Addendum to

“Original Agreement” of \_\_\_\_\_\_/2022

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor")

and

Michael and Patti Cheikin (“Owners”)

34820 Capstan Lane, Lewes DE 19958

(610) 639-6034,5; cheikinm@msn.com, patti.cheikin@gmail.com,

Date: May \_\_ 2022

This Addendum is incorporated into the Agreement of \_\_\_\_\_\_\_\_\_ as referenced above. The terms of this Addendum will prevail over any similar terms in the Original Agreement.

1. Hanging of barn doors on the "middle room" side and by the laundry room. Owners to supply kit and doors; balance of materials and labor included in this proposal.

1. Dimmers must be of Decora or Leviton brand, two-entrance (three-way) lighted dimmer on all switching for middle room, laundry, kitchen, family room, nook. Layout will be reviewed with electrician in advance.
2. Start Date. Contractor will not begin the job (“Start Date”) until sufficient quantities of materials and labor are available, in Contractor’s sole opinion, to complete the job within three calendar months. The Start Date will be no later than \_\_\_\_\_\_\_\_\_ 2022. Contractor will give the Owners one week notice before starting work. If the job is not started by \_\_\_\_\_\_\_\_\_\_\_ 2022, all deposits provided will be returned in full within 14 calendar days. The start date can be extended by mutual written consent within 30 days of the execution of this contract in the event of unavailability of required or chosen materials.
3. End Date. The job will be completed no later than two calendar months (e.g. July 15, 2022 for a Start Date of May 15, 2022). If the job is not completed by the End Date, 1% will be deducted from the total value of the job for each day that the job is not completed. This provision will not apply to any reasonable final “punch list” items that may require additional time to complete. However, final payment will not be made until all punch list items are approved by the Owners, such approval to be reasonably provided.
4. Agents and Sub-Contractors of Contractor. All workers involved in the job, regardless of source, will be properly licensed, insured and will have criminal background checks. Contractor will provide the name and phone of all sub-contractors and guarantees that the license and insurance of all subcontractors will be current and applicable to this project.
5. Information and representations. Contractor warrants that all information provided, including but not limited to license and insurance certificates are current, and that there are no current actions against the license or claims against the Contractor or sub-contractors. Contractor agrees to be personally liable for any errors, misrepresentations or relevant omissions regarding their legal and insurance status.
6. Legal Costs. In the event of any legal action, the parties agree that the prevailing party will be entitled to legal and related costs involved in taking such action.

8. Communication.

Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

edits

1. “Inspection” of Existing Conditions. Upon both parties signing these documents, Contractor will schedule an Inspection of existing conditions. Specifications and Allowances on the Original Contract will be finalized at that time. If the cost of the project exceeds that on the Original Agreement, Owners may elect to add this sum to the final payment or to cancel the project with all deposit monies refunded in full within 14 days. Allowances are based on prevailing contractor prices.