caused by demolition in order to perform scope of work.

b. Client must allow access to construction site for BHM to perform their work. If client is not available to meet BHM, access must be granted by way of leaving doors unlock, access key or key code. Client must cooperate and allow BHM access to necessary items around the premises such as water, electrical panels, main water shut off, etc. It is the responsibility of the Client to have their units ready for construction (either interior or exterior work), including having all furniture moved to a safe and secure distance away from the construction area, having all valuable items removed and stored in a secure location, and having all pets confined. Increased costs will occur if BHM must cover, move and or protect client belongings.

c. BHM is will not reimburse for damaged items that were the responsibility of the unit owner to store, secure or remove from the premises prior to construction that are subsequently damaged or destroyed. Resolution of such claims adds both time and money to the project budget.



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Many hours are spent in the pre-construction phase to develop accurate cost representations, it is impossible to determine all variable costs that will impact the final cost. In this regard, construction is more an art than a science, and contingency costs for “Unforeseen Conditions” are a necessary evil that exist in order to allow Clients plan funding for the needed projects adequately.

Warranty: This 6-month warrantee is to protect the customer from faulty poor craftsmanship from BHM. BHM is not responsible for failure of materials. If it is determined that BHM is at fault of poor craftsmanship, BHM will repair damages with no labor cost to Client, but Client is still responsible for the cost of new material.

Payment: After invoice is either emailed or handed to client, they will have 2 weeks to pay the total, unless otherwise noted. There is a 5% weekly late fee for all unpaid bills by the due date.

Service Limitations: This Warranty does not cover any damage resulting from external cause such as, but not limited to, negligence, misuse, abuse, unauthorized repair by others; defects in design, construction, or previous workmanship; fire, water, windstorm, sand abrasion, hail or any other act of God. Work necessitated by any of the foregoing will be subject to charge at our prevailing demand service rates. IN NO EVENT SHALL BHM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TERMINATION OF THE CONTRACT (a) The Client may terminate this Contract if the Contractor:

- i. is absent regularly in the performance of his contractual obligations;
- ii. does not meet the agreed date of completion;
- iii. is incompetent or negligent in the execution of his contractual obligations; or
- iv. if the works executed are of an unacceptable quality and standard and the Contractor does not correct the matter upon notice of the same.

(b) The Contractor may terminate this Contract if the Client:

- i. fails to pay any amount due, without giving a reasonable explanation; or
- ii. Prevents or obstructs the Contractor from the performance of his contractual obligations.

EFFECT OF TERMINATION ON COMPENSATION (a) In the event that the Client terminates the Contract, he will be obligated to pay the sums due to the Contractor for that part of the works completed.

(b) In the event that the Contractor terminates this Contract, the Client will be obligated to pay for the works properly executed.



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Waiver. Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights. A waiver or extension is only effective if it is in writing and signed by the party granting it. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

Assignment. Neither Party may assign the rights and obligations under this Agreement without the prior written consent of the other Party, which the other Party may withhold in its sole discretion.

Entire Agreement. This Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

Giving of Notices. Unless applicable law requires a different method, any notice that must be given to under this Agreement will be given by delivering it or by mailing it by first class mail to the addresses of the Parties listed in this Agreement unless given notice of an address change.

Attorney's Fees and Costs. If a Party commences a legal action pursuant to the terms of this Agreement, the party prevailing in any such action shall be entitled to receive an award of its reasonable attorney's fees and costs incurred in connection with the action, including all such costs and fees incurred through the appeal of any such decision.

Applicable Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Montana.

Modification. This Agreement may not be modified except by a written instrument evidencing the same and signed by the Parties.

Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically. A verbal agreement to do the work implies you agree to all terms stated above.

Dated: 1/1/21 through 12/31/21

BOZEMAN HANDYMAN, LLC

Peter Ramos

Peter Ramos, its Manager (or managing member)

Name: _____

CLIENT