

Home Improvement Construction Contract

Mallard Plumbing & Mechanical LLC PA LIC. NO./ HIC NO. PA115649
308 Westmont Avenue
Horsham, PA 19044
215-394-8141

HOME IMPROVEMENT CONSTRUCTION CONTRACT

Mallard Plumbing & Mechanical LLC ("Contractor"), and the persons signing below (individually and collectively "Owner") agree as follows:

1. **Date of Transaction:** The effective date of this contract is the date that Owner signs this Contract.
2. **Description of Work:** Contractor agrees to perform the work and use the materials described in the proposal previously provided to Owner ("Proposal"). Proposal is attached as Schedule 1.
3. **Contract Price and Payment Terms:** Owner agrees to pay Contractor the total amount set out on the Proposal and in accordance with the payment schedule on the Proposal. Final payment is due upon completion, and Owner agrees to pay a late fee of \$50 on any late payments and monthly finance charge of 1% per month.
4. **Approximate Start and Completion Dates:** Contractor provides approximate dates for start and completion of the Work in the Proposal. These dates are approximations and may be subject to change depending upon a variety of conditions, including, without limitation, weather issues, the time period to obtain and receive applicable permits from your municipality, or the time to order and receive materials necessary for the completion of the work. In addition, the dates may change if the Owner directs Contractor to perform additional work under a Change Order.
5. **Subcontractors Known at Time of Signing of Construction Contract (if any):**
Contractor anticipates that some of the labor and materials to complete the Work may be supplied by subcontractors. At the time of the signing of this contract, Contractor anticipates that the following subcontractors may be engaged to provide labor and/or materials:

6. **Right of Rescission/Cancellation.** Because this is a contract for construction of home improvements ("Home Improvement Contract") and under Pennsylvania law, you (Owners) have a right to rescind (cancel) this Contract within three (3) business days after the date you signed it. A notice of cancellation form is attached as Schedule 2.
7. **Liability Insurance Covering Personal Injury and Property Damage.** Contractor has and will continue to maintain liability insurance covering personal injury and property damage in an amount not less than \$50,000. A certificate of insurance is available on request.
8. **TOLL FREE NUMBER FOR PA CONSUMER PROTECTION BUREAU OF THE ATTORNEY GENERAL'S OFFICE AND WEBSITE ADDRESS.** This Home Improvement Contract is subject to Pennsylvania's Home Improvement Consumer Protection Law and

Contractor is required to provide you with the toll-free telephone number and website for the Bureau of Consumer Protection of the Pennsylvania Attorney General's Office Toll-free hotline: 1-888-520-6680. <http://www.attorneygeneral.gov/>

9. **ALTERNATIVE DESIGN OPTIONS AND RISKS CONSIDERED.** If Owner has a fire protection system where traditional antifreeze solutions remain an option, consideration should still be given to alternatives to the use of antifreeze. It is important to remember that, while NFPA sprinkler standards allow the limited use of antifreeze in existing systems as an option to address freeze potential, they do not require the use of antifreeze in sprinkler systems. Both in designing new systems and evaluating existing systems, Contractor has encouraged Owner to investigate other methods of maintaining wet pipe systems in environments where freezing of pipes may be a concern. Several alternative design options exist including the use of insulation, heating areas where sprinkler piping is run, or the use of dry pipe and preaction systems in areas subject to freezing. If Owner has nonetheless requested Contractor's use antifreeze, Owner agrees that alternatives have been considered, and Owner understands the relevant risks, including those related to the combustibility of antifreeze solutions, in residential sprinkler systems.
10. **WARNING: OWNER'S ANNUAL INSPECTION, TESTING, AND MAINTENANCE.** Unless Owner and Contractor have agreed otherwise in the Proposal or in writing, Contractor's scope of work does not include annual testing, inspection, and maintenance of Owner's fire protection system. Owner has been warned and understands that Owner's fire protection system requires annual testing, inspection, and maintenance. ALL NEW AND EXISTING SYSTEMS THAT USE ANTIFREEZE MUST BE TESTED ANNUALLY, BEFORE THE ONSET OF FREEZING WEATHER, BY A QUALIFIED INDIVIDUAL. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY OWNER'S FAILURE TO ANNUALLY INSPECT, TEST, AND MAINTAIN THE SYSTEM.
11. **Limited Warranty.** The terms of the Limited Warranty set forth in Schedule 3 are incorporated herein and made a part of this Contract regardless of whether the Schedule is initialed by the parties hereto.
12. **General Matters:**
 1. Entire Agreement. This Contract contains the entire agreement between the parties hereto and is intended to be the final expression of the agreement between the parties.
 2. Joint Liability and Married Couples. The liability of each named Owner under this Contract shall be joint and several. Married persons who sign this Contract for Work to be performed on any residential property are acting as authorized agents of their spouse, and the liability of both spouses for payment of Contractor shall be joint and several.
 3. Governing Law/Jurisdiction. This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Owner agrees and consents to the non-exclusive jurisdiction and venue of the Court of Common Pleas of Montgomery County and the U.S. District Court for the Eastern District of Pennsylvania with respect to any proceedings arising out of or in connection with this Contract.
 4. Severability. If any provision or term of this Contract shall be found to be illegal or unenforceable under any applicable statute or rule of law, this Contract shall remain in full force and effect and such provision or term shall be deemed stricken.

5. Counterparts. This Contract may be executed in one or more counterparts, including counterparts transmitted by facsimile transmission or electronic mail in PDF or other formats.

IN WITNESS WHEREOF, the parties hereto, hereby set their hands and seals, intending to be legally bound.

OWNER

Mallard Plumbing & Mechanical LLC

Robert Austin

Dated: _____

Dated: _____

Schedule 2

Notice of Cancellation Rights

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You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date of your signing of this Contract.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your written cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your written notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by signing and dating below:

I hereby cancel this transaction.

(Date)

Owner's Signature

Schedule 3

Limited Warranty

Subject to the limitations and exclusions set forth in the Contract and the terms and conditions of the Proposal, Mallard Plumbing & Mechanical LLC ("Contractor"), hereby warrants that the services furnished under the Contract will be of professional and workmanlike quality, according to standard practice in the industry in Pennsylvania. Contractor hereby assigns and agrees to deliver to Owner all warranties received from manufacturers of any materials provided by Contractor in connection with performance of the Work. Material warranties are solely those of the manufacturers of the materials, and Owner agrees to look to those manufacturer for all material warranty claims. Contractor's Limited Warranty does not extend to and does not cover materials or supplies or work performed by Owner or others.

If Owner has a fire protection system where traditional antifreeze solutions remain an option, Owner understands that Contractor may be required to use a mixture of an antifreeze material with water that is prepared and factory-mixed by the manufacturer with a quality control procedure in place that ensures that the antifreeze solution remains homogeneous and that the concentration is as specified. The manufacturer is solely responsible for the mixture and quality control procedure, and Contractor provides no warranty, express or implied, as to these materials.

Contractor warrants that it will (at its sole option) repair, replace, or pay to Owner the reasonable cost of such repair or replacement of any substantial defect in Contractor's workmanship, which are brought to the Contractor's attention within one (1) year of contract completion. Contractor reserves the right to determine the best methods of repair.

Owner agrees to notify Contractor in writing within seven (7) days of contract completion of any cosmetic deficiencies in materials or workmanship. Contractor agrees to review said deficiencies within thirty (30) days after receiving written notice for possible coverage under this warranty. Contractor will upon receipt of notice determine the extent of the possible deficiency and the proper procedure and timing for necessary repair, replacement or compensation set forth above.

THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY OFFERED AND CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. OWNER'S REMEDIES ARE LIMITED TO THE TERMS SET FORTH IN THIS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE.