Comprehensive Contract and Agreement of Payment

Form/Document #301-___ v1.6

This Comprehensive Contract and Agreement of Payment ("Agreement") is hereby made and entered into on (Date) (MM/DD/YYYY) ____/_____/_____ by and between (Name)_____, located at (Address)_____ _____, hereinafter referred to as the "Contractor," and (Client name)_____, located at (Address)_____ _____, hereinafter referred to as the "Client," collectively referred to as the "Parties."

I. Applicable Laws, Etc.

I. 1 This document to be provided in accordance with the Illinois Home Repair and Remodeling Act §15, (815 ILCS 513/15) if Total Payment (see subsection 2.1) exceeds $1,000. Additional documents may be required, see Footer 1.

I. 2 §8 of this document*, is to be explained clearly and concisely by Contractor to Client per 815 ILCS 513/15.1(a) and may be voided ONLY if SPECIFICALLY requested by Client, per §15.1(b) of said law.

I. 3 In the event that this contract falls under the definition in 815 ILCS 513/18(e), the following clause may be necessary:

You (Client) may cancel this contract at any time before midnight on the earlier of the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy or the thirtieth business day after your insurer has received properly executed proof(s) of loss from you.

The preceding clause is to be formatted with 10pt boldface font. If the aforementioned definition is not applicable, this clause shall be struck through with an ink pen or permanent marker, and shall be null and void. Contractor is to specify to Client whether the clause is applicable or not.

I. 4 If the preceding clause is NOT annulled, a cancellation form, Document/Form #307-___ is to be printed and filled out by Contractor. It is to be provided, physically affixed to this contract in a method that is easy to remove, such as a single staple, one or multiple paper clips, etc. It is to be clearly and concisely explained to the Client.

I. 5 If Contractor is to climb on the roof or inspect for exterior damage, he/she is to ask for express verbal or written consent from Client.

I. 6 Client is to be provided with a pamphlet titled “Home Repair: Know Your Consumer Rights” (Document/Form #308). If the Total Payment (see §2.1) exceeds $1,000, it is required to be signed by both the Client and the Contractor. If not, it must be left with Client, but it is not necessary to sign.

I. 7 An American Citizen over the age of 64 years and 364 days may terminate this contract within 15 business days from the date of signing, if this contract was signed at the home of Client, and if Contractor was originally an uninvited solicitor. If any work has been completed, Client may be liable for any materials purchased, or any labor performed.
I.8 If this Agreement is signed at Client's residence or anywhere other than Contractor's regular place of business, and the Total Payment exceeds $25, Client has the right to cancel this Agreement within three (3) business days of signing, without penalty or obligation, pursuant to the Federal Trade Commission's Cooling-Off Rule (16 CFR Part 429) and the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2B). To cancel, Client must deliver written notice of cancellation to Contractor at the address listed above before midnight of the third business day after signing. Contractor shall provide Client with two copies of a Notice of Cancellation form (Document/Form #309-_) at the time of signing, or upon request.
I.9 Pursuant to the Illinois Mechanics Lien Act (770 ILCS 60), Contractor and any subcontractors or material suppliers may have the right to file a lien against Client's property for unpaid labor or materials. Client is encouraged to request lien waivers upon making payments.

1. Scope of Work:

1.1 The Contractor agrees to provide a comprehensive range of services as detailed in the attached project bid or proposal ("Scope of Work"). These services may include, but are not limited to:

- Construction, renovation, or remodeling of residential or commercial properties.
- Electrical work, including installation, repair, and maintenance of wiring, fixtures, and appliances.
- Plumbing services, encompassing installation, repair, and maintenance of plumbing systems, fixtures, and appliances.
- HVAC (Heating, Ventilation, and Air Conditioning) services, including installation, repair, and maintenance of heating and cooling systems.
- Painting, flooring, and other finishing work.
- Landscaping and outdoor construction projects.

Any additional tasks necessary for the completion of the project as agreed upon by both Parties.
or

- Recurring property maintenance services
- Short-term rental property management
- Emergency response for food, retail, and medical facilities and buildings on a recurring or one-time contract

1.2 The Scope of Work (Document #302-___) further includes the provision of all necessary materials, equipment, and labor required to complete the services in accordance with industry standards and best practices. Additionally, the Contractor shall obtain any required permits or licenses necessary for the lawful execution of the Work. All materials used shall be of good quality and suitable for their intended purpose, and the Contractor shall ensure that the Work is performed in a professional and workmanlike manner.

2. Payment Terms:

2.1 The Client agrees to pay the Contractor the total sum of $_____ ("Total Payment") in accordance with the attached Payment Schedule (Document #300-_) and the terms of this Agreement.
2.2 The Total Payment shall cover all costs associated with the Work, including labor, materials, equipment, permits, and any applicable taxes.
2.3 Payment shall be made in United States Dollars (USD, $), or to the Contractor's designated account as follows:

- Cash payment or Check
- ACH, bank transfer, or credit card
- Additional methods may be specified in the Payment Schedule. (Document #300-___)
- See the attached Payment Schedule for additional terms. (Document #300-___)

2.4 In the event that Client is a contractor or project organizer rather than a home or business owner, and Contractor is acting as a subcontractor, a Pay-When-Paid clause MUST be included in any contracts or payment agreements. In the event that it is omitted in one or more documents, this contract takes the place of said clause, and acts as if the clause exists in said documents. (For information regarding Pay-If-Paid clauses, please see §2.5.)
2.5 If a Pay-If-Paid clause exists in any document or agreement between Client and Contractor in any way, shape, or form, said clause is hereby completely annulled and voided with NO exceptions. If any document between Client or Contractor is created, signed, or put into effect after the date of signing of this document, and it includes a Pay-If-Paid clause, said clause is to be null and void, and of no effect, with NO exceptions.

3. Payment Schedule:

3.1 The Client shall adhere to the payment schedule as outlined in the attached Payment Schedule document (Document #300-___), which details the specific milestones and due dates for each installment.
3.2 Any payment not made by the due date shall accrue a late fee of 1.5% per month (18% per annum) on the overdue balance, calculated as simple interest from the due date until paid. Client shall additionally pay: a $25.00 administrative fee for each payment more than five (5) days overdue, plus an additional $25.00 for each subsequent thirty (30) day period the payment remains outstanding; all costs of collection, including reasonable attorneys' fees, court costs, and mechanics lien fees; any NSF fees charged to Contractor plus a $35.00 processing fee per occurrence; and a service charge on credit card payments. Contractor reserves the right, at its sole discretion, to waive or reduce any late fees without waiving the right to enforce them on future overdue payments.
3.3 The Contractor reserves the right to withhold delivery of the Work or suspend services until all outstanding payments, including any accrued late payment fees, are received in full. Such actions shall not constitute a breach of contract by the Contractor provided that Contractor has given Client written notice of the overdue payment and a reasonable opportunity (no less than 5 business days) to cure.
3.4 Late payment fees shall accrue from the date on which the payment was originally due until the date of actual payment, and shall be added to the overdue amount.
3.5 If invoice(s) are unpaid, a lien will be filed +/- 90 days from date of invoice, whether or not a formal notice of intent to lien has been issued.

4. Delivery and Acceptance:

4.1 Upon completion of the Work, the Contractor shall notify the Client and deliver the finished project for inspection and acceptance.
4.2 The Client shall have _(by default 7)_____ days from the date of delivery to inspect the Work and notify the Contractor of any deficiencies or issues.
4.3 If no written objections are delivered to Contractor within the inspection period, the Work shall be deemed accepted, and Client shall remit final payment as outlined in §3. Failure to notify Contractor of deficiencies in writing within the inspection period constitutes acceptance and waiver of any claim relating to visible defects, but does not waive claims for latent defects or breach of warranty.

5. Change Orders:

5.1 Any changes or modifications to the Scope of Work must be agreed upon in writing by both Parties.
5.2 Changes to the Scope of Work may result in adjustments to the Total Payment and/or the project timeline.
5.3 The Contractor shall provide written documentation detailing any proposed changes, including associated costs and time impacts, for the Client's approval before proceeding.

6. Termination:

6.1 Either Party reserves the right to terminate this Agreement upon providing written notice to the other Party in the event of a material breach or default by the other Party.
6.2 In the event of termination, the terminating Party shall provide written notice stating the reasons and effective date, and retains all remedies available at law or equity, including reasonable attorneys' fees. Client shall pay Contractor for all Work performed through the termination date at contract rates, all materials ordered or delivered (whether installed or not), and all non-refundable deposits, permit fees, or restocking charges incurred. If Client is the terminating Party or termination results from Client's breach, Client shall additionally pay a Demobilization Fee equal to the greater of $_____ or ten percent (10%) of the unpaid balance, as a reasonable estimate of damages difficult to calculate. Excess prepayments shall be refunded within thirty (30) days. Obligations intended to survive - including payment, indemnification, warranty, and dispute resolution - shall remain in effect after termination.

7. Insurance and Indemnification:

7.1 The Contractor shall maintain appropriate insurance coverage, including but not limited to general liability insurance and any other insurance required by law or industry standards. Contractor carries a general liability policy with $1,000,000 per-occurrence coverage. A Certificate of Insurance may be provided to the Client upon request.

7.2 The Client, if explicitly requested, shall be named as an additional insured on the Contractor's insurance policies and shall be provided with proof of insurance upon request.

7.3a Contractor agrees to indemnify, defend, and hold harmless Client from and against any third-party claims, liabilities, damages, losses, or reasonable expenses (including attorneys' fees) to the extent caused by the negligent acts or omissions or willful misconduct of Contractor, its employees, or its subcontractors in the performance of the Work. Contractor's indemnity obligation shall not extend to claims arising from Client's own negligence, Client's instructions, pre-existing conditions of the property, or matters described in §7.3b.

7.3b The Contractor shall not be held liable for any claims, damages, losses, or expenses arising out of or in connection with the Work performed under this Agreement if such claims, damages, losses, or expenses are caused by factors beyond the Contractor's reasonable control, including but not limited to acts of God, force majeure events, actions taken by third parties, or in some cases, actions taken by the Client themselves.

8. Governing Law and Dispute Resolution:

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles, regardless of where the Work is performed.

8.2 In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through mediation facilitated by a mutually agreed-upon mediator.

8.3 If mediation is unsuccessful in resolving the dispute, the Parties agree to submit the dispute to binding arbitration in accordance with the rules of a mutually agreed-upon and recognized arbitration service, such as the American Arbitration Association (AAA) or JAMS (Judicial Arbitration and Mediation Services).

8.4 The decision made by the arbitrator(s) shall be considered final and binding upon both Parties. Any award rendered by the arbitrator(s) may be entered as a judgment in any court with jurisdiction over the matter.

8.5 The costs and expenses of mediation and arbitration, including the fees of the mediator(s) and arbitrator(s), shall be shared equally by the Parties, unless otherwise determined by the mediator(s) or arbitrator(s).

8.6 Notwithstanding anything to the contrary in this §8, nothing herein shall waive, limit, or otherwise restrict any right or remedy available to Client under the Illinois Home Repair and Remodeling Act, 815 ILCS 513 et seq., the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505 et seq., or any other non-waivable consumer protection statute. To the extent any provision of this Agreement conflicts with such statutes, the statutory rights shall control.

9. Miscellaneous:

9.1 Contractor shall exercise reasonable care to maintain a clean and orderly jobsite and to protect Client's property from damage during the performance of the Work. Contractor shall be liable for damage to Client's property caused by the negligence or willful misconduct of Contractor, its employees, or its subcontractors. Minor and unavoidable disturbances incidental to the Work - such as lawn ruts from equipment access, dust, or disruption to landscaping in the immediate work area - are inherent to the Work and shall not be considered damage, provided Contractor takes reasonable steps to minimize and remediate them.
9.2 Contractor has implied rights to reasonable use of Client's utilities and facilities - including but not limited to water, electricity, garbage, and bathroom access - for the duration of the project, at no charge. Such use shall be considered a cost of the project.
9.3 Contractor shall have unrestricted physical access to all areas and rooms of the property reasonably necessary to perform the Work, during agreed-upon working hours. Client shall ensure such areas are accessible, reasonably cleared of personal property, and free of hazards. Any delay, additional labor, or rescheduling caused by Client's failure to provide access shall be billable to Client at Contractor's standard hourly rate, and may extend the project timeline accordingly.
9.4 Contractor reserves the right, in its sole discretion, to decline or terminate service to any prospective or existing Client for any lawful business reason, including but not limited to: concerns about payment history or creditworthiness, prior disputes, unsafe or hazardous site conditions, unrealistic project expectations, scope or scheduling conflicts, suspected fraudulent intent, or any other factor Contractor reasonably believes may compromise the successful completion of the Work or the safety of Contractor, their company, or their employee. Contractor does not discriminate on the basis of any class protected under federal, state, or local law.
9.5 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving the Parties' original intent.
9.6 Neither Party may assign this Agreement without the prior written consent of the other Party, except that Contractor may assign or subcontract portions of the Work to qualified subcontractors in the ordinary course of business. Contractor remains responsible for Work performed by its subcontractors.
9.7 Client grants Contractor a non-exclusive, royalty-free right to photograph and videograph the completed Work for use in Contractor's portfolio, website, social media, and marketing materials. No identifying information about Client or the property address shall be disclosed without Client's written consent.
9.8 Contractor warrants that all Work shall be performed in a workmanlike manner, free from material defects in workmanship, for one (1) year from the date of substantial completion. Materials are warranted only to the extent of the manufacturer's pass-through warranty. This warranty excludes damage from misuse, neglect, normal wear and tear, alterations by others, or causes beyond Contractor's reasonable control. Client must notify Contractor in writing of any claim within the warranty period and allow a reasonable opportunity to inspect and remedy before engaging another party. Contractor may, at its sole discretion, issue a separate written warranty for specific projects or components; any such separate warranty shall supersede this §9.8 to the extent of any conflict.
9.9 In the event incidental health or bodily damages are caused to an employee or patron of Client during or shortly following a project, due to: lack of surface sanitization, incidental chemical contamination, harmful dust exposure, bodily injury due to non-standard site conditions (i.e. ongoing projects, wet/slippery floors, etc), etc., Contractor shall not be held liable. It is Client’s responsibility to ensure safe site conditions while the business or property is open or operating.
9.10 If Client requires a formal Fall Protection plan, Contractor is to provide them with a copy of the document.
9.11 Each Employee must be trained and certified for fall safety by a qualified employee, I.E. a location representative/manager
9.12 If any electrical work is performed that unveils underlying wiring/electrical issues, I.E. replacing standard outlet with GFCI, uncovering burnt, broken, or old wires, re-wiring a 3-way switch, attaching a ground wire to a fixture, replacing an incandescent bulb with an LED, etc, Contractor should not be liable for the underlying issue.

We may simply install the new fixtures and bill the full amount, quote a repair of the issue, or hire a subcontractor and bill the cost to the Client.

NOTE: Signature block continued on the following page.

10. Entire Agreement:

10.1 This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter herein and supersedes all prior agreements, negotiations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

"Contractor" printed name	"Client" printed name
_____	_____
"Contractor" authorized signature	"Client" authorized signature
_____	_____

Footer 1: Additional documents may be required (Circle any documents relevant to this Contract):
Scope of Work, Project Bid or Proposal, Payment Schedule, Change Order Form, Insurance Certificates, Warranty Agreement, Permits or Licenses, Certificate of Completion, Subcontractor Agreements, Pamphlet Explaining Consumer's Rights, Cancellation Form, Fall Protection Plan, or other documents specified in the Footer.

Footer 2/Additional Notes: