

BUILDING CONTRACT

between

**WESLEY H. LONSBERRY
& STEPHANIE D. LONSBERRY**

and

SCHROEDER CONSTRUCTION, LLC

STATE OF LOUISIANA
PARISH OF ORLEANS

BE IT KNOWN, That on this 20th day of June in the year two thousand twenty-two before me, the undersigned, **(A NOTARY PUBLIC WAIVED)** in and for the Parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, Personally came and Appeared:

OWNERS, STEPHANIE D. LONSBERRY, wife of and WESLEY H. LONSBERRY, domiciled at 6044 Louisville St., New Orleans, Louisiana 70124; hereinafter called the Party of the first part; and

CONTRACTOR, SCHROEDER CONSTRUCTION, LLC and JOHN E. SCHROEDER, individually, domiciled at 1000 Veterans Blvd., Suite 214, Metairie, Louisiana 70005; Contractor and Builder, and hereinafter called the Party of the second part; who severally declared that they have entered into the following contract, and agreement, to wit:

The said SCHROEDER CONSTRUCTION, LLC AND JOHN E. SCHROEDER, Contractor and Builder does hereby covenant and agree with the party of the first part, to renovate and finish in a good, perfect, and workmanlike manner, and to deliver to the party of the first part, free from all claims and liens, one expanded and remodeled residence consisting of 8 rooms, 3 full baths, and attached carport as per plans (17 pages) prepared by Jessica Becker, Architect, dated 03/10/2022 (Project #21220); upon the ground owned by said party of the first part, situated in the Parish of Orleans, State of Louisiana, in that part thereof known as Lake Vista Subdivision, on Lot 36/37 , Square #11, Second District, bearing municipal number 12 Thrasher Street.

The whole of said work is to be performed in accordance with the plans and specifications, signed by said parties hereto, and which, after having been paraphrased "Ne Varietur" by me, Notary, for identification herewith and were delivered to said party of the first part, as they hereby acknowledge.

Said work is done in strict accordance with said Plans and Specifications subject to changes and modifications as directed by Owners and under the direction of John E. Schroeder.

The Plans and Specifications are intended to cooperate, so that work exhibited in one and not in the other, or vice-versa, shall be executed the same as if set forth in both, without any extra charge whatsoever. It being understood that the Plans and Specifications are to be produced whenever said parties shall require same, and to be returned to said party of the first part when said work is finished.

All work of any kind whatsoever and changes in the Plans and Specifications by Owners shall be acceptable by Contractor unless a violation of codes. The cost, if any, will be added to fees charged. If needed by Contractor, written consent of the party of the first part (Owners) will be given.

Should any dispute arise respecting the true construction or meaning of the Plans and Specifications, the same shall be decided by Jessica Becker, Architect (preparer of said plans) and her decision shall be final.

The Project work done shall be at the risk of The Contractor until delivery to The Owner. The Owners agrees to furnish, at their own expense, builder's risk insurance in such amounts as to fully cover the costs of replacing The Project. This insurance will be continued until final delivery of The Project. This insurance is to be issued in the name of the Owners, and Lender with the Contractor as additional insured. All insurance furnished by The Contractor will not cover any subcontractors contracted directly with The Owner for any work done on the property.

The Contractor shall also furnish certificates evidencing workmen's compensation insurance and general liability insurance during the term of this Contract.

Said Contractor shall furnish all labor, materials, tools, appliances, scaffolding, cartage, etc., of every description to do the work, and deliver the same free from all liens and claims whatever, in perfect repair, broom-clean and complete within 214 working days (excludes Sundays & Holidays) from the date of commencement subject to extensions of time for rain delays and any delays due to the special order of materials selected by Owner or delays by Owner in the selection process or changes or omissions. Contractor to notify Owner in writing of such delays within 48 hours of occurrence. The date of commencement of this Contract is the date the new Building Permit is issued by the City of New Orleans.

It is agreed, that should said Contractor fail to finish said work on or before the time specified, he shall pay to or allow the said Owner to keep out any sum due him on the contract, by way of liquidated damages the sum of (\$60.00) Sixty dollars per diem, for each and every day thereafter that the said work shall remain incomplete.

The said Contractor binds himself to hold said Owners harmless from all claims for damages resulting from injuries to workmen or others from any source whatsoever relative to the construction being performed.

And in consideration of said work to be performed and labor and material to be furnished as aforesaid, the said party of the first part binds and obligates themselves to pay the said party of the second part, said Contractor and Builder, the sum of monies determined as follows:

This is a **Fixed Price Contract**, as such, all payments from Party of the first Part, Owners et al shall be paid to Party of the second part, Contractor, on a monthly basis. Contractor to submit a written request for payment by the 5th day of each month commencing at the end of the first month of the contract period, and each and every month thereafter until completion of said construction and thirty days thereafter. All payments to be made by Owners et al within five days of receipt of monthly invoice. Contractor has the right to suspend construction at any time due to late payments with an extension of time for completion with no penalty. A Deposit in the amount of \$5,000.00 has been paid by Owners et al to Contractor this date at execution of this Contract. This amount, \$5,000.00, will be credited back to Owners et al (deducted from the amount due) on the second monthly invoice submitted by Contractor to Owners. **The TOTAL CONTRACT AMOUNT is: (\$180,000.00) ONE HUNDRED EIGHTY THOUSAND DOLLARS** payable in monthly installments of \$30,000.00 each month.

It shall be the sole responsibility of the party of the first part to obtain all necessary permits, and certificates required by the Orleans Levee District, Parish of Orleans, & City of New Orleans, and to comply in every respect with the laws and ordinances of the Parish of Orleans, State of Louisiana. Party of the second part to request and comply with any inspections needed.

Provided, that in each case of said payments, at the option of Owners, a certificate may be obtained from the Architect, or any other expert selected by said Owner, that the work has been done in strict accordance with said Plans and Specifications and the payments are properly due; said certificate, however, in no way lessening the responsibility of said Contractor, neither shall it exempt him from liability to replace the work, if afterwards discovered to have been improperly done or not according to said Plans and Specifications, whereupon all claims of said Contractor hereunder shall cease and the said Owner may provide material and workmen sufficient to complete the said work, after giving seventy-two hours notice, in writing, directed and delivered to said Contractor in person, or at his residence or place of business, and the expense of the notice, and the completing of various works, together with all costs, charges or attorney's fees incident to the completion of enforcement of this contract shall be a charge lien against said Contractor, and may be deducted from the amount due or to become due him and in such case no scaffolding or fixed tackle of any kind shall be removed, so long as the same is wanted for said work. Said Owner shall not be liable or accountable to said Contractor in any way for the manner in which he may have completed said work, nor shall the remedies and rights above given be construed as a substitute or a waiver of any of the legal rights of said Owner against said Contractor growing out of this contract.

In the event of the delay of said work from rains, strikes or other unavoidable delays as described previously, beyond the control of the said Contractor, he, said Contractor, shall be entitled to an additional length of time corresponding to the time lost by reason of such delays, provided that said Contractor shall not be entitled to such extension unless said party of the first part shall be notified of such delay in writing within forty-eight hours from the time such delay shall have been occasioned and the reason thereof.

The cancellation of all liens and claims that might be recorded against said property, growing out of the contract, shall be at the cost and expense of said Contractor, and the cost of the same may be retained by said Owner from payments due or to become due.

And now comes who are made a Party to this Contract of construction, and is bound with Owners, Party of the first part, IN SOLIDO, for the faithful execution of all the obligations to be performed on the part of the Party of the first part, and furthermore waives all rights to a release from the obligations as set forth in the above matter.

THUS DONE AND PASSED in duplicate original in the Parish of Orleans, as aforesaid, competent, and of sound mind and body.



OWNER – WESLEY H. LONSBERRY



OWNER – STEPHANIE D. LONSBERRY



CONTRACTOR –
SCHROEDER CONSTRUCTION, LLC
By: John E. Schroeder, President-Owner