



46 PENNSYLVANIA AVENUE
MALVERN, PA 19355
T 610-640-1227 F 610-640-5880
WWW.RCLEGNINI.COM
PA HIC REGISTRATION# PA022198

September 2, 2020

Dear Potential Customer:

We are pleased to submit our proposal and contract for the above-referenced project. Our proposed costs are based on our site visit.

In an effort to be compliant with the Pennsylvania’s Home Improvement Consumer Protection Act, R.C. Legnini Company has posted a complete compliant contract with Contractor’s and Owner’s rights on our website. Please visit www.rclegnini.com and select the PA Home Improvement Contractor’s Contract under the Residential tab to view. If you would like a physical copy provided to you, please let us know.

We propose the following:

- Description of work being proposed.

Total-----\$??

CONTRACT DOCUMENTS:

The contract documents consist of this Agreement, drawings, specifications and addendum (as listed above) issued prior to execution of this Agreement, other documents listed in this Agreement and Owner and Contractor approved change orders issued after execution of this Agreement, all of which form the Contract, and are as fully part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement, either written or oral.

WORK OF THE CONTRACT:

The Contractor shall execute the work described in the contract documents. All work is to be completed in a workman like manner according to standard practices. Any changes to this contract must be in writing. Changes to the work will be billed as follows:

Carpenter	\$78.00/hour
Shop	\$85.00/hour
Supervisor	\$85.00/hour
Markup on materials and subcontractors	20%

ESTIMATED PROJECT DATES:

Work under this agreement will begin within ?? (?) weeks of receipt of signed contract and deposit.
Work under this agreement will be substantially complete within ?? (?) calendar days after the date construction begins.
Schedule will be confirmed prior to start.

CONTRACT SUM/PAYMENTS:

The Owner shall pay the Contractor ?? **Dollars (\$??)** for this work.
Upon execution of this agreement, Owner shall pay to Contractor ??? **Dollars (\$??)** as a deposit on the contract price.
Progress payments will be due thereafter and Contractor will submit an application for payment to Owner. Payment will be due within 15 days of the date of the application for payment.
Except as otherwise provided in this agreement, Contractor may retain zero from the initial payment as a non-refundable deposit if this contract is terminated for any reason other than default by Contractor.
Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at a monthly rate of 1.5 percent per month.

SUBCONTRACTORS:

In compliance with Pennsylvania’s Home Improvement Consumer Protection Act, Contractor may use subcontractors for the Project. Please contact our office for a list of subcontractors expected to work on your project.

INSURANCE:

Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.

Contractor carries insurance coverage with the policy limits identified below and agrees to maintain: (1) Liability insurance covering personal injury in an amount not less than \$ 50,000, and (2) Insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$ 50,000. Current limits: General liability single occurrence \$1,000,000.00.

COMPLIANCE WITH THE HOME IMPROVEMENT CONSUMER PROTECTION ACT:

This contract is legible. (2) This contract includes the signature of Owner and spouse (or authorized agent) and Contractor (or authorized salesperson). (3) This contract contains the entire agreement between Owner and Contractor for the Project, including attached copies of all required notices. (4) This contract shows the date the contract was signed. (5) When this contract is signed, a signed copy of this agreement will be provided to Owner at no charge and with all required notices. (6) This contract includes the registration number of Contractor. (7) This contract includes a three-day right of rescission: An individual signing a home improvement contract, except as provided in the emergency provisions of Section 7 of the act known as the Unfair Trade Practices and Consumer Protection Law (Title 73 Pennsylvania Statutes § 201 et. seq.), shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing. (8) This contract shows the toll-free telephone number of the Bureau of Consumer Protection in the Office of Attorney General which is 800-441-2555.

OWNER'S RESPONSIBILITIES:

Owner shall have sole responsibility to secure financing for the Project and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Contractor. Owner hereby authorizes and directs any lender on the Project to furnish Contractor with full information on undisbursed loan proceeds when requested by Contractor.

Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor or Subcontractors except as provided under this agreement.

REPRESENTATIONS BY CONTRACTOR:

Owner has reported to Contractor all conditions known to Owner which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

MISCELLANEOUS PROVISIONS:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

This agreement is entered into as of the date written below.

Owner's signature	Owner's name	Date signed
Co-Owner's signature	Co-Owner's name	Date signed
Mitch Handman, President, R. C. Legnini Company, Inc.		Date signed

Sign both copies of this proposal and return them along with the required deposit to R. C. Legnini Company, Inc., 46 Pennsylvania Avenue, Malvern, PA, 19355. Upon receipt, we will sign the Agreement and return one fully executed copy to you for your records.

We look forward to working with you.

Sincerely,

The R.C. Legnini Company, Inc.

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

TO: Potential Customer

RE: Your Right to Cancel Project

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is ____/____/____, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction. You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

R. C. Legnini Company, Inc., 46 Pennsylvania Avenue, Malvern, PA, 19355

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

_____ /_____/_____
 Signature Date

Notice Required by 12 Code of Federal Regulation Section 226.15(d), Effects of Rescission

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

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