



PA Home Improvement Contractor Reg. Number: PA88078

3 / 28 / 2021**1. Contractor : CopeBUILT Construction**

physical address: Unshackled Solutions LLC
744 Street Rd, Suite 2
city, state, zip code: Cochranville PA 19330



mailing address: PO Box 60
Kelton PA 19346

telephone number: 484-748-0008, option 2

2. Client / Customer / Buyer / Owner

Purchaser of Construction, Home Improvement, or Home Repair services, as shown on documents and payment page.

3. CLIENT: Address, Phone number, Email as shown on documents & Payment Page

4. Earliest available start date for work: Contractor may provide estimated start date for a requested service.

Start date assumes a prompt return of any required documents, agreements, or signed estimates and deposit check as scheduling is First-In, First-Out. Start date is also dependant upon prompt arrival of any special order materials, ideal conditions at our previous jobsites, and favorable, societal situations in light of Covid-19. Contractor will contact Customer as the date approaches with an updated estimated start-date.

5. List description of the Work to be performed in the project, Materials to be used, and Job Specifications. **Note To Customer :** *Please see item 10 regarding exclusions for inadvertent damages. Do not assume anything about the work to be done. The price listed in item 12 is based on the following written specifications. If nail filling and paint are not specified below, then nail filling and paint are not included in the price. Customer is responsible for requesting written changes to the specifications before signing the agreement.*

(A) General Practices: Customer will ensure work areas are clear of personal items to allow Contractor to work quickly, safely, and unencumbered. (If it's not a piece of furniture, please remove it from the area or box it up for easy shuffling as we move furniture around the room, including photographs, decorative items, etc. If working outside, please remove potted plants, landscape lights, etc from the immediate area. This helps protect your valuable and sentimental items and allows us to work efficiently.) Customer will maintain the climate controlled work area at 68 to 74 degrees throughout the project to facilitate rapid curing of various adhesives, joint compound, and paint. Please ensure pets are secured such that they can't sneak out as Contractor enters & exits throughout the day. Contractor assumes no position of keeper, bearer, or harbinger of pets, and all duties of their care, safety, and responsibility remain solely on the owner.

(B) Please see formal agreement PDF for detailed scope of work. One-day jobs may be completed based on written estimates or quotes. If formal documents are not created, small projects may be completed based on the scope of work described in emails, facebook messages, and other written communication. *Customer is responsible for requesting written changes to the specifications before paying the deposit to secure services.* PLEASE NOTE: If conditions on site are materially different from what was described in phone calls, emails, Facebook messages, customer supplied photos and conversations, additional charges may apply.

(C) Contractor will clean up jobsite and dispose of waste materials.

*If Customer asks Contractor to fix something, look at something, evaluate something, address something, take care of something that is not in the contract, that IS a change order, and will come with additional charges. If Contractor shows Customer a defect, problem, concern, or damage, explains why it's a problem and asks how Customer would like us to proceed, that IS a change order, and will come with additional charges. A Change Order may be executed in an **informal verbal conversation or e-mail or text message or hand written authorization between Customer and the Contractor.** Customer understands that most changes historically have resulted in an increase to the total project cost and possible extensions to the completion timeline. Additional costs associated with unforeseen complications and customer requested changes will be billed at T&M: Time (\$120 / man hour in quarter hour intervals), plus Materials (retail price plus 34% mark up and PA sales tax), plus any tool costs and equipment rental costs, taxes, insurance, mark up, overhead and profit which otherwise would have been built into a formal quoted price. Change orders may result in work-stoppages or delays to the previously agreed upon project completion schedule. A change order fee of \$150 may be added to the final invoice, for any change orders requested by customer under this agreement, regardless of whether not the change order was fully executed.*

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6. Unless otherwise specified, the price estimated or quoted is based on standard in-stock sizes, designs, colors and qualities as specified by the manufacturers of the materials included in the proposal. Contractor shall have the right to substitute materials generally recognized by the Trade as equal in quality to those specified, anything herein or elsewhere to the contrary notwithstanding. All materials caused to be delivered to the jobsite by Contractor shall remain the exclusive property of Contractor until paid for by Customer AND incorporated into the building by Contractor, and the same may be removed by Contractor at any time prior thereto. If materials which Contractor is required to furnish become unavailable at the prices quoted, either temporarily or permanently, subsequent to the execution of this agreement, through causes beyond the control and without fault of Contractor, then in the case of temporary unavailability, the contract time shall be extended for such period of time as the Contractor shall be delayed by such unavailability and in the case of permanent unavailability, Contractor shall be excused from the requirement of furnishing such materials or equipment, at the price quoted. Customer agrees to pay Contractor any increase in cost between the that which has become permanently unavailable and the closest substitute which is then reasonably available. The Work shall be executed in conformance with this Agreement in a good and workmanlike manner and free of defects not inherent in the type of work. The standard of care to which Contractor is held is that level of skill and competence ordinarily and contemporaneously demonstrated by contractors of the same trade working in the same locale and faced with the same or similar facts and circumstances. Slight bubbles, lines, scratches, surface imperfections or discolorations are all characteristic of modern manufacturing and shipping processes and are not to be considered defects.

7. Customer has reported to Contractor all conditions known to Customer which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include but are not limited to, hazards on the job site, unsuitable soil conditions, prior defective work of others, latent defects in the plans or specifications, earlier attempts to do similar or related work and obligations imposed by government. Customer has provided Contractor with information on subsurface or concealed conditions at the job site. Except to the extent that Contractor knows this information to be false, Contractor is entitled to rely on the accuracy of this information. If any concealed structure, water, power, waste, drain or gas line is uncovered or revealed during construction which is not as indicated in the contract documents or is inconsistent with information provided by Customer, Contractor shall promptly, notify Customer. Contractor shall submit a request for Change Order which covers the additional cost incurred as a result of such structure, water, power, waste, drain, or gas line uncovered or revealed during construction. If Contractor claims that any instruction, Drawing, act or omission of Customer or any representative of Customer, or any agency of government, increases costs to Contractor, requires extra time or changes the Scope of Work, Contractor shall have the right to assert a Change Order for such costs or time.

8. In any emergency threatening the health, safety or life of persons or serious and immediate damage to property, Contractor shall use best efforts and full discretion without special instructions or authorization from Customer to prevent the threatened damage, injury or loss. Contractor shall notify Customer promptly if Contractor believes any significant changes in the work of variations from Contract Documents have been caused by the Emergency response.

9. When required by the nature of the work and location/jurisdiction, customer shall promptly secure all permits, licenses, and approvals required by any agency with jurisdiction over the project to complete the work, including but not limited to: government authority, federal and local laws, ordinances, rules and regulations and / or Home Owners Association. Contractor shall assist Customer in responding to request for information from the permit-issuing authority. Customer shall provide contractor with a copy of all permits, licenses and renewals issued by agencies with jurisdiction over the project for the work. Customer will pay the building permit fee, plan check fee, and charges levied by government for testing, inspection and re-inspection of the work. Except as provided elsewhere in this agreement, Customer will pay all



fees, application charges, document fees, hearings and certifications imposed by governing authority and any association of property owners having authority over the job site. These fees are NOT included in the contract price unless explicated stated otherwise in this document. Contractor has no liability for fines, damages, expenses or costs in the event the specifications do not comply with the requirements of any statute, ordinance, code, rule or regulation and Customer agrees to indemnify and defend Contractor from any fine, liability or expense, including attorneys' fees, which result from Customer's failure to obtain necessary permits and/or approvals.

10. Customer shall permit Contractor to use utility services including sanitation, water, electric power, heating and cooling, without charge as required to complete the work. Contractor shall ensure that utility services furnished by the Customer are used in a safe manner, and are not wasted. Customer agrees to allow reasonable access to existing toilet facilities at no charge. • Customer understands that occasional outages & voltage variations may occur as necessary to complete the work. Contractor is not responsible for problems discovered in the home's systems during the course of the work, including but not limited to, electrical wiring and devices, plumbing and fixtures, low voltage, and HVAC equipment. • Customer understands that incidental nail pops, and drywall cracks can occur due to the occasional violent nature of construction. Customer is responsible for removal of photos, artwork, etc from walls prior to start of the work. Contractor is not responsible for objects falling off walls, cracks, nail pops, damage to non-visible wiring & pipes, damages caused by heavy equipment, or any other damages inadvertently caused by the construction of the work. • Should any incidental nail pops or drywall cracks develop, any inadvertent damage occur, and/or any problems be discovered, Customer may request Contractor make repairs under Change Order Methodology in Item 5, however, scheduling challenges may prevent Contractor from approving any such Change Order request.

11. Customer grants to contractor the right to take pictures of the project and use those pictures for advertising, promotion & publicity purposes in any electronic, online, or print format. Customer irrevocably grants to Contractor permission and authorizes Contractor to (A) record, re-record and photograph both the project, and Customer's likeness, name, voice, interview, and related information, (B) to portray or describe items as Contractor may elect, and (C) to make use of any and all media in advertising, marketing, publicity and promotion related to the Project, and (D) to reproduce and publish the same throughout the universe in perpetuity, in any and all media now known or hereinafter devised, including but not limited to, all forms of electronic, online, internet distribution, television, home video, digital download, radio and print formats. Customer may request a series of job photographs which document work progress. Customer grants to Contractor permission to give prospective clients of Contractor the name of Customer and a contact number when soliciting future business. Customer agrees to receive automated voice calls, voice mails, and text messages from contractor. Customer authorizes Contractor to place a cellular trail camera on-site to monitor jobsite, tools, equipment, materials and supplies against theft and vandalism. Customer grants to Contractor, and any subcontractors, the right to place a sign in the yard of the property, prominently visible from street. Sign is not to exceed 38"x54" in size. Customer agrees that sign will remain posted from date deposit is received, until 7 calendar days after final payment on contract and all outstanding change orders is received & clears the bank. Signs remain the respective property of the associated contractor. Customers may exempt themselves from contract item 11 related to photos, yard signs and marketing in exchange for a \$150 consideration fee. If signage is removed prematurely by customer, or otherwise hidden, or damaged, Customer agrees to pay \$150 consideration fee.

12. Total estimated price of the job has been provided to the customer in other communication

13. (A) Down payment amount advanced for purchases and for Special Order Material has been provided to the customer in other communication, and is due in order to schedule the requested service. (B) Progress Payments may be required. Balance due promptly upon substantial completion of agreed upon scope of work, +/- any change orders, less any proposal fees.



C) Additional Payment or Other Terms:

Debit and Credit cards are accepted for your convenience at www.CopeBUILT.com/Payments/. A Merchant Services Processing Fee surcharge may be added to all amounts paid online via card or a cash/check discount may be offered. Verbal and Electronic quotes and estimates always represent the Cash/Check pricing, unless otherwise specified.

Customer will pay to contractor progress payments, if applicable. Customer will pay to contractor the balance of the contract price promptly at the completion of the work. (Note: invoices are not generated for scheduled payments agreed to in this Home Improvement Contract. Failing to receive an invoice does not negate customer's obligation to remit progress payments and contracted balances at time of service.) As Change Orders are separate from scheduled contracted payments, Change Orders may be invoiced separately, and payment due promptly, in efforts to keep the project on schedule.

Electronic PDF copies of paid invoices are available via email, upon request. For fastest service, please send your request for a paid invoice to Office@CopeBUILT.com with the date of your payment, amount, & check/reference number. Please allow 5 to 7 business days for payments to clear.

If the Customer shall default in any payment when due, Contractor may at its option stop work and declare the entire balance of the contract price to be immediately due and payable. Customer agrees to reimburse Contractor for all increases in the cost of the work caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization, if any.

No back charge or claim of the Customer shall be valid unless Contractor is given written notice, has been allowed reasonable time to correct any deficiency, and has failed to do so. Furthermore, any payments withheld under a claim of Contractor default shall be reasonably calculated to cover the anticipated direct liability, and all remaining payment amounts not in dispute shall be promptly paid PRIOR to Contractor correcting any claim of deficiency. Under no circumstances will Contractor be liable for consequential damages, including, but not limited to, loss of use, loss of income, lost or additional rent, lost or additional financing (including increased or extended finance charges), loss of business and reputation, lost profit and home office expenses including the compensation of personnel stationed there. Customer shall make no demand for liquidated or actual damages for delay more than the amount assessed against Customer for unexcused delays to the extent actually caused by Contractor. If liquidated damages are assessed, they shall be the Customer's sole and exclusive remedy hereunder.

Customer is obligated to pay Contractor a \$38 late fee per month, AND a compounded interest penalty of 1.5% per month, or partial month, on total amounts due if not paid within 14 calendar days of the completion of the work. Failure by Customer to pay any invoice within 30 calendar days shall constitute a material breach of this agreement.

In the event that payment is not made in accordance with the terms thereof, or if there has been a delay or stoppage of work, Customer authorizes and empowers the Contractor and/or the prothonotary, clerk or any attorney of any court of record at any time to appear for the total price, or at the option of Contractor, for payment for all work executed and materials delivered and for any loss sustained together with a reasonable profit, overhead on unperformed work, and damages. Customer agrees to pay all late fees, interest, penalties, lien fees, surcharges, court costs & fees, and arbitration costs, as well as all related collection fees incurred by Contractor under this agreement and related changed orders and work and in the collection of outstanding balances.

- D) **All checks shall be made payable to CopeBUILT.** The mailing address is PO Box 60, Kelton PA 19346
Customer will be billed a \$38.00 service fee plus 15.99% surcharge
on all bounced or returned checks & charge-backs.

14. All work shall be performed in one continuous operation, unless otherwise provided herein. Contractor shall commence and complete the work as expeditiously as circumstances permit, but shall not be liable for any delay caused by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, acts of God, or causes beyond its control, and the time for delivery or materials or completing the work hereunder shall be

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extended for the time of such delay. Contractor shall be entitled to an extension of time and an equitable adjustment in the price of the Work, including but not limited to any increased cost of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Contractor is not responsible. In the event Customer delays permitting work to start, or to progress, at any time, or by any act of neglect of Customer, or, if the work should be stopped or delayed under an order of any court or other public authority, Contractor shall have the option to terminate this contract and to recover from the Customer payment for all work executed and materials delivered and for any loss sustained together with a reasonable profit and damages. In the event that Contractor elects to proceed with the work, the Customer shall pay, in addition to the contract price, all increases in labor, material, transportation, and other costs that may result from the delay or stoppage.

15. List names, & addresses, of Subcontractors known at the date of the signing of this contract:

(PO Box alone not sufficient)

- A) none
- B) _____
- C) _____

16. Except as otherwise provided by law or regulation, Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount not less than \$50,000. Customer may request a Certificate of Insurance from Contractor if desired. Customer, for itself and its insurer, agrees that Contractor’s liability under any claim shall not exceed the limits of applicable insurance coverage carried by Contractor. The current amount of insurance coverage maintained by Contractor at the time of signing the contract is: (A) Personal Injury - \$1,000,000 CSL ; and (B) Property Damage - \$1,000,000. CSL and (C) \$100,000 Workers Compensation.

17. The Pennsylvania Bureau of Consumer Protection may be contacted at 888-520-6680 where a caller can obtain information as to whether a contractor is registered with the bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act. CopeBUILT is registered under contractor number PA88078.

18. This agreement contains an overview of the general terms and conditions between the parties. A formal CopeBUILT home improvement agreement, CopeBUILT written estimate or CopeBUILT quote may offer additional specifics. No other terms and conditions shall not be binding on Contractor unless expressly accepted in writing by Contractor.

19. RIGHT OF RESCISSION - You, the buyer, may cancel this transaction at any time prior to 5 PM of the third business day after the date of this transaction. Buyer may request a sample notice of cancellation for an explanation of this right.

If Customer cancels, any property traded in, any payments made by customer under the contract or sale, and any negotiable instrument executed by customer will be returned within ten (10) business days following receipt by the Contractor of your cancellation notice, and any security interest arising out of the transaction will be cancelled. During normal business hours, Customer must make available to the Contractor at Job Location in substantially as good condition as when received, any goods delivered under this contract or sale. If Customer makes the goods available to the Contractor and the Contractor does not pick them up within twenty (20) days of the date of notice of cancellation, Customer may retain or dispose of the goods without any further obligation. If Customer fails to make the goods available to the seller, or if Customer agrees to return the goods to the seller and fail to do so, then Customer remains liable for performance of all obligations under the contract.

20. Compliance with the Pennsylvania Home Improvement Consumer Protection Act which took effect on July 1, 2009 on all residential home improvement contracts. Any contractor who completes more than \$5000 of work in a year &



offers to complete work, without completing a valid contract containing the following, is in VIOLATION of the law. The Bureau of Consumer Protection in the Office of Attorney General of Pennsylvania can be reached toll free at 800-441-2555.

ACCEPTANCE OF COPEBUILT TERMS OF SERVICE - by submitting payment, Customer agrees the prices, specifications and conditions are satisfactory and hereby accepted as legally binding and authorizes Contractor to order material and schedule the work. Customer hereby affirms that Customer is the owner of the property, or is legally authorized by property owner to retain Contractor for work to be performed and Contractor is hereby authorized to do the work specified. Payment will be made as requested. If customer chooses to not have Contractor complete the work after the contract is accepted and the 3 day rescission period has expired, customer agrees to pay Contractor the greater of either a cancellation fee of 20% of the total job cost, or the value of the materials purchased plus services rendered by Contractor plus a cancellation fee of 10% of the outstanding contracted amount and \$500 for each sub-contractor who was retained. Special Order Materials are not refundable. Customer may not assign or transfer these terms in whole, or in part.

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