

# ERIC ARONSON

Builder....Subcontractor....Carpenter....Craftsman

Project address:  
Corner of Allen road and Preston road  
Howell, Michigan 48855

08/07/2023

This Agreement (Agreement) is entered into between, Eric Aronson, of 10330 North Antcliff Road Fowlerville, Michigan (Builder), and **Cohoctah Township**, of **10518 North Antcliff Road**, Fowlerville, Michigan (Client), on the terms and conditions set forth below.

Builder hereby proposes to provide all materials and labor necessary for the structural ceiling work to be done for Client on the **pavilion** at **Cohoctah township park**, Howell, Michigan.

**The pavilion structural ceiling work will include the following:**

- Installing 2" x 10" x 24' ceiling joists to meet michigan building code
- Installing 2" x 4" structural bracing to meet michigan building code
- Installing 2" blocking above load bearing header for wildlife exclusion
- Installing 2" x 4" blocking to accommodate future finish ceiling
- Cleaning up the work area and keeping it free of debris on a daily basis
- Running a magnet around the perimeter and interior of pavilion
- cleaning up and hauling away all construction debris after job is completed
- Disposing of all debris in an approved landfill or recycling center

***Please note:***

***~No painting or staining included in this quote***

***~All dimensions are nominal***



**3-Day Right to Cancel:**

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. YOU MAY COMMUNICATE ANY CANCELLATION BY TELEPHONE OR MAIL TO ERIC ARONSON AT THE ABOVE LISTED ADDRESS AND TELEPHONE NUMBER.

**PLEASE INITIAL HERE \_\_\_\_\_ TO ACKNOWLEDGE YOU WERE INFORMED OF YOUR 3 DAY RIGHT TO CANCEL THIS TRANSACTION.**

**Please Note the Following:**

**Construction Schedule:** Builder to perform work as quickly, professionally and safely as possible. Following the commencement of the project, Builder agrees to pursue completion of the project with due diligence. The date on which construction may commence may be reasonably advanced or delayed due to scheduling by Builder. Builder shall not be liable for any delay or failure to perform all or any part of this agreement; or any damage, loss, cost, or expense that results from a delay, failure, damage, loss cost, or expense that is the proximate result of any fire, flood, act of God, revolution, riot, civil disorder, vandalism, act of enemies, terrorism, pandemic or labor dispute, including disputes among or between unions or any sovereign nation or political subdivision, including all agencies, bureaus, departments, and representatives; acts or omissions of Client; or any other cause not within Builder's control, whether or not the cause is enumerated above.

**Copyright of plans:** All copyright to the design drawings and Plans and Specifications prepared by Builder vest in Builder. If any copyright rights for the design drawings and Plans and Specifications are construed to vest in Client in accordance with U.S. copyright laws, Client assigns all of its copyright rights for the design drawings and Plans and Specifications prepared by or for Builder to Builder for the project and agrees, on request, to sign any documents necessary to perfect the assignment.

Any exterior or interior **wall fixtures** (frames, TV's, lights, shelves, etc.) hanging on the walls close to or in the pathway of the work area need to be removed while work is in process. Clients should remove all loose items from walls and shelves, such as pictures, plates, figurines, etc. The constant hammering may cause enough vibration to shake these items from walls/shelves and may cause stress cracks in the drywall and/or plaster. Construction traffic over **landscaping and floor** may cause wear. Builders will not be liable for any damage to personal property or interior walls caused by necessary stresses of the construction process.

Clients should remove all items from around the work area or in the pathway/driveway of the work area, such as furniture, potted plants, décor, vehicles etc. Builders will not be liable for any damage to personal property not removed by Client prior to the start of work. Any locked gates should be unlocked by Client. Installers must have clear **access around** the work area.

*Material and dumpster deliveries. Deliveries are made directly from the supplier. Clients must notify us immediately if the color is not what was specified. We will need access to the driveway of the property to load materials and to clean the work area. We advise clients to keep the driveway clear of vehicles. If the structural integrity of the driveway is in question, let Builder know before work starts. Materials can be hand delivered for an additional labor cost. The client agrees to hold Eric Aronson, harmless against claims of property damage, damage to the driveway, entryway, or other access servicing the Client property that arises from delivering materials/supplies and dumpsters.*

*Builder will make every effort to remove and/or secure all **equipment and debris** from the worksite each day and on completion of the job. Until the job is complete, Client is warned that the entire worksite may be hazardous or unsafe for Client, Family, Guests, and Invitees. Builder will not be liable for any personal injuries arising from entry onto the worksite.*

***Late Payments and Fees:** A one and a half percent (1.5%) per month finance charge will be assessed for all accounts not paid within 30(days) from the invoice. A fee of \$25.00 will be charged for any dishonored checks, EFTs, or Credit Cards. If collection action is needed, Client agrees to pay Contractor for any costs or fees, including reasonable attorney fees, related to such collection efforts.*

***Arbitration.** Any dispute between Builder and Client regarding this Agreement, including its interpretation or the adequacy of any performance under it, shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator regarding any dispute shall be final and binding on the parties and enforceable in any court of appropriate jurisdiction. The expenses of the arbitrator, if any, shall be shared equally by the parties.*

***Jurisdiction and venue.** This Agreement shall be governed and controlled in all respects by the laws of the state of Michigan, including for interpretation, enforceability, validity, and construction, without regard to its conflicts of laws principles. Litigation of any disputes arising out of or relating to this Agreement shall be conducted solely and exclusively in Livingston County, and the parties consent to this jurisdiction and venue.*

***Severability.** If any term, covenant, or condition of the Agreement or the application of any term, covenant, or condition of this Agreement to any party or circumstance is, to any extent, invalid, or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.*

***Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter. All prior and contemporaneous negotiations are merged into the terms of the Agreement. his Agreement may be modified only by a written document signed by the parties to this Agreement.*

***Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, or assigns.*

***Acceptance and signing.** Concurrently with the signing of this Agreement, Client acknowledges receipt of a copy of this Agreement signed by Builder.*

***Contractor's licenses.** All contractors performing construction work on the project shall be licensed as required by state law. Copies of the licenses will be provided to Clients on request. A residential Builder or residential maintenance and alteration contractor is required to be licensed under MCL 339.2401–.2412. An electrician is required to be licensed under MCL 338.881–.892. A plumber is to be licensed under MCL 338.3525. Builder is properly licensed in the state of Michigan as a **Residential Builder Company**, whose license number is 2101168036*

**Client Awareness:**

*In the effort of attempting to give the best value to our customers here are some items that may cause additional cost and significant delays in your project:*

- 1. Clients should ensure that **electrical power** is provided to the work area. Electrical, telephone, security and air conditioning lines should not be run directly beneath the roof deck.*
- 2. Clients must be prepared for **noise**. Removing, installing, and moderate music noise should be expected.*

3. Discovery of **unforeseen damage (Example: rot behind walls), obstacles (Example: existing flooring that cannot be removed without damaging subfloor) and code upgrades enforced** by building inspectors, may result in additional time and cost to complete the project.
4. Materials and dumpster is delivered directly from the supplier. Clients must notify us immediately if the color is not what was specified. We will need access to the driveway of the property to load materials and to clean the work area. We advise clients to keep the **driveway clear of vehicles**. If the structural integrity of the driveway is in question, let Builder know before work starts. Materials can be hand delivered for an additional labor cost.
5. Ordered materials/items may arrive broken, of unacceptable quality, without all necessary accessories, or require additional assembly and therefore cause delays or a halt in the work process.
6. Client understands and agrees that the trees, bushes, vegetation, or other natural growth may be destroyed, removed, or cut in the course of construction and that any remaining after construction is completed may have been damaged during construction.
7. Despite our best effort to discover and document all **areas of concern**, additional issues that should be addressed may be revealed during the work process in addition to the original scope.
8. **Design Services** are available upon request and subject to availability.
9. Architectural or **Engineering** services may be required for permitting and other approved procs

#### **Workmanship Warranty Information**

1. Eric Aronson guarantees all workmanship for **5 years** from the time of completion. All work will be fully insured with \$1,000,000.00 Liability insurance
2. "Right to Cure": Eric Aronson promises to provide the highest quality of services, if for any reason you are unhappy with our work, please contact Eric Aronson **immediately** to have the issue resolved.
3. 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 proposal. All agreements are contingent upon strike, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance on above work. General Liability to be carried by Eric Aronson with the David Chapman Agency 517-321-4600
4. Eric Aronson will honor the workmanship warranty only on work that was done **negligently**.
5. Should a workmanship issue arise, Eric Aronson, has the **right to cure** any issue. The amount to correct an issue shall not exceed the contract price.
6. Eric Aronson, is not responsible for **manufacturers' warranties**.
7. To obtain the warranty, Owner must call Eric Aronson, and send a written complaint. Eric Aronson has 15 days to respond to the claim and up to 60 days to begin the repair or to make a temporary repair and set a date when repairs can reasonably and safely begin.
8. **Limitation of Warranty:** All warranties for workmanship are void if the Owner, or an agent, employee, or independent contractor of the Owner, make any substantial or material changes or modifications to the work done by Eric Aronson, ; including but not limited to adding weight or load bearing stress to the work, or removing or altering the substructure supporting the work that was completed. Furthermore, the following will void the workmanship warranty: Owner attempting to complete a repair himself or hiring someone else to complete a repair without first contacting Eric Aronson; Owner or an agent of the Owner performing an act that disrupts the substructure of the work that Eric Aronson has completed. Eric Aronson MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AND ALL IMPLIED WARRANTIES OF ANY KIND, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABINATION, OR OTHERWISE ARE EXPRESSLY DISCLAIMED BY BUILDER AND EXCLUDED FROM THIS AGREEMENT.

9. *Exclusions to the warranty include acts of God, certain severe weather; ice dams and any other unforeseen event or vandalism.*