



## Contract Agreement

This construction agreement ("Agreement") is made on this day, \_\_\_\_\_ between \_\_\_\_\_ ("Client") and ReTouch Real Estate Enhancement Group, LLC ("ReTouch").

### I. Scope of Work

ReTouch shall provide necessary materials and perform the work on property located at: \_\_\_\_\_ ("Site") as described in the attached scope of work, which is Exhibit A and that is further described in the plans and specifications dated \_\_\_\_\_, all of which are incorporated herein by reference ("Project").

*This agreement does not include labor or materials for any work not specifically detailed in the scope of work.*

### II. Timeline

ReTouch shall commence work on or before \_\_\_\_\_ and shall substantially complete the work by \_\_\_\_\_.

*Dates may be adjusted in ReTouch's reasonable judgment for delays caused by: weather, accident, shortage of labor or materials, or other uncontrollable events.*

*Additional time should be allowed if: scope of work is changed or added to, separate contractors are used, or there are delays by owner or owner's agents.*

### III. Cost and Payment Schedule

Owner shall pay ReTouch the sum of \$\_\_\_\_\_. Payment of the contract price will be made in accordance with the following schedule:

- 20% Product Deposit upon contract signing
- Biweekly Progress Draws until substantial completion (90%)
  - Sent on Wednesday based on percent complete by that Friday
- Final 10% on satisfactory completion

*ReTouch shall have right to stop all work on Project and keep job idle if payments are not made to ReTouch strictly in accordance with this Contract pending payment or resolution of any dispute.*

*Any change orders may require a \$25 administrative fee, and will delay project schedule. The change order will be incorporated into the total contract amount, which must be made current upon the next draw.*

*Total cost may be subject to additions and deductions pursuant to authorized change orders.*



**IV. General Provisions**

1. ReTouch will communicate regularly with Client during the project, and notify Client of progress, necessary actions and changes.
2. ReTouch will strive to maintain a clean and organized work site.
3. ReTouch will strive to complete all work according to local codes, but cannot be held liable for compliance unless the Project is completed under the supervision of a licensed architect or licensed engineer.
4. ReTouch is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of ReTouch or its employees and subcontractors.
5. ReTouch will warranty work according to attached warranty agreement
6. Project may be revised only if agreed to in writing and signed by Client and ReTouch.
7. Any action seeking to enforce any provision of or based on any matter related to Project shall be brought in a court of competent jurisdiction in Johnson County, Kansas or US District Court.
8. This contract will be interpreted according to Kansas Law.
9. If any legal action or other proceeding is brought by any party arising out of or relating to any provision of this Agreement, the prevailing party shall be paid its reasonable attorney fees and other costs incurred therein, including but not limited to reasonable collection fees and costs.
10. In the event Client contracts with or otherwise uses the services of any other contractor at Site during the Timeline of this Agreement (as such Timeline may be modified by subsequent agreement), Client shall hold harmless and indemnify ReTouch for all damages, liabilities, costs and attorney fees incurred by ReTouch, its subcontractors and other third parties, known and unknown, that arise out of or relate to any action (or failure to act) by any such other contractor.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_ and  
Client

\_\_\_\_\_  
Agent of ReTouch Real Estate  
Enhancement Group, LLC

**V. Missouri Only: Required Notices**

**NOTICE TO OWNER**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

Signature \_\_\_\_\_ Date \_\_\_\_\_