

New Creation Builders
818 E.73rd St Cleveland Ohio 44103

www.amishgarages.org

216-355-9999

This is a contract between _____ and New Creation Builders made on this _____ 2022 for the following work to be completed at _____

Phone _____ Email _____

<u>CONCRETE</u>	<u>STRUCTURE</u>	<u>TOTAL</u>	<u>CONCRETE</u>	<u>STRUCTURE</u>	<u>TOTAL</u>
12x20 \$4,000	\$10,700	\$14,700	24x26 \$12,100	\$16,700	\$28,900
14x20 \$4,400	\$11,500	\$15,900	24x28 \$12,900	\$17,700	\$30,600
16x20 \$4,700	\$12,700	\$17,400	24x30 \$13,600	\$19,400	\$33,000
18x20 \$5,100	\$13,700	\$18,800	24x32 \$14,300	\$20,500	\$35,500
20x20 \$5,500	\$14,000	\$19,500	24x34 \$15,000	\$22,000	\$37,000
20x22 \$5,700	\$15,300	\$21,000	28x28 \$15,000	\$22,000	\$37,000
20x24 \$6,000	\$15,800	\$21,800	24x36 \$15,700	\$23,300	\$39,000
22x22 \$6,500	\$16,000	\$22,500	24x38 \$16,500	\$25,000	\$41,500
22x24 \$6,700	\$16,200	\$22,900	24x40 \$17,300	\$26,700	\$44,000
24x24 \$7,000	\$16,200	\$23,200	26x40 \$18,000	\$28,000	\$46,000
20x30 \$7,200	\$16,300	\$23,500	30x40 \$20,000	\$32,000	\$52,000

*Owner can obtain a concrete contractor of their choice within 1 month of us starting their project. The concrete foundation price is provided to give an allowance to come off of total only (not the structure price). if owner decides to hire their own concrete contractor, it can expedite the project. Owners concrete contractor will be responsible for their own permit, inspections, quality, clean up, and backfill.

- New concrete foundation with 6" inch wide raised curbs
- Inch 12" inch deep concrete foundation with 5/8 rebar, and 6x6 wire mesh inside 4" inch pad
- 16" o/c framing with 8ft walls with 7/16 OSB plywood
- Install 2x6 rafter with 5 inch over hangs, 4/12 pitch roof, with 7/16 osb
- Install 2x8 wall ties 4 ft. O/C.
- Install man door with lock set
- Install super synthetic felt
- Install limited lifetime dimensional shingles
- Install steel garage door and hardware (white 8x7, 9x7, 16x7 only)
- Install gutters and down spouts (white only)
- Install vinyl siding (Alside conquest 13 colors) custom colors will need to be ordered by owner)
- Rough grade dirt around garage
- Clean up and remove debris
- Supply labor and materials
- \$1000 cash to supply plans, and permits

Owner Initials: _____ Contractor Initials: _____

Name: _____

Date: _____

Address: _____

Total: \$ _____

Paid cash total down: \$ _____

Cash payment discount: \$ _____

Subtotal \$ _____

First payment upon start of the job \$ _____

Second payment on the day of build \$ _____

**Your garage, depending on size, will be constructed in one day.
Some larger garages may take longer.
Please pay the Amish on the day of Build.**

***Note: The Electric is separate from the garage build.**

Owner Initials: _____ **Contractor Initials:** _____

POSSIBLE EXTRAS NOT INCLUDED IN BASE GARAGE PACKAGES

\$1800 1 car flat roof wood garage and foundation removal (\$400concrete & \$1400 structure)

\$2000 1.5 car flat roof wood garage and foundation removal (\$450concrete & \$1550 structure)

\$2200 2 car flat roof wood garage and foundation removal (\$500concrete & \$1700 structure)

\$2500 2.5 flat roof wood garage and foundation removal (\$600 concrete & \$1900 structure)

\$\$\$\$ some garages could be more due to excessive size

\$350 per window 2'x 3' single hung vinyl window

\$1100 frame in and install an extra 8x7 garage door with a standard garage package

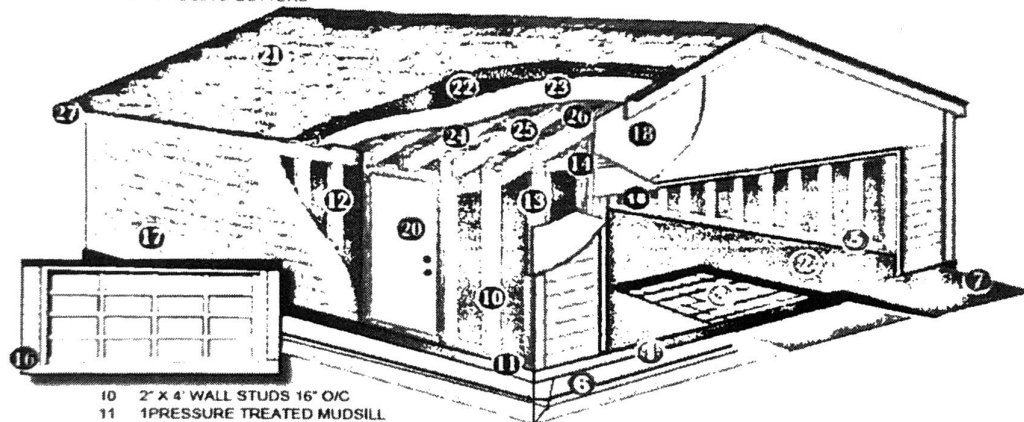
Premium siding colors are 3% more

Roof colors are red, blue may be available at 3% more

\$ 150.00 For each garage door in color other than white

\$ 100.00 For gutter color other than white

- 21. DIMENSIONAL SHINGLES
- 22. SUPER SYNTHETIC FELT
- 23. 7/16 OSB ROOF SHEATHING
- 24. 2' X 8' JOISTS 4' O/C
- 25. GABLE RAFTERS
- 26. ALUMINUM FASCIA & GUTTERS



- 10. 2" X 4" WALL STUDS 16" O/C
- 11. 1" PRESSURE TREATED MUDSILL
- 12. 2" X 4" WALL STUDS 16" O/C
- 13. 2" X 4" WALL STUDS 16" O/C
- 14. DOUBLE 2" X 5" TOP PLATE
- 15. DOUBLE 2" X 12" HEADER
- 16. 16" X 7" STEEL RAISED PANEL GARAGE DOOR
- 17. VINYL SIDING
- 18. 7/16 OSB WALL SHEATHING
- 19. 36" STEEL RAISED PANEL MAN DOOR

- 1. 12" FOOTER
- 2. 4" SLAB
- 3. 6" X 6" WIRE MESH
- 4. JOISTS
- 5. 1/2" ANCHOR BOLTS
- 6. 5/8" FULL PERIMETER EMBEDDED REBAR
- 7. OPTIONAL CONCRETE TRANSITION APRON

Owner Initials: _____ Contractor Initials: _____

CHARGES FOR REMOVAL OF PREVIOUS STRUCTURE

\$ 1,600.00 1 car flat roof wood garage and foundation removal

\$ 1,800.00 1.5 car flat roof wood garage and foundation removal

\$ 2,000.00 2 car flat roof wood garage and foundation removal

\$ 2,300.00 2.5 flat roof wood garage and foundation removal

Some structure removals will cost more due to excessive size or design.

Any associated costs will be agreed to in writing prior to beginning work.

****FIRE RATING PER STATE CODE****

(OAC Ann. 4101:1-7-01)

ANY WALL LESS THAN 3FT FROM PROPERTY LINE MUST BE FIRE
RATED PER THE COST BELOW:

\$30 per linear ft at 8ft high

\$40 per linear ft at 8ft high with gable

A Sample Structure is available for viewing/inspection at New Creation
Builders, LLC, 818 East 73rd Street, Cleveland, OH 44103.

SPECIFICATIONS

☐ It is the Owner's responsibility to meet the foundation crew to approve
layout and elevations (Which

means he/she may have to miss work)

☐ Owners that cannot take off work for day of garage build, must have the
check on site before WORK

BEGINS

☐ Contract includes siding from one of the Alside Conquest Vinyl Siding line
STANDARD COLOR

COLLECTION (other brands and colors will be a surcharge)

o the siding choices can be seen online at <https://www.alside.com/product-catalog/siding/conquest/>

☐ Contractor owns all extra materials upon completion of structure

☐ We offer in house drawings for residential properties, commercial properties
require architectural plans

which is the sole expense of the Owner

☐ Contact Michael 216-672-8730

☐ When contacting us via phone with a question, please follow up with an
email: 4realamish@gmail.com (to guarantee a response with in 24hrs)

☐ Driveways will be swept, and dirt scraped off, but will not be power washed

☐ Enerbank (<https://enerbank.com>) financed contracts will need to be signed
on start day

Owner Initials: _____ **Contractor Initials:** _____

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- ☐ When contacting us via phone with a question, please follow up with an email: 4realamish@gmail.com (to guarantee a response within 24hrs)
- ☐ Electrical packages will be handled on a separate contract and paid to Electrical company.

New Creation Builders
818 E. 73rd St Cleveland Ohio 44103
www.amishgarages.org
216-355-9999

THIS AGREEMENT made and entered into on _____
[date], by and between New Creation Builders,
LLC (Contractor) and _____ [name of property owner]
(Owner), collectively referred to as the Parties. Owner
agrees to pay the entirety of the amount of \$ and Contractor agrees to fulfill
the consideration described
below:

Recitals

A. The Contractor is in the business of constructing garages in the State of Ohio and desires to construct a garage on real property owned by the Owner.

B. The Owner owns real property commonly known as _____
[street address or other description]

which is suitable for a garage and on which Owner desires that Contractor construct a garage.

IT IS THEREFORE AGREED:

1. The Contractor shall construct a garage (Project) on the real property owned by the Owner, described above, according to the PRICING, SPECIFICATIONS, DRAWINGS, CHECKLIST that have been agreed on and initialed by the Contractor and the Owner, and on the terms set forth in this Agreement. The Contractor shall be responsible for ensuring that the plans and specifications comply with the applicable building codes and any other applicable laws or regulations. All plans, specifications, and drawings are and shall remain the exclusive property of the Contractor.

They are not to be used by the Owner in any manner whatsoever, nor is the Owner permitted to share the plans, specifications, drawings, or information acquired therefrom with any third parties, without the prior written consent of the Contractor.

Owner Initials: _____ **Contractor Initials:** _____

Contractor and Owner represent they have carefully examined the plans, drawings, and specifications, deeming them adequate for the purpose

intended. No alterations shall be made except upon the prior written agreement of the Parties.

2. Residential Owner Payment Schedule

Date:

Amount: \$

Initial Deposit on date of contract signing \$1000

Payment due on first date of work on premises \$

Payment due on Completion date \$

Total of construction payments \$

a. General contractors, banks, investors, house flippers, and non-house title holders must pay the total of construction payments no later than the First date of work on premises.

b. Final payment shall be paid upon completion and cleanup of the contracted work (not after final inspection by the city, because many cities cannot come out after garage is built because of shortage of staff, training days, over booked, city meetings or because they are using a private inspection company's).

3. Possible additional fees beyond the Construction Payments of Section 2:

a. Credit Card payments are subject to a 3% service charge.

b. Owner agrees to pay a late fee of \$25 per day for any payment not received as set forth in this Agreement.

c. Owner will be responsible for obtaining zoning permits, in cities where there is not a building department

d. Owner shall be responsible for variances if needed

e. Any additional work needed will be written up as a change of order and signed by both parties. It is the owners responsibility to contact the company to have a change of order added to the job.

Owner Initials: _____ Contractor Initials: _____

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f. Removal of trees, stumps, or other obstacles within 2' of the new structure foundation, including partially ground stumps needing to be removed once any previous concrete is removed, shall be the responsibility of the homeowner

Contractor shall not be held liable for the removal, damage, or life of any tree or trees before, during, or after construction, and also the Contractor may remove any tree or trees, if in his judgment it is necessary for the proper construction of the structure or driveway or for surface drainage. Owner agrees to inspect the area with Contractor prior to signing this Agreement. Owner's signature on this Agreement is acceptance of this charges.

g. If during removal of garage it is discovered the garage floor is poured over an older garage floor, there will be an additional charge for the second garage floor removal which will include an increase of stone base for new garage at a rate of \$200.00 per car section

h. Owner agrees Garage additions and room additions will constitute two structures shall require an additional \$1,000.00 initial deposit per addition due upon signing.

i. Any required variance or surveys are not included and are the sole expense of the Owner.

j. Any and all additions, changes, or extras desired by the Owner after the first day of work on premises shall be expressly authorized in writing and paid for in full by the Owner at cost plus 15% prior to the additions, changes, or extras being constructed or installed by the Contractor.

4. Contractor shall substantially complete the work on or before provided, however, should the work be delayed by any cause beyond the control of Contractor, Contractor shall give Owner written notice specifying the cause of the delay within three days after the occurrence of the delay, and the time for completion shall be extended for a period determined by the Parties, not to exceed 30 days from the day the cause of the delay is corrected.

Owner Initials: _____ **Contractor Initials:** _____

a. Contractor may extend the start date of a project if there is any shortage of materials or a material price increase that exceeds 20% after the day of signing. (Such as but not limited to covid, hurricanes, wildfires, worker shortages).

- b. Owner may pay the adjusted increase in costs to keep the schedule agreed to in this Agreement
5. The workmanship and materials used shall be of the quality required by the specifications and to the satisfaction of Contractor and shall be at all times subject to the Owner's inspection and rejection. Contractor cannot guarantee any cracks or spalling to new or existing concrete/driveway/garage pads/asphalt however will provide a gravel base that has been tamped in accordance with all local ordinances. Contractor will use 6" wire mesh. Contractor will use a 6.5 sack (4000psi) concrete mix, which is a better than average concrete. Contractor will make all necessary joints in concrete to assure a good concrete job but cannot guarantee against all visible imperfections.
6. Owner shall advance to Contractor, upon request, sufficient funds to take advantage of cash discounts for materials and to meet payrolls when due. If Contractor requests an advance before actual payrolls can be completed or invoices furnished, the advance shall be based on estimates furnished by Contractor to Owner.
7. Contractor agrees to work with any Architect should one be required by city codes or ordinances.
- a. The cost of any Architect is at the Owner's sole expense.
- b. Should an Architect be needed, an Architect Addendum shall be completed, attached, and incorporated to this agreement.
8. Owner shall insure the buildings and work against loss or damage by fire [with extended coverage endorsement] in the amount of \$_____ with loss being made payable to the parties in accordance with their respective interests.
9. If Owner fails to pay when due any sums payable to Contractor, Contractor may suspend work upon written notice to Owner. If Owner's default continues for thirty days after such notice, Contractor may terminate this agreement and remove his equipment and machinery from the work and Owner shall pay the cost of all work done up to the time of the termination and twenty percent of the "Total of construction payments" as shown in Section 2 above, to Contractor as liquidated damages.
10. Occupancy/use of the structure by Owner or his licensee or tenant shall be deemed an acknowledgment that the work has

Owner Initials: _____ **Contractor Initials:** _____

11. The Contractor shall, at all times prior to receiving the full purchase price required pursuant this Agreement, have the right to exhibit the garage being constructed pursuant to this Agreement to any and all persons, in addition to permitting representatives of governmental authorities, financial institutions, and the Owner to inspect the structure
12. Any notice, demand, or other communication required or desired to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been sufficiently given or served, for all purposes, if sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

Contractor: _____

New Creation Builders, LLC
818 East 73rd Street
Cleveland, OH 44103

Owner: _____

Address:

Any party may change the address to which a Notice is to be sent to them by Notice in writing to the other parties as provided above.

13. Failure by the Contractor to insist on or enforce any of their rights shall not constitute a waiver of those rights by the Contractor, and nothing shall constitute a waiver of the Contractor's right to insist on strict compliance with the provisions of this Agreement.

14. Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply; and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

15. Any controversy relating to this contract shall be settled by arbitration in accordance with the then existing rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court of record having jurisdiction.

16. This Agreement supersedes all previous agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement.

17. No changes or modifications of this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

Executed at _____ [city], Ohio, on
_____ [date].

CONTRACTOR: New Creation Builders, LLC
_____ [signature]
[printed name]

OWNER
_____ [signature]
[printed name]

IMPORTANT NOTICES ON FOLLOWING PAGE

NOTICE TO OWNER OF CONTRACTOR'S RIGHT TO OFFER TO
RESOLVE ANY ALLEGED CONSTRUCTION
DEFECT BEFORE OWNER MAY COMMENCE A DWELLING ACTION OR
ARBITRATION PROCEEDINGS

AGAINST CONTRACTOR

OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST
FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR
COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE
CONSTRUCTION AGAINST THE RESIDENTIAL
CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST 60 DAYS
BEFORE YOU FILE A LAWSUIT OR
COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE
CONTRACTOR WITH A WRITTEN NOTICE OF
THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER
1312 OF THE OHIO REVISED CODE, THE
CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY
FOR THE DEFECTS. YOU ARE NOT
OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES.
THERE ARE STRICT DEADLINES AND
PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM
MAY AFFECT YOUR ABILITY TO FILE A
LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.

Receipt of notice acknowledged by _____, OWNER, on
_____(DATE).

Owner Initials: _____ **Contractor Initials:** _____

APT ELECTRIC
25975 EMERY ROAD, SUITE F
WARRENSVILLE HTS, OH 44128
216-538-0485
www.aptelectric.com

This is a contract between _____ and APT Electric made on this
date ____/____/2021 for the following work to be performed at _____

STANDARD 2 CAR GARAGE PACKAGE:

- Trench and install up to 60ft of underground 1/2" rigid IMC conduit buried at 6" depth per code. Backfill to rough grade. (does not include boring under sidewalk or driveway)
- Two 20amp dedicated circuits run to garage
- Main disconnect shut off switch in garage. (code)
- Supply and install an LED motion spotlight on front center of garage (or other requested location.)
- Supply and install a white jelly jar fixture w/LED bulb at man-door, controlled w/switch.
- Install 2 GFCI protected receptacles inside garage on walls.
- Install 1 receptacle for the garage door opener.
- Install 2 keyless fixtures w/LED bulbs inside garage, controlled w/switch.
- All wiring MC metallic cable with steel boxes.
- Obtain electrical permit.
- Supply and install one 1/2 HP Chamberlain garage door opener w/1 remote and 1 inside wall console to control door and light on opener.

TOTAL: \$2,150.00

Deduct \$150.00 if 1 car garage (1 less wall receptacle and inside light)
Add \$150.00 if 3 car garage (1 additional wall receptacle and inside light)

UPGRADE OPTIONS:

- Additional light location or receptacle: \$85.00
- Bore under a sidewalk for underground conduit: \$85.00/each
- Additional garage opener remote: \$45.00/each. (1 remote included in standard package)
- Supply and wire a keypad opener control at garage exterior: \$85.00/each
- 60amp 240v sub-panel upgrade with 3/4" underground rigid IMC conduit: \$950/each.
- 3-way switch mounted inside house to control garage lights from both inside garage and the house (Lutron Caseta switching used): \$125.00/each.
- Each additional foot of underground trenching/conduit after 60ft: \$8.00/ft.
- Bore underneath a driveway cost to be quoted after reviewing site.
- Additional garage opener unit w/1 remote supplied and installed: \$400.00

ACCEPTED BY: _____ DATE: ____/____/2021