



CONTACT INFORMATION:

Client name: Michael Mackay **Date:** April 4, 2008

Address: 42 Maple Ave.

City: Pelham **State:** NY **Zip Code:** 10803

Project Location: SAME

CONTACT INFO:

Home #: (914) 738 2414

Work #: (212) 909 6440

Cell #: (646) 761 0679

Email: mmackay@nshs.edu

Remodeling Consultant: Lior Noy

Our Westchester Department of Consumer Protection Home Improvement

License No. WC-18311-H06



Dear Mr. Mackay,

Thank you for allowing us the opportunity to offer our services on your remodeling project. By working with MyHome, you will enjoy the following benefits:

- a. The services of a qualified remodeling consultant (RC) who will be available to you by phone or email. The RC will help you make selections and decisions, unique to your project, and will assist you with all technical, design, and professional details.
- b. The convenience of having all the materials you need to select for your project in one of our showroom locations. We will assist you in selecting the materials purchased through MyHome based on your style and budget, with confirmation of functionality, matching colors and texture, and aesthetics.
- c. The convenience of ordering all project materials purchased through MyHome, including arranging delivery to the appropriate location, acceptance, confirmation and managing any returns of incorrect or damaged goods.
- d. Professional project management from beginning through completion, including supervising all trade professionals, quality control, scheduling deliveries of materials purchased through MyHome and handling any unexpected issues or delays. The Project Manager (PM) will always be available by phone or email.
- e. Communicating with you by the method and with the frequency that best suits you.
- f. Office support - 7 days a week to meet your needs.
- g. Access to MyHome chief executives, co-founders, and owners who are always available and knowledgeable about all current projects through weekly updates.
- h. A vast selection of products from all over the world. As the only BKBG (Bath and Kitchen Buying Group) member in New York, My Home maintains a solid relationship with each and every supplier.
- i. The experience gained from MyHome successfully completing over 1100 projects and our relationships with trade associations such as NKBA, NWFA, NARI, PDCA, DBIA, ASID, and AIA.
- j. An unprecedented 5 year warranty on all installation and manufacturers' warranty of up to 25 years on all products.
- k. A customized clean-up at the end of your project. Our professional cleaning crew will clean the work area and limited surrounding areas.
- l. The dedication and commitment to MyHome's mission: "To provide the best design and remodeling service possible" to make your dream a reality.

Very truly yours,

LIOR NOY
Remodeling Consultant
On behalf of MyHome

Renovation By MyHome, Inc. ("MyHome" or "Contractor") is a remodeling firm that performs design, remodeling, and construction services. Michael Mackay ("Client") wishes to have MyHome perform remodeling services at the project location stated above (the "Project"). Any finishing materials such as cabinetry, tiles, fixtures, etc., required for the Project can be purchased by Client separately. If purchased from MyHome, such materials will be fully itemized under a separate agreement. Accordingly, the Parties agree to enter into this Renovation Agreement subject to the following terms and conditions:

SECTION I.

MyHome Will Provide and Guarantee the Following Services:

- 1) **All construction work and rough materials for second floor addition according to preliminary plans dated 9/22-07 and finalized by plans approved by the Village of Pelham**
- 2) **All electric work and rough materials are included**
- 3) **All plumbing and heating work and rough materials are included**
- 4) **Floors will be finished with 3/4" plywood (to be carpeted by client)**
- 5) **Floor and case molding are included (labor and material)**
- 6) **Small bedroom closet doors will be pre-hang hollow core masonite. Allowance for three bedroom doors and two master bedroom closet doors is \$550**
- 7) **Allowance for windows, French doors and half round windows is \$5,000**
- 8) **Stucco siding for the new addition include scratch and two coats of stucco**
- 9) **Roof will be finished with Architect grade 50 years shingles**
- 10) **Painting new addition is included, painting existing space will be additional cost of \$4,500**

SECTION II.

Client Investment:

Total investment \$185,000

Schedule of Payments: Payments shall be made in accordance with the following payment schedule. Payments not received in full by the dates defined herein shall accrue interest liability in the amount of 10% per annum and/or at the election of MyHome shall result in the immediate cessation of all work on the project, release MyHome from any liability related to such cessation and terminate any and all obligations to complete said Project in accordance with any time table described above.

Payment Amount	Date Due	Date & Amount Received	Total Amount Yet Owed
10% \$18,500.00	Upon signing		\$
25% \$46,250.00	Day Project begins	7/16/08	\$
25% \$46,250.00	Completion of rough-ins (doors, windows, electric and plumbing)		\$
25% \$46,250.00	House is weather tight (client have the ability to move in)		\$
10% \$18,500.00	Upon substantial completion		\$
5% \$9,250.00	Upon completion		\$

As an incentive to MyHome to expedite completion of the project, Client agrees to pay a \$5,000 (five thousand dollars) cash bonus if the Project completion date (defined as the date final payment of 5% is made) occurs within 4 (four) months of the Day Project begins date (defined as the date the first 25% payment is made)."

SECTION III.**Additional Terms of Payment:**

- A) Prices include all advertised discounts.
- B) Checks or money orders should be made payable to: **MyHome Westchester, Inc.**
- C) Prices do not include the cost of finishing materials such as cabinetry, fixtures, paint, *etc.* Finishing materials can be purchased by Client on their own or through MyHome. Finishing materials purchased through MyHome will be itemized and subject to a separate agreement that must be paid in full prior to placing any orders. Standard shipping and delivery charges will apply.
- D) Prices exclude the cost of all permits and fees, including but not limited to construction permits, plumbing permits, electrical permits, architectural fees made necessary to secure permits or as required by the building management agent.
- E) Design services are included in the prices quoted above. No refunds, discounts, setoffs or credits will be allowed if MyHome's designs are not used.
- F) Substantial completion is achieved when Client has beneficial use of the project. Contractor has substantially completed the Project at that point in time when Client can take advantage of the Project for the purpose intended by Client.
- G) There are no warranties, express or implied, except for those specifically provided in this agreement.

SECTION IV.**Notice of Cancellation:****NOTICE TO CONSUMER**

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

**MyHome
74 South Moger Avenue
Mt. Kisco, NY 10549
914-244-9099**

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds will be made within 30 days of receipt of the cancellation notice.

SECTION V.

Liquidated Damages:

Notwithstanding any provision to the contrary, the parties agree that any and all deposits placed by Client with MyHome in order to secure the obligations herein shall be deemed equal to the amount due as liquidated damages should Client cancel this agreement beyond the time permitted by law as stated in Section IV above. Accordingly, such deposits are nonrefundable for any and all other reasons. The parties further agree that such deposits are rationally related to MyHome's anticipated lost profits as foreseeable at the time of entering this agreement and as such are not intended as a penalty of any kind.

SECTION VI.

Indemnification:

Client agrees to indemnify, defend and hold MyHome harmless against any and all loss or damages caused by the direction or planning of those agents or professionals not directly employed or supervised by MyHome. Such agents or professionals include, but are not limited to architects, engineers or any other contractors or subcontractors hired by Client or on Client's behalf.

MyHome recommends Client employ a professional moving service for the removal and storage of its furniture and personal possessions that will be affected by the scope of work of the Project stated in Section I above, for the duration of the Project. Should Client elect to ignore such recommendation Client hereby agrees to indemnify and hold MyHome harmless for any damage to its furniture or other personal possessions caused by the efforts of MyHome or its contractors. As such, Client hereby forfeits any right to offset any monies owed MyHome for any and all damages to its furniture and personal property.

SECTION VII.

Acceptance of Scope of Work, Alterations, Delay, Breach:

Client herein acknowledges that it has reviewed and agreed to all material elements of the scope of work of this Project set forth in Section I above. Client also agrees that any offered project start or completion date is merely an estimate and that no firm dates have been agreed to, unless otherwise noted in writing in this agreement, and as such Client agrees to indemnify and hold MyHome harmless for costs caused by any delays in the Project commencement or completion.

Any additional work not specified in the original agreement must be agreed upon in advance, in the form of a written change order, signed by both parties. Any changes or alterations to

the scope of work for the Project may result in additional costs to Client. Any additional or substitute materials/supplies required because of such changes or alterations shall be invoiced to Client along with any accompanying labor costs. Together these costs become an obligation under the terms and conditions of this agreement. If any changes or alterations result in a reduction of the scope of work of the Project, MyHome shall solely define any price reductions or offsets.

Any delays in project completion beyond the control of MyHome shall immediately terminate any obligation to complete the Project in accordance with any timeline described in this agreement. Such delays beyond the control of MyHome include but are not limited to, force majeure, worker strike, Client lock-out, building lock-out, safety impediment, non-payment by Client according to the terms set forth herein, etc.

Client warrants and represents that it shall in no way interfere with the business relationship of MyHome and any of its agents or representatives. Specifically, the parties agree that any attempt by Client to employ or render a benefit to a MyHome agent outside the scope of the payment terms and methods of this agreement shall be deemed tortious interference and a breach of this agreement.

SECTION VIII.

Final Payment and Penalty for Return Checks:

Client shall follow the schedule of payments set forth in Section II. Client must immediately pay the final balance upon receipt of a final bill from MyHome, which shall be provided upon completion of the Project. If full payment is not received within two weeks of receipt of the final bill, Client will be assessed a 10% interest penalty and will be liable for any related collection costs, including but not limited to all court costs and attorneys fees. Additionally, all obligations, including any warranties, owed by MyHome shall cease until final payment is received in full. Should Client request any additional work such as touch ups or alterations after receiving the final bill, MyHome may agree to do so only after receipt of the final balance. In no event shall Client be entitled to any unilateral set-offs against the balance owed.

Client shall be assessed a \$200.⁰⁰ fee for any check returned due to insufficient funds or due to "stop payment". If there are any cases of checks returned MyHome will from that point forward, only accept payment for goods or services in the form of certified check, money order, or cash.

SECTION IX.

Additional Terms, Provisions and Conditions:

- A) Any contractor, subcontractor or materialman who provides home improvement goods or services pursuant to this agreement and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under this agreement prior to filing a mechanic's lien may invalidate such lien. Owner may contact an attorney to determine your rights to discharge a mechanic's lien.

- B) All work done by MyHome will be performed by home improvement contractors licensed by the Westchester Department of Consumer Protection or other appropriate licensing authority.
- C) MyHome will comply with all applicable laws, regulations, and codes, including but not limited to, the filing of architectural plans with the applicable authorities and procuring permits if required to do so.
- D) MyHome agrees to assist Client in procuring any required permits in accordance with local laws. The costs for any such permits will be the sole obligation of Client.
- E) MyHome agrees to furnish the Client with a "Certificate of Workers' Compensation Insurance" prior to commencement of work pursuant to the agreement.
- F) The terms of this original agreement shall be incorporated into any subsequent agreements between the parties.
- G) Whenever the text hereof requires, the use of a singular number shall include the appropriate plural number as the text of this agreement may require.
- H) MyHome's labor is covered by a 5 year warranty. A Warranty Certificate will be provided to Client after the final payment is received, pursuant to the terms of this agreement.
- I) If this agreement is financed through a loan or extension of credit in which MyHome has acted directly or indirectly as an agent for Client, then MyHome shall provide Client with a Consumer Bill of Rights and Payment Disclosure form, to be acknowledged by Client.

SECTION X.

Severability

If any provision, section or clause of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions, sections or clauses hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

SECTION XI.

Acceptance of Agreement:

The parties acknowledge and agree that the foregoing represents all of the promises, terms and conditions agreed to by the parties and that no other promises, terms and conditions, whether written or verbal, exist. MyHome is authorized to do the work as specified. Client is legally competent to enter this agreement. This agreement must be fully executed within 30 days. If decision is reached after 30 days, MyHome reserves the right to reevaluate the project. A copy of this agreement will be furnished to Client upon signing.

Client:

Client's Signature: Michael Mackay Date: 4-8-08
Print name: MICHAEL MACKAY



Client's Signature: Meggon Mackay Date: April 8, 2008
Print name: Meggon Mackay

On behalf of MyHome:

Consultant Signature: _____ Date: _____
Print name: _____