

Schramtastic Contracting Incorporated Terms and Conditions



BACKGROUND

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and the mutual benefits and obligations set forth in this Agreement, it is hereby acknowledged, the Client and Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the service listed in their estimate.

The Contractor hereby agrees to provide such Services to the Client. The Services described and agreed upon above can only be changed if both Parties agree to a Change Order and same is signed by both Parties.

The Client understands that due to the nature of construction, there will be dust, vibrations, noise, fumes etc. while the Services are taking place. The Contractor will do what they reasonably can to mitigate these issues. Any valuables must be moved to a secure and safe location by the Client before work commences.

TERMS OF AGREEMENT

The term of this Agreement (the “Term”) will begin on your signed approval of your estimate and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

In the event that either Party wishes to terminate this Agreement, prior to the completion of Services, that Party will be required to provide three (3) days’ written notice to the other Party.

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

WARRANTY

The Contractor provides a warranty of one (1) year on Contractor workmanship only. Where applicable, materials are covered under manufacturer's warranty and are not covered by the Contractor.

CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to are in CAD (Canadian Dollars).

COMPENSATION

There may be a deposit to begin your project. The deposit is to cover the cost of purchased materials, cost of subcontractors and any initial fees incurred by the Contractor. The deposit is refundable, up to 5 business days before commencement of Services. If under 5 business days, a holdback fee of 5% plus amount already spent on materials and subtrades will be kept from the deposit amount.

The Client will be Invoiced when the Services are complete. Invoice(s) submitted by the Contractor to the Client are due upon receipt.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of this Agreement on the part of the Contractor.

The Client agrees to pay 100% of the agreed Compensation for Services rendered. In the event there is any problem with the manner in which the Services were provided the Client must provide a deficiencies list in writing and will allow the Contractor the opportunity to correct any issues as a remedy rather than non-payment of the Compensation.

INTEREST ON LATE PAYMENTS

Interest is payable on any overdue amounts under this Agreement at a rate of **25%** per annum or the maximum rate enforceable under applicable legislation, whichever is lower.

RIGHT OF SUBSTITUTION

The Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provisions of the Services.

In the event that the Contractor hires a sub-contractor:

- The Contractor will pay the subcontractor for its services and the Compensation will remain payable by the Client to the Contractor.
- For the purposes of the indemnification clause of this Agreement, the subcontractor is an Agent of the Contractor.

- The Client will not participate in assisting with providing the Services or hire any third-party to assist with providing the Services.

AUTONOMY

The Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

The Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occur in connection with this Agreement. The indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

GOVERNING OF LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.