

CONTRACT

BELLAIRE PROPERTIES INC. (the "Builder"), and the undersigned Subcontractor (the "Subcontractor"), agree that the Subcontractor shall subject to the General Conditions and the Notice to All Trades forming a part hereof, supply all of the labour, materials, services, tools and/or equipment to perform the Work described on Schedule B attached hereto with respect to the Project, in accordance with Builder's plans, drawings and specifications, copies of which have been inspected by the Subcontractor. The Subcontractor acknowledges that the Work can be satisfactory performed with no extras or charges. Builder shall subject to the said General Conditions, pay to the Subcontractor in full payment for the Work, the Unit price and Price indicated below. As specifically provided herein, the Price is exclusive of all duties and Government Taxes (including H.S.T.) applicable, which will be calculated on the price herein and the Subcontractor shall commence its work upon two days' notice, writing or otherwise, and to complete such work at such times and in such manner as may be required by the Builder.

OCCUR, YOU WILL BE NOTIFIED BY FAX.

Terms of Payment: As per section 2 of General Conditions attached herein..

SUBCONTRACTOR:

BASECRETE INC.

396 Chrislea Road

Woodbridge, Ontario L4L 8A8

Contact: Andrew Bifulchi & Tony Smeriglio

H.S.T NO.

W.S.I.B. NO.

Laibility Insurance: Insurance Co.:

Policy No.

Expiry Date:

The Subcontractor agrees to maintain and notify in writing of any change on the above.

Date:

Expiry Date: End Of Project

CODE NO.

1050

Foundation Walls

pH 1.2-5

[illegible]

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	MODEL NAME	Sq.Ft.	Elev. A	Elev. B		
47'Lots	ARROWHEAD	2650	\$16,968.00	\$16,968.00		
	BALSAM	2740	\$16,666.00	\$16,666.00		
	CARLYLE	2950	\$18,280.00	\$18,280.00		
	CARLYLE W OPT BASE	2950	\$17,462.00	\$17,462.00		
	KAHSHE	3000	\$17,991.00	\$17,991.00		
	MADAWASKA CORNER	3190	\$18,584.00	\$18,584.00		
	NIPISSING	3210	\$16,998.00	\$16,998.00		

ALL WORK MUST MEET ONTARIO BUILDING CODE REQUIREMENTS AND PASS CITY INSPECTION. Additional information as per attached Schedule.

Accepted this 20 day of May, 2021

BELLAIRE PROPERTIES INC.

Per: 
Authorized Signing Officer

Accepted this 21 day of May, 2021

Per: 
Authorized Signing Officer

March 11, 2021



Lormel Homes Ltd.
331 Cityview Blvd., Suite 300
Vaughan, ON L4H 3M3
Tel: (905) 832-2023 (Ext 217)
Fax: (905) 832-1926
Janine@LormelHomes.com

Project: CARSON'S CREEK – INNISFIL

FOUNDATION NOTES

INCLUSIONS

1. CLEAN AND POUR FOOTING
2. FORM AND POUR WALLS AT HEIGHTS AND THICKNESSES AS INDICATED ON THE PLANS
3. MAXIMUM EXTERIOR FOOTING SIZE = 20"X6"
4. WALL HEIGHTS WILL NOT EXCEED A MAXIMUM OF 7'-10"
5. SLAB ON GRADE UNITS TO BE 5'-6"
6. SUPPLY 15MPa CONCRETE FOR FOOTING
7. SUPPLY 15MPa CONCRETE FOR WALL
8. SUPPLY STANDARD 6" ANCHOR BOLTS
9. SUPPLY WEEPING TILE + GRAVEL COVER
10. SUPPLY DAMPROOF SPRAY
11. SUPPLY DRAINAGE WRAP
12. SUPPLY CONCRETE PUMP
13. INSTALLATION OF REBAR @ WINDOW & STAIR OPENINGS ONLY (SUPPLIED BY BUILDER)
14. SUPPLY BRUSHCOAT

EXCLUSIONS

15. FOOTING TO BE FORMED BY OTHERS
16. FOOTING TO BE STRIPPED BY OTHERS
17. FORM AND POUR FRONT STEPS/WING WALLS (MEASURED ON SITE, CHARGED @ \$80.00/FT)
18. BUILDER TO SUPPLY ALL REBAR, CUT AND BENT ACCORDINGLY
19. BUILDER TO PROVIDE ALL SITE SURVEYING
20. BUILDER TO SUPPLY ALL INSERTS, HANGERS, SLEEVES, VENTS, AND WINDOW FRAMES
21. BUILDER TO PROVIDE ALL EXCAVATION, BACKFILL, AND ANY NECESSARY DEWATERING

Terms

100% Upon Completion - Net 30 days
Winter Heat - November 1 to April 15
All Prices subject to HST
Expiry Date: December 31, 2021

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6. INVOICING – all INVOICES must be RECEIVED in our OFFICE on the 15th of the month in order to be paid at the end of the following month. Invoices must have proper back-up / completion slip or purchase order (original copies ONLY) they must be signed by the site supervisor, failure to follow these steps will cause invoices to be returned. Contract amounts and extras to the contract are to be invoiced separate and invoices must indicate the proper site.

9. GARBAGE REMOVAL: Our supervisor will direct you to the garbage area. Each trade must clean their own garbage once house is completed. Either put in the garbage box or in one pile, see site foreman if not done. There will be a charge of 125 per house without notification.

10. MEETINGS will be held once a month at 6:30 a.m. at the construction trailer, the foreman from each trade must attend. It is imperative that all trades attend.

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NOTICE TO ALL TRADES

11. The foreman for each trade will be held responsible to see that their workers are wearing the **PROPER ATTIRE ON THE JOBSITE**, in accordance with the Ontario Safety Association and the Workers Compensation Board. Any worker who is not wearing the proper safety attire will be removed from the job site at once, and any fines from the WSIB will be the responsibility of the trade for whom they work. If we are issued a Stop Work Order by the inspector due to poor workmanship **ALL** costs for loss of time and other will be back-charged accordingly.
12. All Trades are responsible to ensure that work is carried out as per "PACKAGE J" SPECIFICATIONS. Any inspections or test that does not pass and Trades at fault will be back-charged \$650.00 and will be notified accordingly.
13. Any items outstanding on the Service Memos from our Service Department, payment will not be released until it has been rectified.
14. Any trades that start working on a house and notice any issues that have been done by previous trade, **DO NOT START, report to supervisor, if you do continue you will be back-charged for any cost that occur.**
15. Each trade that receives construction site memos, if not completed by set date there will be a back-charge that is non reversible.

GENERAL COMMENTS FOR ALL TRADES:

- The Contractor agrees that any damages to the air vapour barrier caused during installation will be restored to an air-tight assemble with products approved for this purpose. (Low expansion foam, Acoustical Sealant, Sheathing Tape, etc.).
- The header wrap is not to be cut or damaged in any way except as required to install services. Any cuts to Header Wrap shall be made perpendicular to the installation with a sharp utility knife.
- Subcontractor will only cut holes with tools designed to cut holes. Holes are to be no longer than ¾" diameter than the penetration item for holes leading to unconditional spaces.
- The use of chainsaws is prohibited on this site.
- All trades are required to attend (IF REQUIRED) training session.
- The latest revisions to Tarrion Warranty Program Plan Act, Ontario Building Code (O.B.C), National Building Code (N.B.C), and any other municipal revisions will be in effect of this project.

Accepted this 20 day of MAY, 2021

Bellaire Properties Inc.

Per: 

Authorized Signing Officer

Accepted this 21 day of MAY, 2021

Per: 

Authorized Signing Officer

GENERAL CONDITIONS

1. DEFINITIONS

1.01 In this Contract, unless there is something in the context inconsistent therewith, the following terms shall have the following meanings:

- (a) "General Conditions" means these terms and conditions which apply to this Construction Contract;
- (b) "Contract means the contract resulting from the acceptance of this Contract and the General Conditions and any plans, drawings, specifications or addenda that are annexed hereto or issued by the Builder to the Subcontractor;
- (c) "Work" means all the labour, material and services offered to be provided by the Subcontractor to the Builder in order to perform the Project on the terms and conditions described in this Construction Contract;
- (d) "Site" means the general location and conditions where the work is to be performed by the Subcontractor;
- (e) "Project" means the project described in this Construction Contract.

2. PAYMENT

2.01 Payment (less 10% holdback) will be made by the Builder to the Subcontractor, approximately forty-five to sixty (45-60) days after the receipt of an invoice covering the value of the work completed and invoiced by the Subcontractor. **Invoices received by the 15th of each month will be paid the end of the following month.** The ten percent (10% holdback will be paid after the lien rights have expired, all as per Paragraph 3. **Release of holdback also requires updated WSIB clearance certificate, certificate of insurance, statutory of declaration and an updated statement of account.**

2.02 For the purposes of the Construction Lien Act, each individual unit (Lot or Building) on or in which the Subcontractor performs the work described in this contract shall be considered as comprising a separate contract. All invoices shall be accompanied by a Completion Certificate signed by the job superintendent of the Subcontractor certifying that the portion of work covered by the Completion Certificate has been inspected by him and is completed in every respect before approval by our superintendent.

2.04 **All invoices improperly submitted (without proper backup such as a purchase order or completion certificate (original copies only) signed by the superintendent on site confirming that all work is complete, will not be processed and returned to your office. Please do not leave it up to the site super to hand in any back-up information to the office, it must be received attached to your invoice at the time it is sent in.**

2.05 Extras for labour or material will not be accepted unless a Purchase Order has been written showing the agreed cost of the extra before the extra work or material is to be supplied.

2.06 **ALL EXTRAS to the contract must be invoiced separately and not on the same invoice as the Contract Agreement work. (Each invoice with proper back-up approved by the supervisor on site.**

2.07 Purchasers Extras Sheets issued to the Subcontractor will be the authorization to proceed with such works as detailed thereon.

3. CONSTRUCTION LIEN ACT (ONTARIO) HOLDBACK

3.01 The Builder shall retain a holdback out of each payment due to the Subcontractor hereunder in accordance with the provisions of the Act of 10% of such payment, plus any amount in respect of which the Builder has received a written notice of lien, (as that term is described in the Act). In addition where the Contract has been certified or declared to be substantially performed but labour, materials or services remain to be supplied to complete the Contract, the Builder shall retain, from the date of such certification or declaration, a separate holdback equal to 10% of the price of remaining labour, materials or services if they are actually supplied under the Contract, until all liens that may be claimed against such holdback have expired, or been satisfied or discharged or provided for, all as provided in the Act.

3.02 Any lien or liens or claim or claims for lien pursuant to the Act shall be deemed to arise and expire solely on a lot by lot basis and under no circumstances may a claim for a general lien be asserted.

4. WARRANTY

4.01 The Subcontractor warrants that the Work shall be completed in a good and workmanlike manner free of any defects in material or workmanship, and shall comply in all respects with federal, provincial, municipal and local building codes, The Ontario New Home Warranty Program, the minimum specifications of the C.M.H.C. and all plans, drawings and specifications provided by the Builder.

4.02 The Subcontractor agrees that during a period of two years following the receipt by the Builder of the final invoice for Work, any failure to perform or rectify a deficiency or defect in the performance of any obligation of the Subcontractor hereunder shall be remedied by the Subcontractor at its sole expense and to the satisfaction of the Builder, provided that the Builder may, upon five days' written notice, and immediately in the case of an emergency, and without prejudice to any other rights, remedy such deficiency or defect or complete such failure to perform and may deduct the cost thereof from payments due to the Subcontractor. In exercising its rights under this paragraph 4.02 the Builder may take possession of any materials, tools or construction equipment owned or leased by the Subcontractor on the Site and use such materials, tools, or construction equipment. The costs of such completion or remedy may be subtracted from any payment required to be made by the Builder to the Subcontractor. If the costs of such completion or remedy exceed any amount owing to the Subcontractor hereunder, the Subcontractor shall forthwith pay, on demand, to the Builder an amount equal to the costs of such completion or remedy.

5. SCHEDULE AND SUPERVISION

5.01 The Subcontractor shall provide a competent person (the "Representative") to supervise and co-ordinate the Work at all times; provided that the Representative and the Work shall at all times be subject to the control and direction of the Builder. Any instruction or directions given by the Builder to the Representative, shall be deemed to be given to the Subcontractor for the purpose of this Contract.

5.02 The Subcontractor agrees to complete each and every portion of the Work on or before the time or times specified by the Builder from time to time. If the Subcontractor fails to complete any such portion before the date specified by the Builder, the balance of the Work to be performed under the Contract may be cancelled at the option of the Builder. In any event, the Subcontractor shall be liable to the Builder for any loss, damage or claim suffered by the Builder, which results from the Subcontractor's failing to complete any portion of the Work on a timely basis or which results from the Builder having cancelled the balance of the Work under this paragraph.

5.03 The Subcontractor covenants and agrees to use such materials as may be specified by the Builder from time to time for the performance of the Project and its obligations hereunder.

6. PRIOR WORK

- 6.01 Prior to commencement of the Work, the Subcontractor shall ensure that all prior work has been properly completed in a manner which will permit the Subcontractor to complete the Work in accordance with the provisions hereof and the Subcontractor shall immediately give notice in writing to the Builder of any error or omission or deficiency or information which would prevent or hinder the Subcontractor from performing its obligations hereunder. By commencing the Work, the Subcontractor shall be deemed to have accepted all prior work and the Subcontractor shall be responsible for any defects in the Work, whether resulting from any prior work or otherwise.

- 6.02 The Subcontractor shall not cut, dig, box or sleeve any structural member so as to endanger any existing work or alter any work performed by any other contractor or subcontractor except with the Builders written consent.

7. CHANGES AND EXTRAS

- 7.01 If the Subcontractor or Builder desires to change the Work in any respect whatsoever, and in the case of the Builder it so notifies the Subcontractor initially orally and later in writing, which later notification in writing shall not delay implementation of the change in the Work, the Subcontractor shall obtain from the Builder a Notice of Change prior to proceeding with any such change. The Builder shall not be liable for the cost of any such change if the Subcontractor has failed to obtain such a signed Notice of Change from the Builder.

- 7.02 Prior to commencing work on any portion of the Work the Subcontractor shall review the plans, drawings and specifications in respect of such portion to determine whether any change in the work or in any work done or to be done by any other contractor or subcontractor is necessary to be done in order for the Site Subcontractor to perform its obligation hereunder. If the Subcontractor determines that any such change should be done it shall only be done if the Site Superintendent approves it in writing. If any change reasonably could have been seen as necessary by the Subcontractor and was not requested by the Subcontractor prior to commencing work on any portion of the Work, the Subcontractor shall be liable at its own expense to make any such change which is subsequently required in respect of that portion of the Work

- 7.03 The value of any change in the Work performed by the Subcontractor in accordance with such a signed Notice of Change from the Builder pursuant to paragraph 7.01 hereof shall be determined by one or more of the following methods or combination of such methods as determined by the Builder;
- (a) by estimate by the Subcontractor and acceptance by the Builder in writing of a lump sum;
- (b) by unit prices set out in the Contract or subsequently agreed upon; or
- (c) by cost plus a fixed or percentage fee.

8. COMPLIANCE WITH LAW

- 8.01 The Subcontractor shall fully comply with all applicable federal, provincial and municipal law, codes, regulations and standards whether now in effect or hereinafter imposed and shall pay all levies or amounts and obtain all permits required in connection with unemployment insurance, vacation pay, welfare, workers' compensation and any other employee benefits required to be paid, remitted or retained or obtained in respect of any employee of the Subcontractor in respect of its performance of the Work.

9. TAXES

- 9.01 The contract price does not include H.S.T. The amount of any H.S.T. and/or other Government Taxes shall be completed as a separate item on all invoices submitted by the Contractor to the Builder. The Contractor shall remit all Government Taxes (including H.S.T.) paid by the Builder to the appropriate Tax Agency (including Revenue Canada) in accordance with applicable legislation.

10. INSURANCE

- 10.01 Without restricting the generality of paragraph 11.02, the Subcontractor shall provide, maintain and pay, either by way of a separate policy or by an endorsement to its existing policy:
- (a) comprehensive general liability insurance in the Joint names of the Subcontractor and the Builder with limits of not less than five million dollars (\$5,000,000) per individual occurrence for bodily injury, death and damage to property, including loss of use thereof arising from or in any way relating to the Work;
- (b) automobile liability insurance in respect of licensed vehicles used in connection with the Work with limits of not less than five million dollars (\$5,000,000) per individual occurrence for bodily injury, death and damage to property; and
- (c) all risks builders property insurance in the joint names of the Subcontractor and the Builder, insuring the full value of the Work.
- 10.02 The duration of each insurance policy referred to in paragraph 10.01 shall be from the date of commencement of the Work until the Expiry of Term pursuant to paragraph 22 hereof or until twelve months after the date of receipt by the Builder of the final invoice for the Work, whichever shall last occur.
- 10.03 The Subcontractor shall provide the Builder with evidence of all insurance referred to in paragraph 10.01 prior to the commencement of the Work which is satisfactory to the Builder.
- 10.04 All insurance policies shall contain an endorsement to provide all named insured's prior notice of changes and cancellations. Such endorsement shall be in the following form: "It is understood and agreed that the coverage provided by this policy limited to this Contract will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all names insureds."
- 10.05 If the Subcontractor fails to provide or maintain insurance as required herein, then the Builder will have the right to provide and maintain such insurance at the expense of the Subcontractor and the costs and expenses incurred in connection therewith may be deducted from any payment required to be made by the Builder to the Subcontractor hereunder. Any such costs or expenses that exceed any amount owing to the Subcontractor hereunder, shall forthwith be paid by the Subcontractor, on demand, to the Builder.

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11. DAMAGE TO SITE

11.01 The Subcontractor shall be liable for any loss, claim or damage caused at the Site or any adjacent property by its employees, agents and/or suppliers including, without limitation, damage caused to pegs and markers, trees, curbs or roads, equipment, sod, sewers, power lines, pipes, buildings and all structures and things. In the event of any such damage, the Builder may make such repairs as it deems necessary and may deduct the cost of such repairs from any amount owing to the Subcontractor hereunder. If the cost of such repairs exceeds any amount owing to the Subcontractor hereunder the Subcontractor shall, on demand, pay to the Builder an amount equal to the difference by which such cost of repairs exceeds any amount owing hereunder.

11.02 If the Subcontractor causes any loss or damage to any other contractor or subcontractor, the Subcontractor agrees to indemnify and save harmless the Builder from any loss or damage of any nature whatsoever occasioned by any claim by such contractor or subcontractor in respect thereof and the Builder may require the Subcontractor to defend any suit or action by such contractor or subcontractor against the Builder at the Subcontractor's expense.

11.03 The Builder shall not be liable for loss or damage to the work in the Agreement, until after the final acceptance of the work by all authorities having jurisdiction over it and signed Completion Certificate and the Builder shall not be liable for loss or damage to materials, tools, etc., of the Subcontractor used in its construction, caused by water, wind, acts of God, theft or other causes.

12. ACCESS TO SITE

12.01 Pursuant to arrangements made with the Builder, the Subcontractor shall be responsible for the access of its trucks or other vehicles to the Site and for the stockpiling of its materials.

13. TESTS AND INSPECTION

13.01 The Builder shall be entitled at any time and from time to time to conduct such tests and inspections as may be necessary to ensure compliance with the terms hereof and all applicable federal, provincial and municipal law, codes, regulations and standards. If any such test or inspection discloses any failure to comply, the Subcontractor shall be liable for all costs of such testing or inspection and shall, at its own expense, perform such work and supply such materials as is required to effect compliance. The Builder may hold back such amounts payable to the Subcontractor which, in the opinion of the Builder, are sufficient to ensure the performance of the obligations of the Subcontractor under this paragraph 13.01.

14. CLEAN UP

14.01 The Subcontractor shall, at its own expense, keep the Site free of accumulation of waste material and debris and shall remove the same on a daily basis to a location designated by the Builder and upon completion of the Work.

14.02 In the event of any failure by the Subcontractor to perform its obligations under this paragraph 14.01 the Builder may cause such waste material and debris to be removed from the Site and the Subcontractor shall be liable for the costs of such removal which may be subtracted by the Builder from any amount owing to the Subcontractor hereunder and if such costs exceed any amount owing then they shall forthwith be paid by the Subcontractor, on demand, to the Builder.

15. DEFAULT

15.01 In the event of any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder, or if there shall occur at any time an act or event of bankruptcy or insolvency (as defined or provided for in any applicable statute) of the Subcontractor, or if any proceedings, either voluntary or involuntary, are commenced by or against the Subcontractor under any law relating to the bankruptcy, insolvency, liquidations, dissolution or winding-up of the Subcontractor, or if any receiver, receiver and manager, trustee, custodian, liquidator, agent or similar official is appointed, judicially or by instrument, for or in respect of the Subcontractor or any of the property or assets of the Subcontractor, become subject to any execution, sequestration or any other process of any court or to distress or any similar process then the Builder, at its sole option, and in addition to and without prejudice to any other right or remedy it may have, may do any or all of the following, namely:

(a) cancel the balance of the Work to be done under this Contract and complete the Works;

(b) remedy any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder, all in such manner as the Builder may deem necessary;

(c) for the purpose of any such completion or remedy, take possession of the Subcontractor's materials, tools and equipment on the Site. The Subcontractor shall be liable for the costs of any such completion or remedy and for any claim made against the Builder or any other damage suffered by the Builder as a result of any default by the Subcontractor. The Builder may deduct such costs or damages or claim for damages from any amount owing to the Subcontractor hereunder all without the requirement of any written or other notice to the Subcontractor. If the costs of any such completion or other remedy exceed any amount owing hereunder to the Subcontractor, the Subcontractor shall forthwith on demand pay to the Builder an amount equal to the difference between the costs of such completion or remedy and any amount due hereunder no failure of the Builder to, or forbearance of the Builder in, exercising any right or remedy in respect of any default shall constitute a waiver thereof or otherwise bar the subsequent exercise of such right or remedy.

16. SUB-SUBCONTRACTS

16.01 The Subcontractor agrees that it will incorporate all the terms and conditions of this Contract into all sub-subcontracts or agreements it enters into with its sub-subcontractors.

16.02 The Subcontractor agrees that is shall be fully liable to the Builder for any act or omission of the sub-subcontractor or of any person or persons directly or indirectly employed or contracted with by it.

16.03 Nothing contained herein or any sub-subcontract shall create any contractual relationship between any sub-subcontractor and the Builder.

Handwritten signature and initials in blue ink, appearing to be 'JL' and 'ZD'.

17. NON WAIVER

17.01 No waiver by either the Builder or the Subcontractor of any term or provision of this Contract or any breach or default by the other party under this Contract shall be binding unless in writing. Any such waiver shall not be deemed a continuing waiver and the failure of such party to enforce, at any time, for any period of time, any term or provision hereof shall not be construed as a waiver of such term or provision or of the right of such party to enforce such provision thereafter.

18. PAYMENTS TO SUB-SUBCONTRACTORS

18.01 Subject to any holdback requirements, the Builder shall be entitled to pay any outstanding past due obligation of the Subcontractor to any sub-subcontractor by cheque or cheques made payable to the Subcontractor and the sub-subcontractor or employee owed such obligation and any such payment shall apply as a payment to the Subcontractor.

19. FORCE MAJEURE

19.01 If performance by the Subcontractor of its obligations hereunder is prevented or delayed due to any cause or contingency beyond its reasonable control the Builder may cancel the balance of the Work to be performed under the Contract and may withhold from any payment due to the Subcontractor hereunder such moneys as the Builder may determine are sufficient and reasonable to cover the cost of performing such remaining Work and to adequately protect the Builder from claims.

20. WORKERS' COMPENSATION

20.01 If the Subcontractor employs any person or persons for the purpose of performing its obligations hereunder it shall produce and file with the Builder a "letter of good standing" (as that term is defined in the Workers' Compensation Act [Ontario]) from the Workers' Compensation Board and the Builder need not make payments owing to the Subcontractor under the Contract until such letter is filed or, if it is filed but then expires, until a replacement "letter of good standing" is filed. If such letter is not filed, the Builder may fulfil the Subcontractor's obligation under the Workers' Compensation Act (Ontario) at the Subcontractor's expense.

21. NOTICE

21.01 All notices and other communications required or permitted to be given hereunder shall be in writing; if mailed by pre-paid first class mail they shall be deemed to have been received three business days after the post marked date thereof and if a mailing hereunder is interrupted by a postal strike, three business days after the strike is over; if telegraphed or telexed they shall be deemed to have been received three business hours following dispatch thereof or they may be delivered by hand to an adult person during normal business hours at a business address of the Subcontractor. Notice of change of address for notice shall be governed by this paragraph 21.01.

22. MISCELLANEOUS

22.01 This Contract shall be binding upon and enure to the benefit of the Builder, its successors and assigns and the Subcontractor and its successors and permitted assigns, provided that this Contract may not be assigned in whole or in part by the Subcontractor without the prior written consent of the Builder.

22.02 This Contract shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Builder and the Subcontractor agree that the courts of Ontario shall have non-exclusive jurisdiction to entertain any action in respect of this Contract.

22.03 Time shall be of the essence of this Contract.

22.04 Unless the context otherwise requires, the singular shall include the plural and the plural the singular and the masculine shall include the feminine.

22.05 No party to this agreement shall be liable for any representation or warranty that may have been made or given by any party hereto or any agent or representative thereof, whether intentional, negligent or otherwise, in respect of this contract or the subject matter of this Contract, other than those representations and warranties which have been expressed in writing in this Contract.

22.06 The Builder reserves the right to interpret plans and specifications as to their true intent and meaning, and the Builder's decision on all matters in this respect shall be deemed final and binding.

22.07 The Subcontractor acknowledges and agrees that the covenants and obligations of the Owner contained in this Agreement shall be those of the Owner only and should the Owner represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Owner only.

23. SAFETY

23.01 The Subcontractor is responsible to ensure that his company is in full compliance with all rules and regulations according to the Occupational Health and Safety Act and regulations for construction projects.





SCHEDULE B – STANDARD LUXURY FINISHES



EXTERIOR FEATURES

1. Architecturally designed exteriors which include genuine clay brick, stone, pre-cast detail, exterior siding detail, architectural style and colour, as per applicable plans.
2. Exterior colours and siting will be architecturally coordinated to create pleasing streetscapes and to conform Architectural Control Guidelines.
3. Entry-resistant framing on all perimeter doors.
4. Glazed panel in front entry door and/or sidelight, and/or transom (as per applicable elevation).
5. Self-sealing shingles (30-year manufacturer's warranty).
6. Pre-finished maintenance free aluminum soffits, eavestrough, fascia, downspouts and siding, as per plan and elevation.
7. Steel insulated exterior doors with weather-stripping and deadbolt lock.
8. Vinyl casement windows throughout with Low-E Glass (White), basement windows to be white vinyl sliders.
9. All operating windows and patio doors are complete with screens.
10. Premium quality molded paneled sectional roll-up garage doors as per elevations.
11. Entire lot to be sodded except paved areas.
12. Precast concrete slab walkway to front door entry, precast step at rear door.
13. Paved driveway.
14. Two exterior water taps and two exterior weatherproof electrical outlets with ground fault interrupter.
15. Elegant Satin Nickel grip set for front door.
16. Elegant black coach lamps at front door, as per plan
17. Decorative precast address number plaque. Location as per Architectural Control guidelines.
18. 2" x 6" exterior wall construction
19. Engineered floor system.
20. 3/8" plywood roof sheathing
21. Decorative pillars on front elevations, as per plan.

INTERIOR FEATURES

1. All detached homes feature standard 9ft ceilings on main floor and standard 8ft ceilings on 2nd floor. (Except where bulkheads may be required).
2. Natural oak veneer main stairs with oak veneer stringers, oak posts from 1st Floor to 2nd Floor.
3. Natural oak nosing in upper hall under all pickets.
4. Natural oak handrails (2 5/8" oval top) and 1 5/16" oak square pickets on main staircase
5. Molded two-panel, flat top interior passage doors throughout, including all closets, as per plan.
6. 4" baseboard with 2 3/4" throughout with door stop (in applicable areas), including all doors and windows throughout in all finished areas where applicable, as per plan in applicable areas.
7. All archways are trimmed.
8. All drywall applied with screws and nails.
9. Satin Nickel finished interior door hardware. (Levers)
10. All interior walls to be painted in Builder's standard off-white colour with premium quality latex paint.
11. Smooth finish ceilings in kitchen, powder room and bathrooms. Spray textured ceiling in all other rooms with 4-inch boarder (excluding closets, coffered and cathedral ceilings).
12. Coffered or Cathedral Ceilings as per applicable plans.
13. Direct vent gas fireplace with paint (white) grade mantle in 38' Lots and 47' Lots

KITCHEN FEATURES

1. Purchaser's choice of Quality Custom Kitchen Cabinets from Vendor's standard samples.
2. Extended height Kitchen Cabinets for all Models, as per plan
3. Bulkheads will not be installed, unless required by plan. Bulkheads may be necessary for mechanical and structural requirements.
4. Purchaser's choice of granite/stone/quartz (engineered) countertop with double compartment stainless steel undermount sink with single lever pull-out faucet, from Vendor's standard selections.
5. Deluxe kitchen stainless steel exhaust fan with 6" exhaust vented to exterior.
6. Heavy-duty receptacle for stove.
7. Dedicated electrical outlet for refrigerator.
8. Split electrical outlets at counter level for small appliances.
9. Dishwasher space provided in kitchen cabinets with rough-in wiring and drains. Space for dishwasher left open, cabinet not provided.

LUXURIOUS BATHS

1. Ensuite bath off master bedroom with elegant freestanding soaker tubs and separate shower, as per plan
2. Cement Board used in all shower enclosures
3. Energy efficient WATER SAVER showerhead, toilet and faucets. Pressure balance valves in all showers.
4. Wall mounted mirrors over all vanities in all Bathrooms and Powder Room.
5. Frameless glass shower enclosure with frameless glass shower door in Master Ensuite, as per plan - (clear glass, chrome hardware)
6. White plumbing fixtures throughout.
7. Purchaser's choice of Quality cabinets and laminate countertops from Vendor's standard samples for vanity (where applicable).
8. Separate showers include full height ceramic wall tiles on walls and ceiling from Vendor's standard samples, as per plan
9. Electrical outlets for small appliances beside vanity in all bathrooms.



SCHEDULE B – STANDARD LUXURY FINISHES



10. Exhaust fans vented to exterior in all bathrooms.
11. Privacy locks on all bathroom doors.
12. Single-lever washerless faucets with pop-up drains in all vanities.
13. PEDESTAL SINK in powder room as per plan.
14. Choice of ceramic wall tile (8" x 10") for main bathtub enclosures and Ensuite shower enclosures, from Vendor's standard samples. Separate shower enclosure and tub enclosure include full height ceramic wall tiles up to and including ceiling.
15. White Ceramic bathroom accessories to include towel bar, toilet tissue dispenser, and soap dish.
16. Shut off valves to all basins and sinks.

LAUNDRY FEATURES

1. Laundry tub with hot and cold-water faucet, as per plan
2. Heavy duty electrical outlet for washer and dryer.
3. Vent for dryer.
4. Laundry rooms to have standard base cabinet with built-in single compartment laundry tub, as per applicable model. (Cabinet is based on standard white laundry cabinet door with white laminate countertop)
5. 2nd floor laundry room equipped with floor drain, as per applicable model.

FLOORING

1. Quality ceramic tile flooring, 12" x 12" or 13" x 13" (standard) in the foyer, kitchen/breakfast area, powder room, all bathrooms and main floor laundry room, *as indicated on plan, some detached models include standard hardwood in the kitchen/dinette area.* Purchaser to choose from Builder's standard samples. Ceramic floor tiles shall be completed with metal edging when abutting a different floor type.
2. All Detached Models include pre-finished strip oak hardwood flooring (3 1/2" x 1/2"), natural colour* throughout main floor except tiled areas, from Builder's standard samples. *Some detached models include standard hardwood in the kitchen/dinette area.*
3. All Towns include engineered vinyl flooring throughout the main floor including kitchen (except for powder room and foyer), from Builder's standard samples
4. 35 oz broadloom on second floor (except tiled areas) with quality underpad.
5. Concrete basement floor with drain
6. Engineered Floor Joist System
7. All Sub-floors to be fastened with glue screws and nails, seams 1205 to be sanded.

ELECTRICAL

1. Decora type and white switches throughout.
2. Heavy duty receptacle for stove in kitchen.
3. Holiday switch for seasonal lights at exterior front porch and second floor soffit.
4. Electrical outlets in all bathrooms and powder rooms include ground fault interrupters.
5. 200 Amp service with Circuit breaker panel.
6. All wiring in accordance with Ontario Hydro Standards.
7. Ceiling light fixture in all bedrooms.
8. Two electrical outlets in the garage (one in ceiling for future door opener).
9. Door chime.
10. Switch controlled receptacle, in living room (as per plan)
11. Smoke detector in main hall, upper hall and basement, in accordance with building code.
12. Carbon Monoxide detector installed in accordance to the Building Code.
13. Waterproof shower light in all shower stalls, where applicable

ADDITIONAL PROVISIONS

1. Rough-in 3-piece washroom in the basement (*drains only, no water line*).
2. Pre-wiring for telephone outlet in Kitchen, and Master bedroom. Purchaser is to arrange finishing details directly with the phone company after closing.
3. Pre-wiring for four RG6 coaxial cable TV outlets Family Room/Great Room/Den and all bedrooms, location as per Vendor. Purchaser is to arrange finishing details directly with Cable Company after closing.
4. 1 Smart Wire located in the computer/den or family room for high speed internet, video, audio and computer network access.
5. Rough-in for Central Vacuum System to garage
6. Rough-in for Central Air Conditioning.
7. Security rough-in wiring on all doors on main floor plus rough-in wiring for one keypad by the front door and one motion detector in main floor hallway
8. All garage walls to be drywalled, from top of foundation wall to ceiling, as per OBC

HEATING/INSULATION

1. "High efficiency forced air heating system with ducting sized for future central air systems"
1. Thermostat centrally located on main floor.
2. * R60 insulation for attic ceiling area over habitable areas. Weather striped access. (as per Ontario Building Code Requirements).
3. * R22 insulation in exterior habitable walls, as per Ontario Building Code Requirements.
4. * R31 spray foam to garage ceilings and overhangs, as per Ontario Building Code Requirements.
5. * R20 continuous insulation on basement walls, as per Ontario Building Code Requirements.
6. H.R.V. (Heat Recovery Ventilation unit), Simplified installation.
7. Hot water tank is a rental gas unit, power vented to exterior. (Purchaser will execute Rental Agreement with Provider).



SCHEDULE B – STANDARD LUXURY FINISHES



LORMEL'S SPECIAL FEATURES

- Mortgage survey provided at no additional cost.
- Concrete garage floor with reinforced grade beams.
- Cross link pex piping/ABS plumbing throughout.
- Poured concrete basement walls with heavy damp proofing (drainage membrane) and weeping tile performed drainage membrane to all exterior wall excluding garage.
- Cold Cellars, if grade permits
- Poured concrete front porch, where applicable
- All work to be performed to OBC standards

NOTE: THE PURCHASER ACKNOWLEDGES THAT IN THE EVENT FINAL GRADING REQUIREMENTS CAUSE THE DWELLING TO BE BUILT AS A LOOK-OUT OR WALK-OUT, THE PURCHASE PRICE SHALL BE INCREASED BY THE VENDOR'S STANDARD CHARGE FOR THIS DWELLING TYPE IN THIS COMMUNITY.

LORMEL WARRANTY

- Warranty backed by Ontario New Home Warranty Program, Taron, which includes:
- The home is warranted against major structural defects for 7 years.
- The home is free from defects in workmanship and materials for 1 year.
- Purchaser agrees to pay the Taron Warranty Program Enrollment Fee, as an adjustment on closing.

All Purchasers should note the following:

1. All selections are to be made from Vendor's samples and are subject to availability & provided that they have not already been ordered for the house. All selections are final & no changes will be accepted.
2. Variations from samples may occur in all materials due to normal production process.
3. Steps to front, side and rear doors where applicable may vary due to grading variances.
4. Corner lots may require minor interior and exterior modifications as per architectural controls.
5. Because of siting, grading and paving conditions, roof lines may vary due to structural roof framing conditions and/or Architectural Control Guidelines. Exterior architectural features may be added or altered as required by such Architectural Guidelines.
6. The siting of the house on the real property as a standard of reversal plan shall be at the sole discretion of the builder.
7. The Purchaser acknowledges that at the Vendor's sole discretion door swings may be different than those indicated on brochures and ceilings and walls may be modified to accommodate mechanical systems, and the Purchaser agrees to accept such modifications.
8. The Purchaser acknowledges and accepts that all dimensions in this Agreement are approximate, windows and actual square footages may vary depending on elevations selected, and actual usable floor space may vary from the stated floor area.
9. The Purchaser acknowledges that the lot including the home being constructed thereon is, until Closing, considered a workplace and construction site and as such is governed by the laws and regulations of same. The Purchaser therefore acknowledges not being permitted unsupervised entry or access to such workplace and construction site and further agrees and covenants not to attempt to gain entrance and access to same except during normal working hours and by prior arrangement with the Vendor at the sales office. The Purchaser agrees to follow all safety practices as prescribed by law during all such pre-arranged visits to the workplace and construction site.
10. NO PURCHASER SHALL BE ALLOWED TO PERFORM ANY WORK OR SUPPLY MATERIALS TO THE HOUSE PRIOR TO CLOSING.

All illustrations are artists' concept. Plans, dimensions and specifications are subject to change at the discretion of the Vendor. Materials may be substituted for those of equal or better quality. All dimensions are approximate.

In the event of model homes, the Purchaser acknowledges that they have been decorated for public display purposes and may contain certain features and upgrade features that are not included in the basic model type. You are hereby put on notice that the Vendor reserves the right to use your home for public relations and/or advertising purposes and consent is hereby given.

Specifications and terms are subject to change without notice.

***Errors and Omission Excepted
Effective – October 9th, 2020***

SCHEDULE "LL"

Finished Area in Lower Level

In addition to Lormel's standard list of features, outlined in Schedule B and the Bonus Package described in Schedule B1, the following Floor Plans shall have the Lower Level completed:

The Temagami, 2 Car Garage
The Temagami, 3 Car Tandem
The Superior, 2 Car Garage
The Superior, 3 Car Tandem

Specification for the finished area in Lower Level shall be completed as follows.

- **Finished three-piece bathroom (as indicated on floor plan):**
Which includes a standup shower, 12x12 or 13x13 ceramic floor tiles, 8x10 ceramic wall tiles, vanity and laminate countertop with drop-in vanity sink and single lever lavatory faucet, mirror and light fixture, in area indicated on plan.
Purchaser to choose from vendor's standard samples.
 - Standard Trim Package and Interior Doors, where applicable
 - 35oz Carpet Throughout, including basement stairs. (except for tiled areas)
 - Rough-in for 1 telephone and 1 cable
 - Mechanical room to be left unfinished
 - Electrical and Heating, and all work will be performed in accordance with Ontario Building Code Standards.

Purchaser's Initials: _____

Purchaser's Initials: _____

Purchaser's Initials: _____

Purchaser's Initials: _____

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SUBCONTRACTOR SAFETY PACKAGE

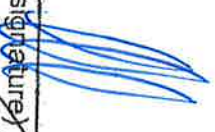
ACKNOWLEDGEMENT SHEET

I have received and read a copy of the "SUBCONTRACTOR SAFETY PACKAGE " (27 pages in length, including Lormel Homes Health and Safety Policy, Subcontractor Guidelines and Site Safety Requirements) and agree, on behalf of;


Bosecrete Inc.
(name of Contractor)

to comply with the requirements of this document and the requirements of the Occupational Health and Safety Act and Regulations for Construction Projects (R213/91) and any amendments or other safety regulations which pertain to our work. Furthermore, we will take all necessary precautions for the health and safety of our workers, suppliers and subcontractors while on the project and ensure that they are provided with and are aware of the preceding requirements.

Tony Smuts
(Contractor Representative having authority to bind)


(signature)

ZACHARY DE MEKHELE
(Lormel Homes Representative)


(signature)

Signed in the City of _____ this _____
(date)

(Witnessed by)

Note : (Prior to the commencement of work, this acknowledgment sheet must be signed and returned to **Lormel Homes** head office along with the final contract)