

REMODELING AGREEMENT

PARTIES

- This Remodeling Agreement (hereinafter referred to as the “Agreement”) is entered into on 11/04/22 (the “Effective Date”), by and between Mentz Construction Company, Inc., with an address of P. O. Box 24057, New Orleans, LA 70124, (hereinafter referred to as the “Contractor”) and Charles Mentz IV, with an address of 7118 Memphis St., New Orleans, LA 70124, (hereinafter referred to as the “Client”) (collectively referred to as the “Parties”).

TERMS

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “Effective Date”) and will end on 05/31/23.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

PREMISES DESCRIPTION

- The Parties agree that the location of the premises that is to be remodeled by the Contractor is at 616-18 N. Bernadotte, New Orleans , LA 70119

WORK DESCRIPTION

The Parties agree that the Contractor will provide the following services to the Client:

1. \$19,000 - Four Bedrooms and Two Hallways- Walls, ceilings, trim, door and window framing mend and paint
2. \$14,000 - Two Living Rooms - Walls, ceilings, trim, door and window framing mend and paint
3. \$33,000 - Five and One Half Bathrooms - Remodel and renovate
4. \$17,000 - One Kitchen - Remodel and renovate
5. \$2,000 – Other Kitchen - Paint
6. \$12,000 – Wood Floors - Refinish
7. \$6,000 - One Dining Room - Wall, ceilings, trim, door and window framing mend and paint
8. _____

PRICE AND PAYMENT

- The Client agrees to compensate the Contractor an amount of \$103,000 total and the Contractor further agrees to invoice the Client for the proportional amount of work at the end of each month.
- The Parties agree that in the event that the invoices are not paid within thirty days of receipt, the Contractor will be entitled to charge a late fee of 0.5%.

DATE OF COMPLETION

- The Parties agree that the date of completing the services by the Contractor will not be later than 05/31/23.

PERMITS AND LICENSES

- The Parties hereby agree to comply with all the regulations and laws, if any, relevant to the licensing and registration requirements for the remodeling of the premises.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Louisiana.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of Louisiana.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

DISCLAIMER OF WARRANTIES

- The Contractor warrants to complete the Services listed in this Agreement as per the Client's requirements and specifications. However, the Contractor does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other similar benefits.

- In addition to the above, the Contractor holds no responsibility towards the Client in the event that the delivered work doesn't lead to the Client's desired results.

LIMITATION OF LIABILITY

- Under no circumstances will either Party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

CONTRACTOR

CLIENT

Name: Mentz Construction Company, Inc.

Name: Charles Mentz, IV

License #: 53373

Signature: 

Signature: 

Date: 11/04/22

Date: 11/04/22