



## MY NEXT HOME RENO

Building Contract

### Abstract

This is an Agreement between a Home Owner and My Next Home Reno Inc. and is intended to be used by both parties to set expectations, standards and protocols as My Next Home Reno performs certain work on a job that the Home Owner has contracted him/her to perform.

James Loney  
info@mynexthomereno.com



My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

| Definition Within:    | Contractor               | Home Owner               |
|-----------------------|--------------------------|--------------------------|
| Name:                 | My Next Home Reno Inc.   | Jane Smith               |
| Street Address:       | 345 Montgomery St.       | 123 Street Name          |
| City, State & Postal: | Ottawa, ON K1L 7X1       | Ottawa, Ontario, K2C 0V2 |
| Phone:                | 1-613-896-2587           | 613-890-9952             |
| Email:                | info@mynexthomerenos.com | janedoe@gmail.com        |

## RECITALS

(a) **Jane Smith** (the “Home Owner”) desires to enter into contract with **My Next Home Reno Inc.** (the “Contractor”) for purpose of skillfully and professionally completing **HOME ADDITION** to be performed at **123 Street Name, Ottawa, Ontario K2C 0V2**, (the “Project”), with the projected start date of **01/04/2021** and in strict compliance with the scope of work outlined in quote number **7055394138** (the “Work”) attached hereto as **APPENDIX A**.

(b) **My Next Home Reno Inc.** agrees to complete the Project on the terms and conditions contained herein.

*NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:*

## SECTION 1: DEFINITIONS

(a) **Work:** As used herein the “Work” shall mean all labor and materials, or both, necessary to perform the Project, to full completion, and shall consist of the components shown on the quote set forth in the attached quote numbered **7055394138**. The Work shall be done and the materials furnished in accordance with the scope of work as detailed in the quote.

(b) **Contract Price:** Contractor shall perform the Work and supply the materials more fully specified in quote number **7055394138** attached hereto and incorporated by reference for the flat “Contract Price” of **\$176,742.60**, which includes time, materials, fees and all applicable taxes (the “Guaranteed Maximum Price”). The contract price shall be payable in accordance with Section 5 and **APPENDIX B** hereof.



My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

## SECTION 2: OBLIGATIONS OF CONTRACTOR

(a) Contractor agrees to furnish and transport all necessary labor, tools, implements, supplies, and component parts, and appliances required to perform and finish the Work completely in a first class and workmanlike manner, to the sole satisfaction and approval of the **Home Owner**, free of any and all liens and claims of laborers, material men, suppliers, and subcontractors, free from any and all defects or deficiencies, and in strict conformity with the Plans and Specifications and all applicable provincial, county, and municipal laws, codes, and regulations. Contractor shall further endeavor to use its best faith efforts to complete the Project timely, and continually keep Property Owner apprised of the status of the Project, and timeline to completion of the Project.

## SECTION 3: THE WORK

(a) The Contractor has reviewed the Plans and Scope provided by **724 Architecture Inc.** and represents that: (i) if the Contractor performs the Work in accordance therewith, the Work shall have been constructed in accordance with all applicable provincial, county, and municipal laws, codes, and regulations, including, but not limited to, all applicable building codes; and (ii) the Plans and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Plans and Specifications and matters reasonably inferable therefrom for the Guaranteed Maximum Cost (and if the Plans and Specifications are not complete, to immediately stop work and seek clarification from the **Home Owner** and/or its Architect). No changes in the scope of work or Guaranteed Maximum Price shall be made unless in accordance with the scope of work outlined and signed by both parties in a Change Order. Contractor shall not follow or receive payment for any verbal orders or attempted modifications from the **Home Owner**.

(b) If at any time or times during the process of the Work, **Home Owner** desires to add to, alter, deviate from, or make omissions from the Work to be performed under the Plans and Specifications, **Home Owner** shall be at liberty to do so and the same shall in no way affect or make void this Agreement. Any such alterations to the scope of work, or deviations from Plans and Specifications shall be made only in a writing signed by both parties. Any verbal changes in the scope of Work of the Plans and Specifications shall be of no force or effect. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Guaranteed Maximum Cost, utilizing the same costing system as that applied to calculate the Guaranteed Maximum Price. Any such additions, alterations, deviations, or omissions that



My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the Work, and the amount thereof shall be added to the Guaranteed Maximum Price, utilizing the same costing system as that applied to calculate the Guaranteed Maximum Price. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the Plans and Specifications including any amendments in accordance with the scope of work outlined and signed by both parties in a Change Order, (ii) the Inspector approves of the Work; (iii) a notice of completion has been recorded by **Jane Smith**; and (iv) the Contractor has received final payment.

**(c)** Contractor shall at all times operate in good faith to complete the Work in a time efficient manner and in a manner which will minimize any disturbance, noise and inconvenience to the Property Owner and surrounding residents.

**(d)** Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition.

#### **SECTION 4: CONTRACT TIME**

**(a)** Contractor agrees to commence the Work after receiving written notification to proceed from **Jane Smith**, and shall complete the Work no later than **42 calendar weekdays** (the "Completion Date") after the Work has commenced, subject to delays caused by acts of God, inclement weather, theft, vandalism, or other unforeseen events beyond the control of Contractor. Contractor shall carry out the Work at all times with the greatest possible dispatch and diligence. If Contractor has not completed the Work by the Completion Date, then **Jane Smith** may terminate this Agreement, Contractor shall immediately terminate its Work, **Home Owner** may withhold any necessary sum to complete the Work and the Project with another Contractor, and in the event withholding such funds is insufficient to complete the Work and the Project, the Contractor will refund to the Property Owner such funds necessary to complete the Work and the Project within ten (10) days of receipt of written demand.

#### **SECTION 5: PAYMENT OF CONTRACT PRICE**

**(a)** In accordance with **APPENDIX B** of this contract, **Jane Smith** agrees to pay **My Next Home Reno Inc** based on benchmarks of completed work as outlined herein. **Work will halt if payment is missed and will not commence until payment has been posted and**



My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

**cleared with the bank. Any late payment will be subjected to 5.7% interest per week.**

Delivery of materials will be scheduled by the Contractor. for delivery on the forecasted start date. **Home Owner** agrees, in consideration of Contractor's performance of this Agreement, to pay Contractor the Contract Price of **\$176,742.60** plus the sum of any additional signed Change Order Agreements, immediately upon approved inspection of Contractor's work. This sum shall constitute payment in full for all costs incurred by Contractor under this Agreement in performing and completing the Work, including, but not limited to, the costs incurred for insurance, overhead, profit, Contractor's materials, supplies, bonds (if any are required by **Home Owner**), permits and compliance with all building codes and laws, and Social Security, CPP, Employment Insurance, WSIB, sales, interest, wages, and all other taxes and costs. If the actual cost to complete the Work exceeds the Contract Price, subject to additions and deductions provided for in this Agreement, the Contractor shall pay for such excess at its sole cost and expense and **Jane Smith** shall have no liability for the same. No payment at premium rates for overtime, Sunday, or holiday work shall be included in Contractor's bills to Property Owner, unless specifically authorized in advance in writing by the **Home Owner**.

**(b)** As an additional condition precedent to Contractor's right to receive final payment, Contractor shall discharge and release the Work from any and all claims or liens that may have accrued from the performance of this Agreement and the final building inspection by the **Home Owner** and the applicable governmental agency shall have been completed and accepted, and where a contract is valued at greater than twenty five thousand dollars (\$25,000), the Contractor shall provide **Jane Smith** with the following documents: (i) unconditional lien releases from all subcontractors and material suppliers; and (ii) an affidavit from the Contractor that all subcontractors, material men, and every other person with lien rights has been paid in full.

**(c)** If at any time during the progress of the Work or before the final payment is made, any lien or claim is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served to **Jane Smith**, and the **Home Owner** has performed its obligations under this Agreement, then **Home Owner** shall have the right to: (i) withhold from any payment due to the Contractor any amount sufficient to discharge any and all such liens or claims; (ii) pay the lien holder directly and offset any such amount against the Guaranteed Maximum Cost; and (iii) bond around the lien at Contractor's sole cost and expense.



My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

(d) The **Home Owner** reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers if Property Owner reasonably suspects that Contractor is not making payments to any such subcontractors or suppliers, or to protect **Jane Smith** from any liens or encumbrances.

## **SECTION 6: WARRANTY**

(a) Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws, including but not limited to the Workplace Safety and Insurance Act, Occupational Health and Safety Act, Freedom of Information and Protection of Privacy Act, and Ontario Building Code Standards. Upon receiving notification from the **Home Owner**, Contractor agrees to remedy, repair, or replace, immediately, without cost to the **Home Owner** and to the **Home Owner's** satisfaction, all defects, damages, or imperfections appearing in the Work within a period of one (1) year after the date of final completion of the Work and acceptance by the applicable governmental agency inspector and **Jane Smith**.

(b) Contractor shall assign all material and parts warranties to **Jane Smith**, and shall deliver to the **Home Owner** evidence of any such warranties as well as all product information and specifications.

(c) Contractor has made a full investigation of the job site, reviewed the Contract Documents, and investigated all other conditions that might affect the progress of the work and is satisfied as to those conditions.

(d) All warranties are void if the full amount detailed in the Contract Price, including any additional sums detailed in change orders, is not paid in full upon completion of the Project.

## **SECTION 7: DESTRUCTION OF PROJECT PROPERTY**

(a) If the Project Property is destroyed or damaged by any accident, disaster, or calamity, including but not limited to fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the Project Property shall be paid by **Home Owner** as extra work. **My Next Home Reno Inc.** is not obligated to perform any work to correct damage caused by insects, rodents or dry rot. Any such work shall be paid by **Jane Smith** as extra work in accordance with the scope of work outlined and signed by both parties in a Change Order.

## **SECTION 8: INDEPENDENT CONTRACTOR**



My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

(a) Contractor agrees to perform the Work as an independent Contractor and not as the agent, employee, or servant of the **Home Owner**. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with the Ontario Employment Standards Act, withholding, and all other regulations governing such matters.

(b) Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

## **SECTION 9: MISCELLANEOUS**

(a) Time is of the essence in this Agreement, however, **My Next Home Reno Inc.** makes no guarantees pertaining to material availability or delivery, and should either of these factors prolong the completion of the Work, **My Next Home Reno Inc.** will not be held accountable.

(b) This Agreement shall be governed by the laws of the Province of Ontario.

(c) This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both oral and written. Any amendment, including oral modification, must be reduced to writing and signed by both parties to be effective.

(d) Should either party employ attorneys to enforce any of the provisions of this Agreement or to protect its interest in any manner arising under this Agreement, or to recover damages for breach of this Agreement, or to enforce any judgment relating to this Agreement and the transaction contemplated hereby, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

## **SECTION 10: MEDIATION**

Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by JAMS/Endispute with a mediator experienced in the area of construction and construction contracts. Any party who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 9 of this Agreement, regardless of whether such party is the "prevailing party" in any such action.





My Next Home Reno  
345 Montgomery Street  
Ottawa, Ontario  
1-613-869-2587

**Home Owner** may cancel this agreement at any time prior to midnight of the third business day after signing this agreement by both parties (extended to the seventh business day in the event of a natural disaster). In the event of cancellation of this agreement by the **Home Owner** pursuant to statutory authority, Contractor shall immediately refund the deposit to property owner, but property owner shall nonetheless pay to contract the reasonable value of goods and/or services provided or ordered by Contractor prior to property owner's cancellation.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first set forth above.

**My Next Home Reno**

James Loney  
Operations, Managing Partner

Signed: November 29th, 2021

**Home Owner**

Jane Smith