

## **Repair Contract**

THIS CONTRACT is made and entered into on October 17, 2022, by and between FHU Investments/Floyd Hurts, 933-935 Leboeuf St, New Orleans, Louisiana 70114 hereinafter referred to as the Owner, AND Orishas Construction & Renovation LLC, PO Box 1748, Harvey, Louisiana 70059 hereinafter referred to as the Contractor to perform certain repair services at the following location 933-935 Leboeuf St, New Orleans, Louisiana 70114. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

### **1. Term.**

The Owner and the Contractor agree that this Repair Contract between the parties is for repair service that shall commence on, October 24, 2022, and complete on May 31, 2023. Said Contract may be extended and /or renewed by agreement or all parties in writing thereafter. Time is of the essence.

### **2. Repair Services Provided.**

The Owner hereby agrees to engage the Contractor to provide the Owner with repair services consisting of:

Drywall, Flooring, Cabinetry, Painting, and Bathroom Tile

### **3. Consideration and Payment Terms.**

In exchange for the specified repair service, the Owner shall pay the Contractor an amount of \$52,000.00 by check. Owner agrees to pay Contractor Half Due before commencement of work and the remaining upon completion of all work.

### **4. Independent Contract Status.**

It is agreed that Contractor shall perform the specified work as an independent contract. The Contractor shall maintain his or her own independent business and shall use his or her own tools and equipments.

### **5. License Status Number.**

Contractor shall comply with all state and local licensing and registration requirements for type of activity involved in the specified repair service.

### **6. Work Performance.**

Contractor shall work in a workmanlike manner and in compliance with any and all statutes, laws, rules and regulations of any governmental authority or agency having jurisdiction, and to avoid any disruption of the property.

### **7. Precaution.**

At all times throughout this period, Contractor shall take all necessary precautions to see to it that there is no damage done to the property of the Owner.

### **8. Completion of Repairs.**

Upon the completion of the repairs by the Contractor, Contractor shall see to it that Owners property is restored to the condition it was prior to the entry by the Contractor, and the Contractor shall see to it that all portions used by the Contractor during the term of this Contract shall be broom clean and free of debris.

### **9. Liability Waiver.**

If the Contractor is injured in the course of performing the specific repair service, Owner shall be exempt from liability for those injuries to the fullest extent allowed by law.

**10. Permits and Approvals.**

The Contractor shall be responsible for determining which permits are necessary and for obtaining the permits. Also the Contractor shall pay for all state and local permits necessary for performing the specific work.

**11. Additional Services.**

Owner agrees to pay for any and all additional services requested by the Owner.

**12. Miscellaneous Provisions.**

(a) Applicable Law: This Contract shall be construed under and in accordance with the laws of the Louisiana, and all obligations of the parties created under this Contract are performable in Louisiana.

(b) Parties Bound: This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(c) Legal Construction: In the event, any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) Prior Contracts Superseded: This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

(e) Amendments. This Contract may be amended by the parties only by a written agreement.

(f) Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

(g) Headings: Headings used in this Contract are provided for convenience only and shall not be used to construe meaning or intent

Executed in Duplicate on the above written date.

By:   
FHU Investments/Floyd Hurts

Date: 10/17/2022

By: Quintin Garrus  
Orishas Construction & Renovation LLC

Date: 10/17/2022