INFINITY EXTERIORS

ROOFING AND GUTTERS CONTRACT

KANDIE SMITH

3244 West Mckinley Boulevard, Milwaukee, WI 53208

(206) 371-1000

Office phone (262) 650-5040

Customer #C2249751

Project # ---

License # ---

10/22/2024

Project Advisor: Logan Rezash

lrezash@infinityroofing.com (414) 745-5793

BBB ACCREDITED BUSINESS A+ rating

Roofing Contractor Top 100 Roofing Contractors

NARI NATIONAL ASSOCIATION OF THE REMODELING INDUSTRY

Best of houzz SERVICE

SELECT ShingleMaster CertainTeed — SHINGLE MASTER

MASTER LP BUILDSMART PREFERRED CONTRACTOR — MASTER MEMBER

ALCOA — MASTER CONTRACTOR

CERTIFIED VINYL SIDING INSTALLER PROGRAM ASTM D4756 — Sponsored by the Vinyl Siding Institute

Prepared for:
Kandie Smith
3244 West Mckinley Boulevard
Milwaukee, WI 53208
(206) 371-1000
Customer #: C2249751

INFINITY EXTERIORS

Date: 10/22/2024
16600 W Cleveland Ave
New Berlin, WI 53151
Office: (262) 650-5040
Project #: ---

ROOFING
SCOPE OF WORK

- Secure all necessary permits for construction.
- Protect property using plywood against the home and tarps draped from gutter lines.
- Tear off all existing roofing material down to the wood deck below (house). This proposal does not include the porch overhang in the front or the flat roof in the back.
- Dispose of debris off-site while adhering to all OSHA requirements for worker and pedestrian safety. Infinity Exteriors LLC will provide waste removal services. The container will be placed in the street according to local ordinance and removed upon completion of the work.
- This bid includes complete re-deck (over old) with 50 sheet(s) of 7/16" OSB.
- Furnish and install WinterGuard Granular ice and water barrier extending up 6 ft. from the gutter line. Ice and water barrier will also be installed around critical roof penetrations, under valleys, and at the roof to wall intersections.
- Furnish and install new RoofRunner Underlayment.
- Furnish and install new starter shingles on all gutter and drip edges.
- Furnish and install new Shadow Ridge matching cap shingles on all ridges and hips of house.
- Furnish and install new drip edge metal where applicable.
- Furnish and install new pre-finished W-style metal valleys.
- Furnish and install new PROPER sewer vent pipe flashings.
- Custom fabricate and install a new two-piece chimney flashing (masonry chimneys only). Reglet will be ground into the masonry and all counter flashing will be set in reglet.
- Furnish and install CertainTeed Landmark in the color of your choice according to the manufacturer's printed instructions manual.
- Furnish and install 50 ft. of new EdgeVent intake vents to MEET BUILDING CODE.
- Furnish and install 5 new box exhaust vent(s) to MEET BUILDING CODE.
- Clean up and haul away all debris. A magnet will be used to retrieve loose nails.

Initials
KMS

ROOFING

PACKAGE OPTIONS

STANDARD

IKO Dynasty LT Shingle

$16,289.31

- Lifetime Limited Warranty
- 2pc fiberglass laminated shingle
- 110 MPH wind resistance
- 215lbs per square
- 25yr algae resistant

Color options

12 color options

BETTER

CertainTeed Landmark (standard system)

$16,466.56

- Lifetime Limited Warranty
- 2pc fiberglass laminated shingle
- 110 MPH wind resistance
- 215lbs per square
- 25yr algae resistant

Color options

11 color options

✓ Selected

INFINITE

CertainTeed Landmark

$16,868.11

- 50yr Non-prorated Material, Labor and Workmanship Warranty!
- 50 Point Follow-up inspection
- Upgrade to shadow hip and ridge cap shingles
- Upgrade to Winterguard Ice barrier
- Upgrade to synthetic underlayment
- 130MPH wind resistance
- Install new gutter apron
- 225lbs per square
- 25yr Algae warranty

Selected color

Georgetown Gray

GUTTERS
SCOPE OF WORK

Gutters

- ✓ Remove and dispose of the existing gutter system on the main house (this does not include the flat roof portion in the back). Keep existing downspouts.
- ✓ Furnish and install new 5in K-style seamless aluminum gutters in white. Tie in existing downspouts to the new gutter system.
- ✓ Furnish and install two splash guards.

Initials

KMS

ADDENDUM NOTES

- All discounts applied.
- Insurance project
- This proposal includes the second story roof on the home, but does not include the front porch overhang nor the flat roof portion.

LIFETIME WORKMANSHIP
WARRANTY

Lifetime workmanship warranty and "Infinite" warranty

We guarantee if our products ever fail as a result of our installation, we will replace them - today, tomorrow, and 50 years from now!

*Repairs carry no warranty unless the scope of work or addendum states otherwise.

*IKO Cambridge does not qualify for Infinity's Infinite warranty. The Cambridge warranty does not exceed 15 years.

Full replacement manufacturer warranty

Fully transferable, full replacement warranty that covers our workmanship and NEVER depreciates in value.

Workmanship inspection

At the completion of your project, an expert inspection will be completed so you know none of the details were missed!

INFINITY EXTERIORS - WARRANTIED, GUARANTEED QUALITY

PROJECT TOTALS & BALANCE DUE

Roofing	$16,868.11
Gutters	$948.21
Subtotal	$17,816.32
Promotions (if available)	$316.32
Total	**$17,500.00**
Down payment amount	$6,000.00

BALANCE DUE AFTER DOWN PAYMENT:

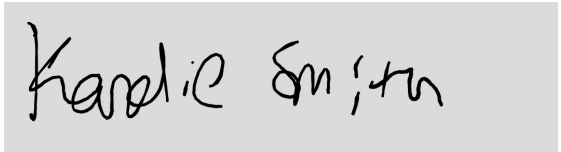
✓ Selected		
CHECK/CASH PRICE	**12 MONTH FINANCING**	**10 YEAR FINANCING**
Paid in full	No interest for 1 year	Monthly payments as low as
$11,500.00	**Not available with current discount**	**Not available with current discount**

ALL DISCOUNTS HAVE BEEN APPLIED

- (Payment via credit card will ONLY be accepted in person at Infinity Exteriors. A 4% cash/check discount is included in the price above if "Check" is selected. This 4% discount will NOT be applied if check is circled and payment is changed to a credit card. If payment type is Check and the customer elects financing AFTER contract signing there will be an additional investment. This amount will depend on what financing option is chosen (added to the amount owed).
- Each of the above separate amount totals are viewed as individual contracts, and as such may be billed at the time of completion of that specific contracted work.
- For multi-faceted projects, any discounts given or deposits collected will be spilt equitably among the contracts based on the total initial contract value of individual contract.
- By signing this form, the homeowner agrees that there have been no verbal agreements made and all contractual obligations and expectations are in writing either in the contract or above.

Signature

Homeowner authorized signature:



Date: 10/22/2024 Time: 4:25 PM

Infinity Exteriors authorized signature:

Date: 10/22/2024 Time: 4:25 PM

General condition - PROJECT START DATE: N/A - N/A

If left blank, the estimated start date will be 8-12 weeks from selection of final color product colors and approval of window measurement. Once started, the project can take between 2-4 weeks for substantial completion unless otherwise noted here:

*Project Start Date: 3-6 weeks from signing and collection of down payment, material and weather dependent

*Project Duration: 1-2 days, crew and weather dependent

Work. Contractor agrees to fully execute the Work described in the Contract Documents and reasonably inferable by Contractor as required to produce the result intended by the Contract Documents. Contractor is responsible for, and shall have sole control of the construction methods, sequences, and coordination of the Work, unless expressly stated to the contrary.

Commencement of Work. Owner warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of construction, equipment, and operations. Contractor's commencement of the work indicates only that the surface appears satisfactory to Contractor for the attachment of roofing, siding, or window materials. Contractor is not responsible for the construction, undulations, or structural sufficiency of any related products or surfaces that may be affected during normal construction activities. This includes but is not limited to interior drywall damage, stucco dislodging or falling off, decking or rafter cracks or breaks, soffit overhang damage or other damage that does not relate to roofing and could not be easily identified during normal working activity.

Construction Materials. Excess materials delivered to job site and/or materials not physically attached to the structure after Substantial Completion of the work contemplated by this Contract shall remain the property of Contractor.

Insurance. Contractor shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Owner shall maintain homeowners' or property insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Contractor as additional insured.

Environmental Hazards. Contractor is not responsible for any environmental hazards identified or released at Jobsite. Owner acknowledges that hazardous materials may be released by Contractor during the normal course of Contractor's work. Such hazardous materials may include, without limitation, mold, dust, chimney soot, creosote, and other particulates that may or may not become airborne. Owner expressly acknowledges ownership of any waste generated at the Jobsite, whether or not such waste contains hazardous materials. Except to the extent of the Contractor's negligent or intentional acts or omissions, Owner shall be solely responsible for all risk, shall indemnify and hold Contractor harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials at the Jobsite.

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.

Noise, Fumes and Emissions. Owner is aware that roofing construction produces noise and roofing 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 roofing process.

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.

Marketing/Advertising. Homeowner/building owner will allow Contractor to utilize photos of the home where services will be/have been provided in print and/or digital marketing.

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 or inside construction zone.

Payment. Owner shall timely make all payments (within 10 days)required by this Contract and the attached Payment Schedule. Time is of the essence as to all terms of payment. Owner agrees that, in addition to other remedies available to Contractor, if payment is not timely made, Contractor shall be entitled to a service charge of $300.00 plus 5% late fee if after 10 days and 1.5% every 30 days(18%APR) on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Contractor shall furnish lien waivers to Owner at the time each Progress Payment and the Final Payment is made to Contractor for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all Work, and a waiver of all claims by Owner, except those arising from liens or the warranty included in this Contract. No retention shall apply to any of the work.

Changes. Contractor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Schedule. All such changes shall be memorialized in a written Change Order to be signed by the Parties prior to Contractor's commencement of any new work. For changes in the Work, Owner and Contractor shall negotiate an adjustment to the Contract Price or the Contract Schedule in good faith and conclude negotiations as expeditiously as possible.

Disputes. These Conditions shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Conditions or the Work hereunder may, at Contractor's option, be venued in a Wisconsin Circuit Court for the county in which the Jobsite is located or in the Milwaukee County Circuit Court. Contractor may also, at Contractor's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Owner. If arbitration is selected by Contractor and an Arbitrator cannot be agreed upon, Contractor can petition Circuit Court for same. No matter which method of dispute resolution is selected, Contractor shall be entitled to recover attorney's fees and costs incurred in prosecuting, defending, or collecting from any dispute with Owner.

Warranty. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor further warrants that the Work shall be free from material defects not intrinsic to the design or materials required in the Contract Documents. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear, use for a purpose for which the Work was not intended, improper or insufficient maintenance, modifications performed by the Owner, or abuse. Contractor shall assign and provide to Owner all manufacturers' warranties which apply to products, workmanship, or materials incorporated into the Work. Any products or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty. Warranties may be transferred one time to the next homeowner. A $100 transferable fee along with a written notification of transfer MUST be sent to Infinity Exteriors within 6 months of change of ownership. Workmanship warranty is transferable one time for up to 12 months.

Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner and its employees from all claims for bodily injury or property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor and its employees, subcontractors, and material suppliers. The Contractor shall be entitled to reimbursement of any defense costs paid above the Contractor's percentage of liability for the underlying claim to the extent provided for in this subsection. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Contractor and its employees, subcontractors, and material suppliers from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by the Owner, but only to the extent caused by the negligent acts or omissions of the Owner or its employees. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for in this subsection.

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.

Contract Interpretation. The Contract Documents and subsequently issued Change Orders are essential parts of this Contract, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, or errors the following order of precedence shall be used: (a) the Contract (including modifications by Change Order), (b) these General Conditions, and (c) the drawings, plans or specifications, or (d) the other documents comprising the Contract Documents.

Non-Waiver. Failure by Contractor to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of Contractor to insist upon strict performance hereof or any of its rights or remedies in the future.

Severability. The provisions of this Contract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the Contract shall continue in full force and effect so that the purpose and intent of this Contract shall still be met and satisfied.

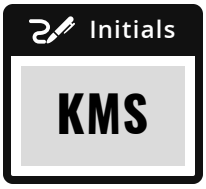
Survival. All terms, conditions and provisions of this Contract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Contract.

LIEN NOTICE

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, INFINITY EXTERIORS LLC 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 BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED INFINITY EXTERIORS LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY CALENDAR DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. INFINITY EXTERIORS LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S.

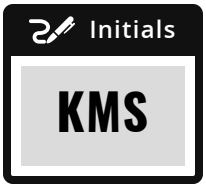
NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded-in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received by you, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or telegram, to: (above address)



DISCLOSURES

N/A



LABOR / PROJECT
ACKNOWLEDGEMENT(S)

- Garden lights & Garden accessories: Please have all garden lights and accessories removed as they can/will be damaged during the roofing process.
- Pet feces: Please have all areas around the home cleaned up for our installers.
- Lawn: This must be mowed prior to arrival to help with cleanup.
- Patio furniture / Flower Pots etc: Please have items moved 15-20' away from the perimeter of the building(s) to allow our installers to work. Infinity will not be held responsible for damage to items that are not moved.
- Attic clean up: You may/will have debris from the roof fall into your attic. Homeowners are to move cars out of the garage and tarp important items in the garage and attic PRIOR to job start. If you have original cedar shake roofing, your attic will be VERY messy. Unless specified, attic clean-up is NOT included in your job.
- Drywall Damage: We cannot predict if a home's drywall may be damaged by the vibration from tearing off old installing new material. This includes, but is not limited to, roofing, siding, and window projects. Unless otherwise stated, Infinity is not responsible for damage to interior trim or drywall repair that may be necessary upon completion.
- Hanging Items: Please remove all hanging items from walls (especially exterior) in preparation for your siding project. Vibration from tearing off old material and installing new material can cause walls to vibrate and knock loose items down.
- Right to Cure: Acknowledgment of receiving the “Right to Cure” pamphlet.

Final Color and Design Specifications - Fill out all that apply to the project

Roofing:

Shingle Brand and Line: CertainTeed Landmark

Shingle Color: Georgetown Gray

Drip Metal Color: White

Gutter Apron Color: White

Chimney Flashing Color (will match shingles if not specified): Black

Ventilation: Black Box Vents

Re-deck: Yes

Trim:

Gutter Color: White

Signature

Homeowner authorized signature:

Date: 10/22/2024 Time: 4:36 PM

Infinity Exteriors authorized signature:

Date: 10/22/2024 Time: 4:36 PM