



June 2, 2018

OWNER: WELS Historical Institute

PROJECT LOCATION: **6814 N. 107<sup>th</sup> Street Milwaukee, WI 53224**

**WORK SCOPE: pitched roof only, flat roof not included**

- The removal and disposal of the old shingles.
- Installation of new, CertainTeed Northgate, LIFETIME warranty, Dimensional shingles with CertainTeed cap and starter shingles.
- CertainTeed Ice and Water shield on the bottom six feet of the roof and around roof penetrations.
- New CertainTeed synthetic underlayment.
- New slantback vents.
- New flashing on the chimney, vent pipes and in the valleys.
- New drip edge and gutter apron.
- Re-install lightning rods.
- Shingles will be installed using six nails per shingle.
- Up to fifty square feet of rotten roof board replacement is included with this estimate and we will re-nail the existing decking as needed. If additional roof boards need to be replaced, Cornerstone Roofing will replace them at a rate of \$1.50 per each additional square foot.
- Clean up including the use of a magnetic sweep and cleaning of the gutters.
- Employees will follow the OSHA safety mandate and will be harnessed to the roof.
- Estimate assumes entire roof was re-sheeted last time roof was shingled.
- A Four-Star Warranty is included with this option.

CONTRACT PRICE: \$17,100.

ADDITIONAL OPTIONS (indicate acceptance by checking box):

- If you would like the cedar shake siding below to corbels on the bell tower removed and new cedar installed below the corbels, it would cost an additional \$3,300. New flashing around the base of the bell tower is included with this option.
- If you would like the top of the bell tower roof re-sealed where the cross is mounted, it would cost an additional \$200.

TOTAL PRICE: \_\_\_\_\_

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

- 10%** Down payment upon execution of Contract
- 40%** Progress Payment @ start of work
- 50%** Final Payment @ Substantial Completion

Finance charges are referenced in Section 10.

**WORK SCHEDULE:**

Commencement: Work will start within 100 days after (1) this Contract is signed by Owner; (2) Downpayment is received by Remodeler; (3) all governmental permits/approvals necessary for the Work are issued; (4) as weather allows; (5) and the following Project Site preparation is prepared by Owner:

*Owner to allow Cornerstone six parking spaces during work and ensure that only one entrance is dedicated for use each day during the project to ensure minimal entrance into work area.*

*Owner to protect any personal belongings in attic space which may become dirty during work due to debris falling through cracks in roof boards. Owner responsible for any debris in attic space.*

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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. Substantial Completion will occur on or before 6 days after Commencement, subject to extension as provided in this Contract. Substantial Completion can be reached even though punch list items may then be outstanding and warranty periods may not have expired.

This proposal may be withdrawn if not accepted within 30 days of the date of this proposal.

LIEN NOTICE

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, REMODELER 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 REMODELER, 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. REMODELER AGREES TO COOPERATE WITH OWNER AND ANY SUCH LENDER TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE PAID AMOUNTS DUE.

NOTICE CONCERNING CONSTRUCTION DEFECTS

REMODELER AND OWNER AGREE TO COMPLY WITH SECTION 895.07 OF THE WISCONSIN STATUTES WITH REGARD TO THE REQUIREMENTS OF NOTICE AND THE RIGHT TO CURE BEFORE COMMENCING ANY FORMAL PROCEEDING TO RESOLVE THE DISPUTE. OWNER ACKNOWLEDGES THAT A COPY OF THE STATE OF WISCONSIN BROCHURE OF NOTICE AND RIGHT TO CURE HAS BEEN GIVEN TO THE OWNER AT THE TIME THIS CONTRACT IS SIGNED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, REMODELER SHALL NOT BE OBLIGATED TO REPLACE OR REPAIR ANY DEFECT (AS DEFINED BELOW) OR PAY FOR THE REPLACEMENT OR REPAIR OF THE SAME IF SUCH DEFECT IS CAUSED, IN WHOLE OR IN PART BY: (A) OWNER'S IMPROPER OR INSUFFICIENT MAINTENANCE OF THE PROJECT SITE OR IMPROPER OR INSUFFICIENT MAINTENANCE OR OPERATION OF ANY OF THE PROJECT SITE'S SYSTEMS; (B) NATURAL OCCURRENCES BEYOND REMODELER'S CONTROL; (C) AN ACT OR OMISSION OF OWNER OR ANY THIRD PARTIES NOT UNDER REMODELER'S CONTROL, INCLUDING, BUT NOT LIMITED TO, WORK PERFORMED BY OWNER OR BY OTHER CONTRACTORS HIRED BY OWNER; OR (D) NORMAL WEAR AND TEAR AND NORMAL USAGE. IN THE EVENT OF AN ALLEGED CONSTRUCTION OR DESIGN DEFECT ARISING OUT OF OR RELATING TO THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, INCOMPLETE WORK, OR ANY OTHER CONDITION OF THE PROJECT SITE (EACH A "DEFECT"), OWNER SHALL NOTIFY REMODELER THROUGH WRITTEN NOTICE OF ANY SUCH DEFECT, REGARDLESS OF THE CAUSE OR SOURCE, PROMPTLY UPON OWNER'S DISCOVERY OF THE DEFECT. OWNER SHALL THEREAFTER PROVIDE REMODELER WITH REASONABLE ACCESS DURING NORMAL WORKING HOURS TO THE PROJECT SITE FOR THE PURPOSE OF INVESTIGATING, TESTING AND EXAMINING THE DEFECT. IF THE DEFECT IS COVERED BY REMODELER'S WARRANTY, THEN REMODELER SHALL BE GIVEN REASONABLE ACCESS TO THE PROJECT SITE AND A REASONABLE AMOUNT OF TIME TO, IN REMODELER'S SOLE DISCRETION, REPLACE OR REPAIR THE DEFECT. **THE REPLACEMENT OR REPAIR OF THE DEFECT SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFECT. OWNER WAIVES ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO A DEFECT.**

\_\_\_\_\_ OWNER'S INITIALS.

## CONTRACT TERMS AND CONDITIONS

1. **Acknowledgement of Receipt of "Notice of Cancellation" and "Insurance Coverage Questionnaire".** Owner acknowledges that Remodeler furnished Owner with (a) the "Notice of Cancellation" and (b) the "Insurance Coverage Questionnaire" before this Contract was executed by any of the parties.

2. **Authorization.** Owner expressly authorizes Remodeler to contact Owner's homeowners' insurance company with regard to any matter related to the damage sustained by Owner's property, if any, including, without limitation, providing documentation necessary to discuss with Owner's homeowners' insurance company any damage sustained by Owner's property, the options for constructing, reconstructing, or repairing Owner's property, and estimates for constructing, reconstructing, or repairing Owner's property. Owner acknowledges that Remodeler has not at any time represented, negotiated, offered to represent or negotiate, or otherwise advertised to represent or negotiate on behalf of Owner with respect to any insurance claim for any damage sustained by Owner's property.

3. **Drawings and Specifications.** The final drawings and specifications from which the Work will be constructed are attached to this Contract and signed by the Owner. The Remodeler has sole control of construction methods, sequence of Work and coordination of its subcontractors to perform the construction identified in the drawings and specifications. Dimensions shown are approximate and subject to field verification. Any products or design details contained in any drawings or drawings pertaining to the Work may not be an exact depiction of the products and design details actually used to complete the Work. If drawings and specifications conflict, the specifications control.

4. **Materials.** To the extent not fully identified in the Specifications, the Owner will make selections of all materials, appliances, colors, finishes and allowance items within times established by the Remodeler or a day for day extension of the date for Substantial Completion will be made until such selections are made. Owner acknowledges that Remodeler has the right to substitute material sizes, brand names or other features that will perform equal to or better than those specified or selected. Remodeler will make reasonable efforts to cause materials (which will be obtained locally) 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 guaranteed. Building material imperfections may include, but are not limited to, mineral marks, visible seams, shade variations, mill marks, and minor blemishes. These and other building material imperfections are within industry standards for acceptable inconsistencies. Any excess materials delivered to the Project Site and not needed to complete the Work will remain the property of Cornerstone Roofing Inc.

5. **Owner Duties.** The Owner will timely provide at Owner's expense, and is solely responsible throughout performance of the Work for: (a) unobstructed access to the Project Site from 7:00 a.m. until 7:00 p.m., seven days per week; (b) removal of any existing hazardous materials, such as asbestos, lead, PCBs, or other environmental hazards, including, but not limited to, mold, mildew, fungi or other similar microbial conditions; (c) keeping children and pets away from the Work area; (d) identification of private utility connections and locations and arranging for any relocation of utilities; (e) providing electricity, water, and toilet facilities for use by Remodeler and its subcontractors; (f) an accurate survey locating any existing aboveground and underground structures in or near the Work area and easements or other site restrictions, if requested by Remodeler, (g) secure storage for Remodeler's and its subcontractors' materials and equipment necessary to complete the Work, (h) removal, protection and reinstallation of Owner's personal property, (i) unless otherwise provided in the description of the Work, or if resulting from Remodeler's negligence, repair of access routes used by construction equipment; finish grading and seeding; landscaping; walks, steps and driveways; septic tanks; and any utility lines damaged during performance of the Work; (j) moisture control and regular maintenance of the completed Work; and (k) allowing Remodeler and Remodeler's employees to manage and conduct the Work in accordance with the terms of this Contract without undue interference, provided, however, that Owner is encouraged to discuss issues relating to the Work with his or her salesperson or, if none, with an employee of Remodeler designated by Remodeler for such purpose.

If during the performance of the Work, any unmarked or mismarked underground objects are damaged and cause any additional damage, Owner agrees to indemnify and hold harmless Remodeler its officers, agents, and employees from any and all claims, suits, demands, liability, losses or costs, including attorneys' fees, resulting or occurring to any and from all persons, firms or other legal entities arising out of or in any way connected with the damage to any unmarked or mismarked underground objects. Remodeler shall not be responsible for any damages to any buildings or objects which are adjacent to the Project Site. Remodeler is not responsible for any debris which may fall into attic during work. Remodeler does not guaranty against the settling of fill around the foundation, utility laterals or other excavated areas not contracted for and within the scope of the Work.

6. **Owner-Furnished Labor or Materials.** If the Contract Documents provide that Owner is to furnish labor or materials, Owner agrees that Owner's performance of the Work shall be performed within a reasonable time after notice from Remodeler that such Work must be performed or such materials furnished. Owner's Work and/or materials shall be acceptable to the Remodeler and any applicable government authorities. Owner is responsible for determining that any party other than Remodeler or Remodeler's subcontractors who performs any of the Work and/or supplies any materials carries all insurance required to be carried by Remodeler hereunder. Owner agrees to hold Remodeler harmless from any and all claims, demands, actions, liabilities, losses, and damages, including attorneys' fees and costs incurred, to persons or property arising out of or related to any act or omission of Owner or any contractor (other than Remodeler), subcontractor or agent of Owner in, on or about the Project Site in connection with the performance of the Work or the furnishing of materials. Owner is responsible for the protection of, and/or repair of, damage to any materials or labor supplied by Owner or Owner's other contractors, subcontractors or agents. Any of the Work performed by Owner or Owner's other contractors, subcontractors or agents, or any damage to the Work caused by the Owner or Owner's other contractors, subcontractors or agents is excluded from Remodeler's limited warranty.

7. **Permits.** Except as otherwise specified, Remodeler, at Owner's expense, shall procure all permits, licenses, certifications and other applicable governing authority requirements and inspections. Owner shall, as necessary, provide Remodeler with assistance in obtaining such permits and inspections.

8. **Hazardous Material.** If a hazardous material, such as asbestos, lead, PCBs, or other environmental hazard, such as mold, mildew, fungi or other similar microbial conditions, is discovered at the Project Site, Remodeler will not be obligated to commence or continue work until such material or hazard has been removed at Owner's expense or rendered or determined harmless by a certified, independent, testing laboratory at Owner's expense. Unless caused by the negligent acts or omissions of the Remodeler, the Owner shall indemnify and hold the Remodeler harmless from and against any and all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or relating to the performance of the Work in any area of the Project Site affected by hazardous material or other environmental hazards. A day for day extension of the date for Substantial Completion will be made until such removal or determination of harmlessness, which shall be documented in accordance with Section 13 herein.

9. **Insurance.** Owner will maintain property insurance and assume all risk of loss during performance of the Work for Project Site physical losses, including basement collapse, fire, wind damage, theft and vandalism. Remodeler will maintain workers' compensation insurance for its employees and general liability insurance covering performance or arising out of the Work, other than loss of use damages. Certificates evidencing insurance coverage shall be conveyed by Owner and Remodeler at the request of either party.

10. **Payments.** Upon receipt of an invoice, Owner will make full payment of the invoiced amount within five (5) business days, including amounts requested for extras or allowances. Extras will be invoiced before the additional Work is performed. Payment for overages on allowances will be invoiced at the time each such item is selected. Credit for underages on allowances will be separately identified and deducted from the Final Payment invoice amount. Owner shall pay a finance charge calculated at the rate of 1.5% per month (pro-rated for partial months) on all past due amounts, plus all costs of collection, including attorneys fees. If requested by Owner, payments will be exchanged for lien waivers from the Remodeler for the portion of the Work for which payment is made. No amount may be withheld from Final Payment to address punch list items unless agreed to by Remodeler, in which case, Remodeler and Owner will set a date by which each of such items will be completed and related payment will be made by Owner. Final Payment will waive all claims by Owner, except subsequent lien or warranty claims.

11. **Lien Waivers.** Upon request by the Owner, at the time each progress payment is made, Remodeler shall provide lien waivers from itself and all subcontractors and material suppliers for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. If not requested by Owner, all lien waivers shall be provided to Owner by Remodeler and all subcontractors and material suppliers after Final Payment.

12. **Changes.** Changes to the drawings or specifications that do not represent any additional cost to the Owner or represent a decrease in the value of the materials used or the services provided may be made by Remodeler in its discretion. All other changes the drawings and specifications will be made upon written Change Order executed and fully paid by Owner in advance of the changed Work being performed. Change Orders will identify the change in the Work which will be added or deleted, the cost for the change or method for calculating the cost, and the number of additional days, if any, for the Remodeler to achieve Substantial Completion. Remodeler shall be entitled to add a markup to Change Orders of 5% for overhead, supervision, and profit. Where Remodeler seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to Remodeler's request for information within three (3) calendar days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

13. **Delays.** If Remodeler is prevented from completing the Work due to delays of the Owner in supplying information, materials to be incorporated into the Work or in timely making payment; delays of governmental authorities or third parties; delays due to adverse weather conditions, delays due to Owner's removal or investigation of hazardous materials or environmental hazards, damages arising from vandalism or fire, or as a result of any other conditions not caused by Remodeler, then Remodeler shall be entitled to an equitable adjustment of the number of days to achieve Substantial Completion plus a reasonable period for rescheduling and setup of its subcontractors, as well as any costs arising from such a delay, including increased material or labor

time costs, as an extra. For each such delay, or for each delay in the aggregate such as adverse weather conditions, Remodeler shall convey a Change Order to Owner identifying the number of days and costs attributable to the delay. Evidence of such additional costs shall be supplied by Remodeler to Owner upon request. If the Owner halts construction of the Work for Owner's convenience or fails to make the Project Site available for a period of thirty days or more, then Remodeler at its option and upon written notice to the Owner, may terminate this Contract and receive compensation as provided in Paragraph 16 below.

14. Warranty Remodeler 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. Remodeler further warrants that the Work shall be free from material defects not intrinsic to the design or materials required in the Contract Documents. Notwithstanding the foregoing, Remodeler's warranty does not include: (a) remedies for defects or damages caused by other trades' work or design; (b) normal wear and tear, including, without limitation, defects or damages caused by the natural expansion or contraction of the construction materials; (c) use for a purpose for which the Work was not intended; (d) improper or insufficient maintenance; (e) modifications performed by Owner or Owner's other contractors, subcontractors or agents; (f) abuse; or (g) defects in products, equipment, systems, or materials covered by manufacturers' warranties. Unless Owner requests to receive them after installation, all manufacturers' warranties which apply to products, equipment, systems, or materials incorporated into the Work shall be given to Owner at the conclusion of the Project. Any products, equipment, systems, or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty. Remodeler's warranty as set forth above shall commence upon Substantial Completion and run for a period of twelve (12) months. This warranty will not apply to the Work if Remodeler does not receive final payment from Owner. This warranty shall extend to Owner alone and automatically terminates upon Owner selling or vacating the Project Site. The warranty period is not extended by Remodeler's correction of defective work or materials pursuant to this warranty. If Owner discovers any defect to which Remodeler's warranty applies, Owner shall notify Remodeler in writing, identifying the defect and the relevant Contract requirement which has been violated, within fourteen (14) calendar days of Owner's discovery of the defect. Remodeler shall promptly correct the defect at its own time and cost and bear the expense of additional services required for correction of the defect. If Owner does not provide Remodeler notice of a defect within fourteen (14) calendar days of discovery or does not permit Remodeler the opportunity to examine, test or correct the defect as reasonably requested by Remodeler, Owner waives the Remodeler's obligation to correct the defect. **There are no other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose or habitability. Remodeler is not liable to Owner for incidental or consequential damages of any sort. The Owner's sole remedy against Remodeler for the Remodeler's performance of the Work and any damages arising out of it shall be limited to the warranty set forth above.**

15. Disputes. This Contract shall be deemed to have been made in and governed by the laws of the State of Wisconsin. All disputes related to this Contract shall be resolved through mediation or binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its rules. If the parties proceed to binding arbitration, the decision of the NARI Home Improvement Council Ethics Committee 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. The party that prevails in binding arbitration shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses, whether such fees, costs, and expenses are incurred by the prevailing party before or after the arbitration decision.

16. Termination. Owner has the right to unilaterally cancel performance of this Contract by notifying Remodeler within three (3) business days after executing this Contract. If Owner terminates the Contract at anytime afterward, the Remodeler will be entitled to retain all Payments made before the date of notice of termination, compensation for all other portions of the Work properly performed but not then invoiced, and 10% of the total Contract Price for Remodeler's overhead costs. Remodeler may unilaterally terminate this Contract based on Owner's failure to timely pay or Owner's repeated failure to timely make decisions relative to the Work. In such event, Owner shall remain obligated to pay Remodeler for the value of all Work completed and materials ordered as of the date of termination.

17. Indemnification. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Remodeler and its employees, subcontractors, and material suppliers from all claims for bodily injury and property damage, other than property insured, including attorneys' fees, costs, and expenses, but only to the extent such claims are the result of the intentional or negligent acts or omissions of Owner, Owner's agents, or anyone invited to the Project Site by Owner.

18. Marketing. Owner agrees to allow Remodeler 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 Remodeler, 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 Remodeler's marketing and promotional materials, without limitation. Owner shall not be entitled to any compensation for Remodeler's display of its sign on the Project Site or for the use of such photographs in Remodeler's marketing and promotional materials.

19. Concurrent Projects. Owner may not contract with any other individual or business to perform any construction work at the Project Site during the term of this Contract unless Remodeler has given its prior, written consent, which shall not be unreasonably withheld.

20. Project Site Conditions. Owner is aware that the performance of the Work produces noise, dust, fumes, vapors odors, and other debris. Remodeler agrees to attempt to keep noise, dust, fumes, vapors, odors, and other debris to a reasonable and customary level for the Work being performed at the Project Site. Owner shall hold Remodeler harmless from claims from third parties relating to noise, dust, fumes, vapors, odors, and debris that are emitted or created during the performance of the Work.

21. Miscellaneous. The drawings, drawings, specifications, and subsequently issued Change Orders (collectively, the "Contract Documents") are essential parts of this Contract, and a requirement occurring in one is binding as though occurring in all. If any inconsistency or ambiguity is believed to exist among any of the Contract Documents, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Contract (including modifications by Change Orders), (b) the drawings, drawings, and specifications, and (c) any other documents comprising the Contract Documents. Failure by Remodeler 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 Remodeler to insist upon strict performance hereof or any of its rights or remedies in the future. 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. This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Contract except as set forth in this Contract. No course of conduct or dealings between the parties shall be the basis of any claim that any provision of any of the Contract Documents has been amended or modified. Owner acknowledges that Owner read and understood all of the provisions of 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.

Remodeler: Cornerstone Roofing Inc. Owner (print): \_\_\_\_\_

By: John Langebartels By (sign): \_\_\_\_\_

Date: June 2, 2018 Date: \_\_\_\_\_

Best contact number: \_\_\_\_\_

Email address: \_\_\_\_\_

Please sign and date one copy, and return along with the specified deposit upon acceptance. Return to:  
Cornerstone Roofing Inc.  
PO Box 26324  
Wauwatosa, WI 53226

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](http://www.datcp.wi.gov).

By signing below, Owner acknowledges that it has received notice of its right to receive lien waivers.

INSURANCE COVERAGE  
QUESTIONNAIRE

**Please indicate whether, to the best of your knowledge, the work contemplated by the "Remodeling Contract" with [Remodeler] is related to a claim under a property insurance policy?**

\_\_\_\_\_ **YES, to the best of my knowledge, the work contemplated by the "Remodeling Contract" with [Remodeler] is related to a claim under a property insurance policy.**

\_\_\_\_\_ **NO, to the best of my knowledge, the work contemplated by the "Remodeling Contract" with [Remodeler] is not related to a claim under a property insurance policy.**

**YOU MAY CANCEL THE "REMODELING CONTRACT" WITH [REMODELER] AT ANY TIME BEFORE MIDNIGHT ON THE THIRD (3RD) BUSINESS DAY AFTER YOU HAVE RECEIVED WRITTEN NOTICE FROM YOUR INSURER THAT THE CLAIM HAS BEEN DENIED IN WHOLE OR IN PART UNDER THE PROPERTY INSURANCE POLICY. SEE THE "NOTICE OF CANCELLATION" (ABOVE) FOR AN EXPLANATION OF THIS RIGHT.**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

CUSTOMER'S RIGHT TO CANCEL

**You may cancel the attached Remodeling Contract Agreement by mailing a written notice to the Remodeler at the following address:**

Cornerstone Roofing

PO Box 26324

Wauwatosa, WI 53226

**before midnight of the third business day after you signed the Remodeling 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 Seller for your records.**

OWNER HEREBY CANCELS THE REMODELING CONTRACT, dated \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

NOTICE OF CANCELLATION

**IF YOU ARE NOTIFIED BY YOUR INSURER THAT THE CLAIM UNDER THE PROPERTY INSURANCE POLICY HAS BEEN DENIED IN WHOLE OR IN PART, YOU MAY CANCEL THE “REMODELING CONTRACT” WITH [REMODELER] BY PERSONAL DELIVERY OR BY MAILING BY FIRST CLASS MAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR OTHER WRITTEN NOTICE TO [REMODELER AT REMODELER’S ADDRESS] AT ANY TIME BEFORE MIDNIGHT ON THE THIRD (3RD) BUSINESS DAY AFTER YOU HAVE RECEIVED THE NOTICE FROM YOUR INSURER. IF YOU CANCEL THE “REMODELING CONTRACT,” ANY PAYMENTS MADE BY YOU UNDER SUCH “REMODELING CONTRACT,” EXCEPT FOR CERTAIN EMERGENCY WORK ALREADY PERFORMED BY [REMODELR], WILL BE RETURNED TO YOU WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY [REMODELER] OF YOUR CANCELLATION NOTICE.**

\_\_\_\_\_ I CANCEL THIS CONTRACT.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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