



Guardian Inc.
16920 W. Cleveland Ave
New Berlin, WI 53151
(414) 226-5619
www.GuardianExts.com

Customer Information

Andre Ash
3357 North Sherman Blvd
Milwaukee WI 53216

414-234-9058
andre@ashcomputersolutions.com

Date: 03/10/2023
Rep: Patrick Fay

Project Summary

Work Types

House - Work Type(s): **Roofing-Full Replacement**

Pre-Project Information

Customer's Project Goals and Objectives:
Project is contingent upon approval of certificate of appropriateness. Customer needs signature.

Property Protection Requests

Property Protection Requests: No special requests.

Customer Special Needs or Requests

Customer Special Needs or Requests:
Customer needs Project done after April because of work from home during tax season

Additional Details

Additional Details:
Shingles are to be Landmark Terra Cotta. Garage is not included. Soffit and fascia work to be assessed after certificate of appropriateness is approved.

House Work Area Quantities:

Quantities INCLUDED in the contract price for the scope of work to be performed:
Included Linear Feet of Gutter Guards
Locations NOT INCLUDED:
Any other or separate areas, detached structures, quantities listed as 0 above, and quantities above and beyond what is specifically outlined in the INCLUDED section above are NOT INCLUDED in this contract scope of work and price.

Garage Work Area Quantities:

Quantities INCLUDED in the contract price for the scope of work to be performed:
Locations NOT INCLUDED:
Any other or separate areas, detached structures, quantities listed as 0 above, and quantities above and beyond what is specifically outlined in the INCLUDED section above are NOT INCLUDED in this contract scope of work and price.

Other Work Area Quantities:

Quantities INCLUDED in the contract price for the scope of work to be performed:
Locations NOT INCLUDED:
Any other or separate areas, detached structures, quantities listed as 0 above, and quantities above and beyond what is specifically outlined in the INCLUDED section above are NOT INCLUDED in this contract scope of work and price.

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Standard Asphalt Shingle Roof System

Job Specifications

Property Protection	Set up property protection according to Guardian's standard procedures.
Dumpster Location:	Street
Dumpster Note:	If dumpster is requested to be placed in the street, Homeowner must get permission from the local municipality. If permission is granted, additional costs for blockage, dumpster permits, barricades, and fees will apply to this contract as an additional cost, not to exceed \$500.00 without further approval.
Material Storage Location:	Back Yard
Removal	1 Layer Tear-Off - Removal and disposal of up to 1 Layer of existing roofing included. If additional layers are found, additional costs for removal and disposal will apply.
Decking	Inspect decking for rot, damage, and/or defects where possible. If any unforeseen decking replacement is found, and deemed necessary. Replace decking at a labor rate of \$2.50 per square foot of plywood or OSB decking and \$4.00 per linear foot for board decking plus the cost of materials at market price plus 30% plus delivery or trip charges if applicable.
Included Decking Replacement	Price includes 0 square feet of plywood and/or 0 linear feet of roof boards to replace existing rotted or damaged decking. NOTE: Quantities are based on a preliminary visual inspection only. Any additional decking replacement will be made at the above listed costs.
Ice and Water / Leak Barrier	Standard - Install new Leak Barrier as follows: Heated Eaves of Home a minimum of 2 courses or approximately 6-feet. Valleys 1 course or approximately 3 feet centered in valley prior to valley flashings. Around all applicable roof penetrations.
Underlayment	Standard - Install new synthetic underlayment to roof areas not covered in ice and water / leak barrier.
Starter	Standard - Install new starter to all eaves.
Valley Flashing System	Cut Valley - If applicable, Install new leak barrier in valley. Install new valley flashing metal. New shingles to be woven through valley with top course cut in straight line and no flashing metal to be exposed.
Penetrations	Roof Penetrations (Soil Stacks, Power Poles, Non-Vent Penetrations) to be wrapped in leak barrier prior to installation of new flashings.
Edge Metals	Install new drip-edge flashing metal to all rake edges and eaves without gutters. Existing gutter apron to be re-flashed.

Edge Metals Color	Black
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Skylight Flashings

Standard - Re-flash existing skylights, if applicable, with new leak barrier and re-install existing flashing kits.

Roof Covering

Install new selected roof covering system and corresponding cap and accessory components in accordance with manufacturer and/or Guardian's installation specifications.

Standard Asphalt Shingles Brand, Type, and Color

Other

Product Availability

Due to extreme manufacturing and supply shortages, product and color availability and timeframes are changing weekly and therefore are impossible to predict.

In the event that the 1st choice option for shingle color and availability are not able to be received by Guardian in the originally anticipated timeframe, customer will be given the option to either wait for the extended lead time until the 1st choice is available, or select an alternative shingle type and color. If the alternative option is selected, that alternative option is listed below.

Fastening

Roof coverings to be fastened with corrosion resistant fasteners in type and style to meet manufacturer's requirements.

Roof to Wall Flashing

Roof to Wall Flashing

LifeGuard: Remove and dispose of all existing roof to wall flashing components. Install new ice and water shield from roof deck up sidewalls, install new step flashings in coordination with installation of new shingles. If wall is clad in siding, new roof to siding transition metal to be installed. If wall is masonry, new counterflashing metal is to be ground and sealed into masonry in straight lines, not stepped.

Chimney Flashing

Chimney Flashing

LifeGuard: Remove and dispose of all existing chimney flashing components. Install new ice and water shield around perimeter and up sides of chimney, install new custom front and back plates, install new step flashings in coordination with installation of new shingles. If chimney is a sided chimney, new roof to siding transition metal to be installed. If chimney is a masonry chimney, new counterflashing metal is to be ground and sealed into masonry in straight lines, not stepped.

Attic Ventilation

Roof / Attic Exhaust Vents

Replace existing attic exhaust vents with new. Color to be selected by Guardian based on shingle color selection.

Component Exhaust Vents

Re-flash existing bathroom, kitchen, and components exhaust vents.

Exhaust Vents Color

Black

Attic Intake Ventilation

No intake ventilation work

Warrantees

Materials Warrantees

Materials warrantees provided by product manufacturer(s). See manufacturer's warranty literature for specifications and details. Homeowner is responsible to register product warranty with manufacturer(s) after installation completion.

Workmanship Warranty

Limited 10 Year Workmanship Warranty.
Workmanship Warranty is on all areas of Guardian's original installation only.
See Terms and Conditions regarding specific information on warrantees.

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Standard Asphalt Shingles Insurance and Warranty Understanding Disclaimer

Standard Asphalt Shingle Roof Systems Disclaimer

The representative from Guardian has fully reviewed and I fully understand the terms, conditions, and exclusions of the manufacturer's warranty. I also understand that there are upcoming changes to the home insurance industry and that standard asphalt shingles are likely not going to be covered under new homeowner's insurance requirements. Understanding these things, I hereby waive Guardian of any responsibility or liability and take full responsibility for any issues, problems, or necessary remedies that are not covered under the manufacturer's warranty and/or are needed to comply with the upcoming insurance changes.

(Customer's Initials) _____



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Contract Amount	\$19,375.00
Not To Exceed - Without Further Approval (If Applicable)	\$19,375.00
Material Pricing Volatility	
Due to Current Extreme Material Pricing Volatility - See Materials Escalation Clause in Terms and Conditions	
Contract Amount Note:	
In some projects, particularly with repairs, tune-ups, custom work, and partial projects. Some work items will be completed on a time and materials basis. The minimum cost of the work is included in the Contract Amount field. The total project cost will not exceed the Not To Exceed amount listed below without further approval from Customer.	

Payment Terms

Deposit	\$9,687.50
Main Form of Payment	Finance
Payment Due at Job Start	\$4,843.75
Payment Due at Substantial Completion	\$4,843.75
Payment Terms Note:	
Payment Terms as outlined above are subject to change based on product availability, project scheduling, and project phases. Guardian receives the right to request and process payment draws at the start and completion of any phases of the project in multi-phase and multi-component projects.	

Financing Details

Amount Financed	\$19,375.00
Financing Company	Enerbank
Financing Plan	Hybrid - 12 Months No Interest No Payments Converts to 6.99%
FINANCING IS SUBJECT TO CREDIT APPROVAL	

Agreement

Date of Commencement	
"Commencement" is defined as any coordinating activity taken by GUARDIAN in preparation for performance under the Retail Contract. Administrative work will begin the next week following the Federal Right to Rescind period. Standard backlog varies for initiation of Installation from 10-12+ weeks for standard projects and 12-16+ weeks for more custom projects. All dates are subject to change based on weather, manufacturing, shipping, items out of Guardian's control, and other projects scheduled and started ahead of this project whose installation times may vary.	
Tentative Project Start Timeframe:	Spring/Summer 2023

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This listed project start timeframe is an estimate only. Due to elements outside of Guardian Inc's control, this timeframe can vary greatly, therefore all dates are subject to change based on weather, manufacturing, shipping, elements outside of Guardian Inc's control, and other projects scheduled and started ahead of this project whose scope of work and installation times may vary.

Date of Completion: Upon commencement of installation, installation will proceed, barring weather or other elements outside of Guardian Inc's control, until final completion. Completion schedule is dependent upon the level of project complexity, size, and varying trades and installers involved. Additional work orders or agreed upon specification changes will increase the duration of the installation process and extend expected completion timeframe and/or may be treated as a separate project to be completed on a separate schedule and timeframe from the original project.

Customer agrees that verbal and/or electronic notifications to delays or changes to the project start time are an adequate and agreeable notification to change in start and/or completion dates and timeframes outlined in this agreement.

(Customer's Initials) _____

Payment Obligations

Customer agrees to sign a completion certificate and pay any Balances Due (as stated above, under TERMS OF SALE) at majority completion of project. Warranty and/or service claims are not valid basis to withhold payments or to refuse to sign a completion certificate. If Customer fails to pay according to these terms, the entire unpaid amount becomes immediately due and payable, and, in addition, Customer must pay any and all actual reasonable attorneys' fees, plus court costs incurred by GUARDIAN to enforce this Retail Contract.

Customer's and GUARDIAN's obligations under this contract are contingent upon Customer's obtaining credit approval. Customer's financial obligations are subject to terms and conditions of accepted financing from lender.

Partial Lien Waiver

GUARDIAN has been contracted by the Customer to furnish and/or install Product(s) according to the terms and conditions of this Agreement for the improvement of Customer's premises, described above. Customer has paid to GUARDIAN on this date a deposit in the amount of \$9,687.50. GUARDIAN hereby waives its lien rights on Customer's premises and buildings in the amount of and only in the amount of Customer's payment. GUARDIAN specifically reserves its lien rights for materials, supplies and labor performed by GUARDIAN in any amount exceeding the Customer's payment.

Lead Disclosure

The work is NOT Exempt

The work to be performed is NOT exempt from state or federal Lead Safe laws, and I recognize that Lead Safe Work Practices (LSWP) may be Required. I understand that the contract price includes all materials and labor, including clean-up costs, which are necessary to ensure Compliance when LSWP are required. I have received a copy or link to a digital file of the pamphlet, Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools, Informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this Pamphlet before the work began.

Andre Ash

03/10/2023

Date

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Agreement

By signing, Customer acknowledges that (s)he owns the property and that (s)he agrees to the terms and conditions of this Agreement, including all of the Terms and Conditions of this Agreement, the Work Order(s), the Finance Acknowledgement Addendum and any Addenda. Customer also Acknowledges that (s)he has received two fully completed copies of this Agreement, and that (s)he has been informed verbally of his/her right to cancel. See additional sections concerning Customer's Warranties, general terms and conditions, and Notice of Lien Rights, which are incorporated herein and made part of this Agreement. Customer expressly authorizes GUARDIAN employees or representatives to contact Customer by telephone and e-mail. I hereby give GUARDIAN and those acting pursuant to its authority, permission to publish or distribute any pictures taken of the project and property from before, during, and after the project, through print, video, multi-media or any other advertising mediums in whole or in part without restrictions or limitations. I will make no monetary or other claim against GUARDIAN for use of such photograph(s) or video and I hereby release GUARDIAN from any/all liability from such use.

NOTICE OF CANCELLATION

CUSTOMER'S RIGHT TO CANCEL

You may cancel this agreement by mailing a written notice to GUARDIAN at the address below before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby Cancel" and adding your name and address. A duplicate of this page is provided by the Seller for your records.

Name:

Address:

Print "I HEREBY CANCEL"

Customer understands that any cancellation of this agreement after the federal right to rescind will result in a forfeiture of any deposit(s) made and GUARDIAN has the full right to pursue any additional costs above and beyond any made deposit(s) for any applied administrative, production, sales, managerial, overhead costs, and labor, as well as any re-stocking fees, and cancellation penalties as deemed solely by GUARDIAN.

GUARDIAN reserves the right to cancel this contract at any time within sixty (60) days of the date of this contract, or by the Date of Completion, whichever is sooner. If GUARDIAN cancels this contract, an authorized GUARDIAN representative will promptly notify Customer in writing and will return any down payment Customer has made.

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GUARDIAN reserves the right to cancel this contract at any time within sixty (60) days of the date of this contract, or by the Date of Completion, whichever is sooner. If GUARDIAN cancels this contract, an authorized GUARDIAN representative will promptly notify Customer in writing and will return any down payment Customer has made.

I have been verbally informed of the Customer's Right to Cancel and have received two copies of this notice.

(Customer's Initials)_____



Andre Ash

03/10/2023

Date

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03/10/2023

Date

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TERMS & CONDITIONS

Dumpster and Material Location Selections

Dumpster and Material storage location options were discussed at the time of filling out the project details in the contract. Options selected were the choice of Customer. At the time of delivery Customer assumes possession of materials and is responsible for the safe storage of materials from that point forward.

Attic Ventilation Disclaimer

Guardian always recommends to upgrade the intake and exhaust ventilation to meet accepted guidelines for proper airflow. Guardian has provided an option to assess and/or upgrade the ventilation on this project..

Guardian recommends that all homes be properly ventilated both from an intake and exhaust perspective and that all homes also be properly air sealed and insulated in order to minimize the amount of moisture travel and heat loss that have been known to contribute to excess condensation and related problems in homes and attics.

As Guardian is not responsible for all of the items that can cause or contribute to these problems, Guardian is not responsible for any problems that arise due to air leaks, condensation, insulation, or ventilation of the attic and home.

Installation

Installation: Only work stated on the work order(s) and addenda will be honored; other oral or implied representations will not be recognized. GUARDIAN is not responsible for conditions beyond its control including condensation resulting from pre-existing conditions or inside humidity. In some rare cases, pre-existing conditions which include, but are not limited to, rotted wood, insect infestation, code violations, etc., that are unknown to GUARDIAN upon the sale may require additional labor and materials to complete the job properly. Should this occur, the Customer agrees to pay GUARDIAN for any additional labor and material costs incurred by GUARDIAN at its prevailing labor rate per person per hour plus material costs x 1.5, or alternately, for a specified lump sum if mutually agreed, payable 50% or an agreed to amount, upon acceptance and balance due upon completion of installation. If any labor is performed which includes either new materials or the re-use of existing materials, this contract only covers the installation of said materials and does not include any finishing which includes, but is not limited to, plastering, sanding, painting, staining or filling of nail holes, etc. except where explicitly outlined in the work order. Customer also acknowledges that GUARDIAN incurs significant costs when deploying individuals to install the Product(s). If Customer stops the work being performed by GUARDIAN for any reason, thus causing a delay in installation, Customer agrees to pay a \$1,500.00 job restart fee.

Materials Escalation Clause

The contract price for this construction project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered to be highly volatile, and sudden price increases could occur. Guardian, Inc. agrees to use their best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of the specified materials that are purchased after execution of contract for use in this construction project, the Owner agrees to pay that cost increase to the Guardian, Inc. Any claim by Guardian, Inc. for payment of a cost increase shall require written notice delivered by Guardian, Inc. to the Owner stating the increased cost, the building material or materials in question, and the source of supply.

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Materials Escalation - Special Circumstances - Right of Termination

The contract price for this construction project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered to be highly volatile, and sudden price increases could occur. Guardian, Inc. agrees to use It's best efforts to obtain the lowest possible prices from available building material suppliers.

Should there be a rise in the cost of any specified building material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than 20%, Guardian Inc. shall, before making any additional purchases of specified material or materials, provide to the Owner a written statement expressing the amount of the increased material cost, a description of the building materials and the source of the supply of the materials and increase of the contract price.

The Owner may then, at his option, terminate the contract by providing within 5 business days both written notice of termination to Guardian, Inc., and payment to Guardian, Inc. for materials, administrative, and labor costs.

Should both notice of termination and full payment not be forthcoming within 5 business days, as provided herein, Guardian Inc. shall have the option to terminate the contract, or to proceed with the contract and purchase the specified building materials at the increased price. If termination is elected, Guardian Inc. shall provide to the Owner a written notice of termination, and the Owner shall be required to pay Guardian Inc. for all it's costs expended in performance of the contract to the date of termination.

Liquidated Damages

In the event the owner terminates this contract after the expiration of the 3-day federal right to rescind period during which cancelation may occur, the owner shall pay to Guardian, Inc., a sum equal to no less than 10% of the contract price specified above for anticipated gross profit. This sum is agreed upon as the proper measure of liquidated damages that Guardian, Inc., will sustain as a result of the owner's cancellation of this contract after the expiration of the 3 day right to cancel period, and in addition, the owner shall pay to Guardian, Inc., sums incurred by Guardian, Inc., for materials purchased or ordered for the anticipated performance of this contract, as well as any applied labor and direct administrative costs.

Landscaping / Plants / Structures Disclaimer

Guardian will take reasonable measures to protect landscaping, plants, building components, and structures. Due to the nature of this work, and necessary foot traffic around the home. Wearing of grass in work area, some flattening or minor damage to close shrubbery, bushes, ground cover, plants, etc. is to be expected and not considered to be Guardian's responsibility for repairs or replacement.

Due to the products used in cleaning and rejuvenation systems there is a chance that some potential staining or damage may occur. In the event of such issues, Guardian cannot be responsible for such items.

Products and Colors

Customer understands that when all components are not 100% fully replaced, such as in repairs and partial replacement, that new component colors, textures, sizing, and other aesthetic components can with vary due to product availability, manufacturing, existing products aging, weathering, variances in color lots, etc. and that the newly installed products will likely not be an exact match to the existing components and that color, shading, style, and appearance differences will be noticeable.

Customer agrees to allow Guardian, at Guardian's discretion, to substitute any project materials or colors for like or similar products or colors if deemed necessary.

Customer agrees that if any product or colors that are left blank in this scope of work they grant Guardian permission to choose or select the product and/or colors for those items.

Warranties

1. Manufacturer's Warranty.

The Manufacturer of the Product(s) installed by GUARDIAN provides Customer (the original purchaser) with a written Warranty. This Manufacturer's Warranty will be provided to Customer at the installation and/or delivery of the Product(s) covered by the Manufacturer's Warranty by providing the labor, parts, and material necessary to repair or replace the Product(s) according to the terms, conditions, limitations, and restrictions of the Manufacturer's Warranty.



2. **Transportation Fees** In servicing warranty claims or other in-home repairs, a transportation fee will be charged to the homeowner for each repair or replacement that requires a visit by a GUARDIAN Representative to Customer's home. This fee (currently \$250.00) will be determined by GUARDIAN based on the prevailing costs at the time of service. The transportation fee is waived for (1) year from the date of installation and/or delivery of the product(s).

3. **Exclusion or Warranties** THERE ARE NO EXPRESS WARRANTIES OF ANY KIND OR CHARACTER EXCEPT AS PROVIDED IN PARAGRAPHS 1 AND 2, ABOVE. FURTHER, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. GUARDIAN MAKES NO OTHER WARRANTY OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO THE PRODUCT(S) AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, AND THE SAME ARE HEREBY EXCLUDED AND DISCLAIMED.

4. **Limitation of Remedies.** IF GUARDIAN DETERMINES THAT CUSTOMER HAS A PRODUCT(S) THAT IS DEFECTIVE DUE TO INSTALLATION WHICH IS WARRANTED UNDER THE TERMS CONTAINED HERIN, THEN GUARDIAN WILL REPAIR OR REPLACE, AT ITS OPTION, THE DEFECTIVE PART OR PORTION, INCLUDING MATERIALS AND LABOR, AT NO COST TO CUSTOMER. GUARDIAN RESERVES THE RIGHT TO REFUND THE ORIGINAL CONTRACT SALES PRICE IN LIEU OF REPAIR OR REPLACEMENT. UNLESS OTHERWISE PROVIDED BY LAW, GUARDIAN'S MAXIMUM LIABILITY ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF PRODUCT(S).

5. **Disclaimer of Consequential Damages.** UNDER NO CIRCUMSTANCES SHALL GUARDIAN BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, WHETHER ARISING OUT OF BREACH, WARRANTY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY PROPERTY DAMAGE INCURRED AS A RESULT OF PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS SET FORTH IN PARAGRAPH 4, ABOVE.

6. **Performance of Warranty Obligations.** GUARDIAN shall perform its warranty obligations within one hundred eighty (180) days after inspection and authorization by Guardian if a Customer makes a valid warranty claim.

7. **Workmanship Warranty Disclaimer.** Guardian's Workmanship Warranty applies to areas of Guardian's original installation of new products only. Any areas of re-flashing, re-using existing components, areas of tie-in to other people's work or existing work, or where Guardian is not 100% installing and/or replacing all existing components of the project carry a maximum of a 2-year workmanship warranty.

Warranty, Guarantee, or Assurance Settlements

Resolution to any Warranty, Guarantee, or Assurance claims will be determined at the sole discretion of Guardian, Inc.

General Terms and Conditions

1. **Force Majeure.** GUARDIAN shall not be responsible for late delivery or failure to make delivery of all or any part of the Product(s) purchased under this Agreement as a result of causes beyond its reasonable control including this Agreement as a result of causes beyond its reasonable control including but not limited to: back orders by the Manufacturer, federal, state, or municipal action, statute, ordinance, or regulation; strike or other labor trouble; riot or other civil disturbance; inability to secure raw materials or supplies; or any other cause, contingency or circumstance within or without the United States not subject to its control which prevents or hinders the Manufacturer or delivery of the Product(s) and Services provided pursuant to this Agreement.

2. **Entire Agreement.** This document, the Work Order, Warranties, Financial Acknowledgement Addendum, and any Addenda hereto constitute the entire agreement between GUARDIAN and Customer with regard to the subject matter hereof, and supersedes any and all previous documents, writings and/or representations, oral or written. No course of dealings between GUARDIAN and Customer and no usage of trade shall be relevant or admissible to supplement, explain, or vary the terms of this agreement or any addendum hereto. No other representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein, in any Work Order or in any Addenda hereto. This Agreement, including the Work Order and any other Addenda, can only be modified in writing signed by a Registered Officer of GUARDIAN and Customer.

- 3. Authority of Agents. No agent, employee or representative of either party has the authority to bind the parties to any affirmation, representation, or warranty concerning this Agreement other than the terms contained herein or set forth in an addendum hereto. Any affirmation, representation or warranty not included to this Agreement shall not be enforceable in any way.
- 4. Applicable Law. This validly, construction, and performance of this Agreement shall be governed by the laws of the State of Wisconsin, without regard to its choice of law provisions.
- 5. Arbitration of Disputes. All parties to this agreement hereby agree to submit any dispute arising from this agreement to binding arbitration under the auspices of the American Arbitration Association. In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the company.
- 6. Attorney's Fees, Costs, and Expenses of Collection. In the event that Guardian Incorporated engages in arbitration or legal proceedings for the recovery of the unpaid portion of the Agreement price and makes such a recovery by settlement or trial in the arbitration or action, the Owner shall reimburse Guardian Incorporated for the actual costs, expenses, and attorney fees incurred by it in such arbitrations and legal proceedings.
- 7. Severability. If any provisions, paragraphs or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement.
- 8. Material Cost Escalation. Building materials are sometimes subject to unusual price volatility due to conditions that are beyond the control and anticipation of Contractor. If there is a substantial increase in these or other materials between the date of this Contract and the date when Work commences, Contractor will provide notice to Owner, and the Parties shall execute a Change Order.
- 9. Access to Work and Jobsite. The Owner, at Owner's cost, shall facilitate access of the Contractor to the Jobsite. Water for construction and electric power will be furnished by Owner without cost to Contractor. Storage of materials and storage of Contractor's equipment shall also be provided by Owner. Owner agrees to disconnect any plumbing, gas, electric, or other utilities required for Contractor to perform the Work. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.
- 10. Asbestos. This Contract is based on Contractor not discovering or coming into contact with asbestos-containing materials ("ACMs"). Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACMs. Contractor shall be compensated for additional expenses resulting from the presence of ACMs. Owner agrees to indemnify Contractor from and against any liability, damages, loss, claims, demands or citations arising out of the presence of ACMs.
- 11. Noise, Fumes and Emissions. Owner is aware that construction produces noise and construction products emit fumes, vapors and odors during the application process. Some people are more sensitive to these noises and emissions than others. Owner shall hold Contractor harmless from claims from third parties relating to noise, fumes and odors that are emitted during the normal installation process.
- 12. Jobsite Conditions. If the conditions encountered at the Jobsite are (a) conditions materially different from those indicated in the Contract Documents; or (b) unusual or unknown conditions materially different from those ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, the Contractor shall stop Work in the affected area and give prompt notice of the condition to the Owner. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Schedule shall be determined as outlined in the section herein titled Changes.
- 13. Safety. Contractor is not responsible for the safety of persons on the roof other than its subcontractors and employees. Owner agrees to indemnify and hold Contractor harmless from claims for personal injury by persons or entities that Owner has allowed or authorized to be on the roof.

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14. Work Stoppage. Should work be stopped by any public authority or the Owner for more than thirty calendar days, Contractor may terminate this Contract and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Contractor's anticipated profit under this Contract. Owner's failure to sign Change Orders or Owner's refusal to make Progress Payments, or any other cause beyond Contractor's sole control, shall also be cause for work stoppage by Contractor.

15. Termination of Contract. In the event of cancellation of the Contract by the Owner, Contractor shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred through that date plus Contractor's anticipated profit under the Contract. Contractor may unilaterally terminate this Contract at any time for any reason, including, without limitation, Owner's failure to timely pay and Owner's failure to timely make decisions relative to the Work. Owner shall remain obligated to pay Contractor for the value of all Work completed and materials ordered as of the date of termination, plus Contractor's anticipated profit under the Contract.

16. Protection of Personal Property and Jobsite. Owner agrees to remove or protect any personal property inside and outside the Jobsite. Contractor shall make reasonable efforts to avoid damage to existing property. Contractor will make every effort to keep debris and dust down to a bare minimum. Contractor is not responsible for housecleaning or damages sustained to Owner's personal property during normal construction activities.

NOTICE CONCERNING CONSTRUCTION DISPUTES

WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS CUSTOMER MUST FOLLOW BEFORE FILING AN ACTION (COURT OR ARBITRATION) FOR DEFECTIVE CONSTRUCTION AGAINST GUARDIAN AND/OR AGAINST GUARDIAN'S SUPPLIERS AND/OR MANUFACTURERS.

SECTION 895(2) AND (3) OF THE WISCONSIN STATUTES REQUIRE CUSTOMER TO DELIVER TO GUARDIAN A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS CUSTOMER ALLEGES ARE DEFECTIVE BEFORE CUSTOMER FILES AN ACTION (COURT OR ARBITRATION), AND CUSTOMER MUST PROVIDE GUARDIAN AND/OR GUARDIAN'S SUPPLIERS AND/OR MANUFACTURER'S THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR REMEDY THE ALLEGED CONSTRUCTION DEFECTS. CUSTOMER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY GUARDIAN AND/OR GUARDIAN'S SUPPLIERS AND/OR MANUFACTURERS. ALL PARTIES ARE BOUND BY APPLICABLE WARRANTY PROVISIONS.

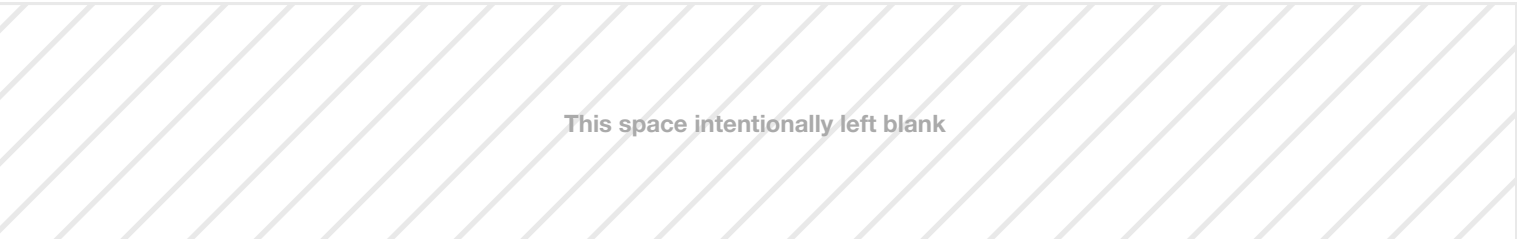
NOTICE OF LIEN RIGHTS: Customer is entitled to receive written lien waivers from all contractors, subcontractors and material suppliers at the time final payment is made. Customer is also entitled to receive a written partial lien waiver in proportion to a partial payment at the time partial payment is made.

AS REQUIRED BY THE WISCONSIN CONTRUCTION LIEN LAW, BUILDER (GUARDIAN) HERBY NOTIFIES OWNER (CUSTOMER) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING 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 PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Terms and Conditions Acknowledgement of Receipt, Understanding, and Acceptance

I hereby acknowledge that all of the Terms and Conditions of this contract have been reviewed with me, I understand them fully, I agree to all of the Terms and Conditions, and I have received a copy.

(Customer's Initials)_____



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