



Agreement

This Agreement (the “Agreement”) between domilya GROUP Construction Inc., and its subsidiaries, affiliates, and related companies (hereinafter, “we”, “us”, “Contractor”) and you, (hereinafter referred to as “you”, “Client”)

1. Agreement Documents

- (a) Quote
- (b) Contracting Agreement
- (c) Appendices representing purchase of materials (if applicable)

All aforementioned collectively, the “Agreement”. Any work requested in variance to the Agreement is considered extra to the Agreement and is not included in the Agreement Price. We will require you to sign a Change Order Form to document such extra work, but we may waive this requirement at our sole and unfettered discretion. Any additional work, required due to site conditions known to the Client and not disclosed to the Contractor, or which could not be reasonably anticipated by the Contractor are not included in the contract Price and shall be charged to the Client by the Contractor. The Contractor agrees to perform the work as contemplated under the Quote and the Client agrees to pay any and all fees, charges and invoice amounts related to the Contractor’s performance of such work.

2. Service Regulations

domilya GROUP of Companies is a full-service custom home renovation and construction company and we specialize in working with our clients through various stages of the property remodeling process. Certain in-house services are offered by us as part of the Agreement price when a client enters into an agreement with us to remodel their property.. These are stated below. No other services are offered without charge.

(a) In-house services at no charge, included in Agreement price:

- Initial meetings and consultation with Client
- Preparation of preliminary cost estimate/Quote
- Inspection of the home to determine suitability of desired remodeling requirements

(b) Costs in addition to Agreement price:

The following are costs that are to be the responsibility of the Client, in addition to those listed and/or provided in the Quote:

- Additional costs or delays associated with rectifying any issues which could not have been reasonably foreseen or discovered by the Contractor at the time of providing the Quote, including, without limitation, all those Force Majeure Events enumerated in the Quote.
- Outside architectural, engineering services and/or licenses, if different from Quote, are to be paid by the Client as follows prior to the determined start date
- Architectural and Structural renderings and plans as required
- Engineering and Structural analysis
- Surveys

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- Permits, Licenses and Municipal approvals
- Design or Designers' Fees
- Any additional HVAC / Electrical / Plumbing work or materials (other than services listed in the scope of work) will incur additional costs
- Any changes and/or additions to cabinetry are to be paid by the Client
- Any additional work as detailed in a written Change Order Form, signed by both the Client and the Contractor.

3. Changes in Work

The Client may request changes by adding to the work, with the contract and contract price being adjusted accordingly. Any changes made to plans, materials used, time needed, or any other portion of the work must be agreed to by the Contractor, in writing, and represented in a Change Order Form. Changes to the work require the written Change Order Form, signed by both the Client and the Contractor.

Any additional work, required due to site conditions known or unknown to the Client and disclosed or not disclosed to the contractor, or which could not be reasonably anticipated by the Contractor, are not included in the contract price and shall be paid by the Client upon completion of the work. Such additional work will be documented in a Change Order Form. Extra costs will be calculated as a single payment, to be paid by the Client upon completion of the additional work, and agreed to by both parties in a signed Change Order Form prior to the implementation of the additional charge.

4. Permits & Inspections.

Contractor will make all reasonable efforts to obtain all construction permits and licenses unless otherwise agreed to by the Owner in writing. The Client will assist the Contractor, when necessary, in obtaining such permits and licenses. The Client is responsible for all governmental charges, inspection fees and/or other fees and amounts payable to government authorities, regulators and agencies, as applicable, necessary for the Work. The Contractor may, at the request of the Client, arrange for all such inspections to occur if required, subject to the payment by the Client of a Site Management Fee, to be agreed upon by the Client and Contractor. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

5. Design Fees

The Client will receive up to 5 hours of complimentary design consultations upon execution of the Agreement. For larger projects, this number of hours will be discussed and determined in writing upon the Client and Contractor and Domilya Design and Supply Centre Inc., the design company utilized by the Contractor.

Extra consultation hours shall be compensated on an hourly basis at the rate of Two Hundred and Seventy Five Dollars (\$275.00) per hour, plus HST/GST as applicable. All hours or partial hours the Designer is working on and/or for the Project will be considered design fees. Hourly charges are payable by the Client to Domilya Design and Supply Centre Inc. (the "Designer") upon receipt of invoice. All Design Fees are non-refundable.

6. Drawings

Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes. Designer services do not include modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project. Designer shall be indemnified and held

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harmless for relying on the accuracy of information provided by the Client. Project drawings and documents cannot be used by the Client for any purpose other than completion of the Project by the Designer as laid out in this agreement.

3D Renderings are available and offered at an additional rate of \$2,500.00 (non-refundable and no cash value).

7. Purchasing and Procurement

For work and services to be completed by Designer, the Designer shall not place the requisite orders nor procure goods on behalf of the Client until the order is paid in full to Domilya Design and Supply Centre Inc., as invoiced. In most cases, vendors require full payments when an order is placed so the Client is expected to pay in full for such goods.

8. Refunds and Cancellations

The Client acknowledges and agrees to pay the initial, non-refundable deposit upon the execution of the Agreement.

The Client acknowledges and agrees to pay any and all cancellation and/or restocking fees incurred by the Contractor and/or Designer for work that is cancelled by the Client within thirty (30) days of receipt of an invoice for such.

9. Standards of Work and Obligation

The Contractor agrees to supply labour, materials and supervision to complete the work in accordance with the Quote.

The Contractor agrees to undertake all work diligently, and in a workmanlike manner, in accordance with industry standards and practices and in compliance with any applicable Building Codes and other regulations as prescribed by the applicable authorities.

The Contractor will carry out the work with reasonable skill, care and diligence pursuant to all applicable standards and industry practice and in compliance to all relevant building regulations and statutory requirements.

The Contractor agrees to keep this site orderly and reasonably free of debris. At the completion of the project, the Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish and similar material incidental to the project shall be removed by the Contractor.

The Client accepts that there may be inconveniences from time to time, and the Contractor agrees to keep such inconveniences to a reasonable minimum. It is the responsibility of the Client to 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 Client that they may be subject to dust, damage or vibrations.

The Client accepts that design decisions and timely ordering of materials from Domilya Design & Supply Centre Inc. are vital, or it may affect timelines and delay the job.

10. Warranty

The Contractor shall correct, at its own expense, any defects in the work due to faulty materials that the contractor has ordered and/or workmanship pursuant to this Agreement for a period of one (1) year from the date of Substantial Performance (as defined in the *Construction Act*, R.S.O. 1990, c. C.30, as amended).

The Client shall give the Contractor written notice of such defects within a reasonable time, and in any event within the one-year warranty period.

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The Contractor will convey to the Client any warranties by manufacturers or suppliers on individual materials, products or systems supplied by the Contractor under this Agreement.

The Contractor does not warrant labour and/or materials supplied by the Client or any subcontractors.

11. Materials

If the Client will receive any material goods as part of this agreement then the client must be aware of their consumer rights regarding the return of goods. All materials ordered and purchased that are to be used as part of the installation in the production of work under this agreement are represented in the Appendices.

*Material costs may change if there is an increase in raw material costs, which will be communicated in writing to the Client.

12. Insurance

Prior to commencing the work, the Contractor is responsible for obtaining any requisite insurance to be held during the term of this Agreement, including commercial general liability with coverage for bodily injury and property damage and workplace safety insurance, as applicable. Such insurance shall be maintained at the Contractor's sole expense.

13. Dispute Resolution

Except as expressly provided in this Agreement, the Client and the Contractor agree that any disagreement, claim or dispute related to this Agreement, including but not limited to any questions regarding the existence, validity or interpretation, or the extent of the Work, shall be resolved by arbitration, in accordance with the *Arbitration Act (Ontario), 1991*, SO 1991, c. 17.

14. Default by Client

In the event that:

- (a) the Client fails to perform their obligations under this Agreement and has not cured such default within 10 days of written notice by the Contractor of such failure;
 - (b) the Client becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Client's is appointed; or
 - (c) if the work is stopped as a result of a court order,
- (each a "Default")

the Contractor shall be entitled to cease work and treat the Agreement as terminated. Upon such a Default, an accounting shall be made between the Client and the Contractor, and the Contractor shall be entitled to payment for such parts of the work, inclusive of materials and labour, as completed at the time of Default. The Client agrees to pay such invoiced amount within thirty (30) days of receipt of same.

15. Default by Contractor and Limitation of Liability

In the event that the Contractor becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Contractor is appointed, then the Client may finish the work in accordance with the plans and specifications as the Client may deem expedient, but without undue delay or expense.

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IN NO EVENT SHALL THE CONTRACTOR BE LIABLE UNDER THIS AGREEMENT TO THE CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY LOSS OR DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, LOSS OF CAPITAL, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CONTRACTORS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO THE CONTRACTOR PURSUANT TO THIS AGREEMENT

16. Client Obligations

For services and work performed, the Client agrees to pay the Contractor the fee(s) in such amounts and upon such time as agreed upon in this Agreement, and any schedules, exhibits, and attachments thereto, including but not limited to the Payment Schedule. Final payments are due and payable within thirty (30) days of the date of Substantial Performance of the work, including Extras (as specified in the "Change Order" form). If any charges or invoice amounts are late, you agree to pay interest on the overdue amount(s) at the rate of 4% per annum, compounded monthly, or the maximum rate allowable by law, whichever is less.

The Client will be responsible to cooperate in good faith with Contractor and must not interfere with Contractor's progress of work. It is understood that timely communication and cooperation are necessary for completion of the work.

17. Delays

All time limits stated in this Contract are of the essence. Notwithstanding the foregoing, any delay in Substantial Performance of the Agreement (as the case may be) in accordance with the Contract Documents will be considered an excusable delay if arising from causes beyond the Contractor's control and not reasonably foreseeable by the Contractor with the use of the Contractor's best professional efforts, including but not limited to the Force Majeure Events enumerated in the Quote. Excusable delays include but are not limited to such events as labor disputes, unavailability of materials, delays in obtaining a permit, fire, natural disaster, unfavorable weather conditions, delays (other than delays arising out of Contractor's breach of this Contract) by, or breach by any sub-trades; or any delay by Client of processing proposed changes, delays resulting from inaccuracies in information provided by the Client, or delays resulting from the performance of tasks.

In the event of the occurrence of an excusable delay, the Client shall grant appropriate extensions to cover such periods of delays. Where a delay occurs, the Contractor must inform the Client at the earliest possible date of such occurrence, the reason for the delay and anticipated amended dates of completion.

18. Signs

The Client agrees to permit the Contractor to display a sign on the project site during and one month after completion (such sign to be posted outside the site building).

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19. Photographs

Client Authorization and Release Information

The Client authorizes us to use their name, photographs, brief biographical information, any reviews as defined on this form. The Client irrevocably authorizes us to copy, exhibit, publish or distribute any reviews for the purposes of publicizing or for any other lawful purpose. These statements may be used in printed publications, multimedia presentations, on websites or in any other distribution media. The Client agrees that he or she will make no monetary or other claim against us for the use of such statements. In addition, the Client waives any right to inspect or approve the finished product, including written copy, wherein his or her likeness or his or her review appears. The Client agrees to hold harmless and release us from all claims, demands and causes of action which the Client, his or her heirs, representatives, executors, administrators or any other persons acting on the Client's behalf or on behalf of the Client's estate have or may have by reason of this authorization. The Client acknowledges that he or she has read the authorization and release information and gives his or her consent for the use as indicated above.

20. Entire Agreement

This Agreement and all supporting documents, taken together, shall constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all other agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or agreements between the parties in connection with the subject matter of the Quote, Contract Documents or Agreement otherwise, except as specifically set forth therein.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

22. Further Assurances.

Each of the parties hereto shall, from time to time at the request of the other party, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions and work contemplated hereby.

23. Counterparts and Electronic Transmission

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. This Agreement may be electronically executed. A counterpart may be delivered by facsimile, email attachment (of a PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

To accept this agreement, sign here and return: _____

Name in print:

Thank you for your business!

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