## Evansen Builders, LLC.

20215 Rustic Ridge Ct., New Berlin, WI 53146

(262) 549-9700, www.evansenbuilders.com

Earl Cell #262-744-5208 (project manager)

Client: Celia & John Wiberg

Address: 946 N. 31st st., Milwaukee, WI 53208

Date: 3-21-25

Phone: 414-313-5446 Email: cwiberg@wi.rr.com

In this contract, the above person(s) is referred to as Owner and/ or buyer. Evansen Builders LLC. is referred to as the seller and/ or contractor. Buyer agrees to buy, and seller agrees to sell for the total cash price, the products described below. Contractor agrees to furnish all materials and perform all labor according to the following specifications...

## **Products and Services**

- \* Tear off roofing down to the decking on entire house. Please note we use tarps and wood to help protect shrubs and flowers. Install 4x8 OSB 7/16 if any bad wood. \$85.00 per sheet.
- \* Install 6 feet winterguard ice and water on all eaves, 3 feet in valleys and around chimney and 18" inches around all penetrations. Please note in any areas that trap snow or ice we will use extra ice shield to protect weak areas.
- \*install ½" fiber board.
- \* Install .60 mil rubber membrane on flat roof with needed flashings.
- \* Install 2 new 750 vents. Tearratone
- \* Install Masterflow power vent solar.

Terrato

- \* Install d-edge color \_\_\_\_terratone\_\_.
  - Install w-valley in terratone.
- \*Install Certainteed synthetic approved underlayment on open roof areas.
- \* Install Certainteed starter shingles on eaves and rake edges.
- \* Install Landmark Certainteed weathered wood ... according to spec. Must use 1 3/4" nails
- \* Install Certainteed cap shingles on all ridges and hip locations.
- \* Install caulk on exposed nail heads.
- \*Replace plumbing vent flashings with new lead flashings.
- \* Keep all half round gutters. Keep flat roof gutter.
  - · Replace chimney flashing with aluminum. Terratone
  - Reuse step flashing on dormer front wall.

- Install rain diverters in terratone.
- Clean up job site of job related debris. Sweep lawn with magnet for any loose nails.

Provide dumpster on wood Put on road.

Note. Roofing work done in the fall or cooler season may take longer for the shingles to lay flat on the roof and seal. This is only temporary and is only a cosmetic concern (if it is even noticed)

Evansen builders will pull permit needed for the project listed above.

## SALES SUMMARY

CertainTeed warranty will be filed by Evansen builders for manufacturers extended warranty.

Total \$18,000.00

Terms of payment:

\$8,000.00 down payment.

Balance due upon completion of project.

Contractor agrees to do all work and labor in a workmanlike manner and agrees to carry Liability and workman's compensation insurance.

Contractor will do all work in strict accordance with the ordinances, rules and requirements of the City, Town, or Village, wherein the above mentioned property is located.

All manufacturers' warranties apply as the sole warranty which seller passes through to buyer except Evansen Builders LLC Guarantees Workmanship for a period of 1 years from the date of completion.

Any alterations or deviations from this proposal and specifications involving extra expense will be charged for additionally, same to be paid for on completion. Any change from original plan to be done at owner's risk and expense.

It is also understood that the price agreed upon herein does not include possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by seller, the expense therof will be paid for by the buyer of such work. Please note while doing a roof and exposing the house to the elements of weather. Evansen builders reserves the right to make structure water / weather safe.

It is also agreed that any claim for adjustment shall not be reason or cause for failure to make payment in full. Any claim or unresolved controversy arising under this contract shall be settled by arbitration and judgement upon the award rendered may be entered in any court of competent jurisdiction.

It is understood and agreed that the contractor shall not be held liable for delays or failure to perform hereunder caused by strikes, accidents, fires, weather conditions, floods, acts of God, delays in

obtaining material, legal acts of public authorities, or delays or defaults caused by public carriers. All contracts are subject to approval of our credit department. Clerical errors subject to correction.

NOTICE OF Lien RIGHTS AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS OR HER LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMENTS ARE DULY PAID.

## **Notice To Buyer**

- 1.) You do not have to sign this contract before reading it, even if otherwise advised.
- 2) You do not have to sign this contract if any of the blank spaces intended for the agreed terms to the extent of the then available information are left blank.
- 3) You are entitled to an exact copy of this contract at the time it is signed.
- 4) After completion of work, contractor warrants his workmanship and materials as stated above, but is not liable for any interior damage if such ever occurs.
- 5) The buyer has misrepresented any material fact with respect to Buyer's credit worthiness.
- 6) Products, which the seller believed to be available, are unavailable and comparable products are not available.
- 7) an error or omission in obtaining the dimensions for an area in which a product is to be installed occurs. Seller shall notify buyer in writing in event of such events.

The buyer(s) hereby certifies that he or she has read this agreement, that the terms and conditions and the meaning thereof have been explained to them and you fully understand them; that there is no understanding between the parties verbal or otherwise that that contained in this agreement of which a copy therof is hereby received and acknowledged; and that the owner shall maintain no action on any new substituted contract except by the Contractor or by any of its agents to induce him to execute Agreement, made by any of its agents, unless the same be reduced to writing and signed by the Contractor.

This is a home improvement instrument and is non-negotiable. Every holder takes subject to all claims and defenses of the maker or obligor.

(We) (I) Have read this contract.

Signed/ Date:

Salesman/owner: Earl Ehrhardt

Buyers/ Customer's Right To Cancel

I may cancel this agreement at any time prior to midnight of the third day business day after the date of this transaction. I have read the accompanying notice of right to cancel.