

## Terms and Conditions of Acceptance of Estimate and the Agreement

1. The owner warrants that he/she is the lawful owner of the lands and premises and that the location selected by him/her is such that all construction will be entirely within the boundaries of the owner's property and will not violate any municipal or any other restriction zoning ordinance, or set-back requirements whatsoever, and shall indemnify and save harmless ALL CANADIAN RENOVATIONS LTD. ("ACR") from any breaches thereof.
2. If work requires homeowner to vacate the premises for an extended period of time during the project, the owner agrees, at their own expense, to add ACR as a "loss payee" to their building insurance prior to commencement of any work hereunder. Such insurance to be for an amount equal to no less than all prior lienholders plus the estimated work to be done by ACR.
3. ACR shall obtain and pay for all necessary permits, approval, licenses, or consents required by law or any municipal or other authority for the execution of the work, and shall comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of public health and safety, and shall indemnify and save harmless the owner from any damages arising from any breaches thereof. The owner shall provide access, as well as electrical power, to the site for all equipment necessary for the performance of ACR's work.
4. All cheques payable are to be payable to ACR and must be paid within 5 business days of date of invoice. This agreement constitutes the entire understanding between the parties hereto and no other understanding, whether verbal, collateral, or otherwise shall be valid unless recorded in writing and signed by both parties. All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs (communicated verbally or in writing) will become an extra charge over and above the estimate. The contract is based upon completed job and any surplus materials remain property of ACR.
5. Should ACR encounter underground obstructions such as underground pipes, wires, cables, conduits, water strata or seepage, hard rock or filled ground, or any other hazards not visible to the naked eye, the owner agrees to pay any additional cost incurred by ACR because of these obstructions. If the additional work caused by said obstructions is done by ACR's employees and equipment, the owner agrees to pay all costs of employees and equipment at prevailing wages and rentals plus 28 percent; If work is done by a sub-contractor to ACR, the owner agrees to pay cost of such work performed plus 28 percent. Said payment to be over and above the price stipulated herein. In this connection, additional costs shall include any cost incurred by ACR's increasing existing utility capacities, in removing or rerouting obstructions or hard rock, in refilling or compacting full ground areas, or in altering because of any of these conditions. Workmanship guarantee does not cover damage due to high winds, ice build-up, condensation, or other acts of God.
6. ACR shall not be responsible for any delay in the commencement or completion of the work caused by the owner, or changes ordered in the work, or by strikes, lockouts, fire, unusual delays by common carriers, or unavoidable casualty, or by any other cause whatsoever beyond ACR's control, or by any cause within ACR's control which is, in the absolute discretion or indirectly, caused by the owner, and as such, ACR reserves the right to make appropriate substitutions to materials of equal or lesser value (including customer selected items), if deemed necessary by ACR.
7. Pets (if any) are the responsibility of the homeowner and are to be secured in an area away from the project at all times.
8. If the work should be stopped under an order of any court, or any other public authority through no act or fault of ACR or of anyone employed by ACR, or if ACR chooses to terminate the contract/agreement at any time, or for any reason, or if the owner fails to pay ACR when due, then ACR may stop work and/or terminate the agreement and recover from the owner payment for all work executed and any loss sustained upon any equipment or materials with reasonable profit or damages, and forthwith remove the whole or any part of any material or equipment installed, without any liability to refund any sum paid by the owner under the agreement.
9. The customer agrees not to offer employment to any employees, subcontractors, or anyone else associated with ACR outside the scope of this agreement, including but not limited to employment after hours, or on a cash basis, or in exchange for any other goods or services of any monetary value. In the event that the customer breaches this clause, this agreement shall be immediately terminated, and the customer shall be liable to pay ACR the full amount of any outstanding payments due, as well as any other damages incurred as a result of the breach.
10. If this agreement is terminated by ACR for non-payment by the owner of any amount when the sum becomes due, ACR shall be entitled to file a lien against the property where work has been performed pursuant to *The Builders' Liens Act*, and ACR shall not be responsible for any loss, expense, or damage whatsoever sustained, directly or indirectly, by the owner as a result of such lien filing.
11. In the event of the sale of the premises upon which work has been done by ACR, the entire balance, if any, owing on the contract shall immediately be due and payable in full and the owner shall undertake to notify ACR immediately if a contract of sale is entered into, or a sale effected, whichever occurs first.
12. All work and material delivered to the premises, whether actually incorporated in the property or not, are to be considered the property and title of ACR at the owner's risk until the same have been paid for. The owner agrees that ACR shall have access to its material at reasonable times until the same have been paid for in full. In the event of non-payment as called for under the contract, ACR shall be entitled to enter upon the premises of the owner and remove any installation made up to that point in time, or any part of the same installation, as ACR may deem advisable, and no trespass by ACR, its assigns, agents, or employees shall arise out of any entry incidental thereto.
13. The entire contract is conditional at the option of ACR upon satisfactory credit rating of the owner. The contract must be approved and bear the signature of an executive officer of ACR, and it shall then constitute a binding agreement upon the parties hereto.
14. This agreement shall be construed in accordance with the laws of the province in which the work is performed.
15. During window or door installation, stucco and plaster cracks are possible and will be the responsibility of the owner to repair. Regular maintenance after installation (snow removal, caulking, etc.) are the responsibility of the homeowner.
16. Plumbing, electrical, and alarm systems requirements are to be arranged by the owner before installation.
17. Removal of draperies, furniture, or plants, etc. or any such moveable obstacles are the responsibility of the owner.
18. Concealed damage to the property at time of signing contract affecting the performance of this contract by ACR will be charged to owner at ACR's standard rates.
19. This estimate is subject to correction for clerical errors or omissions.
20. Nothing not specifically listed in the contract will be furnished by ACR.
21. Workmanship shall be covered for a period of two (2) years from date of installation. Workmanship warranty is limited and non-transferable. Materials/parts/products are covered by manufacturer's warranty only. Glass breakage is not covered this by warranty. All laminate countertops including miter ends are not covered by ACR warranty. Damage due to structural movement is not covered by ACR warranty. Drywall cracks and screw pops are not covered by ACR warranty. Any deficiencies/warranty issues will only be addressed after customer's account is paid in full.
22. Should the cost of materials and/or trades and/or labour escalate between the date of this agreement and the actual purchase date, ACR reserves the right to adjust this estimate to recover additional unforeseen costs beyond our control. Should the cost of materials decrease between the date of this agreement and the actual purchase date, ACR will pass any savings along to the client.
23. ACR shall be entitled to publish photographs of finished projects for ACR's promotional purposes, provided that the owner's name and address shall not be published without the owner's prior consent