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"BUILDING YOUR DREAMS INTO REALITY"

TERMS & CONDITIONS

(The following conditions apply to all work performed under this proposal)

1. **Scope of Work:** The work to be performed is limited strictly to the items described in this proposal. Any additional work, modifications, or unforeseen conditions requiring extra labor or materials will be treated as a **change order** and must be approved in writing by both parties before proceeding.
2. **Access to Property:** The homeowner shall provide reasonable access to the property, including power, water, restroom facilities, and clear workspace during regular working hours. Remodeling by Cassard shall not be held responsible for delays caused by lack of access or obstructions within work areas.
3. **Scheduling & Delays:** Remodeling by Cassard will make every effort to complete the project within the estimated timeframe. However, the company is not responsible for delays due to weather, supply chain interruptions, unavailable materials, unforeseen structural issues, or other factors beyond its control.
4. **Change Orders:** Any request by the homeowner for additional work, scope revisions, or material changes must be submitted and approved as a **written change order** prior to execution. Change orders may affect both the project cost and completion timeline.
5. **Payments:** Payment terms are as stated in the proposal. Late payments beyond seven (7) days of due date may be subject to a **1.5% finance charge per month** (18% annually). Final payment is due immediately upon substantial completion of the work. Failure to remit final payment may result in a lien being placed on the property in accordance with Texas Property Code §53.
6. **Material Handling & Ownership:** All materials purchased or supplied by Remodeling by Cassard remain the property of the contractor until full payment is received. Materials left on-site shall not be reused, altered, or removed by any other party without written authorization.

7. **Existing Conditions:** Remodeling by Cassard is not responsible for damages or additional work resulting from hidden or pre-existing conditions, such as uneven subfloors, moisture intrusion, structural deficiencies, or pest damage discovered during the course of work. Necessary corrective measures will require written approval from the homeowner as a change order.
8. **Cleanup & Disposal:** All debris directly generated by the outlined scope of work will be removed from the job site and disposed of at an approved facility. Normal jobsite dust and residue from demolition or sanding will be cleaned to a broom-swept condition.
9. **Warranty:** Remodeling by Cassard provides a **one-year warranty** on labor from the date of completion. This warranty covers defects in workmanship only. The warranty **does not cover** damage caused by misuse, neglect, moisture exposure, improper maintenance, or alterations made by others. All manufacturer warranties apply solely to the materials provided and will be honored according to the manufacturer's terms.
10. **Liability & Insurance:** Remodeling by Cassard maintains general liability coverage and will exercise reasonable care to protect the property during the performance of work. The company is not responsible for incidental or consequential damages, including but not limited to loss of use, delays, or interior decor disruptions during construction.
11. **Client Responsibilities:** The client agrees to remove personal belongings, furniture, and fragile items from work areas prior to project start. Remodeling by Cassard is not responsible for damage to items not removed or adequately protected by the client.
12. **Termination of Contract:** Either party may terminate this agreement with written notice if the other party materially breaches its obligations. The client shall pay for all work completed and materials purchased up to the date of termination.
13. **Dispute Resolution:** Any dispute arising under this agreement shall first be attempted to be resolved amicably between both parties. If unresolved, disputes shall be governed by the laws of the State of Texas and handled in **Montgomery County, TX**, under binding arbitration.
14. **Entire Agreement:** This proposal, including these Terms & Conditions, constitutes the full agreement between Remodeling by Cassard and the client. No verbal statements or promises shall modify the terms herein unless confirmed in writing by both parties.