

Exhibit A



**SOUTHERN BUILDERS OF LOUISIANA, INC.
SINGLE FAMILY HOME BUILDING TURN KEY CONTRACT**

This Agreement is made this 24th day of June 2022, by and between Tiffany and Nicholas French herein called the Owner(s) and Southern Builders of Louisiana, Inc. herein called Contractor for a project at 2326 North Robertson in New Orleans, La. herein called the Home. Whenever the word "Owner" is used in this agreement, it shall be construed to include multiple owners. Any Owner may sign any document or change order on his or her own behalf and on behalf of the other, and the signature shall be binding on all Owners.

Owner further designates Nicholas French as Owner's authorized representative on whom Contractor may rely, without seeking any additional authority, for any and all instructions and/or decisions in any way related to the construction, including but not limited to instructions and/or decisions relating to selections, changes, field changes, etc.

Owner acknowledges and agrees that no member, representative, manager, officer and/or employee of Contractor is a party to this agreement and/or personally liable for any performance hereunder. Owner therefore waives any and all claims against any and all individual stockholders, representatives, managers, officers and/or employees of Contractor arising out of or in any way related to this contract and/or any performance thereunder, or the breach thereof, whether sounding in contract, tort or otherwise.

The Contractor and the Owner agree as follows:

**ARTICLE I
CONTRACT DOCUMENTS**

1.1 Contract Documents. The Contract Documents consist of this Agreement, Scope of Work, Written Specifications, if any issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications and Change Orders issued after the execution of this Agreement; these form the Contract and are incorporated herein by reference. The terms of this Agreement shall prevail over any conflicting provisions in the documents incorporated by reference. If a conflict exists between the Plans and Specifications, the Specifications shall govern. Owner understands and agrees that Contractor is not affiliated with the architect/designer and assumes no liability for errors or omissions in the plans or design. Interpretation of the plans shall be at Contractor's sole discretion.

1.2 Change Orders. Without invalidating this contract, the Owner may request changes in the work and at the Contractor's discretion the Contractor may perform the work. Changes, overages or overages to the Budgeted Customer Selections should be in writing and agreed upon by the Owner and the Contractor. Overages, if any, will be due at the time of authorization

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of the change. In the event that the Owner makes changes without knowledge or agreement of the cost of the change or without the Contractors knowledge of the change or the amount of the change, the Owner will be responsible for the change. The Owner agrees to make requests concerning any changes, additions, or alterations in the work to the Contractor.

**ARTICLE II
SCOPE OF THE WORK**

2.1 The Work and Construction Standards. The Home to be built pursuant to this Agreement will be Restored according to the Scope of Work provided by the **Builder**. Subject to change orders and field changes in the Contractor's discretion, and will comply with the building code that is in effect at the time this agreement is signed. Any changes to the Contract Documents required as a result of any changes in applicable codes shall be the responsibility of the Owner.

See Scope of Work Attached (Exhibit B)

2.2 Owner's Work. Owner agrees not to perform any work at the Home until after contractors' completion and final payment. In the unlikely event that Contractor allows Owner to perform certain items of construction directly and/or to directly engage Owner's own subcontractors, laborers, suppliers and the like for the same (hereinafter "Owner Work"), Owner specifically agrees that, notwithstanding the Specifications, Owner Work and/or any other provision herein:

a. Southern Builders of Louisiana, Inc. is, in fact and for the portions of work it has performed, the builder of the residence as that term is defined by La. R.S. 9:3143(1).

b. Contractor's warranty shall exclude all Owner Work. Owner further acknowledges and agrees that Contractor assumes no liability nor responsibility to educate Owner as to the nature of Owner Work; to correct and/or repair any condition, defect, deficiency, or lack of fitness as to Owner Work; for any code violations relative to Owner Work; to oversee, supervise and/or approve Owner Work; and/or to correct, at its own expense or otherwise, any condition, defect, deficiency or damage caused by Owner Work.

c. Owner further agrees to directly employ or engage only those subcontractors, laborers and the like who are licensed and insured.

2.3 Changes by Government Order. Any change in plans or specifications required by any government or inspector which increases the cost of construction will be an additional cost and will be paid for by the Owner. Any order of any government prohibiting or stopping construction will excuse the obligation of the contractor to complete the work. If the entry of the government order was not the fault of the Contractor, the Owner will pay to Contractor the actual costs plus profit and overhead for any work contracted or performed by the Contractor at the time of the government order.

**ARTICLE III
CONTRACT PRICE AND PAYMENTS**

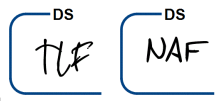


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3.1 Contract Price. The Owner agrees to pay the total Contract Price for all labor and materials furnished and work performed by the Contractor of **\$ 175,000.00**, subject to additions and deletions by Change Order, together with any additional costs including, but not limited to, amounts for field changes, extra work, overages to the Budgeted Customer Selections, **and/or escalated costs of materials.**

3.2 Budgeted Customer Selections. The Budgeted Customer Selections include both materials and sales tax unless expressly noted otherwise. The parties agree that the Budgeted Customer Selections are not to be construed as bids by the Contractor and that the Budgeted Customer Selections may vary from the actual cost based on the Owner’s selections. If the cost of the Owner selected materials or their installation exceeds the Budgeted Customer Selections, the amount of that excess will be a change order and due upon selection.

3.3 Payments. The contract price will be paid as follows:

A. Deposit of \$3500.00 is due at contract signing. The deposit is nonrefundable and shall not be considered as earnest money.

3.3.1 The Owner agrees to make the progress payments within **five (5)** days of request by the contractor. Payments are made upon line item percentage of completion. Payments due and unpaid shall bear interest (at the maximum legal rate) payable to the Contractor from the date the payment is due. If the Owner fails to pay the Contractor within **seven (7)** days of the date the payment is due the Contractor may stop the work. The Contractor may keep the job idle until such time as payments that are due to the Contractor are paid in full. All draws governed by NCF’s Site-Built Construction Draw Disclosure.

3.4 Acceptance, Final Payment, and Occupancy. Upon Substantial Completion the owner agrees to execute a certificate of substantial completion. Owner agrees not to occupy the Home until the contractor is paid in full.

3.5 Partial Payment. In the event the contractor has substantially performed the work necessary to make a particular stage draw, but one or more items have not been completed, then the contractor shall be entitled to a partial draw in any amount equal to the percentage of such stage completed by the contractor.

3.6 Escrow Agreement. If the Owner is financing the construction cost of the Home, the Owner and Builder agree to verify funds and coordinate timely payments through a reputable town bank (hereinafter the “Bank”). Builder is not obligated to commence work until the deposit is made.

**ARTICLE IV
TIME AND COMPLETION**

4.1 Commencement. The Contractor will commence work after Contractor’s loan approval is

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received by the Contractor in writing from Contractor’s lender (if applicable), after the building permit is issued by the Parish and a Notice of Contract has been recorded with the Recorder of Mortgages. Commencement may consist of applying for permits, ordering materials, contacting subcontractors and the like.

4.2 Substantial Completion. Substantial completion occurs when the Home is suitable for the purpose for which it was intended.

4.3 Completion. Substantial completion is estimated to be within 150 working days after the completion of foundation. In the event that there is a delay in work due to an government agency, weather conditions, labor shortages, material shortages, change orders, Owner delays, acts of war, acts of terrorism or acts of God the date of completion shall be extended accordingly. Failure of Contractor to timely complete shall not be considered default.

4.4 Punch List. Owners are to give a punch list to the Contractor within ten (10) working days after substantial completion, or upon notification by the Contractor. Thereafter, Owners and Contractor shall agree on a final punch list within thirty (30) working days of Owners occupancy. Any and all items not listed on the final punch list will be deemed accepted and thereafter are only subject to the New Home Warranty Act. Owner agrees that the Contractor will not perform any warranty or “punch list” work without complete payment and Punch list shall have no effect on any payment.

4.5 Occupancy. Occupancy of the Home by the Owner shall be deemed to be unconditional acceptance of the Home by Owner and shall release the Contractor from any further obligations pursuant to this Agreement **EXCEPT** 1) completion of Punch List items which could not be completed within the time allowed, and, 2) warranty obligations.

**ARTICLE V
WARRANTY**

5.1 Limited Warranty. Southern Builders of Louisiana, Inc. warrants all workmanship incorporated in the property and improvements against defects for a period of time (1) year from the Substantial Completion Date. This document is binding where defects occur due to normal usage conditions and does not cover willful and malicious damage, damages caused by Acts of God or any other casualties.

5.2 Soil Conditions and Survey. Owner shall be responsible for having the four (4) property boundaries located by a surveyor and the corners of the improvements marked prior to commencement of construction, and a “pre-slab” survey prior to pouring the slab. If the site is located in a flood zone, the contractor is responsible for obtaining a flood zone certificate by a licensed surveyor (as required by metro-code) at the time of forming the slab but prior to pouring the concrete slab. The Owner warrants that the property upon which the residence is to be built conforms to all zoning, planning, environmental, and other building and soil requirements. The Owner warrants that all utilities necessary for the completion of construction are to the property line. Contractor shall have no responsibility for the condition of the soils at the work site or any

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soils or survey related item. Any excavation, filling, or other work required by the Owner other than the usual and customary excavation and grading shall be an additional expense of the Owner. Owner, at his discretion and expense, is solely responsible for testing of the underlying soil conditions and/or soil samples or testing on any other area to determine what type of slab/foundation is best suited for the building site. Owner, at his discretion and expense, is solely responsible for engaging adequate engineering services for the proposed foundation. Owner shall determine before construction begins if additional site work is required because of soil conditions, existing trees and/or tree removal. Both geotechnical and foundation engineering are beyond the contractor's expertise and scope. Therefore, Owner expressly waives any claim against Contractor and/or any representative of Contractor for foundation design or integrity. Further, Pursuant to La. R.S. 9:3144 (B)(10), Owner waives any claim against Contractor for any damages suffered by Owner as a result of soil movement or soil conditions.

5.3 No Implied Warranties. The Owner acknowledges that the Contractor has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representative of the Contractor) that are not included in the contract documents.

5.4 No Liability for Work Constructed According to Plans. In no event shall the Contractor be liable for destruction or deterioration of or defects in any work constructed, or under construction, by him if he constructed, or is constructing, the work according to plans or specifications furnished to him which he did not make or cause to be made and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications. Contractor shall provide no oversight of any plans provided by Owner. Owner shall be responsible for ensuring that plans conform to any and all subdivision restrictions.

If applicable.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

6.1 Selections. Owner agrees to make selections in accordance with the attached Budgeted Customer Selections Sheet. If the Owner does not make selections within the allotted time frames the contractor at his option may make the selection for the owner or hold the job idle until selections are made. Owner agrees if contractor holds job idle Owner will pay contractor the percentage complete of the current draw and will pay contractor any cost associated with the delay. Builder Grade shall mean builder selected.

6.2 Permits and Fees. The Owner shall secure and pay for building permits, licenses, and other similar approvals necessary for the proper execution and completion of the work. If necessary, the Owner agrees to assist the Contractor in obtaining any such permits and licenses by completing all necessary applications and forms. However, if a covenant or an architectural review committee requires the approval of plans and specifications, the Owner shall be responsible for obtaining these approvals and paying for any fees connected with them.

6.3 Insurance. The Contractor shall keep in effect Workers' Compensation and Commercial

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General Liability coverage. The Owner shall purchase and maintain his own liability insurance including flood, fire and casualty insurance and also Builders Risk upon the residence, to the full insurable value and shall name the Contractor as an additional insured.

6.4 Owner's Obligations. The Owner shall (a) furnish all surveys describing the physical characteristics, and utility locations for the residence and (b) secure and pay for easements necessary for the completion of the work. The Owner shall furnish information and services under their control to the Contractor promptly to avoid delay.

The Owner warrants that the property upon which the residence is to be built conforms to all zoning, planning, environmental, and other building and soil requirements. The Owner warrants that all utilities necessary for the completion of construction are to the property line.

6.5 Concealed Conditions. The Contractor is not responsible for subsurface or latent physical conditions at the site or in an existing structure that differ from those (a) indicated or referred to in the contract documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract.

After receiving notice of the condition, the Owner shall investigate the condition within **five (5)** working days. If the parties agree that the condition will increase (a) the Contractor's cost of performance of any part of the work under this contract or (b) the time required for that work, the parties may sign a change order agreement incorporating the necessary revisions, or the Owner may terminate the contract.

If the Owner terminates the contract the Contractor will be entitled to recover from the Owner payment for all work performed, including normal overhead, and a reasonable profit.

6.6 Disputes. Contractor, in its sole discretion, may require that any disputes between the parties arising out of, or relating to this agreement or the breach thereof, or the construction of the residence be mediated, which mediation, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

In the event that mediation is not successful, Contractor, in its sole discretion, may require that any disputes between the parties arising out of, or relating to this agreement or the breach thereof, or the construction of the residence be submitted to arbitration and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6.7 Signage/Social Media. Until the Owner makes the final payment and takes possession, the Owner agrees that the Contractor shall have the right to place signs on or about the property and to show the residence to other prospective clients and customers. Owner hereby grants Contractor and its representatives the right to take photographs, images, voice recordings, and/or other likenesses of Owner and/or Owner's family members, including minor children, in

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connection with the construction of the subject home. Owner further authorizes Contractor and its representatives to copyright, use, edit, alter, copy, exhibit, publish, or distribute said images or recordings in print and/or electronically, with or without Owner's name, for any lawful purpose, including for example such purposes as publicity, print publications, online publications, presentations, websites, social media, illustration, advertising, and Web content, without any compensation whatsoever to Owner for use of and/or relative to same, now or in the future. All such photos and other likenesses are the sole property of Contractor and Owner hereby holds harmless, releases, and forever discharges Contractor and its representatives from all claims, demands, and causes of action which Owner or his or her heirs, representatives, executors, administrators, or any other persons acting on behalf of Owner has, have or may have by reason of this authorization or in any way relative to said likenesses.

6.8 Governing Law and Assignment. This Agreement will be construed, interpreted, and applied according to the laws of the State of Louisiana. This Agreement shall not be assigned without the written consent of all parties.

6.9 Effective Date and Signature. This Agreement shall become effective on the day it is signed by both parties.

6.10 Ambiguities. Any ambiguous terms or contents of this agreement shall not be construed against the Contractor.

6.11 Attorney's fees. If either party to this contract defaults, the defaulting or non prevailing party shall be liable to the other party for all costs, including reasonable attorneys' fees, incurred in enforcing or defending any rights or obligations created by this agreement.

6.12 Heirs, Assigns and Successors. All agreements and stipulations herein contended, and all obligations herein assumed, shall inure to the benefit of and be binding upon the Heirs, Assigns and Successors of the respective parties hereto.

6.13 Indemnity. The parties agree that Owner will only be allowed on the jobsite by appointment during normal business hours and Owner agrees to indemnify and hold harmless Contractor in the event any claim, demand, suit, right or cause of action is brought, by any person, firm or corporation arising out of this contract or the work. Owner shall, to the fullest extent provided by law, indemnify and hold harmless the Contractor from any claim, liability, or costs (including reasonable attorney's fees and costs of defense) for any and all damages, economic loss, property damage, bodily injury, mental anguish, and/or any other loss to Owner, guests, or others arising or allegedly arising from the work and/or under this Contract.

6.14 Termination. Contractor shall be entitled to terminate this contract without penalty and the cost of all work performed, authorized and/or material in place, and/or ordered at that time plus 20% profit. In the event that Owner terminates this contract, the Contractor shall be entitled to the cost of all work performed, authorized and/or material in place, and/or ordered at that time plus 20% profit along with reasonable overhead, profit on the work not executed, and costs incurred by reason of such termination.

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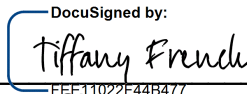
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We the undersigned, have read, understand, and agree to each of the provisions of this Agreement. Owner acknowledges receipt of "Notice of Lien Rights" required by Louisiana R.S. 9:4852 and of a copy of the Louisiana New Home Warranty Act, La. R.S. 9:3141, et seq.

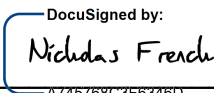
Southern Builders of Louisiana, Inc.

By _____
Authorized Signature - Southern Builders

By Lena Erickson _____ 6/24/2022 _____
Print Date

By  _____ 6/27/2022 _____
Owner Signature Date

By Tiffany French _____ 6/27/2022 _____
Print Date

By  _____ 6/27/2022 _____
Owner Signature Date

By Nicholas French _____ 6/27/2022 _____
Print Date

Southern Builders of Louisiana, Inc.'s Louisiana State Contracting License Numbers and Classifications: Commercial License 50610; Residential License 880170.