

CONTRACT TO BUILD

DATE: _____

SUBMITTED TO: _____, Owners

SUBMITTED BY: Marshall Home Construction, LLC
2021 West Beverley Street
Staunton, VA 24401
540/887-8337
Virginia Class A Contractor's License #2705 090659A

PROJECTED START DATE: _____

PROJECTED COMPLETION DATE: _____ days from start

We hereby propose to furnish materials and labor necessary for the completion of:

Approximately _____ sq. ft. house. House will be built according to
_____ provided by Owners.

CRAWLSPACE AREA: The foundation footers shall be 3000 p.s.i. concrete mix. Where necessary, 4" steel posts or block piers will be used for support. A layer of plastic will be installed for ground covering. Exterior walls will be 12" block below grade and 8" block and brick above grade. Height of crawlspace shall be _____ () courses of block. Walls will be parged with concrete and coated with tar below grade. Sill plate will be 2x12 salt treated and anchored with 1/2" bolts 6' o.c. Four inch drain tile shall be installed around the outside perimeter of crawlspace footers. One 32x32 crawlspace door will be installed. _____ () foundation vents as required will be installed. Excavation of crawlspace will be provided. However, if solid rock is encountered, there shall be an additional cost to be paid by Owner for rock removal in the amount of excavator's fees. If sub-standard soil is encountered during excavation, it will be Owner's responsibility to remedy this situation. This shall include, but not be limited to, excavation fees, stone, additional concrete, block, and labor involved.

BASEMENT: The foundation footers shall be 3000 p.s.i. concrete mix. Exterior walls will be 12" block below grade and 8" block above grade. Walls will be parged with concrete and coated with tar below grade. Height of basement shall be _____ () courses of block. Above grade will be covered with brick with a \$_____ per thousand cost allowance for brick materials. The floor shall be 4" 4000 p.s.i. with fiber mesh over 4" base stone. Four inch drain tile shall be installed around outside perimeter of basement footers. Sill plate shall be 2x12 salt

treated and anchored with 1/2" bolts 6' o.c. Electrical will be provided as per code. One TV jack and one telephone jack will be provided.

Excavation of basement will be provided. However, if solid rock is encountered, there shall be an additional cost to be paid by Owners for rock removal in the amount of excavator's fees. If sub-standard soil is encountered during excavation, it will be Owner's responsibility to remedy this situation. This shall include, but not be limited to, excavation fees, stone, additional concrete, block, and labor involved.

Basement doors shall be

GARAGE: The total area shall be ___x___ (_____ sq. ft.). The floor shall be 4" 4000 p.s.i. concrete mix with fiber mesh. Garage doors will be _____.
Garage windows will be _____.

HOUSE EXTERIOR DOORS: Doors shall be Smooth Star fiberglass doors in the following sizes and styles: Front door: _____ with a \$_____ cost allowance.

HOUSE WINDOWS: Windows will be Atrium vinyl double hung thermopane tilt windows with grills between glass and screens in the following sizes:

EXTERIOR: Walls will be 2x6 16" o.c. with 7/16" O.S.B. board covered with Tyvek. Height of walls will be ___ feet. Headers will be made of 2x10 materials. Exterior will have the option of Hardiplank, insulated vinyl, vinyl or brick to be chosen by Owners with a \$_____ per thousand cost allowance for brick materials. Brick will have the option of quoined corners and soldiered over front arched windows and front door. Vented soffitt and fascia will be _____ vinyl. Shutters will be vinyl in color to be chosen by Owners. Shutters will be installed on front _____ elevation windows only. Guttering will be _____ one-piece aluminum seamless gutter with downspouts to be run into 4" black drainpipe to flow away from house. All exterior trim and doors which require painting will be covered with one prime coat and two finish coats of paint.

ROOF SYSTEM: Roof will be covered with 5/8" O.S.B., synthetic paper and lifetime dimensional shingles in color to be chosen by Owners. Vent ridge will be installed. Roof trusses will be 24" o.c. with _____ pitch. Ceilings will be covered in 1/2" drywall and painted white _____.

FLOOR SYSTEM: Floor joists shall be 12" TJI 19" o.c. All girders and beams will be constructed per plans. Flooring shall be 3/4" T&G Advantech or equivalent. Underlayment and/or backerboard are part of floor covering cost allowance.

INTERIOR WALLS: Walls will be 2x4 16" o.c. and covered with 1/2" drywall. House will be painted with two coats of latex flat, two colors to be chosen by Owners. Finished baths and utility area shall be painted one color with latex enamel, color to be chosen by Owners. No wallpaper or wallpaper hanging is included in contract price.

INSULATION: House walls shall be 6" R-19. Floors shall be 6" R-19. Ceiling shall be R-38. Garage walls shall be 6" R-19 and ceiling R-30.

INTERIOR TRIM AND DOORS: 5 1/4" base, 3 1/4" window and door casing shall be paint grade. Interior doors shall be solid core paint grade prehung 6-panel. Schlage locks. Closets shall have _____ metal shelves and rods where applicable.

FLOOR COVERINGS: There shall be a cost allowance of \$ _____ for all floor coverings, labor and supplies. _____ This cost allowance shall include all necessary preparation such as backer board for tile and hardwood floor aqua bar paper. Floor coverings are to be hardwood throughout except for bathrooms and utility area which shall have ceramic tile.

PLUMBING, HEATING AND ELECTRICAL: All necessary plumbing, electrical and mechanical will be provided according to code. Any electrical supplied in addition to code items will be billed in the amount of time and material plus 10%. Water lines shall be PEX. Owners will be able to walk through and suggest placement of receptacles, switches, lights, tv jacks and telephone jacks. ___ telephone jacks, ___ tv jacks and ___ ceiling fan boxes will be provided. There shall be a \$ _____ cost allowance on light fixtures which will include fan/light combinations in baths, ceiling fan lights, can lights and pole light. _____ frost proof hydrants will be installed. Optional instant on demand propane or electric water heater will be installed. Owners are responsible for paying all telephone, cable, gas and electric hookup fees that are required. Owners will be responsible for signing all contracts involving items furnished by the gas supplier. This includes, but is not limited to, underground tank, and gas line from tank to home. Builder will set the temporary pole, and Owners shall provide electric service or reimburse Builder for gasoline used in generators.. Heat and air conditioning system shall be heat pump with necessary supplies, returns and grills. Also, all refrigerant lines, drain pan, and wiring will be provided. Size of unit will be determined by recommendation of HVAC contractor. HVAC system will have \$ _____ cost allowance. One gas fireplace with a \$ _____ cost allowance. Included in this cost allowance shall be unit, marble, installation, gas line, chase, brick, etc.

FRONT PORCH AREA: Front porch shall be covered _____ sq. ft. with concrete floor, optional pavers, posts, _____ courses of block and brick to grade. Concrete walks are not included in contract price.

REAR PORCH AREA: _____ sq. ft. covered rear porch with concrete floor, optional pavers, posts, _____ courses of block and brick to grade.

DECK AREA: _____ sq. ft. of open deck. Deck will be constructed with 2x10 salt treated frame and have Timber Tech deck boards. Posts shall be 6x6 salt treated and have vinyl sleeves. Railings shall be vinyl.

BREEZEWAY AREA: This area shall be ___x___ enclosed cover porch area with concrete floor and paver bricks. Windows and doors are as previously stated.

KITCHEN AREA: Kitchen area shall be laid out according to plans. Owners may make changes after consulting with cabinet designer. The cost allowance for cabinets shall be \$_____ which includes kitchen cabinets, kitchen counter tops, bathroom vanities and bathroom vanity tops. One 1/2 h.p. Badger 5 garbage disposal. Delta single lever faucet with spray with \$_____ cost allowance. Icemaker hookup box will be provided. No appliances will be provided or installed.

MASTER BATH: Bath cabinet: One _____" VSB with cultured marble top to be provided as part of cabinet cost allowance. Two Delta faucets with \$_____ each cost allowance. One white one-piece _____ tub with Delta faucet with \$_____ cost allowance. One white American Standard or Kohler commode. One flat mirror. Four-piece bath accessories set with \$_____ installed cost allowance. One fan light combination as part of light cost allowance. One _____" fiberglass or optional tile shower with seat with Delta faucet with \$_____ cost allowance. No shower door will be provided.

BATH #2: Bath cabinet: One _____" VSB with cultured marble top to be provided as part of cabinet cost allowance. Two Delta faucets with \$_____ each cost allowance. One _____" white one-piece tub and shower with Delta faucet with \$_____ cost allowance. One white American Standard or Kohler commode. One flat mirror. Four-piece bath accessories set with \$_____ installed cost allowance. One fan light combination as part of light cost allowance. No shower rod or door provided or installed.

HALF BATH: One white pedestal sink to be provided as part of cabinet cost allowance. One Delta two handle faucet with \$_____ cost allowance. One white American Standard or Kohler commode. One flat mirror. One towel bar and one toilet paper holder with \$_____ installed cost allowance.

UTILITY ROOM/CLOSET: One dryer receptacle, one dryer vent, one washer receptacle, and one washer box. One laundry tub with two handle Delta faucet with \$_____ cost allowance. Laundry room cabinets are part of cabinet allowance.

OTHER: Grading for driveway, culverts and stone will not be provided; however, Builder will coordinate this work for Owners. Builder will provide estimate after area is determined for concrete walks.

Final grade will be provided by Builder; however, if additional fill dirt is required or if rock is encountered, there will be an extra cost in the amount of excavator's fees. Builder will

only be responsible for _____ () hours of finish work (\$_____). Also, if any dirt needs to be removed from site, there will be an additional charge for hauling.

No final yardwork, raking, seeding, landscaping or shrubs will be provided. However, these items must be done in a timely matter to satisfy building inspection and the soil erosion department.

Water and sewer lines are not included in this contract; however, Builder will coordinate the hook-up of water and the installation of sewer line with excavator, if desired. Builder will stub sewer line through foundation extended 18". It is Owners' responsibility to have water line brought inside of foundation. The cost of these items will be the Owners' responsibility including all permits and necessary items including water pipe, other supplies and accessories, and ditches for water line; and septic including lines, tanks, pumps, wire, other supplies, and necessary accessories for installation including ditches. It should be noted that Builder will not be responsible for performance of water or septic. This will be a matter between Owners and water supplier and septic supplier.

Builder will provide building, plumbing, electrical and mechanical permits.

Termite treatment shall be provided, if required, by Owners.

Owners will be responsible for locating setback lines of structure with surveyor. Owners will provide Builder with a current plat and if a boundary survey is required to establish property boundaries, this cost will be borne by Owners.

We propose hereby to furnish materials, labor and building permits in accordance with above specifications for the sum of: (\$_____). Make checks payable to Marshall Home Construction or MHC. Payment is to be made as follows:

At signing of contract to obtain building permit and layout, etc.	\$
When house footers are poured and block are laid	\$
When garage footers are poured and block are laid	\$
When house floor system joists and plywood are completed	\$
When framing is completed with windows and doors set	\$
When garage framing is complete	\$
When rough plumbing, rough electric & rough HVAC are installed	\$

When exterior, soffitt, fascia and roofing are installed	\$
When insulation and sheetrock are installed	\$
When kitchen cabinets are set, ready for tops	\$
When house is completed and certificate of occupancy is obtained	\$

Cost allowance items and change orders will be billed at applicable stages. Payment is due in full on completion of stages. Any delay of more than 7 days after completion may result in Builder, at his option, charging interest on that payment at the rate of 1 1/2% per month which is an APR of 18%.

There will be no occupancy of this house by Owners until all payments have been made to Marshall Home Construction, pursuant to this contract.

All specified changes and deletions listed in contract take precedence over plans.

All work is to be completed in a substantial workmanlike manner according to above specifications, per standard practices to meet all local and state codes. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contracted price. This price will be based on time and material cost plus 10% for overhead. This may also affect and delay the estimated completion date.

All cost allowances and limits include other related costs such as taxes and delivery charges.

All agreements are contingent upon strikes, accidents or delays beyond our control including but not limited to adverse weather conditions and special order items. Estimated completion date may be affected by this.

Brand names specified will be used if reasonably available. If not, substitutions of comparable cost and quality will be made.

Builder and subcontractors shall carry insurance as required by law. Owners will carry a builder's risk policy with necessary insurance on structure.

Builder shall obtain all necessary lien waivers as required by title insurance or the Owners' lender. However, if Owners' lender requires a mechanic's lien agent, the cost of such agent must be borne by Owners.

In the event that there is a breach or default under the terms of this contract, the party responsible for the breach or the default shall also be responsible for the attorney's fees and reasonable costs incurred by the other party enforcing their rights under this agreement.

This contract constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties. This contract shall be construed, interpreted, and applied according to the law of Virginia and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

Marshall Home Construction, LLC

By: _____
Darrell K. Marshall

Date: _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Signature: _____ Date: _____

See Attached Warranty