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The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

## CONTRACT FOR SIMPLE HOME REPAIRS

\_\_\_\_\_, Homeowner, desires to contract with, \_\_\_\_\_, Contractor, to perform certain work on property located at :

### 1. Job Description

The work to be performed under this agreement consists of the following:

### 2. Payment Terms

In exchange for the specified work, Homeowner agrees to pay Contractor as follows (choose one and check the appropriate lines):

a. \$ \_\_\_\_\_, payable upon completion of the specified work by  cash  check

b. \$ \_\_\_\_\_, payable one half at the beginning of the specified work and one half at the completion of the specified work by  cash  check.

c. \$ \_\_\_\_\_, per hour for each hour of work performed, up to a maximum of \$ \_\_\_\_\_, payable at the following times and in the following manner:

### 3. Time of Performance

The work specified in this contract shall (check the lines and provide dates):

begin on

be completed on

Time is of the essence.

### 4. Independent Contractor Status

It is agreed that Contractor shall perform the specified work as an independent contractor. Contractor (check one line and provide description, if necessary):

maintains his or her own independent business.

shall use his or her own tools and equipment except:

shall perform the work specified in Clause 1 independent of Homeowner's supervision, being responsible only for satisfactory completion of the work.

**5. License Status and Number**

Contractor shall comply with all state and local licensing and registration requirements for type of activity involved in the specified work.

(Check one line and provide description)

Contractor's state license or registration is for the following type of work and carries the following number:

Contractor's local license or registration is for the following type of work and carries the following number:

Contractor is not required to have a license or registration for the specified work, for the following reasons:

**6. Liability Waiver**

If Contractor is injured in the course of performing the specified work, Homeowner shall be exempt from liability for those injuries to the fullest extent allowed by law.

**7. Permits and Approvals**

(Check the appropriate lines)

Contractor  Homeowner shall be responsible for determining which permits are necessary and for obtaining the permits.

Contractor  Homeowner shall pay for all state and local permits necessary for performing the specified work.

Contractor  Homeowner shall be responsible for obtaining approval from the local homeowner's association, if required.

**8. Additional Agreements and Amendments**

a. Homeowner and Contractor additionally agree that:

b. All agreements between Homeowner and Contractor related to the specified work are incorporated in this contract. Any modifications to the contract shall be in writing.

Homeowner: \_\_\_\_\_ Dated:

Contractor: \_\_\_\_\_ Dated: