**COST PLUS AGREEMENT - Renovation**

THIS Contract for the Renovation of a Home (the “Contract”) is made this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_ and is between:

THE HOME OWNER and THE RENOVATOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **RENOVATOR NAME**

(Name – Home Owner # 1) (Name)

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

(Name – Home Owner # 2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **RENOVATOR ADDRESS**

(Address) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Calgary Alberta POSTAL**

 (City) (Province) (Postal Code) (City) (Province) (Postal Code)

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

Cell No. - Home Owner # 1

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

Telephone Cell No. – Home Owner # 2 (Telephone) (Cell No.)

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

Email – Home Owner # 1 (Email)

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

Email – Home Owner # 2 (GST Registration No.)

WHEREAS the Home Owner desires to have a renovation completed on their personal residential dwelling (the "Residence"), and wishes to engage the Renovator to act as Renovator for the Home Owner to manage the renovation of the Residence to be performed by independent contractors, Sub-Contractors, trades and suppliers (hereinafter called "Sub-Contractors");

AND WHEREAS the parties wish to enter into this Agreement for the purpose of setting forth their mutual understanding with respect to the duties, obligations and liabilities of the Home Owner and the Renovator;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. **DEFINITIONS**

In this Renovation Agreement,

**"Renovator"** means RENOVATOR NAME., acting in the capacity of duly authorized Renovator of the Home Owner, with authority on behalf of the Home Owner to manage the renovation of the Residence, including the contracting and supervision of Sub­ contractors;

**"Renovator's Fee"** means compensation to be paid to the Renovator as compensation for its service.

**"Agreement"** means this Cost-Plus Agreement and Schedules "A", "B", "C”, and “D” attached hereto.

**"Renovation Schedule"** means the timeline for renovation prepared by the Renovator;

**"Contingency Costs"** are unforeseen incidental costs arising from circumstances beyond the control of either the Renovator or the Home Owner, including but not limited to: compliance with developer architectural control guidelines, costs associated with unusual soil conditions, remediation and Project Budget Variances. The Owner is responsible for all Contingency Costs. Contingency Costs are subject to Renovator’s Fees;

**“Cost of Renovation”** The terms “Cost” or “Costs” mean costs or expenses actually and reasonably incurred by Renovator or for which Renovator actually and reasonably becomes obligated to pay in connection with the renovation or design of the Residence, including, for example, the following:

1. Costs of all materials and supplies incorporated into the Residence.
2. Wages and benefits paid for labor in the direct employ of the Renovator or under a salary or wage schedule as agreed upon by the Home Owner and Renovator. Salaries, wages and benefits of the Renovator's office personnel engaged in a technical capacity, for the time spent in the performance of the Renovation as agreed upon by the Home Owner and Renovator.

|  |  |
| --- | --- |
| **Personnel** | **Rate**  |
| Journeyman Carpenter | $50.00/Hr |
| Labourer | $35.00/Hr |

1. Payments to subcontractors for work relating to the Residence;
2. Fees and expenses incurred for architectural, engineering and consulting services relating to the renovation or design of the Residence;
3. Costs, including transportation and maintenance, of equipment and hand tools not owned by workmen employed by Contractor which are employed or consumed in the renovation of the Residence;
4. Payments for rental charges for machinery, equipment, facilities and tools used in connection with renovation of the Residence, and payments for installations, repairs, replacements, dismantling, removal, lubrication, transportation and delivery of those rental items
5. Other transportation costs incurred in connection with the renovation of the Residence;
6. That portion attributable to this Agreement of premiums for insurance that is required by Agreement or by law to be obtained or maintained by Renovator;
7. Permit fees, licenses or tests that the Renovator is required to obtain or reasonably obtains to design or construct the Residence;
8. Costs of corrective work on the Residence to the extent not caused by the Renovator or those for whom the Renovator is responsible;
9. Costs of long-distance telephone calls, telephone service at the site and postage relating to work on the Residence;
10. Costs of removal of debris from the Residence or Land;
11. Costs associated with any Change Order or change as to which the Renovator is entitled to payment hereunder;
12. Legal Costs reasonably incurred in connection with the prosecution of the work required by this Agreement;
13. Costs incurred due to emergencies affecting the safety of persons or property;
14. Costs incurred in connection with selections permitted under this Agreement; and,
15. Losses and expenses, not compensated by insurance, sustained by Renovator in connection with the work under this Agreement, provided they resulted from causes other than the fault or neglect of Renovator.
16. Fees associated with Course of Construction insurance obtained by the Renovator during the course of renovation.
17. **"Scope of Work"** means, collectively, the Renovators Standard Scope of Work attached as Schedule "A", and any amendments or customization of the Renovator’s Standard Scope of Work either supported by the Drawings or required by the Owner;
18. **"Project Budget"** means the budget attached as Schedule "B" for the Cost of Renovation based on the estimated Hard and Soft costs prepared and compiled by the Renovator;
19. **“Trade Schedule”** means the schedule of work attached as Schedule “C” prepared and compiled by the Renovator;
20. **"Drawings"** means the Working Drawings supplied by either the Owner or the Renovator, required for the renovation of the Residence, and includes relevant engineering drawings, municipal approvals, and architectural approvals, stamped by the architect or designer as being "Issued For Renovation & Dated"; attached as “Schedule D”;

**"Extra Costs"** means those costs arising from changes in the Drawings attached as Schedule "D", unforeseen incidental costs and amendments to Renovator's Standard Scope of Work, attached as Schedule "A".

**"Monthly Draw Request Form"** means the form prepared by the Renovator for payment by the Home Owner of the Cost of Renovation on a monthly basis;

**“Turnover Date”** refers to the final date of which the Renovation is complete all payments become due;

**"Project Budget Variance"** means the difference in the Cost of Renovation as shown on the Project Budget and the actual Cost of Renovation;

**"Seasonal Work"** means those items of exterior work that cannot be completed right away on account of climatic conditions;

**“Selections”** means those items that are personally chosen by the Owner during the course of the renovation that include but are not limited to appliances, fixtures, cabinetry, counter tops, tile, flooring, etc.

**“Soft Costs”** are those variable costs associated with the renovation that include but are not limited to legal costs, insurance costs, haul & fill;

**"Substantial Completion"** In this Agreement, Substantial Completion means that the renovation is completed to 95% of scope of work and the Owner is able to live in the home with working plumbing & electricity;

**“Total Price”** is the total of all costs including upgrades, changes, warranty, contingency and Renovator’s fee and GST;

**“Warranty Costs”** are included in the Renovator’s fee and include those costs initially estimated as a percentage of Hard Costs for the cost of warranty work for deficiencies not covered by trade warranties. At the end of one year from date of possession, warranty items will be addressed by the Renovator and any workmanship not covered by the individual trade warranties will be covered by the Renovator at that time. Any Warranty Costs after the one-year walkthrough will be the responsibility of the Home Owner.

1. **PROJECT BUDGET**
2. Notwithstanding the Home Owners acceptance of the Project Budget, the Home Owner acknowledges and agrees that the Project Budget was compiled by the Renovator on a "best efforts" basis based upon the Drawings, the Renovators Standard Scope of Work, and Amendments to the Renovators Standard Scope of Work and that the Renovator in no way guarantees the Costs of Renovation as specified on the Project Budget.
3. The Renovator and the Home Owner agree that the Project Budget may be subject to changes required by extraordinary items which can only be evidenced upon demolition of certain areas of the home. The Renovator and the Home Owner agree that the cost of any additional work as a result of extraordinary items will be in addition to those costs shown in the Project Budget.
4. **CHANGE ORDER, EXTRA COSTS, DELETIONS OR SUBSTITUTIONS.**
5. Any additions, removals, corrections, variations, substitutions or price changes to the Renovation shall only be done by written change order(s) signed by the Renovator and the Home Owner and shall be part of the Total Price. If payment (including GST) for the changes is not received within the specified time, the Renovator at its option, may complete renovation according to the original terms of this Contract, and shall be at liberty to disregard the change orders. The Home Owner understands and acknowledges that the Renovator shall use best efforts to complete any Change Orders requests. Change Orders are issued for:
	1. any changes to the Renovation Documents;
	2. clarification purposes;
	3. additional carrying costs resulting from late payments;
	4. any express or implied instructions by the Owner during performance of the Work;
	5. delays resulting from inaccuracies in information provided by the Owner, neglect of the owner, inability of the Owner to obtain permits or by work under taken by the owner directly;
	6. unforeseen, unusual or different Site conditions, and any Site Conditions known by the Owner but not disclosed to the Renovator or not able to be reasonably anticipated by the;
	7. environmental conditions including the existence of hazardous materials such as lead paint, asbestos, mold, radioactive substances or other hazardous materials at the Site; or;
	8. any reason beyond the reasonable control of the Renovator including, without limitation, delays caused by neglect of the Owner, or by work undertaken by the Owner or its other contractors, Renovators or servants, labour disruption or disputes, lack of supply of materials or equipment, fire, natural disaster, delays in public utilities or inspectors, injunction or other judicial process.
	9. During inspections by building officials or engineers, additional work may be requested beyond the terms of the project. Should this occur, the Renovator will advise the Owner of any additional costs that will be incurred by the Owner following a proper assessment of the required work.
6. *Lender Approval:* If a Change Order must be approved by a lender, it will be Owner's responsibility to immediately obtain written approval and Renovator will not be required to perform the Change Order until that approval.
7. *Subcontractors and Suppliers:* No subcontractor or supplier is authorized to agree to a change on behalf of Renovator.
8. Change order amounts are due at time of signing. In the case where financing is required, a minimum of 50% of the change order is required upfront.
9. Change Orders requested by the Owner and investigated and/or priced by the Renovator, and subsequently not accepted by the Owner, are subject to an administration fee of $150.00 per item. If the Owner accepts the Change Order, the Renovator waives the administration fee.
10. Change Orders are billed by the Renovator in an amount calculated as the incremental cost above the Project Budget plus the Renovator's Fee and GST.
11. The Owner acknowledges that a request and/or acceptance of a Change Order may affect the Completion Date.
12. **STARTING AND COMPLETION DATES.**
13. Renovation under this Contract, providing all necessary permits to move ahead are received, is anticipated to commence and be substantially complete approximately months\_\_\_\_\_\_\_\_\_\_after the issuance of the Building Permit. For greater clarity the Renovator will use best efforts to have the Home substantially complete on approximately the\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. The Renovator does not guarantee the completion date and shall not be responsible in the event delays occur for which the Renovator may not be responsible, including any delays by the Home Owner, or delays caused by unfavourable weather, strikes, fires, shortages of material or labour, acts of God or any other causes beyond the control of the Renovator.
14. Suspension of work by Renovator. If, the Home Owner does not pay to the Renovator any amounts due and owing within the timelines specified, then the Renovator at its sole discretion may upon ten (10) days written notice to the Home Owner, cease work and may implement any remedies required to seek damages.
15. Inspection and Possession of the premises. The Renovator shall provide a notice in writing to the Home Owner at least \_\_\_\_\_\_ days in advance, advising that on a date to be specified in the notice, the Home will be ready for turnover. (the “Turnover Date”) and that an inspection shall take place on the date specified. The Home Owner shall make themselves available on that date at which time any deficiencies or defects shall be noted in writing on a Certificate of Completion (or similar document). The Home Owner shall sign the Certificate of Completion and in doing so, will acknowledge that the Home Renovation is complete and in full compliance with this Contract, except as to matters noted on the Certificate of Completion at the time of inspection.
16. **RENOVATOR’S FEE**
17. In addition to the Hard Costs, Soft Costs, Extras Costs, and Contingency Costs of the Renovation, the Home Owner agrees to pay the Renovator, as compensation for its service, a fee equivalent to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_%) PERCENT (plus GST) of all such costs (before GST).
18. The Home Owner agrees that the Renovator's Fee shall not be less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_%) PERCENT (plus GST) of the Project Budget (before GST) approved by the Home Owner, even if the actual Cost of Renovation (before GST) is less than the Estimated Cost of Renovation (before GST) set forth in the Project Budget.
19. The Owner agrees that additional Renovator's Fees of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_%) PERCENT of costs (before GST) are to be paid on all upgrades exceeding the amounts budgeted in the Project Budget.
20. **PAYMENT SCHEDULE FOR RENOVATION COSTS (INCLUDING RENOVATOR'S FEE)**
21. The Home Owner agrees to pay to the Renovator the Total Price by making monthly payments as costs are incurred using the monthly draw request form process. An interest rate of Eighteen percent per annum (18%) will apply on any part of the Total Price which is not paid when due. The Home Owner agrees to pay the Cost of Renovation plus GST plus Renovator’s Fee on a monthly basis within (5) business days of receipt of the Monthly Draw Request Form.
22. Deposit: Wherein there are pre-construction costs such as design work, planning meetings, engineering costs, permit applications etc., a preconstruction deposit will be required in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_. The Home Owner agrees to pay this deposit to the Renovator prior to construction start.
23. Provided that the Home Owner is not in default under the terms of this Agreement, the Deposit amount will be applied as a payment towards the total price of the Renovation.
24. SUMS OWING AND LATE FEES: The Home Owner agrees to pay the Renovator all sums owing and invoiced within ten (10) business days of the date the invoice is received by the Home Owner. If there is any delay in payment by the Home Owner for any reason which causes financial charges or late charges or fees to be assessed against the Renovator by his suppliers or sub-contractors, then it is further understood and agreed that the Home Owner shall pay those additional financial late charges and fees, plus an annual percentage of Eighteen percent (18%) on all unpaid billing over thirty (30) days.
25. In order to facilitate payment of the cost of Renovation, the Home Owner and the Renovator shall meet regularly on request of the Renovator (and in any event no less than once per month) to review which payments requested by the Renovator shall be made by the Home Owner.
26. Financial Arrangements: The Home Owner acknowledges that the Home Owner must be in a position to meet the above-described payment schedules; from either the Home Owner's own cash resources or by way of bank financing, at the Home Owner's expense.
27. Effect of Non-Payment or Delay in Payment: The Renovator shall not be required to proceed to the next month of renovation unless and until the Home Owner has paid for costs accumulated to date of the current progress/monthly draw. In such event, the Home Owner shall be deemed to be in default of this Agreement, and the Renovator shall be relieved of any and all responsibility to complete the Residence in accordance with this Agreement and the Renovator shall have the right to seek all remedies provided to the Renovator.
28. **PAYMENTS AT COMPLETION DATE**
29. At approximately 14 days prior to the Possession Date, a final invoice will be provided to the Owner detailing the final renovation costs, change order costs, costs to complete, and the payments received to date. The final cash to close amount will be deemed due at time of turnover.
30. **AUTHORIZATION TO CONTRACT OR HIRE SUB-CONTRACTORS ON BEHALF OF THE HOME OWNER**
31. The Home Owner hereby authorizes the Renovator, in its sole discretion and on behalf of the Home Owner, to hire or contract any Sub-Contractor pursuant to the Project Budget. In the event that the Renovator deems the supply of labour or materials of any Sub-Contractor to be inferior, the Renovator is authorized to dismiss such Sub-Contractor, and to obtain a replacement. In the event that the cost of replacement shall be greater than the costs in the Project Budget, the Renovator shall not order new work done or materials supplied prior to obtaining written consent of the Home Owner, which consent shall not be unreasonably withheld.
32. **CONDITIONS PRECEDENT**

This Agreement is subject to the conditions precedent, namely:

1. Home Owner's Conditions Precedent:

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

The Owner's Conditions Precedent is for the sole benefit of the Owner, and can be waived by the Owner on or before the Owner's Condition Precedent expiry date.

1. The Renovator's Conditions Precedent:

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

The Renovator's Conditions Precedent is for the sole benefit of the Owner, and can be waived by the Renovator on or before the Renovator's Condition Precedent expiry date.

1. In the event either the Home Owner's Conditions Precedent or the Renovator's Conditions Precedent are not satisfied or waived by the respective condition precedent expiry date, this Agreement shall be null and void and the deposit monies paid shall be returned to the Home Owner forthwith and without deduction.

1. **DEFAULT BY OWNER**
2. It is agreed that if the Home Owner shall default in payment of the Cost of Renovation (including the Renovator's Fee) in the amounts and at the time stipulated in this Agreement or any part of the payables agreed to be paid by the Home Owner as detailed in the Monthly Draw Request Forms, or should the Home Owner default in the observance or performance in any of the covenants, conditions, or provisions of this Agreement, then the Renovator shall be entitled to provide a written notice served on the Home Owner at his/her address of this Agreement requiring the Home Owner to cure the default, neglect or event specified in such notice within fifteen (14) days of delivery of the notice. Should the Home Owner fail to comply with the said notice in the time specified, this Agreement shall terminate without further action by the Renovator and the Home Owner shall have no right to reclaim the Deposit paid to date and the Deposit may be retained by the Renovator as liquidated damages.
3. The Renovator may at any time in its discretion waive for any period of time its rights hereunder or accept part payment of the sums in default or make any other concession that it deems advisable in the event of such default, but in no event shall such waiver, concession or other indulgence be construed as acquiescence by the Renovator to any subsequent defaults of the Owner and the Renovator may at any time without notice rely on the remedies provided to it under the terms of this Agreement or otherwise available at law with respect to such subsequent default.
4. **COVENANTS OF THE RENOVATOR**

The Renovator hereby covenants and agrees:

1. to provide to the Home Owner a Project Budget for the renovation of the Residence in accordance with the Drawings and Scope of Work attached herewith;
2. to represent and warrant that the Renovator will not receive any financial compensation from any Sub-Contractor for contracts entered into by the Renovator on behalf of the Owner;
3. to represent and warrant to the Home Owner that the Renovator will use its best efforts to co-ordinate renovation of the Residence within the Project Budget and within the Trade Schedule;
4. to use its best efforts to apply for and obtain whatever building, or other permits may be required to initiate and complete the renovation of the Residence;
5. to contract, co-ordinate and supervise all Sub-Contractors involved in the renovation of the Residence;
6. to co-ordinate renovation of the Residence in accordance with the Drawings, the Scope of Work, and the standards of the National Home Warranty Program;
7. to update changes in the Cost of Renovation and the Trade Schedule and advise the Home Owners of such occurrences;
8. to consult and recommend changes to design and renovation procedures and materials, if required;
9. to collect and approve the invoices on behalf of the Home Owner and forward to the Home Owner, on a monthly basis, a summary of costs (including calculation of GST) and the Renovator’s Fee, and to provide the Home Owner with a Monthly Draw Request Form;
10. to arrange all appropriate inspections in the course of renovation as required by any municipal, provincial or other authority;
11. to conduct a walkthrough inspection in order to determine outstanding work and deficiencies, and to co-ordinate and supervise the Sub-Contractors so that all outstanding work and deficiencies are completed by the Sub-Contractors in a timely manner;
12. to obtain on completion a renovation completion document as may be required;
13. to ensure that all Sub-Contractors are registered under the Workers' Compensation Act, and are in good standing with the Workers' Compensation Act during renovation of the Residence.
14. **COVENANTS OF THE HOME OWNER**

The Home Owner hereby covenants and agrees:

1. to make the payments in accordance with Clause 1 hereof;
2. to do all things reasonably within their power to assist in the renovation and completion of the Residence so that the aims and intents of the parties hereto may be given effect, namely renovation of the Residence in a timely manner and avoiding undue delays in renovation as a result of the failure of the Home Owner to make decisions in a timely manner, including but not limited to:
	1. approval or rejection of change orders within the earlier of five (5) business days of receipt of the change order, or the time specified by the Renovator in the change order;
	2. to be available in person for all scheduled meetings as may be deemed necessary by the Renovator;
	3. to be available for consultation by e-mail, fax, telephone or in person during regular business hours from Monday to Friday during the course of renovation of the Residence.
	4. to finalize selections in a timely matter
3. that if material specified in the Renovation Documents, or selections made by the Home Owner, which are necessary to complete the Renovation, are not available for installation in time for the Trades’ scheduled installation date, the Renovator shall give notice of the same to the Home Owner as soon as practically possible, and the Home Owner shall within the earlier of 15 days or the time specified by the Renovator in the Notice, choose alternate items that are of similar quality of the items not so available and that are available for installation in time for the Renovator's installation date. If the Home Owner fail to make such alternate selection as may be required by the preceding sentence within fifteen (15) days or the time specified by the Renovator in the Notice of being notified by the Renovator of the necessity for them to do so, then the Renovator may make such selection on the Home Owner's behalf, using the same criteria for the selection of alternate items as is referenced in this clause;
4. the Home Owner agrees to comply with all occupational health and safety rules on site and to wear any safety equipment required by law;
5. the Architectural, Architect or interior designer, whether supplied by the Renovator or the Home Owner, is deemed a Sub-Contractor and the designer must comply with the Renovator's Trade Schedule, in regard to making any and all color or product selections required to be made by the Home Owner;
6. to be responsible for any accommodation, food, moving expenses, interim living expenses incurred by the Owner during the course of renovation of the Residence;
7. if the Owner is providing the Drawings, the Owner shall be responsible for providing a copy of the Working Drawings to the Renovator and the Owner shall and does hereby indemnify and save harmless the Renovator of and from any and all actions, causes of action, costs, claims, loss, damages and liability of whatsoever nature or kind arising in respect of the design, structural engineering or Working Drawings of the Residence

The Owner is supplying the Working Drawings:

Yes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. except for the negligence or breach of contract by the Renovator, to indemnify and hold harmless the Renovator, its staff and employees, and all Sub-Contractors from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, arising in respect of the renovation of the Residence which are:
	1. attributable to the negligence or breach of contract by the Home Owners or the Home Owner's Consultants, Contractors, or Renovators; or
	2. attributable to the negligence or breach of contract by any Sub-Contractor;
2. to agree that the Renovator at its sole discretion will select the Sub-Contractors for the supply and installation of labour and materials for the renovation of the Residence;
3. to select materials and colors as required by the Renovator in accordance with the Renovator's Trade Schedule;
4. **MUTUAL COVENANTS**
5. The Owner and the Renovator agree that they shall review, on or before the scheduled Completion Date, a complete inspection report of the Residence, prepared by the Renovator, to be duly signed by Owner and an authorized representative of the Renovator, as to items specifically listed in such report as deficiencies. The Parties agree that they shall cooperate before the scheduled Completion Date for a mutually convenient Completion Date inspection appointment. The Parties agree that such Completion Date inspection be conducted jointly.
6. Any labor or material supplied by the Owner may only be provided or supplied at the sole discretion of the Renovator. Notwithstanding that the labour or material may be supplied by the Owner, the Owner shall be responsible for payment of the Renovator's Fee on any labour or material supplied by the Owner.
7. The Renovator and the Owner agree that in the event that a term of the Renovation Documents conflicts with the Working Drawings, the Renovation Documents shall govern with respect to such term.
8. **GENERAL LIABILITY INSURANCE**
9. The Owner shall obtain and maintain at its sole cost and expense until the final Completion Date, or until possession is granted to the Owner, whichever date shall last occur, General Liability insurance in the amount of $2,000,000. Evidence of this insurance coverage shall be provided to the Renovator
10. The Owner acknowledges and agrees that the Renovator cannot commence renovation unless and until the Owner has provided the Renovator with written confirmation that Insurance is in place. The Owner's financial institution (if any) shall be named the first loss payable and the Renovator shall be named as an additional insured as their interest may appear. All insurance proceeds on the insurance required to be obtained by the Owner shall be held in trust for the Owner, the Renovator and the Owner's financial institution, if any, as their interest may appear and used only for the repair and rerenovation of the Residence in the case of damage thereto.
11. The Owner shall indemnify and save harmless the Renovator, and the Sub­ contractors, from any and all claims for any loss, injury or damage arising out of the renovation of the Residence, except when such loss, injury, or damage caused by the negligence of the Renovator or the Sub-Contractors.
12. **TRADE SCHEDULE**
13. The Renovator shall within a period of thirty (30) days from date of receipt of all municipal permits, submit to the Owner a Trade Schedule outlining the milestone dates of the renovation.
14. The Renovator shall promptly engage the Sub-Contractors to commence renovation of the Residence in accordance with the Trade Schedule.
15. **DELAYS IN RENOVATION**
16. The Renovator shall not be responsible for any delays in the Renovation Schedule caused by modifications to Renovation Documents, Change Orders, strikes, adverse weather conditions, delays caused by suppliers of materials or the Sub-Contractors, delays caused by the actions or omissions of the Owner, or any other events beyond the control of the Renovator.
17. **NOTICES**
18. Any notices required to be given under this Agreement shall be given to either the Renovator or the Owner in writing and mailed by single-registered mail, or by personal delivery, to the following addresses:

Renovator: RENOVATOR NAME

 RENOVATOR ADDRESS

 Calgary, Alberta POSTAL CODE

And a copy to: RENOVATOR LAWYER

 LAWYER ADDRESS

 Attention: LAWYER’S NAME

 LAWYER’S EMAIL

Owner:

And a copy to:

Attention:

1. **ACCEPTANCE**
2. This Agreement, when duly executed by the Parties hereto, shall constitute a binding contract for the renovation and completion of the Residence and no representations, covenants or warranties made by any person or Renovator other than those in writing contained in this Agreement and signed by the Parties shall be binding on them so as to vary the terms of this Agreement.
3. **TIME**
4. It is agreed that time is to be considered of the essence in this Agreement.
5. **SEVERABILITY**
6. The invalidity of any particular provision of this Agreement shall not affect any other provision herein, but this Agreement shall be construed as if such invalid provisions were omitted.
7. **HEADINGS**
8. The headings to the paragraphs in this Agreement are included solely for convenience of reference and shall not in any way affect the interpretation thereof.
9. **GRAMMATICAL CONFORMANCE**
10. This Agreement is to be read with all changes to gender or number required by the context. Where there are two (2) or more Home Owners are bound by the same covenants herein contained, their obligations shall be joint and several.

1. **HEIRS AND ASSIGNS**
2. This Agreement shall not be assigned by the Home Owner without prior written consent of the Renovator which consent may not be unreasonably withheld. Except as herein expressly provided, this Agreement shall inure to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date on page one of this Agreement.

RENOVATOR NAME

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

 OWNER’S NAME

SIGNED, in the presence of:

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

WITNESS HOME OWNER

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

WITNESS HOME OWNER

**Schedule ‘A’ Scope of Work**

**Schedule ‘B’ Budget**

**Schedule ‘C’ Trade Schedule**

**Schedule ‘D’ Drawings**

Schedule “G” New Home Warranty