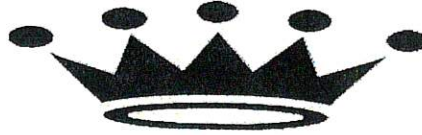


Martinez Dream Homes Inc.



"Making your dream home a reality"

Contract

This agreement is hereby made and entered into this 20th day of February, 2018, by and between Mr. Richard Zapach, of 3711 Paseo Royale Boulevard, Richmond, TX, hereafter called Owner, and Miguel Martinez, of Martinez Dream Homes Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work for:

FOUNDATION

- Total covered area 1221 square foot
- Driveway (exact size to be determined; approximately 1000 sq ft @ 3.50 per sq. ft.); Concrete pump will be required
- Scrape/remove 6" of natural earth throughout at foundation area
- 18 Piers 12" diameter 36" bell bottom perimeter beams as per foundation layout with 6" x 6" triangular stir-ups at 30" on center, (3) #5 rebar; all piers set to clay depth
- 3000 psi concrete
- Foundation to consist of rebar system; Exterior and interior beams 24" x 12" with (4) #5 rebar; Resting on 2" x 4" x 8" Utility brick placed under all interior and exterior beams
- Stir-ups 6" x 18" at 30" on centers
- 4" bank sand used as leveling layer
- 6 mil black poly/moisture barrier
- 4" Slab reinforcement #3 rebar at 16" on centers
- 2" Plastic chair elevating rebar reinforcement for 4" slab
- All exterior walls shall have ½" x 10" anchor bolt at 36" on centers

- Concrete pump required

ROUGH CARPENTRY

- Framing Lumber #2 Yellow Pine
- All bottom plate in direct contact with concrete shall be 2" x 6" #2 treated with foam sill tape under all on perimeter walls
- All studs, joists and rafters at 16" on center
- All exterior walls framed with 2" x 6" studs 16" on center
- All exterior sheathing will be 4' x 8' x 7/16" OSB, wrapped with DuPont Tyvek
- 4' x 8' x 7/16" OSB roof decking
- Facia boards will be 1" x 6" hardie
- Brick freeze will be 1" x 4" hardie
- Perforated/vented hardie soffit through out
- Hurricane Clips, Hurricane Straps installed on rafters and studs, top plates, and bottom plates
- Joist hangers as required
- All framing to meet International Residential Code; Contractor shall verify all load bearing supports

COMPOSITION ROOF

- 30-year composition shingle
- Manufacturer's warranty
- 6 nails per tab
- Synthetic roof underlayment
- Owner to specify color
- Ridge vent

WINDOWS

- Windows; vinyl; argon gas filled double glass insulated; low-e; single hung; 1/2 screens
- Window tape applied

EXTERIOR VENEER

- Brick throughout
- Stone accent at front of garage; 4' wainscoting
- Wall ties to be installed at every 2'
- 6" x 6" x 12' pressure treated posts encased in hardi, with 4' brick base
- Brick allowance set for \$400.00 per 1000
- Stone allowance is \$220.00 a ton

PLUMBING

- Plumbing to meet City/County Code
- 2" PVC drain line that will tie in to existing sewer line, Schedule 40 - All PVC vents and drain lines

- One under-mount 18-gauge stainless steel sink in work station

ELECTRICAL

- Electrical site work to meet City/County Code
- All wiring for 110 plugs and interior lighting will Romex 12-2
- All LED recess can lighting
- Exterior weather proof plugs
- Install electrical panel in garage and tie into existing power supply
- **Note: Contractor shall provide all electrical fixtures**

DRYWALL

- 1/2" sheetrock on ceilings
- 1/2" sheetrock on walls
- Tape and float
- Round bull nose on all corners
- Homeowner to select Texture from various samples provided

FINISHED CARPENTRY

- 8⁰ x 3⁰ exterior door; Steel; 6 5/8" door jams, **Contractor shall provide dead bolt, hardware, and door stop**
- All base board 5 1/2"; 3" door casing
- 1 attic access pull down stairs
- Built-in Cabinets as per print specifications; Wood species paint grade poplar/birch, if stained: knotty alder or stain grade poplar
- European style hinges
- 100 lb rated drawer glides

COUNTERTOPS

- Granite counter tops
- Level 1; 2 cm
- Contractor to provide selection samples
- Apply sealer throughout

PAINTING

- Exterior roof eaves, covered porches will have 1 coat of KILTZ exterior primer with mildicide additive, exterior covered porches will have 2 coats of Sherwin Williams Super Paint Satin finish with mildicide additive
- All drywall will be primed and painted
- Cabinetry will be painted and sealed; 2 coats of Enamel
- Base boards, doors, window casing, and shelves will be primed, 2 coats latex enamel

OVERHEAD DOORS

- (1) 17' x 9' and (1) 9' x 8' non-insulated; To be purchased from Overhead Door of Houston
- (2) ½ HP motor
- 3 remotes

CLEAN-UP & HAUL OFF

- Trash hauls
- Cleaning services and final clean up consisting of window cleaning, dusting, sweep-out, and final grade

3. The contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality as specified by plans.
4. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
5. The Owner, Owner's representative and public authorities shall at all times have access to the work.
6. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
8. Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.
9. The project will start on May 21st, 2018. The project should be completed in 8 weeks. As the brick is a special order item and takes 6 weeks to be delivered, the 8 weeks excludes the 6 weeks delivery time. Work will commence on the 21st, and if the brick has not arrived, project completion time will commence upon delivery of the brick.
10. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; delayed delivery of building materials and/or products; all special order items must be ordered in advance and readily available; or by neglect of the Owner (delays in decision making process or inability to meet in a timely manner); the time for completion of the work shall be extended for double the period as the delay occasioned by any of the aforementioned causes.
11. This agreement shall be interpreted under the laws of the State of TEXAS.
12. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written above.

Owner(s)  Date 5-8-18

Builder  Date 5-9-18
Miguel Martinez