

A.O.HANDY INC.



ABOUT US

Choosing A.O. Handy Inc. means partnering with a trusted, local masonry contractor committed to delivering exceptional quality and service. Proudly serving Wisconsin for over two decades, we have built a reputation for excellence in residential projects. Our dedicated team of skilled professionals ensures each project is completed on time and to the **highest standards**. We take pride in our work and strive to exceed your expectations with every job, offering not just craftsmanship but also integrity and reliability.

- **20+ Years In Business**
- **Completed over 2,000 projects**
- **Fully Certified and Insured**

OUR SERVICES

- **NEW BUILDS**
- **REBUILDS**
- **REPAIRS**



262-505-1375



aohandyinc.com



2275 S 162nd Street
New Berlin, WI 53151



PROPOSAL

Prepared for:

Matthew Hughes
2878 N Sherman Blvd
matthewdalehughes@gmail.com
(224) 656-3054

April 29, 2025

No. 9067

A.O. Handy Inc. | Alex Boyko
2275 S 162nd Street, New Berlin, WI 53151
P: (262) 505-1375 | alex@aohandyinc.com
www.aohandyinc.com

Masonry Work

Scope of Work

Metal Lintel Replacement

We will replace **2** Lintels around the home and more specifically in the following locations with measurements:

-(Include the size of the lintel)

4ft lintels

This service includes the full removal and replacement of a damaged or severely rusted metal lintel. When a lintel has deteriorated beyond repair, replacement is necessary to restore the structural support above windows or doors and prevent further masonry damage.

The process typically includes:

Carefully removing surrounding bricks to expose the lintel.

Removing the existing lintel and inspecting the surrounding area for hidden damage.

Installing a new, properly sized steel lintel with appropriate corrosion protection.

Rebuilding and repointing the masonry to match existing finishes.

Cleaning and sealing the area to help prevent future water infiltration.

This ensures the long-term stability of the wall, prevents further cracking or sagging, and improves both structural safety and appearance.

Tuckpointing On Building & Garage

We will tuckpoint all areas of concern around the home and garage.

This will be the major cracks and areas where the mortar is severely deteriorated.

This will be limited to 35 separate areas around the home.

For this we will grind out the major cracks along with grinding the areas that the mortar is deteriorated.

After this we will then apply the new mortar.

We will try our best to match the original mortar color.

Scope of Work

Masonry Wash/Sure Klean 600

Masonry Cleaning with Sure Klean 600

We will use a masonry wash on the completed work.

This service includes a professional cleaning of newly installed masonry using Sure Klean 600, a specialized cleaner designed to safely remove excess mortar, construction dirt, and debris from brick, block, or stone surfaces.

The process involves pre-wetting the surface, applying the cleaner, light agitation if needed, and a thorough rinse to ensure a clean, uniform finish.

All work is performed with care to protect surrounding surfaces and landscaping.

Split the cost into easy monthly payments.



As low as **\$241.65/mo***

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Pay over time with Wisetack

[See Financing Options](#)

*All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our lending partners. See <http://www.wisetack.com/lenders>. See additional terms at <http://wisetack.com/faqs>.

- Initial Payment: 50% of the contract price due upon contract signing.
- Final Payment: Invoices submitted for completed work will be paid by the Client within 14 days of receipt.

Grand Total: **\$7,500.00**

Deposit: \$3,750.00

Balance Due: \$3,750.00

Mortar Color

For repairs or rebuilds, we will best match the existing mortar color, but cannot guarantee a 100% match due to the natural weathering/aging of the existing mortar.

Grinding/Cutting

Customers acknowledge that nicks may happen as a result of any cutting or grinding.
Grinding out any mortar joints will increase the size of the joiner slightly on some jobs.

Tuckpointing

When we use the term "major cracks", we're referring to cracks that are a minimum of 2 mm in width and a minimum of 3 inches in length.
When we use the term "missing mortar", we're referring to areas where the original mortar has deteriorated from outdoor elements, more than 0.5 inches in depth and a minimum of 2 inches in length.

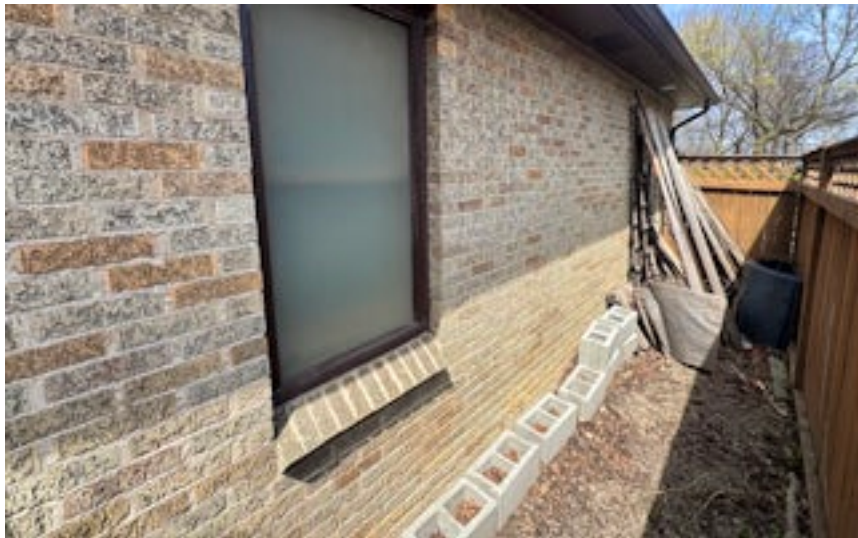
THANK YOU FOR 22 YEARS OF SERVICE!!

X

Matthew Hughes

X

Company Authorized Signature



















RESIDENTIAL CONSTRUCTION AGREEMENT

This Residential Construction Agreement (the “**Agreement**”) made as of the date provided in the attached Proposal (as hereinafter defined) between A.O. Handy Inc., 2275 S. 162nd St., New Berlin, Wisconsin 53151 (the “**Contractor**”), and the “**Owner**” as set forth on Proposal.

WHEREAS, Owner wishes to engage Contractor and enter into this Agreement for all labor, materials, equipment, and construction services (collectively, the “**Work**” or “**Construction**”) to be provided by the Contractor for the Owner. This Agreement is for **RESIDENTIAL CONSTRUCTION** work (including masonry) only and is in full compliance with the relevant provisions of Chapter ATCP 110 of the Wisconsin Administrative Code and Chapters 423, 779, and 895 of the Wisconsin Statutes. The full scope of the Work is described in the proposal that also includes information as to the Owner, pricing, Property, and other related matters (the “**Proposal**”). The Proposal is part of the package to which this Agreement is a part, and the Proposal is incorporated by reference herein. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control. The Work is to be performed at the location provided in the Proposal. (the “**Property**”).

1. CONSTRUCTION:

- a. The Contractor shall provide all materials, supplies, tools, equipment, and labor as shall be required to complete the Work. All material will be new unless expressly stated otherwise in the Proposal.
- b. The Contractor shall commence the Work on a date mutually agreed upon by the parties after execution of this Agreement and completion of all the following: (i) the Contractor’s receipt of down payment; (ii) verification of the Owner’s financing/funds; and (iii) issuance of all permits required to complete the Work (the “**Commencement Date**”). The Contractor shall acquire all necessary permits and shall not begin Work until all necessary permits are acquired. The price of acquiring such permits shall be reflected in the Agreement Price unless otherwise agreed upon by the parties. The Contractor shall provide written notice of any delay to the Commencement Date, whether outside of the reasonable control of the contractor, and include any reason for the delay as well as a new proposed deadline. Any change to the Commencement Date shall be effective upon the Owner’s written acceptance.
- c. The Work shall be deemed substantially completed upon the earlier of either: (i) the issuance of a temporary or conditional Occupancy Certificate from the applicable municipality, if applicable, or (ii) the Contractor’s completion of the Work equivalent to ninety five percent (95%) of the total cost of the Agreement (“**Substantial Completion**”). The parties expressly agree, however, that Substantial Completion shall not be deemed delayed pending the installation of materials or equipment not described in the Agreement, Proposal, or any Change Order, regardless of whether such materials or equipment are necessary for the Owner’s total occupancy and use of the Property.
- d. Substantial Completion shall occur no later than the date provided in the Proposal (the “**Completion Date**”), provided, however, that the Contractor shall not be liable for delays due to occurrences outside of the reasonable control of the Contractor, including, but not limited to, Force Majeure Events, missed progress payments, and Change Orders; such occurrences shall void the original Completion Date. The parties also expressly agree the Contractor shall not be held liable if Substantial Completion occurs after the Completion Date where such delay is immaterial. The Contractor shall provide written notice of any delay to the Completion Date, whether outside of the reasonable control of the contractor, and include any reason for the delay as well as a new proposed deadline. Any change to the Completion Date shall be effective upon the Owner’s written acceptance.
- e. The Contractor shall have the right to use subcontractors to perform any of the Work outlined herein or in the Proposal. The Contractor’s use of subcontractors, however, shall not create any contractual relationship between any such subcontractor and the Owner, and the Owner shall not directly contract with any of the Contractor’s subcontractors to complete the Work. The Contractor shall not contract with a proposed subcontractor to which the Owner reasonably objects; provided, however, that the Owner shall be responsible for any project delays or increased costs resulting from such objection.
- f. The Contractor shall comply with all laws, ordinances, statutes, regulations, and rules issued by all applicable governmental authorities including, but not limited, OSHA rules and regulations and orders issued by local building inspectors.
- g. The Contractor shall supervise and direct Construction, including having responsibility for and control over construction means, methods, techniques, sequences, procedures, and coordinating with subcontractors over subcontracted portions of Construction.
- h. In the event that the Contractor determines it necessary to substitute any required material or equipment, including substitutions of materials or equipment of one brand for materials or equipment of another brand, or make minor modifications to the originally planned Construction for the purpose of meeting applicable building codes, facilitating construction generally, or instituting design improvements, the Contractor may make any such substitution, change, or modification with respect thereof, provided such substitution, change, or modification is of comparable or improved durability, quality, and/or performance provided that the Owner provides written or verbal authorization. The Owner hereby affirmatively agrees to any such substitution and the Owner’s agreement is evidenced by its initialing of this page and its signing of this document. The Owner further agrees that any such substitution, change, or modification amounts to substantial compliance to the terms of this Agreement and the Proposal.
- i. The Contractor shall be responsible for workplace safety during Construction. The Contractor shall assume liability arising

from any unsafe condition at the Property caused by the Contractor, or any of its subcontractors, which injures or damages any property of the Owner or the Owner or its guests or invitees, except for injuries and damages described in Sections 3 or 5.

- j. The Contractor and the Contractor's subcontractors, as applicable, shall use and install, pursuant to the Owner's directions, materials and equipment supplied by the Owner; provided, however, that such materials and equipment are safe to use and such directions comply with applicable safety requirements, laws, ordinances, and/or regulations. The Owner shall indemnify and hold harmless the Contractor and the Contractor's subcontractors, as applicable, for any labor or services performed at the request of the Owner that is contrary to the advice of the Contractor or any subcontractor. Furthermore, the Contractor's warranty set forth in Section 7 of this Agreement and the Builder's Risk Insurance set forth in Section 10 of this Agreement shall not apply to any materials or equipment furnished by the Owner.
- k. The Contractor is authorized to use company names, press releases, and/or take and use photographs related to the Work in the Contractor's advertising and marketing programs without compensation to the Owner. All photographs are property of the Contractor.

2. PRICE & TERMS:

- a. The Owner agrees to pay the price provided in the Proposal to the Contractor for the Work to be provided by the Contractor as described in this Agreement and the Proposal (the "**Agreement Price**").
- b. Hourly labor charges, to the extent they are applicable, are included in the Proposal.
- c. If any mortgage or security interest is created in connection to the Agreement, a description of such mortgage or security interest is included in the Proposal.
- d. An initial payment of fifty percent (50%) shall be due upon signing. Progress payments will be made in accordance with the payment schedule as listed in the Proposal.
- e. The Owner shall remit payment to the Contractor within fourteen (14) days of receipt of any invoice. A late payment fee of \$495 shall apply if Owner fails to timely make payment.
- f. The Owner authorizes that the Contractor shall have the ability to verify that the Owner has the necessary funds available to cover the full costs of the Work.
- g. The Contractor may suspend Construction if the Owner fails to make any required payments within thirty (30) days of the date said payment was due, except that the Contractor shall not suspend Construction until the Owner has received written notice of the Contractor's intent to suspend Construction.

3. OWNER RESPONSIBILITIES:

- a. The parties shall agree on a reasonable route across the Property to access the specific site within the Property in which Construction will occur (the "**Site**"). The Owner shall be responsible for the costs of any damages to the Property or Site, except that the Contractor shall be responsible for any damages that it unreasonably caused in accessing the Property or Site.
- b. The Owner shall provide to the Contractor all information regarding any requirements and conditions of the Property, Site and the Work, including, but not limited to, the Owner's design, any constraints, all other pertinent information, and all known criteria for the Work.
- c. The Owner shall furnish or cause to be furnished any information needed by the Contractor or any subcontractor in completing the Work.
- d. The Owner shall promptly render decisions where such decisions are necessary to avoid delaying the Work.
- e. The Owner shall use due care for the protection of any materials or equipment stored on the Site or Property during Construction. The Owner shall also use due care for the protection of any completed Construction.
- f. The Owner represents and warrants that it has good and merchantable title to the Property, except for mortgages and/or liens previously disclosed to the Contractor.
- g. The Owner shall have the sole responsibility, and hereby assumes all liability unless otherwise specified, for: (i) any unsafe condition on the Property or Site except to the extent any such condition is caused by the Contractor; (ii) cleaning up all debris in and around the Property, to the extent it affects Construction, or Site except to the extent any such debris is caused by the Contractor; (iii) any conditions which exist or are present at the Property, to the extent it affects Construction, or Site, including, but not limited to, any hazardous or toxic material or substance, prior to commencement of the Work (see Section 5 below); (iv) any livestock, animals, farm products, machinery, or equipment not belonging to the Contractor present at the Site; and (v) any of the Owner's employees, any employees of any other direct contractor (or a subcontractor or supplier of such direct contractor) or the Owner or the Owner's guests, frequenters, or invitees present at, or in the vicinity of, the Site. The Owner or an agent of the Owner shall notify the Contractor at least 24 hours in advance of Owner's intention to access the Site. The Owner shall conform with and abide by all OSHA rules and regulations and the Contractor's safety standards when on site.

4. CHANGES IN THE WORK:

- a. The Owner may, subject to the approval of the Contractor, order changes to the Construction consisting of additions, deletions, or modifications with the Agreement Price and Completion Date being adjusted accordingly. However, changes to the Work can only be authorized by a written change order signed by both parties (a "**Change Order**"). The parties shall mutually agree to any changes to the Agreement Price and payment schedule as set forth in the Proposal and incorporate such changes into the applicable Change Order.

- b. The use of any Change Order shall not affect the validity of this Agreement or the Proposal.
- c. The Owner shall be responsible for both ensuring it has adequate funding and timely paying for any increase to the Agreement Price based on any Change Order. The Owner shall also be responsible for all reasonable costs, fees, and expenses as imposed by the Contractor with respect to any Change Order.

5. HAZARDOUS MATERIALS:

- a. If reasonable precautions would be inadequate to prevent foreseeable bodily injury or death resulting from a hazardous material or substance, including, but not limited to asbestos, PCB, or lead paint, encountered on the site by the Contractor, the Contractor shall, upon recognizing the existence of such a hazardous material or substance, immediately stop Construction and provide the Owner with written notice of the hazardous material or substance. Upon receipt of written notice from the Contractor, the Owner shall promptly cause the hazardous material or substance to be removed at its sole expense. The Contractor shall resume Construction upon: (i) receipt of written notice from the Owner that the hazardous material or substance has been removed; and (ii) confirmation of such removal by the Contractor's prompt inspection of the affected area. The parties shall mutually agree, in writing, on updates to the Completion Date and Agreement Price as such updates are necessary.
- b. The Owner shall indemnify and hold harmless the Contractor and the Contractor's subcontractors, and the directors, agents, officers, and employees of either of them, from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Work in area of the Site affected by a hazardous material or substance, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss, or expense is not due to the sole negligence of a party seeking indemnity.
- c. If, without negligence on the part of the Contractor or the Contractor's subcontractor, the Contractor or subcontractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work, the Owner shall indemnify the Contractor and subcontractor for all cost and expense thereby incurred.

6. DESIGN DOCUMENTS:

- a. The Contractor and their architects, engineers, consultants, subcontractors, and/or any other design professional shall be deemed the authors and owners of their respective models, sketches, drawings, specifications, plans, and any other design document regardless, of its medium, to be used in the Work (the "Design Documents").
- b. The Contractor shall grant to the Owner a limited, irrevocable, and nonexclusive license to use the Design Documents solely and exclusively for purposes of constructing, using, maintaining, altering, and/or adding to the Work, provided that the Owner performs all of its obligations under this Agreement, including prompt payment of the Agreement Price.

7. CONTRACTOR'S WARRANTY:

The substantive provisions of this Section 7 are included in Schedule 1 to this Agreement.

8. 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.

9. MUTUAL INDEMNITY AND HOLD HARMLESS AGREEMENT:

Each party shall protect, defend, indemnify, and hold the other party and its officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Agreement, and all expenses of investigating and defending against the same, including, without limitation, attorney's fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.

10. INSURANCE:

- a. Contractor agrees to maintain in full force and effect at all times during the Agreement the following types of and specifications for insurance: (i) General Liability Insurance. Minimum limit \$1,000,000 each occurrence, \$2,000,000 aggregate. (ii) Automobile Liability Insurance. Minimum \$1,000,000 combined single limit. (iii) The Contractor may achieve the required limits and coverage for General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. (iv) Workers Compensation and Employer's Liability Insurance. Statutory coverage for Workers Compensation and minimum \$500,000 for Employer's Liability. (v) Excess/Umbrella Liability Insurance. Minimum

\$10,000,000 each occurrence, \$10,000,000 aggregate. (vi) Professional & Pollution Insurance. Minimum \$2,000,000 each claim, \$2,000,000 aggregate.

- b. The Contractor shall also provide Builder's Risk Insurance coverage during the construction phase of the Work to insure against all risks or physical loss, except for flood damage or earthquake damage, for materials provided by the Contractor and/or completed portions of the Work only unless otherwise specified in this Agreement or in the Proposal. Any other work or construction, other than the Work, contracted for by the Owner with any other person or entity, and any materials provided for the Work by the Owner are the responsibility of the Owner.
- c. Contractor will provide a certificate of insurance evidencing the Contractor's insurance coverage upon the Owner's request.

11. WISCONSIN CONSTRUCTION LIEN NOTICE:

The substantive provisions of this Section 11 are included in Schedule 1 to this Agreement.

12. DEFAULT:

- a. If either party hereto should be adjudged bankrupt, make a general assignment for the benefit of creditors, have a receiver appointed, or otherwise become insolvent, or if the Property becomes the subject of a foreclosure or any other legal action or process, or the Owner fails to make the payments as required by this Agreement or otherwise refuses or fails to perform in accordance with the terms of this Contract, or the Contractor should refuse, fail or be unable to perform under this Agreement, such party shall be considered to be in default.
- b. **Owner's remedies.** In the event of the Contractor's default, the Owner may terminate this Agreement and finish the Work by whatever method it may deem expedient; provided, however, that before hiring or contracting with any other person or company the Owner shall give the Contractor at least fourteen (14) days' notice of his intention to proceed under this section of the Agreement. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed and if the unpaid balance due to the Contractor is in excess of the actual expense of completing the project, such excess shall be paid to the Contractor. In the event that such additional expense of the Owner exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.
- c. **Contractor's remedies.** In the event of the Owner's default, the Contractor may cease all operations and remove from the Property all materials supplied whether or not incorporated into the Work. In such case, the Contractor shall account to the Owner for all costs incurred by it up to the date the Work is stopped, as well as all costs incurred in removing its materials from the Property. From the amount so computed, the Contractor shall subtract payments made by the Owner and the salvage value, if any, of material removed. The unpaid balance, if any, shall be paid to the Contractor by the Owner. If the amount of payments and credits of the Owner exceed the Contractor's cost, the Contractor shall refund any difference to the Owner.

13. ARBITRATION:

- a. The parties agree that if any controversy or dispute should arise relative to the performance of this Agreement then the controversy or dispute will be resolved by arbitration as the sole and exclusive remedy, except where other remedies are required by law. The decision of the arbitrators shall be binding, final, and may be enforced in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes. The Construction Arbitration Board of the Metropolitan Builders Association shall conduct the arbitration.
- b. The parties agree to each pay one-half (1/2) of the cost of arbitration proceeding itself, while the individual parties will be responsible for any other respective fees, costs, and expenses, including, but not limited, transportation fees, attorney's fees, and money damages to be paid, if any, based on the decision of the arbitration board.

14. INTEREST AND FEES:

The prevailing party in arbitration or the party entitled to payment or money damages under any provision of this Agreement shall be entitled to, to the fullest extent permitted by applicable law, (i) recover interest on any unpaid money damages owed to it at the highest legal rate; and/or (ii) recover all reasonable costs of collection and expense, including attorney's fees.

15. FORCE MAJEURE:

- a. Neither party to this Agreement shall be liable for any delay, direct or indirect, in performance caused by an unforeseen event such as acts of God, fire, war, civil unrest, terrorism, governmental orders, public health crises, adverse weather conditions, insufficient soil conditions, availability of materials, labor disputes, or any other cause beyond the reasonable control or contemplation of either party ("**Force Majeure Event**").
- b. In the event that a Force Majeure Event occurs, the parties shall take all reasonable steps to mitigate the impact of the Force Majeure Event insofar as the impact of the Force Majeure Event affects, directly or indirectly, the Work.

16. TIME IS OF THE ESSENCE:

With respect to the Agreement Price, any payments required hereunder, and all the Owner's other obligations hereunder (including those in the Proposal), time is of the essence.

17. ENFORCEABILITY & GOVERNING LAW:

- a. If any part of this Agreement or any provision herein is found to be unenforceable, it shall not affect the enforceability of the remainder of this Agreement.
- b. The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of any other breach of any right, claim, term, or condition of this Agreement.
- c. ***This agreement shall be governed by the laws of the State of Wisconsin.***
- d. This Agreement may not be modified except in writing signed by authorized representatives of each party.

18. ATTACHMENTS TO CONTRACT:

This Agreement contains the following attachments: Schedule 1 (Warranty & Lien Notice), two copies of Rider 1 (Contractor's Copy and Owner's Copy of Notice of Consumer's Right to Receive Lien Waivers), and two copies of Rider 2 (Right to Cancel). Other attachments, including the Proposal, plan drawings, Design Documents, bid spreadsheets, a sample Change Order, a **Right to Cure Law Brochure**, and additional exhibits, addenda, schedules, and riders may be provided as part of the package to which this Agreement is a part, or separately.

19. ACCEPTANCE; TERMINATION:

- a. This Agreement shall not be deemed binding on the Contractor until and unless it is accepted and executed by a duly authorized representative of the Contractor at its office in New Berlin, Wisconsin. Notwithstanding any such execution, acceptance shall not be final until the down payment described in Section 2 of this Agreement and more fully described in the Proposal is received by the Contractor at its office in New Berlin, Wisconsin, in cash or a cash equivalent. Acceptance of this Contract is expressly limited to the terms and conditions of this Agreement and the Proposal.
- b. Prior to the commencement of Construction (regardless of whether on the Commencement Date or any other date), the Owner may terminate the Proposal and this Agreement. A \$500 cancellation fee shall be deducted from the initial payment and all other amounts shall be returned to the Owner within twenty-one (21) days.
- c. After the commencement of Construction, the Proposal and this Agreement may only be terminated by written agreement signed by both the Owner and the Contractor. The Owner shall pay all labor and material costs actually incurred by Contractor within fourteen (14) days, after which any remaining balance shall be refunded to the Owner within twenty-one (21) days.

20. WISCONSIN RIGHT TO CURE LAW:

The Owner has received the Wisconsin "Right to Cure" Law Brochure either as a part of this Agreement, the Proposal, or separately, but concurrently, with the execution of the package to which this Agreement is a part.

[Attachments to the Agreement Follow]

Schedule 1 to Residential Construction Agreement

Contractor's Warranty and Wisconsin Construction Lien Notice

CONTRACTOR'S WARRANTY:

- a. *The Contractor is providing only this warranty under this Agreement (the "Warranty") and makes no other warranties, including, but not limited to, oral warranties, or any express or implied warranties of habitability, merchantability, or fitness for a particular purpose, other than what is expressly provided in this Agreement or required by applicable law.*
- b. *Under the Warranty, the Contractor warrants that the Work will be free from material defects. To the extent that there are material defects in the Work (the "Defect" or "Defects"), the Contractor shall, in accordance with industry standards, repair, replace, or correct the Defects where the Owner provides written notice to the Contractor of any Defect within one (1) year of Substantial Completion of the Work.*
- c. *The Contractor shall decide upon the remedy for any Defect; provided, however, that Contractor shall follow industry standards in electing the applicable remedy or remedies.*
- d. *The Warranty expressly excludes Defects caused by: (i) alterations to the Work not performed by the Contractor or its subcontractors; (ii) building materials or equipment not supplied by the Contractor or its subcontractors; (iii) abuse or other improper use of the Work; (iv) normal wear and tear; (v) any natural occurrence outside of the control of the Contractor; (vi) acts or omissions of third parties; and/or (vii) acts or omissions of the Owner, including, but not limited to, the Owner's failure to properly maintain the Work.*
- e. *The Owner shall give the Contractor reasonable access to the Property to remedy any Defect covered by the Warranty and a reasonable timeframe to remedy any Defect.*
- f. *The manufacturers' warranties on equipment, furnishings, or fixtures, if any exist, used in the Work will be as per the manufacturers' product literature and shall not be the Contractor's responsibility. The Contractor shall provide copies of the manufacturers' product literature containing such warranties, if any exist, at the conclusion of the Work.*
- g. *The Warranty only comes into effect upon receipt of full and final payment by the Contractor.*
- h. *The Warranty does not extend beyond normal building standards or industry standards.*

WISCONSIN CONSTRUCTION LIEN NOTICE:

- a. *As required by Wisconsin construction lien law, Wis. Stat. Sec. 779.02(2), the Contractor hereby notifies the Owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the Construction on the Owner's Property may have lien rights if not paid. Those entitled to lien rights, in addition to the Contractor and the Contractor's subcontractors and suppliers, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans, or specifications for the Construction. Accordingly, the Owner should expect to receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the Construction and should provide a copy of each notice received to the Contractor and the Owner's mortgage lender, if any. The Contractor agrees to cooperate with the Owner and its mortgage lender, if any, to see that all potential lien claimants are duly paid. The Contractor shall not be responsible for the Owner's failure to timely forward notices to the Contractor or mortgage lender, if any, and the Owner releases, and shall indemnify and hold the Contractor harmless, from all damages and liability arising out of the Owner's failure to properly notify the Contractor or mortgage lender, if any, of lien notices.*
- b. *The Contractor shall furnish unconditional lien waivers as required per the Owner's mortgage lender/title company guidelines or as requested by the Owner following receipt of full and final payment from the Owner to the Contractor.*
- c. *See the attached Rider 1 for the complete lien waiver statement in compliance with Section ATCP 110.025 of the Wisconsin Administrative Code and Chapter 779 of the Wisconsin State Statutes.*

RESIDENTIAL CONSTRUCTION AGREEMENT RIDER 1

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.

This Notice complies with Section ATCP 110.025 of the Wisconsin Administrative Code. The Owner has read this notice and acknowledges receipt of this notice as evidenced by the Owner's signature.

RESIDENTIAL CONSTRUCTION AGREEMENT RIDER 2

Customer's Right to Cancel

You may cancel this agreement by mailing a written notice to A.O. Handy Inc., 2275 S. 162nd St., New Berlin, Wisconsin 53151, 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.