



## TERMS AND CONDITIONS OF SERVICE

- 4. Owner's Responsibilities** - For the duration of the Project, Owner agrees to provide and to be solely responsible for, at Owner's expense: (a) unobstructed access to the Project site from 7:00 AM to 7:00 PM, seven days per week; (b) keeping children and pets away from the Project site; (c) secure storage for Contractor's and/or its subcontractors' tools and equipment used in completing the Project; (d) running water and electricity; (e) removal, protection, and replacement of Owner's personal property, as deemed necessary by Contractor; (f) identifying private utility connections and underground objects or hazards, as well as arranging for any precautionary measures in connection with same, as deemed necessary by Contractor; and (g) testing, containment, and/or removal of any potentially hazardous materials discovered by Contractor, as deemed necessary by Contractor.
- 5. Change Orders** - Should Owner request changes to the scope of the Project, such requests shall be made in writing and shall precisely describe the changes requested. Upon receipt of the request, Contractor shall notify Owner of consequent changes to (a) the contract price or payment schedule; and/or (b) start or completion dates. Owner shall, in turn, respond in writing by approving or denying the changes. For the purposes of this paragraph, e-mail is an acceptable form of communication "in writing".
- 6. Permitting** - The Project, as described in paragraph 1, may require permits from local governmental bodies authorizing the work to be performed. Contractor shall be responsible for the costs of such permits and owner shall provide reasonable assistance, as needed, in procuring same.
- 7. Contractor's Limited Warranty** - Contractor warrants that the Project shall be completed in a professional manner according to industry standards for a period of (5) years from the date of substantial completion of the Project. Contractor makes no other warranties, express or implied, either with respect to the Project as a whole or to the products, fixtures, or materials used in completing the Project, including implied warranties of merchantability, habitability, or fitness for a particular purpose. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, USE, HABITABILITY, OR FITNESS FOR PARTICULAR PURPOSE) AND ANY AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.
- 8. Warranty Exclusions** - Owner acknowledges and agrees the following items are not covered by the warranty set forth in Paragraph 7 of this agreement: i) any labor or materials performed or furnished by the owner of third parties hired by anyone other than the Contractor; ii) damage to the Project due in whole or in part, to abuse or neglect of the Owner, Owner's agents, or invitees; iii) defects caused in whole, or in part, by the Owner's improper or insufficient maintenance of the Project; iv) natural occurrences beyond Contractor's control; v) misuse of the Project or any of its fixtures and equipment; vi) defects or other losses for which Owner receives from insurance or other third party; vii) defects in the fixtures, material, appliances and equipment not caused by Contractor, or; viii) Any portion of the Projects, fixtures, materials, appliances of equipment covered by supplier/manufacturer warranties assigned by Contractor to Owner.
- 9. Marketing** - Owner agrees to allow Contractor, at Contractor's discretion, to display its sign at the Project site, and to take photographs of the Project site for use in Contractor's marketing and promotional materials. Owner understands and agrees that Owner shall not be entitled to any remuneration for such display or use.
- 10. Payment and Default** - Owner agrees to pay Contractor for its services in accordance with paragraph 2. Payments over 30 days past due will accrue interest at a rate of 2% per month. Should collection efforts become necessary, Owner shall be responsible for the actual costs of collection, including reasonable attorneys' fees, incurred by Contractor. In the event of a breach of this Agreement by Owner, Owner shall be additionally liable to Contractor in an amount equal to 10% of the total contract price, as set forth in paragraph 2.
- 11. Lien Rights** - As required by Wisconsin's construction lien law, Contractor hereby notifies Owner 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 buildings if not paid in connection with the Project. Those entitled to lien rights, in addition to Contractor, include those who contract directly with Owner, as well as those who give Owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans, or specifications for the construction. Accordingly, Owner may 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 Owner's mortgage lender, if any. Contractor agrees to cooperate with Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.
- 12. Lien Waivers** - Notwithstanding paragraph 11 above, Contractor hereby notifies Owner that Owner may request lien waivers from all contractors, subcontractors, and material suppliers at or prior to the time Owner makes any payment in connection with the Project. For further information, please see the notice provided. Owner acknowledges that before entering into this Agreement, Contractor provided Owner with the "Notice of Customer's Right to Receive Lien Waivers" as a separate document.
- 13. Insurance** - Owner shall maintain property insurance for the duration of the Project.
- 14. Indemnification** - Owner shall indemnify, protect, defend and hold harmless Contractor from all claims, demands, losses liabilities, suits, actions, judgments, awards, settlements, costs and expenses, including reasonable attorney's fees that Contractor may incur, suffer, or become subject to, that arise out of, result from or relate directly or indirectly to (i) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret or other proprietary right in connection with documents provided by Owner, (ii) death of it injury to any person, damage to any property, or any other damage or loss resulting or claimed to have resulted, in whole or in part, at the Address or during the Project, (iii) all other work performed at the Address by Owner or the Owner's agents and contractors, or (iv) a breach or violation by Owner of any representation, warranty, covenant, or term of this Agreement.
- 15. Limits of Liability** - Contractor's liability, if any, will be limited to the aggregate amount paid to Contractor by Owner under the Agreement. Contractor shall not be liable for any special, incidental, consequential, exemplary, punitive or other indirect damage, or for lost profits arising out of the products of services provided herein even if Contractor has been advised of the possibility of such damages.
- 16. Right to Cure** - In the event of any dispute under this Agreement, the parties agree to comply with section 895.07 of the Wisconsin Statutes as a first resort. Section 895.07 first requires Owner to notify Contractor in writing of any alleged defect in the work performed, and to allow Contractor the opportunity to repair or remedy the alleged defect. Owner acknowledges that prior to entering into this Agreement, Contractor provided Owner with a copy of the brochure prepared under section 895.07(13).
- 17. Dispute Resolution** - Should the procedures set forth in section 895.07 fail to provide for resolution of any dispute to the mutual satisfaction of the parties, the parties agree to submit any and all disputes arising out of or in any way related to the Agreement, the Scope of Work, and/or the Project for mediation and binding arbitration (for any unresolved dispute following mediation) conducted by the Milwaukee NARI Home Improvement Council's Ethics Committee ("Committee"). The decision of the Committee shall be final and may be enforced in any court of competent jurisdiction, in accordance with chapter 788 of the Wisconsin Statutes. Should Contractor prevail in arbitration, Contractor shall be entitled its actual attorneys' fees and costs of collection. The procedures referred to herein shall be the exclusive means of resolving disputes between the parties, and a failure by either party to avail itself of such procedures shall in no event be deemed a waiver of the right to avail itself of such procedures. Nothing in this paragraph shall be construed to adversely affect the rights of the Contractor to enforce any liens under Wisconsin's construction lien law, including the filing of a foreclosure action in the state courts for the State of Wisconsin. Notwithstanding the arbitration and mediation requirements contained in Paragraph 17, Contractor may foreclose upon any liens under Wisconsin's construction lien law in the state courts of the State of Wisconsin, which shall retain jurisdiction over any such foreclosure action.
- 18. Force Majeure** - Contractor shall not be held responsible for any delay or failure to perform under this Agreement arising from acts of God or public enemies, war, insurrection, riot, fire, flood, explosion, natural disaster, labor strike, work interruption, significant economic event, Internet or electronic malfunction, or any other cause beyond Contractor's reasonable control. In the event of any other delay beyond Contractor's control, including delays caused by weather conditions, Contractor shall notify Owner of any necessary changes to start or completion dates.
- 19. Governing Law** - This Agreement shall be governed by applicable federal law and by the laws of the state of Wisconsin. Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the validity and/or enforceability of the remaining parts shall remain unaffected. The language of this Agreement shall not be construed for or against either party.
- 20. Entire Agreement** - The terms and conditions set forth in this Agreement capture the full and mutual understanding of the parties with respect to the Project. No other representations by either party constitute any part of this Agreement.
- 21. CUSTOMER'S RIGHT TO CANCEL** - You may cancel this agreement by mailing a written notice to Allrite Home & Remodeling, Inc., 6580 N 40<sup>th</sup> St, Milwaukee, Wisconsin 53209, before midnight of the third business day after you sign 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 notice is provided by the Contractor for your records.

### 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 visit [www.datcp.wi.gov](http://www.datcp.wi.gov).