



P.O Box 384
Wallingford, VT 05773
(802) 558-1267

vermontcomfort@yahoo.com

WORK AGREEMENT

THIS AGREEMENT made this **5** day of **August**, **2026**, by and between **John Buckles**, hereinafter called "*Vermont Comfort, LLC*", and **Arlington Town Hall**, hereinafter called the Owner/Contractor.

WITNESSETH, that "*Vermont Comfort, LLC*" and the Owner or Contractor for the consideration named herein agree as follows:

ARTICLE 1. SCOPE OF THE WORK

"*Vermont Comfort, LLC*" shall furnish all the materials and perform all of the work described in the proposal at the Owners/Contractors location listed below.

Address:

3828 VT RTE 7A
Arlington, VT 05250

ARTICLE 2. TIME OF COMPLETION

The work to be performed under "*Vermont Comfort, LLC*" shall be commenced on or before **October 19, 2026**, and shall be substantially completed on or before **October 22, 2026**. Time is of the essence.

ARTICLE 3. THE WORK AGREEMENT PRICE

The owner shall pay "*Vermont Comfort, LLC*" for the material and labor to be performed under the Work Agreement in the sum of **\$24,110** Dollars (\$), subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Work Agreement price shall be paid in the manner following:

50% due prior to project start. Scheduled day/days of work could change if payment and signed Work Agreement are not received by "*Vermont Comfort, LLC*" in a timely manner. **\$12,055**

Final payment is due within 15 calendar days of project completion. Overdue payments subject to a penalty charge of 5%. Overdue payments of 30 days are subject to a penalty charge of 5% every 7 calendar days.

Make all checks payable to "Vermont Comfort, LLC".

Send Payment too; P.O. Box 384 Wallingford, VT 05773

Credit Card payments must be paid in full and there is a 3% processing fee.

Vermont Comfort will deduct 25% from the 50% deposit if the project is to be canceled for any reason by the customer, for its time/running cost for the site visit, proposal creation, and loss of work.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals licensed and authorized by law to perform said work.
3. "*Vermont Comfort, LLC*" may at its discretion engage subcontractors to perform work hereunder, "*Vermont Comfort, LLC*" shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Work Agreement.

4. All change orders shall be in writing and signed by both "Owner or Contractor" and "*Vermont Comfort, LLC*".
5. "*Vermont Comfort, LLC*" shall at its own expense obtain all permits necessary for the work to be performed.
6. "*Vermont Comfort, LLC*" agrees to remove all its debris and leave the premises in broom clean condition.
7. In the event Owner shall fail to pay any periodic or installment payment due hereunder, "*Vermont Comfort, LLC*" may cease work without breach pending payment or resolution of any dispute.
8. "*Vermont Comfort, LLC*" shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, unsafe weather, incomplete construction, or general unavailability of materials.
9. "*Vermont Comfort, LLC*" can only honor a proposal price for 30 days from the date stated on the proposal. If the project is to be started after 30 days, then customer should contact "*Vermont Comfort, LLC*" to see if their proposal pricing needs to be adjusted. Any projects that may be phased out and or take longer than one month to complete could encounter up to a 20% increase to the final payment invoice due to the constant price increases on materials and running cost.
10. "*Vermont Comfort, LLC*" does not warranty its work and is not responsible for its work if damaged by Owner, Others, or Pre-existing structure problems that can cause damage from Nature (pest's or weather). All structure and drainage problems should be addressed before "*Vermont Comfort, LLC*" starts any work.
11. **If spray foam is to be installed**, "*Vermont Comfort, LLC*" has the right to refuse or postpone the installation of the spray foam if the substrate the foam is being applied to is not at the following minimum requirements based on the chemicals manufacturers specifications: **substrate temperature must not be colder than 30 degrees Fahrenheit, substrate moisture content must not be more than 18%**. It is the homeowner or contractors' responsibility for making sure the workspaces are heated and dried properly before Vermont Comforts start date, during the insulation prosses, and until the insulation prosses is complete.
12. "*Vermont Comfort, LLC*" will charge an additional \$85.00 per man hour for any labor time that exceeds the proposed work to be done for Vermont Comfort to do its job safely and professionally. This includes but is not limited to drying out workspaces (interior or exterior), moving of items/things, and clearing spaces to get tools/equipment onto the worksite and into the workspace. Milage cost per vehicle is \$0.60 per mile.
13. "*Vermont Comfort, LLC*" will deduct 25% from the 50% deposit if the project is to be canceled for any reason by the customer/contactor, for its time/running cost for the site visit, proposal creation, and loss of work.

14. If the Owner or contractors would like to get incentives with "Efficiency Vermont", then it is their responsibility to have an energy audit/blower door "test-in" done before the structure undergoes any deconstruction or air reduction measures.

15. If "*Vermont Comfort, LLC*" reduces the air-exchange within any structure to a level where an air-exchanger system is required (based on the results of a blower door test), then it will be the Owner or Contractors responsibility to purchase and have a "ERV" (energy recovery ventilator) system installed. To be done by a certified HVAC company for proper sizing.

ARTICLE 6. OTHER TERMS

Signed this ____ day of _____, 20____.

X

Owner / Contractor

Vermont Comfort, LLC /CEO
John Buckles