

HINDING TENNIS CONTRACT

HINDING TENNIS, LLC

24 Spring St., West Haven, CT 06516 info@hindingtennis.com

203-285-3055

CT Lic #574832

Owner Name: Point O’Woods Association

Telephone: 860-575-2692

Billing Address: PO BOX 152
South Lyme, CT 06376

Site Location: Champion Road
South Lyme, CT 06376

Description of Work to be Performed: Furnish all materials, labor and insurance to perform the HINDING TENNIS Court Repairs

Projected Completion date (weather permitting): June 15, 2021

Price and Payment: Contractor proposes to perform the Work for:

\$ 6,436.00

Base Price

\$ Exempt

Additional CT State Labor Tax (to be paid in full with first installment)

\$ 6,436.00

Total Price, Payable As Follows:

\$ 3,218.00

50% ‘Down payment’ of 50 % due on the date of contract signing

\$ 3,218.00

Balance upon completion of project

Note: We schedule work, and accept or decline other work, based on when we receive signed contracts and deposits. **The Initial Deposit is, therefore, NON-REFUNDABLE after the three-day rescission period (described more fully below) has expired.**

Contractor will furnish all equipment, machinery, material, tools and labor in accordance with the above *Description of Work to be Performed*. *Price will include:*

Mobilization \$ 187.00

Surface Cleaning \$3,499.00

Riteway Crack Repair \$1,550.00

Touch Up Color and Lines \$1,200.00

Any alterations or deviations from the *Description of Work to be Performed* will be performed only upon execution of a written Change Order by all parties and will be charged separately to Owner over and above the Price stated above under the terms and conditions of this Contract.

If full payment is not made within 60 days of completion, this will nullify and void the warranty, if any. All unpaid balances are subject to a 1.5% per month service charge for any unpaid balances after 30 days. Owner shall pay reasonable attorneys' fees and court and collection costs if legal action is taken by Contractor or its assigns to collect amounts due under this Contract.

Contractor shall not be responsible for delays (including delays in the Start Date and Completion Date) caused by weather, strikes, delivery delays, material unavailability or other factors beyond its control. Contractor will carry workers' compensation and public liability insurance throughout the term of this Contract. Owner shall carry general casualty/catastrophe insurance, and shall bear all risk of loss with regard to all Work, including all labor, material and work-in-progress, in the event of loss by casualty or catastrophe.

Contractor discloses that no owner of Contractor has been a shareholder, member, partner or owner of any other corporation, limited liability company, partnership, sole proprietorship or other legal entity which has been a new home construction contractor or a home improvement contractor under Connecticut law within the last five years.

We reserve the right to take before, during & after photos of your particular job & use photos for marketing purposes. We will never give out your name or street address without your consent.

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT). THIS TRANSACTION IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION ACT AND THE IMPROVEMENT ACT OF THE CONNECTICUT GENERAL STATUTES. THIS INSTRUMENT IS NOT NEGOTIABLE.

Contractor: HINDING TENNIS, LLC

By Thomas P Hinding, its Owner. Date: 3/24/2021

This Contract is accepted by Owner(s) on the date indicated below. The latest date on which an Owners signs this agreement is the date of this transaction:

By: _____ Date: _____
Print name Sign

By: _____ Date: _____
Print name Sign

THE FOLLOWING PAGES ARE ONLY USED TO CANCEL THE CONTRACT WITHIN THREE (3) DAYS AFTER SUBMITTING A SIGNED COPY OF THE PRECEDING PAGES. DO NOT SIGN NOR REMIT THEM IF YOU WOULD LIKE THE JOB TO PROCEED AS DESCRIBED.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE OF THE TRANSACTION. THE DATE OF THIS TRANSACTION IS _____.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR EITHER AT YOUR RESIDENCE OR AT THE PLACE OF DELIVERY, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT; OR YOU MAY, IF YOU WISH, COMPLY WITH CONTRACTOR'S INSTRUCTIONS REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO THE CONTRACTOR, HINDING TENNIS, LLC, 24 SPRING ST., WEST HAVEN, CT 06516 NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. THE LAST DAY YOU CAN SEND THIS NOTICE IS _____.

I HEREBY CANCEL THIS TRANSACTION THIS _____ DAY OF _____, 20__.

X _____
OWNER

X _____
OWNER

The undersigned acknowledge receipt of two copies of this Notice of Cancellation on the Transaction Date listed in the first paragraph above:

X _____
OWNER

X _____
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