



PURCHASE AGREEMENT

This CONTRACT written on this ____ day of ____, 20____, in the City of _____, and the State of _____, by and between _____ (Purchaser) residing at _____ in the County of _____, and ADVANCEDECK AND SUNROOM COMPANY for a construction project to be performed at _____ in accordance with the written terms and specifications on this CONTRACT, the drawings attached to and made a part of this CONTRACT (signed by PURCHASER and ADVANCEDECK AND SUNROOM COMPANY) and any modifications contained or identified in subsequent change order requests.

1. ADVANCEDECK AND SUNROOM COMPANY shall furnish the following services and materials for construction of the project _____

_____ for and in consideration of the payment to ADVANCEDECK AND SUNROOM COMPANY by the purchaser of:

\$ _____ for the project
\$ _____ (See paragraph 5) for site preparation and/or demolition as described below.
\$ _____ for other (describe) _____
\$ _____ TOTAL CONTRACT SUM (_____ (dollars)

2. The sum of the **TOTAL CONTRACT SUM** shall be paid to **ADVANCEDECK AND SUNROOM COMPANY** as follows:

Down Payment (due at the signing of this contract) \$ _____ cash _____ check _____ other _____

Due on delivery of material \$ _____

Due upon completion of site preparation/demolition (signed change order request) \$ _____

Progress Billing (contracts over \$15,000.00) \$ _____

DUE UPON COMPLETION \$ _____

Plus any change order requests \$ _____

3. TOTAL CONTRACT SUM (less the amount of previous payments) plus any change order requests must be paid on the day that the project is completed. PURCHASER acknowledges and agrees that this contract and change order requests shall serve as the invoices for the Total Contract Sum and that no other invoice will be provided to the purchaser for any part thereof.

4. PURCHASER and ADVANCEDECK AND SUNROOM shall each have the right to cancel this contract without penalty or obligation prior to midnight of the third business day after the effective date of this CONTRACT. Upon cancellation of this contract within the three (3) day period ADVANCEDECK AND SUNROOM COMPANY shall return to purchaser any consideration paid to ADVANCEDECK AND SUNROOM COMPANY. In order to cancel this contract, purchaser or ADVANCEDECK AND SUNROOM COMPANY shall mail, email, or deliver a notice of cancellation to ADVANCEDECK AND SUNROOM COMPANY. OR PURCHASER, as the case may be, to the address for ADVANCEDECK AND SUNROOM COMPANY OR PURCHASER, set forth in this contract, no later than the end of the three (3) day period.

5. Site preparation and/or demolition fees may include, *but are not limited to*, any site preparation necessary before construction can begin. Examples of site preparation may include A) grading and excavating B) demolition and/or removal of existing structures, concrete slabs, masoned walls, old decks or screen/sun rooms, landscape materials or plantings, air conditioners, utility meters, C) repairs to existing structures such as replacing rotting house framing, restructuring existing decks to meet engineering and building code standards, siding, roofing, cracked foundations, re-routing wires, pipes, etc. D) hauling debris to an offsite location. Costs for site preparation and/or demolition will be charges per day in the amount of \$400.00 per day Labor Only, PLUS any additional charges for the cost of equipment needed to minimize labor costs including (but not limited to) dumpster fees, and equipment rentals, (such as jackhammers, backhoe, augers, etc.), any additional charges for equipment will be billed to PURCHASER at cost. ADVANCEDECK AND SUNROOM COMPANY requires a change order signed by purchaser for site preparation charges during and after completion and prior to commencement of construction project.

6. Modifications of the project will only be made when a written ADVANCEDECK AND SUNROOM COMPANY change order request describing modifications has been signed by both PURCHASER and ADVANCEDECK AND SUNROOM COMPANY. There may be additional costs or credit for any changes made to the original CONTRACT specifications.

7. The PROJECT will be warranted by ADVANCEDECK AND SUNROOM COMPANY for one (1) year against any defects in workmanship and materials.

8. The PROJECT will meet or exceed the live load bearing capacity required by all applicable local codes. Installation of overweight deck accessories (such as spas or hot tubs), may exceed the load bearing capacity of the project, and may lead to damage, thereby voiding the warranty. (7) PURCHASER is responsible for obtaining all permits unless otherwise specified in writing.

9. PURCHASER shall provide sufficient electricity for the operation of ADVANCEDECK AND SUNROOM COMPANY equipment.

10. PURCHASER agrees that if ADVANCEDECK AND SUNROOM COMPANY encounter unforeseen site conditions at the project premises, (for example, included but not limited to, buried storage tanks, solid rock, high water table, unsound house framing, etc.) which would interfere with ADVANCEDECK AND SUNROOM COMPANY in completing the project, ADVANCEDECK AND SUNROOM COMPANY may require a change order request prior to completion of the balance of the project. PURCHASER shall mark the location of underground drain lines, sprinkler systems, septic tanks and septic fields.

11. ADVANCEDECK AND SUNROOM COMPANY is not responsible or liable for any delays in commencement or completion of the project.

12. PURCHASER acknowledges and agrees that all drawings, plans, sketches, renderings and designs remain the sole property of ADVANCEDECK AND SUNROOM COMPANY and ADVANCEDECK AND SUNROOM COMPANY retains the right to use these materials in any manner it seems appropriate. ADVANCEDECK AND SUNROOM COMPANY reserves the right to use photographs, drawings, and representations of the project in advertising and marketing plans. PURCHASER acknowledges that the services provided by ADVANCEDECK AND SUNROOM COMPANY are limited to construction services and do not include architectural services.

13. PURCHASER acknowledges that any material not required for completion of the project shall, not including delivery to or storage at purchasers premises, be and remain sole property of ADVANCEDECK AND SUNROOM COMPANY, and purchaser will have no right or interest to them.

14. This contract shall be construed under the laws of the State in which the CONTRACT is made, as set forth in the first paragraph, and any dispute shall be resolved in the courts of that State. This contract contains the entire understanding and agreement between the parties with respect to the project and supersedes all prior or contemporaneous written and oral agreements and understandings with the subject matter NO ORAL PROMISES OR AGREEMENTS ARE A PART OF THIS CONTRACT.

15. The PURCHASER shall pay all reasonable costs, attorney fees, and expenses paid or incurred by ADVANCEDECK AND SUNROOM COMPANY in enforcing the terms of this agreement. The PURCHASER will be liable for all such amounts whether or not suit is filed to enforce the terms of this agreement.

PURCHASER

signature

print name

signature

print name

signature of ADVANCEDECK AND SUNROOM COMPANY representative

address of ADVANCEDECK AND SUNROOM COMPANY