

# J.D. GRIFFITHS Construction Contract

8401 W Calumet Road | Milwaukee, WI 53224

414.362.7222 | Fax 414.362.7226

www.jdgriffiths.com

Thank you for working with J.D. Griffiths Co., Inc. This document sets forth the Construction Contract terms between J.D. Griffiths Co., Inc. ("Contractor") and the Owner of property as described below ("Owner"), and supersedes any oral agreements and understandings. The Contract is subject to and incorporates the Contractor's standard terms and conditions, together with any plans or specifications referenced below. **Please carefully review this Contract and the Contractor's Standard Terms and Conditions (see back side) before signing below as this will become a binding agreement between the parties.** On behalf of J.D. Griffiths Co., Inc., we appreciate your business and looking forward to working with you.

Date: 9/9/24

OWNER: JESSE LEE  
2857 N. SHERMAN BLVD  
MILWAUKEE WI 53210

Phone - Home \_\_\_\_\_  
Work \_\_\_\_\_  
Cell 414-526-5504

Lead Source: Referral - Repeat - YP - Radio - Newspaper - Internet - Home Show E-Mail YAKIN195706@GMAIL.COM

CONTRACT PRICE: (\$ 43421) FORTY THREE THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS

PROGRESS PAYMENT SCHEDULE: Owner agrees to pay the Contract Price to Contractor upon the following schedule:

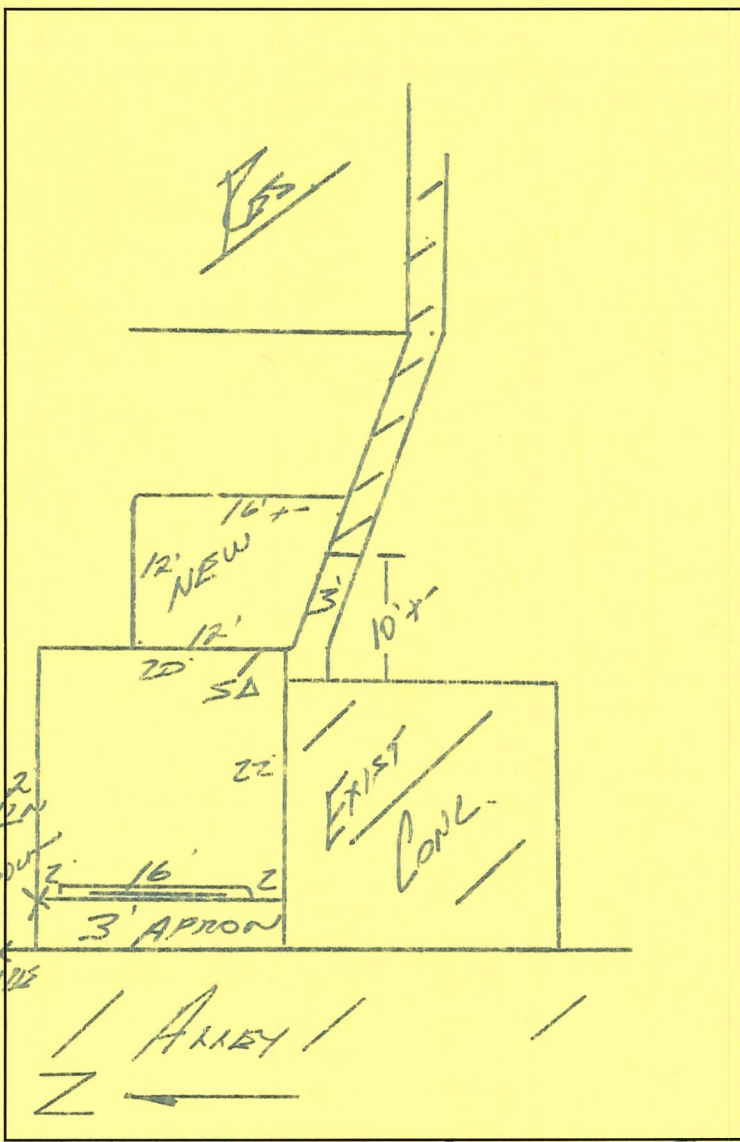
- \$ 4300 Min. 10% Down payment upon execution of Contract
  - \$ 26421 \* Progress Payment is due immediately following the completion of concrete work. Also due is fill charged at 33.00 per yard and retaining walls in excess of standard 8" charged at rate of 29.50 per square foot if needed. Contract price includes up to 20 yards of fill and 12 square feet of foundation wall. Second payment must be received before lumber is delivered.
  - \$ 12700 \* Final Payment is due within 7 days of Substantial Completion
- \* NOTE a 2.5% Transaction fee will be added for all Credit Card payments

Final Payment is due within 7 days of Substantial Completion. A 1.5% per month (18% per year) late payment fee will be assessed on any unpaid balances remaining after 30 days, with Owner responsible for Contractor's costs of collection, including actual attorney's fees.

WORK SCHEDULE: Work shall begin on the Commencement date and end upon Substantial Completion, both of which are defined as follows:

Commencement: Unless another date is specified below, work will start within 45 business days after (1) this Contract is signed by Owner; (2) Down payment is received by Contractor; (3) proof of Owner's ability to pay is given to Contractor (if requested); (4) all governmental permits/approvals necessary for the Work are issued; (5) the following Project Site preparation is prepared by Owner (as applicable); and (6) Weather Permitting:

Substantial Completion: Substantial Completion means the Work will be ready for use for the purpose for which it was intended and/or the occupancy permit or other government approval, if required, is issued, whichever occurs first. Unless otherwise agreed or provided for in this Contract, Substantial Completion will occur on or before 90 business days after Commencement. Substantial Completion can be reached even though punch list items may then be outstanding and warranty periods may not have expired. Note: To the extent the Owner and/or Contractor request that the above Work Schedule be modified (by date, progress, etc.), those modifications are as follows:



Approx. Roof Pitch 5/12 Survey Status: \_\_\_\_\_  
20 x 22 GABLE • HIP • REVERSE GABLE  
 Gable Ends siding N/A  
 Overhang front 12 " sides 12 " rear 12 "  
 Apron 20 x 3 Drive \_\_\_\_\_ x \_\_\_\_\_  
 O.H. door headers MICRO-LAMS (6) 2 x 6 wall ties  
2 x 4 studs 16 o.c. 2 x 6 rafters 16 o.c.  
 Trusses \_\_\_\_\_  
 Roof sheathing OSB Wall sheathing OSB  
 Shingles 02 OAKRIDGE BROWN WOOD

Primed overhangs & trim. **No painting included.**  
 Siding: LP TEXTURED 4" EXP FRENCH GRAY  
HOUSE WRAP  
 Window \_\_\_\_\_ size \_\_\_\_\_ style \_\_\_\_\_ color \_\_\_\_\_  
 Fiberglass Service Door no glass, with lockset 36" DEARBORN  
 Electric Yes  No  Includes 50' of Trenching STANDARD  
WIRING

Gutters 5" ALUM. SOUTH+WEST Color PEARLSTONE  
 Downspout location NW GRAY  
 Aluminum Trim Yes  No  Soffit  Fascia  Garage Door Trim  
 Service Door Trim Trim Color LP FRENCH GRAY  
 Door Style 141 2283 Color ALMOND  
 Size 16 x 7 , \_\_\_\_\_ x \_\_\_\_\_ BC/SQ  
 O.H. Glass \_\_\_\_\_  
 O.H. Door Jamb LP O.H. Door Trim LP  
 Door Opener 1AMP LIFTMASTER Trans. 2 Key Pad Y/N  
 Skid loader type machine wheel in of concrete Yes/No NO  
 Remove existing garage YES/No Disconnect Electric Owner/Contractor CONTRACTOR  
 Concrete removal subject to a charge if greater than standard 4" thick or additional reinforcement is found.  
 J.D. Griffiths to clean up carpentry debris Yes/No NO  
 Owner/Contractor to apply for normal building permit.  
**Owner responsible for cleaning out old garage. Other debris removed will be an extra charge to owner unless included under extras.**

EXTRAS INCLUDES CONCRETE REMOVAL AND GRADING OF SIDE  
PERMIT FEES + DRAWINGS EXTRA @ BEST!

This Contract, including any attached plans and specifications and the Contractor's Standard Terms and Conditions (see back side), and unless mutually agreed-to by written modification, is the entire agreement between the Owner and Contractor. **Any other written or oral statement, warranties, sales literature or understandings made before execution of the Contract are null and void, unless expressly stated in this Contract.**

Owner warrants that the person executing this Contract, and any subsequent Change Orders, has legal authority to do so, including obligating the Owner to a marital purpose debt if married. Owner acknowledges review and approval of the entire Contract before execution. This Contract is not assignable by either party without the other's reasonable consent. **Thank you for using J.D. Griffiths Co., Inc.**

J.D. Griffiths Co., Inc. \_\_\_\_\_ Date 9/9/24 Owner Jesse L. Lee Date 9/9/24  
As a representative of J.D. Griffiths Co., Inc.

## J.D. GRIFFITHS CO., INC.'S LIEN NOTICE

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT THOSE FURNISHING CONSTRUCTION LABOR OR MATERIALS MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER AND SUBCONTRACTORS WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE WORK. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE IDENTIFICATION NOTICES AND SHOULD GIVE A COPY OF EACH TO OWNER'S MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH OWNER AND ANY SUCH LENDER TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE PAID AMOUNTS DUE.

### NOTICE CONCERNING CONSTRUCTION DEFECT

WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED YOUR DWELLING OR COMPLETED YOUR REMODELING PROJECT, OR AGAINST A WINDOW OR DOOR SUPPLIER OR MANUFACTURER. SECTION 895.07 (2) AND (3) OF THE WISCONSIN STATUTES REQUIRES YOU TO DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE BEFORE YOU FILE YOUR LAWSUIT, AND YOU MUST PROVIDE YOUR CONTRACTOR, OR WINDOW OR DOOR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR REMEDY THE ALLEGE CONSTRUCTION DEFECT. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR WINDOW OR DOOR SUPPLIER. ALL PARTIES ARE BOUND BY APPLICABLE WARRANTY PROVISIONS.

### CUSTOMER RIGHT TO CANCEL

YOU MAY CANCEL THE ATTACHED CONSTRUCTION CONTRACT AGREEMENT BY MAILING A WRITTEN NOTICE TO J.D. GRIFFITHS CO., INC., 8401 WEST CALUMET ROAD, MILWAUKEE, WI 53224, BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THE CONSTRUCTION CONTRACT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS BELOW.

### NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS

IF A CONSUMER REQUESTS LIEN WAIVERS, A SELLER OF HOME IMPROVEMENT SERVICES MUST PROVIDE LIEN WAIVERS FROM ALL CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS. THIS WISCONSIN LAW PROTECTS CONSUMERS FROM HAVING LIENS FILED AGAINST THEIR PROPERTY. LIEN WAIVERS PREVENT THE FILING OF A LIEN ON YOUR HOME IN THE EVENT THAT A CONTRACTOR DOES NOT PAY SUPPLIERS OR SUBCONTRACTORS.

FOR MORE INFORMATION ABOUT HOME IMPROVEMENT LAW, CONTACT THE WISCONSIN CONSUMER PROTECTION BUREAU AT 1-800-422-7128 OR WWW.DATCP.WI.GOV

### STANDARD TERMS AND CONDITIONS

- Project Site:** Only the written specifications shall be binding on the Contractor. **Contractor will not be liable for damage caused by customary entry or exit of trucks of heavy equipment at job site.** Neither J.D. Griffiths Co. nor its agents are responsible for any damage to tree or plant roots, underground cable TV, electrical cables, phone, water lines, or any other utilities. **Owners understands and agrees that garage constructions and related grading and concrete work will disrupt the ground and any landscaping around the job site and the job access routes. Owner is responsible for any and all landscape or grade restoration (including without limitation and filling of any electrical trenches,)** unless specifically included under extras.
- Plans and Specifications:** In terms of the work to be performed by Contractor ("Work") as part of a Contract including its plans and/or specification, Contractor has sole control of construction methods, sequence of work and coordination of its subcontractors to perform the construction identified in the specifications.
- Materials:** Contractor will make reasonable efforts to cause materials to match existing construction, however, Owner understands that the natural characteristics of building materials may result in color, texture and finish variations, and that perfect matches are not and cannot be guaranteed by Contractor. Building material imperfections may include, but are not limited to, mineral marks, visible seams, shade variations, mill marks, and minor blemishes.
- Owner Duties:** The Owner will timely provide at Owner's expense, and is solely responsible throughout performance of the Work for: (a) unobstructed access for the Contractor's Work to be performed at the project site from 7:00 a.m. until 7:00 p.m., Monday through Friday, including removal of any existing hazardous materials, as well as keeping children and pets away from the Work area; and (b) removal, protection and reinstallation of Owner's personal property. Owner agrees to designate location of garage and all improvements and assumes responsibility for any encroachments, for any violations of any deed of building restrictions and zoning or other municipal ordinances. (c) Owner is responsible for moving any electric or cable lines that may hinder construction process.
- Delays:** If Contractor is prevented from completing the Work due to delays of the Owner, third parties or acts of God, or should the Contract be commercially impracticable to perform for reasons not directly caused by Contractor (such as a substantial material price increases or a supply-line issue not contemplated by the Contractor), the Contractor may reasonably request, which Owner shall agree, an equitable adjustment of days to achieve Substantial Completions arising from such a delay and/or cancellation of the Contract.
- Warranty:** Contractor warrants that all Work performed under the Contract will be free from defects for a period of one (1) year from the date of Substantial Completion. This limited warranty is Owner's exclusive remedy against Contractor, is conditioned upon Owners conveyance of Final Payment to Contractor, and ends upon Owner's sale or other conveyance of the Project Site. This warranty does not cover: (a) items not installed or repaired by Contractor or its subcontractors; (b) ordinary usage or failure by Owner to properly maintain the Work, (c) damage by exposure to weather conditions, including expansion or contraction of natural building materials, and (d) incidental or consequential damages of any kind. For any products covered under a manufacturer's warranty, Owner's claim for such a warranty is with the manufacturer, not the Contractor. Contractor does not separately warrant products covered under manufacturers product warranty or products installed and covered under a manufacturer's warranty.
- Collection/Disputes:** Should Owner fail to make payment pursuant to its Contract with Contractor, Contractor has the right, in its sole discretion, to pursue payment through one or more collection actions, including but not limited to use of a third party collection company and/or through formal legal proceedings, with Owner responsible for any and all costs and expenses, including actual attorneys' fees incurred by Contractor in furtherance of collection and as allowed by law. For all disputes other than non-payment by Owner, to the extent the Contractor and Owner are unable to informally resolve, they agree the exclusive remedy and venue for resolving such disputes is through binding arbitration before the NARI Home Improvement Council Ethics Board ("Board") pursuant to its rules. The decision of the Board shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. Costs and attorneys' fees of the prevailing party at arbitration may be awarded by the Board, at its sole discretion.
- Marketing:** Owner agrees to allow Contractor to display its sign on the Project Site, provided such display does not violate any subdivision covenant, municipal ordinance, or other applicable law. Owner agrees to allow Contractor, or an agent thereof, to take photographs of the Project Site before, during, and after completion of the Work and to use such photographs in Contractor's marketing and promotional materials, without limitation. Owner shall not be entitled to any compensation for Contractor's display of its sign on the Project Site or for the use of such photographs in Contractor's marketing and promotional materials.
- RESCISSION:** Within or before seven (7) business days after the last-signature of the Contract, Contractor has the right to cancel the Contract, for any reason, upon notice, and without fault or damage to Owner. Upon cancellation, the Contractor and Owner's continued obligation under the Contract are extinguished, subject to determining any costs and expenses incurred on the contract by Contractor prior to cancellation. Owner remains responsible for Contractor's cost and expenses (including those related to performance) incurred prior to rescission, Upon rescission, any deposit or pre-payment on this Contract will be promptly returned to Owner, less any reasonable cost and expenses (including those related to performance incurred by Contractor.

## Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

*Step One Notice of Claim*—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

*Step Two: Contractor's Response*—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

*Step Three: Claimant's Response*—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

*Step Four: Contractor's Supplemental Response*—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

*Step Five: Claimant's Response*—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

## More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Remedies to claims may involve repairs, monetary payment, or a combination of repairs and payments.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, is treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the "Right to Cure Act" can result in delay or dismissal of legal or arbitration actions.

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The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

## Wisconsin's Framework for Successful Communications Between Consumers and Contractors

The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting



for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

The "Right to Cure Law" also provides timetables and steps to help solve disputes and misunderstandings between consumers and contractors related to residential construction and remodeling, before going to court or arbitration.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

This brochure highlights some of the provisions of the "Right to Cure" Law, and is not a complete description of the law, and is not a substitute for legal representation.



The "Right to Cure Law" requires that before any dwelling construction begins, consumers must be provided with this brochure prepared by the Department Safety and Professional Services, and the following notice:

'Notice Concerning Construction Defects'

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.



**The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action.**

If no agreement has been reached concerning the alleged defect after the structured exchange of communications between a claimant and the contractor or supplier, according to the "Right to Cure Law" process, the claimant may file a legal action in court or go to arbitration.

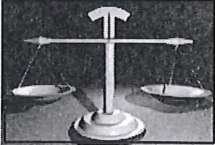
Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs.

Consumers and contractors or suppliers are bound by warranty terms for products or services. A warranty can define a construction defect.

A dwelling is any premise or portion of a premise that is used as a home or place of residence. This also includes existing driveways, sidewalks, swimming pools, patios, porches, detached garages, etc.

Claims are a request or demand to remedy a construction defect caused by a contractor or supplier. Claims may be made by owners, tenants, or property associations.

Claimants have a number of responsibilities in making timely specific written claims to contractors and suppliers.



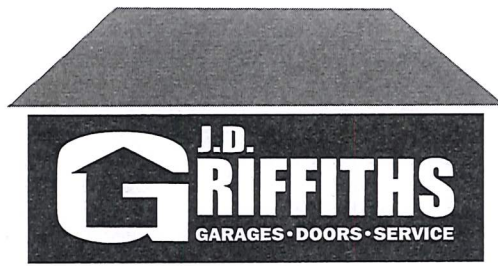
Contractors are persons who enter into written or verbal contracts to construct or remodel a dwelling. Suppliers are persons who manufacture or provide windows or doors for a dwelling.

The steps for claims and responses are defined in the "Right to Cure Law." Claims must include specific written description of alleged defects and evidence to substantiate the nature and cause of defects. Responses to claims and other written communications must also be specific to allegations and evidence.

Contractors or suppliers must respond to a written claim within a set number of working days either by offering to repair or remedy in some fashion, by requesting an opportunity to inspect, by involving a supplier, or by rejecting the claim.

The 2005 Wisconsin Act 201 may be found on the Department Safety and Professional Services' website, as can a PDF copy of this brochure:

<http://dsps.wi.gov/Programs/Industry-Services/Industry-Services-Programs/One-and-Two-Family-UDC/One-and-TwoFamily-Dwellings-Uniform-Dwelling-Code-Publications/>. Contact legal counsel for more information on the "Right to Cure Law," and consumer and contractor rights and responsibilities.



## CUSTOMER'S RIGHT TO CANCEL

You may cancel the attached Construction Contract between you and J.D. Griffiths Co, Inc. by mailing a written notice to the Contractor at the following address:

J.D. Griffiths Co, Inc.  
8401 West Calumet Road  
Milwaukee, WI 53224

Before midnight of the third business day after you signed the Construction Contract. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address below. A duplicate of this page is provided by the Contractor for your records.

OWNERS HEREBY CANCELS THE CONSTRUCTION CONTRACT, dated \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_