

Home Renovation Agreement

Between: Applicant's name
(Home address)

-AND-

Contractor (address and business number) the
'builder'

Article 1 – Definitions

- a) "Agreement" mean this contract between the Owner and the Builder
- b) "Builder" mean the Builder or the Builder's authorized representatives as designated to the Owner in writing
- c) "Owner" means the Owner of the Owner's authorized agent or representative, including and architect or home designer, as designated to the Builder in writing
- d) "Product" or "Products" means materials, machinery, equipment, and fixtures forming the Work, but doesn't include machinery and equipment used to prepare, fabricate, convey or erect the Work
- e) "Project" means the total construction contemplated of which the Work may be the whole of a part
- f) "Substantial Performance" means the time when Work has been substantially performed as defined in the *Builders Lien Act* of British Columbia
- g) "Work" means the total construction and related services to be performed b the Builder as required by the Agreement
- h) "Funder" makes reference to the Giving in Action Society that is providing a grant to pay for the Work contained within this Agreement as completed.

Article 2 – Management Work to be Completed

- 2.1 **Scope of Work.** The intent of the renovation is to improve the accessibility and functionality of components of the existing residential building for a family member
 - 2.1.1 The work for the project includes:
(i.e.)
 - a) The renovation to the *downstairs bathroom*
 - b) The renovation to an *existing downstairs kitchen*
- 2.2 **Work to be Completed.** Subject to the terms and conditions of this Agreement, the Builder agrees to perform all the work for the management of the construction and renovation of the residential building and any services required to be constructed on the property involving the Work and

located at: *Applicants Address* in a prompt, good and workman-like manner and in accordance with the plans specifications to be provided by the Builder and approved b the owner.

- 2.3 **Commencement Date.** The Builder agrees to commence management of the construction of the Work on: *insert date*
- 2.4 **Completion Date.** The Builder anticipates that the Work shall be completed by the: *insert date*
- 2.5 **Hours of Work.** The Work will be performed at the property between the hours of 8:00am and 7:30 pm on any weekday or weekend day. The Builder will advise the Owner at least 2 days in advance if additional hours are required to complete a specific task on a given day to allow the Owner time to facilitate an alternative sleeping schedule.
- 2.6 **Agreement Sum:** The total fixed Agreement amount is \$_____. This is comprised of the following: (i.e.)
- | | |
|-------------|---------|
| a) Bathroom | \$_____ |
| b) Kitchen | \$_____ |
- 2.7 **Terms of Payment.** Subject to the final sign off by the Owner and the Funder's right to the holdback funds to comply with the statutory requirements, the Funder has agreed under separate cover to make payments to the Builder in accordance with the provisions set our in Article 4 of this Agreement and the general fund guidelines as established by the Giving in Action Society.
- 2.8 **Canadian Funds.** All monetary amounts in this Agreement are in Canadian Funds.

Article 3 – Review and Inspection Of the Work

- 3.1 **Access by Owner and/or Agent.** The Owner shall have access to the Work at all times for the purposes of review and inspection of the Work. If parts of the Work are in preparation at locations other than the Place of Work, the Owner shall be given access to such work whenever it is in progress.
- 3.2 **Risks to Owner by Access.** The Owner understands and agrees that the Place of Work is a potentially hazardous site and that the Builder shall not be liable or responsible in any way with respect to any loss, injury or damage suffered by the Owner or any incite or licensee of the Owner whatsoever suffered by them by an access to the Place of Work. The Owners whatsoever suffered by them by an access to the Place of Work. The Owners also agree to comply with all occupation health and safety

rules and wear hard hats on site any other safety equipment required by law or the Builder. The Builder will ensure that potential safety

Article 4 – Payment

4.1 **Payment of Invoices.** The Builder shall prepare Invoices for installment payments. The Owner shall provide a signoff for each invoice as the work is materially progressed and/or completed. The Builder shall submit the approved invoices to the funder, which shall include, but not limited to, the Owners signature, the Owners agreement with the degree of work completion and the Owners statement of satisfaction with the work completed to date. The Funder shall make direct payments to the Builder. The Builder shall present invoices at regular intervals, notably:

- a) at the time the permits are obtained,
- b) at increments to be determined as work is materially progressed and/or completed, and;
- c) upon completion of the inspected (if and as required) Work contained within the scope of this agreement

4.2 **Permit and Approval Fees.** The Owner shall secure, with the assistance of the Builder, the necessary approvals, permits, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities. The Owner is responsible for all fees related to obtaining the permits and approvals.

Article 5 – Agreement Documents

5.1 **Agreement Documents.** The term “Agreement Documents” shall consist of the following:

- a) this Agreement and accompanying schedules;
- b) the Home Renovation Design Plans as provided by the Builder and initialed by the parties to indicate agreement;
- c) all modifications in writing, such as Change Orders, written interpretations and written orders for minor changes in the Work

The intent of the Agreement Documents is to include all items necessary for the proper and completion of the Work

5.2 **Site Visit.** By executing this Agreement, the Builder represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed. The parties acknowledge, however, that the conditions and costs invoiced in site preparation may be unforeseen at

the time of initial inspection and that the costs may exceed the contingency allowance necessitating a Change Order.

- 5.3 **Change Orders.** Any changes required by the Owner to the plans and specifications or by the Builder arising out of defects in the plan or site conditions will be documented by a mutually written Change Order. The Owner will be responsible for the payment of any work included in the Change Order. The Funder has indicated that they will not be held responsible for any charges related to changes to the originally approved scope of work without their prior written consent and approval. The Owner may request a review of the original scope with the Funder with the intent of seeking pre-approval from the Funder for the Change Order. The Funder may decide to fund this additional work or permit the redirection of the funds to an amended scope statement.

Article 6 – Owner’s Acknowledgement

- 6.1 **Acknowledgement.** The Owner acknowledges that, as to the completion of the Work, all subcontractors are under the direction of the Builder. The Owner is to submit all complaints, concerns, changes, and instructions to the Builder. If the Owner specifically instructs a subcontractor in violation of this provision, the Builder may no longer be responsible for the work performed which relates to the unauthorized work. The Owner specifically acknowledges that, as to any work done by a subcontractor outside of the direction of the Builder, the Builder shall not warrant such work or materials.
- 6.2 **Home Renovation Design Plan.** The parties acknowledge that the Home Design Plans and any other specifications are to be provided by the Builder at the cost of the Funder and approval of the Owner, and as included in the price.
- 6.3 **Insurance.** The Owner shall and at the Owner’s cost, provide a builder’s risk policy of insurance for the work to be performed pursuant to this Agreement
- 6.4 **House Obstructions.** The Owner shall take reasonable steps to provide a work area free of household obstructions, and to remove or protect household items in areas where it may be reasonably anticipated by the Owner that they may be subject to dust, damage or vibrations.
- 6.5 **Utilities and Washroom Facilities.** If required, the Builder shall obtain a portable lavatory for the duration of the project to be located on the property in a location as agreed by the Owner, Builder and portable

lavatory Supplier. The Builders Materials and Suppliers will be stored on the property in a location mutually agreed upon by the Owner and Builder.

- 6.6 **Marketing Images.** The Builder reserves the rights to utilize marketing images for record and portfolio. The Builder acknowledges that no images showing personal likeness of any member of the immediate Owner's Family can be used within marketing materials of the Builder without the expressed prior approval in writing from the person of whom the likeness is to be available for public viewing, or the legal guardian/agent of the said person.

Article 7 – Builder's Obligations and warranties

- 7.1 **Supervision.** The Builder shall supervise the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Agreement. The Builder shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with this Agreement and to a level of quality reflective of all industry standards applicable to the Work being performed. The Builder shall be solely responsible for the means, techniques, sequences and procedures and for coordinating the various parts of the Work under this Agreement.
- 7.2 **Inspection.** The Builder will contact the appropriate authorities for inspection providing advance notice to the Owner to be in attendance during the inspection.
- 7.3 **Product Used.** The Builder warrants to the Owner that all materials and equipment incorporated in the Work will be new, unless otherwise specified. Product purchase receipts that are required by the Owner of the Owner's agent to apply for any grants or tax credits will be provided within one (1) week of the Owner's request to the Builder.
- 7.4 **Work Site.** Unless otherwise provided herein, the Builder shall generally keep the Place of Work free from accumulation of waste materials or rubbish caused by the construction. At the end of each workday, the site will be tidied, secured and any safety concern labeled before the Builder leaves for the day. In addition, reasonable access to the living area of the site will be made available and accessible to the Owner during non-working hours unless otherwise agreed to by both parties. At the completion of the Work, the Builder shall remove all waste materials and rubbish from and about the Work, as well any of the Builder's tools, construction equipment, machinery and surplus materials.

- 7.5 **Loading Zone.** If required by the Owner, the Builder will ensure that there is a loading zone available at the side of the road directly in front of the site every weekday at hours to be determined.

Article 8 – Subcontractors

- 8.1 **Subcontractors.** A subcontractor is a person or entity who has a direct Agreement with the Builder or the Owner to perform any of the Work at the site.
- 8.2 **Names.** Unless otherwise required by the Agreement Documents, the Builder, as soon as possible after the execution of the Agreement, may, at the Owner's request, provide to the Owner in writing the names of the intended subcontractors for each of the principal portions of the Work. The Builder shall not enter into an Agreement with any subcontractor to whom the Owner may have a reasonable objection, however, the Builder shall likewise not be required to enter into an Agreement with anyone to whom the Builder has a reasonable objection. If the Owner requires that a particular subcontractor be used the Builder shall not be responsible for the direction of that portion of Work nor provide any form of warrants regarding such Work.
- 8.3 **Licensing.** A Builder shall enter into an Agreement only with the subcontractors who have the industry-required education, ticket and licensing to perform the specific part of the Work at the site if required.

Article 9 – Correction of Work

- 9.1 **Corrections.** The parties understand that the Home Renovation Design Plans and specifications provide the general plan of construction. The parties further understand and acknowledge that the Builder will use best efforts to strictly follow the Home Renovation Design Plans specifications as provided, however, circumstances may arise wherein deviations in the plans and specifications may be necessary, desirable or appropriate. The Builder may, in its reasonable discretion with the specific prior approval of the Owner, deviate from the plans and specifications so long as the deviation does not affect the quality of the workmanship, and does not result in a decrease in value to the Work.

Article 10 – Construction Safety

- 10.1 **Safety.** The Builder shall be solely responsible for construction safety at the Place of Work and shall comply with rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the

Work. The Builder will provide verification that his account is current and in good standing with WorkSafe BC.

Article 11 – Change Orders

- 11.1 **Change.** The Owner may make changes in the product consisting of additions, deletions or other revisions to the Work by Change Order as hereinafter defined. The Builder shall not perform any change in the Work without a Change Order.
- 11.2 **Change Orders.** When a change in the Work is proposed or required, the Owner shall provide a notice describing the proposed change in the Work the Builder. The Builder shall present, in a form acceptable to the Owner, a method of adjustment or an amount of proposed change in the Work. When the Owner and the Builder agree to the adjustments in the budget and time, or to the method to be used to determine the adjustments, and shall be recorded in a “Change Order”, signed by the Owner and the Builder. The effective date of the agreement is determined by the pre-approval of the party responsible for the payment. Either the Funder or the Owner will responsible for the payment.

Article 12 – Dispute Resolution

- 12.1 **Notice of Dispute.** To dispute a matter arising under this Agreement, a party must send a notice in writing of the dispute to the other party containing the particulars of the mater in dispute. The responding party shall send a notice in writing of the reply to the dispute within ten (10) working days after receipt of the notice of dispute setting out particulars of the response.
- 12.2 **Parties to Attempt to Resolve Dispute.** The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 12.3 **Mediation.** In the event of a dispute between the parties with respect to this Agreement, the parties shall seek the assistance of a mediator to resolve such dispute, the mediator to be chosen with the consent of both parties.
- 12.4 **Arbitration.** If the parties cannot agree on a mediator if the dispute remains unresolved after mediation, the matter shall be referred to a single arbitrator pursuant to the Commercial Arbitration Act of British Columbia (as amended or replaced from time to time), and determination of such arbitrator shall be final and binding on the parties hereto.

- 12.5 **Statutory Rights Remain.** Nothing in the Article 12 of this Agreement shall be construed to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the Place of Work, and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that may have under section 12.4 to proceed by way of arbitration to adjudicate the merits of the claim upon which such lien is based.

Article 13 – Indemnification

- 13.1 **Builder to Indemnify.** The Builder shall indemnify and hold harmless the Owner from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Builder's performance of the Agreement, provided such claims are:
- a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property; and
 - b) caused by negligent acts or omissions of the Builder or anyone for whose acts the Builder may be liable.

Article 14 –Warranty

- 14.1 **Warranty Period.** The warranty period with regard to the Agreement is one year from the date of Substantial Performance of the Work (the "Warranty Period").
- 14.2 **Correction of Defects.** The Builder shall correct promptly, at the Builder's expense, defects or deficiencies in the Work which appear prior to and during the Warranty Period.
- 14.3 **Notice of Defects.** The Owner shall promptly give the Builder notice in writing of observed defects and deficiencies that occur during the Warranty Period.
- 14.4 **Product Warranties.** The Builder shall be responsible for obtaining Product warranties in excess of one year on behalf of the Owner from the manufacturer to the benefit of the Owner and the Builder will provide the Owner with the warranty documents and any supporting receipts required to validate the warranty.

Except for any work done during the Warranty Period, any work done under warranty will be done by the Builder on request by the Owner promptly and diligently and the Owner will reimburse the Builder for any costs of such warranty work. To the extent possible the Builder will attempt to have such warranty work performed by the responsible

subcontractor or supplier at no charge from the subcontractor or supplier but in such event the Builder will be entitled to a fee for the work.

Article 15 –Termination of Agreement

15.1 **Termination.** Either party may terminate this Agreement on sixty (60) days notice without cause. In such event, the Builder will ensure that the benefit of all ongoing subcontracts and work will be passed to the Owner in order to maintain the continuity of the Work and the Funder with the assistance of the Owner will ensure that the Builder is paid all fees owing to date to the end of the sixty (60) day period and the Builder is relieved of any further obligations to all subcontractors, suppliers or workers relating to the Work.

Article 16 –Notices

16.1 **Delivery.** Any notices required to be given under this Agreement shall be made in writing and mailed or delivered to the other party at the address provided above for the respective party.

Article 17 –General Provisions

17.1 **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work.

17.2 **Governing Law.** The law of the Province of British Columbia shall govern the interpretation of this Agreement.

17.3 **Rights and Remedies.** Except as expressly provided in this Agreement, the duties obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

17.4 **Assignment.** Neither party to this Agreement shall assign any or all of its rights or obligations under the Agreement without the written consent of the other, which consent shall not be reasonably withheld.

17.5 **Successors and Assigns.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

In Witness Whereof the Owner and the Builder have executed this Agreement as at the day and year first above written.

EXECUTED BY:

The Owner:

The Builder:

SAMPLE