



CONSTRUCTION CONTRACT AGREEMENT

This Construction Contract Agreement (this "Agreement") is made as by and between Susie Thill, an individual located at 854 Edmund Ave., St. Paul, MN 55104 ("Owner") and Satin Touch, Inc., a Minnesota corporation located at 13562 Hwy 65 NE, Ham Lake, MN 55304 with contractor's license number MN BC748997 ("Contractor"). Owner and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Description of Work. Contractor shall perform the following described work at 854 Edmund Ave., St. Paul, MN 55104 (the "Property"), in accordance with Owner's contract plans and specifications, attached as Exhibit A, this Agreement and any Change Order, as defined herein, (collectively, the "Contract Documents").

2. Contract Price, Payments and Cancellation. Owner agrees to pay Contractor the total amount of \$173,667.20 (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. Payment will be made by personal check or by credit/debit card (if debit/credit card used, there will be an additional 3% convenience fee added), according to the following schedule:

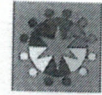
- \$ 52,100.16 30% deposit due upon the execution of this Agreement.
- \$ 52,100.16 30% due upon starting the Project.
- \$ 52,100.16 30% due after rough-ins have past inspection
- \$ 12,156.70 7% due after cabinets have been installed
- \$ 5,210.02 3% due upon signing of Certificate of Completion.

Any change orders to this contract must be approved in writing or by electronic methods such as text, email, etc., and will be assessed and paid out at time of closing.

You may cancel this contract at any time before midnight of the 3rd day which begins after the date the contract is signed by you. Notice of cancellation must be sent to Contractor by Certified Mail postmarked within the 3-day period noted above. In the event a cancellation notice is given after the 3-day rescission period, by Owner, there will be a Cancellation Fee due and withheld from any deposit monies returned to the Owner. The Cancellation Fee will be equal to 15% of the total Contract Price.



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2.1 Optional, I/we, hereby elect to forego the 3-day recession period and ask that the Contractor start the process of applying for any needed permits and special orders so we can expedite our project.

3. Certificate of Completion. Upon completion of the Work, Contractor shall notify Owner that the Work is ready for final inspection and acceptance and Owner shall make the final payment immediately after final inspection.

4. Materials and Labor. Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Owner.

5. Licenses and Permits. Contractor shall obtain all licenses and permits necessary for proper completion of the Work. Owner is responsible for the cost of any necessary permits or licenses.

6. Laws and Regulations. Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, and any safety requirements of Owner (the "Applicable Laws"). Contractor shall promptly notify Owner upon discovery of any variance between the Applicable Laws and the Construction Documents.

7. Supervision of Construction. Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

8. Record Documents. Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Owner upon completion of the Work.

9. Utilities. Owner shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. Owner shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

10. Hazardous Materials. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants,



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contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify Owner and may cease working until the material or substance has been rendered harmless. Owner shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, *provided* such claim, damage, loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

11. Warranty. Contractor warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects. Contractor shall redo or repair any Work not in accordance with the Contract Documents or any defects caused by faulty materials, equipment or workmanship for a period of one (1) year(s) from the date of completion of the Work.

12. Condition of the Property. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

13. Inspection. Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

14. Right to Stop Work. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Owner shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

15. Subcontracts. Contractor shall furnish to Owner a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom Owner reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

16. Work Changes. Owner reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference



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herein. All change orders will be paid in advance to materials being ordered or additional work beginning.

17. Other Contractors. Owner reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded, and shall give them access to the Property as necessary to perform their contracts.

18. Indemnification. Contractor agrees to defend, indemnify and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or for property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Owner.

19. Contractor's Insurance. Contractor agrees to maintain at its own expense during the entire period of construction at the Property:

A. General Liability Insurance. Such general liability insurance as will protect Contractor from claims for property damage and bodily injury, with limits of liability not less than \$1,000,000.00 for each occurrence.

B. Workers' Compensation Insurance. Such workers' compensation and employee insurance as required by law.

C. Automobile Liability Insurance. Such automobile liability insurance with limits of liability not less than \$300,000.00.

Except for the workers' compensation insurance, Contractor shall name Owner as an additional insured. Proof of such insurance shall be filed by Contractor with Owner within a reasonable time after execution of this Agreement.

20. Waiver of Subrogation. Owner and Contractor each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement. Owner and Contractor shall cause each insurance policy carried by Owner or Contractor relating to the Property to include or allow a full waiver of any subrogation claims.

21. Time of Essence. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

22. Liquidated Damages. In the event the Work is not completed by the date set forth in Section 3 of this Agreement, plus any extensions thereof as allowed in this Agreement, Owner shall suffer damages uncertain in amount and difficult to measure and prove accurately. Owner and Contractor agree that in lieu of actual damages, and not as a penalty, for delay in the performance of the Work, Contractor shall



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donate to the Owner's choice of charitable organizations the sum of \$100 for each calendar week completion of the Work is delayed. Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Owner shall have the right to deduct any liquidated damages from any amount due or that may become due to Contractor. Liquidated damages shall be the sole and exclusive remedy for Owner for delay in completion of the work past the agreed upon date.

23. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay.

24. Early Termination for Breach of Contract.

A. Contractor's Termination. Contractor may, on five (5) days' written notice to Owner, terminate this Agreement before the completion of the Work when for a period of five (5) days after a progress payment is due, through no fault of Contractor, Owner fails to make the payment. On such termination Contractor may recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit.

B. Owner's Termination. Owner may, on five (5) days' notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents. If the unpaid balance on the Contract Price at the time of the termination exceeds the expense of finishing the Work, Owner shall pay such excess to Contractor.

25. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

27. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

28. Notices. Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.



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29. Assignment. No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

30. Binding Effect. This Agreement shall be binding and enure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

31. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions.

32. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

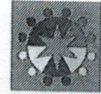
33. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

34. Amendments. This Agreement may not be amended or modified except by a written agreement signed by the all of the Parties.

35. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.



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NOTICE TO OWNER

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

 _____ Owner Signature	_____ Susie Thill Owner Full Name	
Satin Touch, Inc. _____ Contractor Full Name	 _____ Contractor Representative Signature	Chad Lange Owner _____ Contractor Representative Name and Title



Exhibit A

See Attachment



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Exhibit B

Design Statement Items:

Flooring:

Kitchen

½ BTH

Guest BTH

MSTR BTH

Carpet

Paint Color(s) and Sheen:

Room

Color

Sheen

Exterior

Exterior Trim/Moulding

Interior Walls

Cabinets:

Color/Style

Sheen

Cabinet Door Style

Cabinet Color/Stain

Supplier

Product #

Kitchen Sink

Kitchen Faucet

½ BTH Vanity Combo

Guest BTH Vanity Combo

MSTR BTH Vanity Combo

Guest BTH Shower Head

MSTR BTH Shower Head



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DR Lighting		
Exterior Lighting		
½ BTH Vanity Lighting		
Guest BTH Vanity Lighting		
MSTR BTH Vanity Lighting		
Flush Mount Lighting		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		



Certificate of Completion

Contractor Name: Satin Touch, Inc.

Property Address: 854 Edmund Ave., St. Paul, MN 55104

I, Susie Thill, hereby state HomesReinvented by SatinTouch has completed the project I/We hired them for and meets and/or exceeds our expectations.

X

Susie Thill
Homeowner

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