

General Conditions of Acceptance of Estimate

1. The owner agrees to procure at their own expense, and prior to commencement of any work hereunder, fire insurance. Such insurance to be equal to the total sum of improvements, with loss, if any, payable to any mortgage or beneficiary under any deed of trust, such insurance to be written to protect the owner and contractor and lien holder.
2. All cheques payable must be made out to ALL CANADIAN RENOVATIONS LTD. 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 will be executed only upon written orders and will become an extra charge over and above the estimate. The contract is based upon completed job and any surplus materials remain property of ALL CANADIAN RENOVATIONS LTD.
3. 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., hereinafter known as the contractor, from any breaches thereof.
4. ALL CANADIAN RENOVATIONS LTD 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 contractor 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 the contractor's work. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.
5. Should the contractor 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 the contractor because of these obstructions. If the additional work caused by said obstructions is done by the contractor's employees and equipment, the owner agrees to pay all costs of employees and equipment at prevailing wages and rentals plus 10 percent; If work is done by sub-contractor, the owner agrees to pay cost of such work performed plus 10 percent. Said payment to be over and above price stipulated herein. In this connection, additional costs shall include any cost incurred by contractors 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. The contractor 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 the contractor's control, or by any cause within the contractor's control which is, in the absolute discretion or indirectly, caused by the owner.
7. If the work should be stopped under an order of any court, or any other public authority through no act or fault of the contractor or of anyone employed by the contractor, or if the owner fails to pay the contractor when due, any undue, or top become due under the agreement, then the contractor may stop work and/or terminate the agreement and recover from the owners 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. If this contract is terminated by the contractor for non-payment by the owner of any amount when the sum becomes due, the contractor shall not be responsible for any loss, expense, or damage whatsoever sustained, directly or indirectly, by the owner.
8. In the event of the sale of the premises upon which work has been done by the contractor, the entire balance, if any, owing on the contract shall immediately be due and payable in full and the owner shall undertake to notify the contractor immediately if a contract sale is entered into, or a sale affected, whichever occurs first.
9. 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 the contractor at the owner's risk until the same have been paid for. Owner agrees that the contractor shall have access to his material at as reasonable times until the same have been paid for in full. In the event of non-payment as called for under the contract, the contractor 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 the contractor may deem advisable, and no trespass against the contractor, its assigns, agents, or employees shall arise out of any entry incidental thereto.
10. The entire contract is conditional at the option of the contractor upon satisfactory credit rating of the owner. Contract must be approved and bear the signature of an executive officer of the contractor, and it shall then constitute a binding agreement upon the parties hereto.
11. This agreement shall be construed in accordance with the laws of the province in which the agreement was signed.
12. During window or door installation, stucco and plaster cracks are possible and will be the responsibility of the owner/customer to repair.
13. Plumbing, electrical, and alarm systems requirements are to be arranged by the owner/customer before installation.
14. Removal of draperies, furniture, or plants, etc. or any such moveable obstacles are the responsibility of the owner/customer.
15. Concealed damage undetermined at time of signing contract will be charged to owner/customer at standard rates.
16. This estimate is subject to correction for clerical errors or omissions.
17. It shall be distinctly understood that nothing whatsoever not specifically listed will be furnished under the estimate.
18. **Warranty** – Workmanship shall be covered for a period of two (2) years from date of installation. Workmanship warranty is limited and non-transferable. Parts/products are covered by manufacturer's warranty only. Glass breakage is not covered at all by warranty. Laminated countertop miter ends are not covered by warranty. Damage due to structural movement not covered by warranty.
19. **Credit Card Transactions** – ALL CANADIAN RENOVATIONS LTD. accepts credit card purchases up to a maximum of \$5000.00 per contract. For amounts exceeding the \$5000.00 limit, an automatic service charge of 3.5% will be added.