New Floors Inc 1596 E. North St Waukesha, WI (262) 544-9022

Sales Representative Michael Gasparre

Mike@mynewfloorsinc.com



EStimate#1 10482022636

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Verther Perry 5034 N 108th St		Estimate #	1481	CITY	7077	CTY	
Milwaukee, WI 53225	Date	6/10/	2022		유		
estimate# 0482022636				EXK'S OF	5 U	MENA	
ltem		Description			ریب س	mount	
LVP	Adura by Mannington Flex - Glue Down Color: TBD 34 sf/ctn	Flex - Glue Down Color: TBD			Amount \$3,743.74		
Sub-flooring	Installer to skim and flatten the s Accounting for a full day of prep	Installer to skim and flatten the substrate. Time and material - Accounting for a full day of prep			\$1,200.00		
Transitions (metal)	To be installed at doorway to be closet	To be installed at doorway to bedroom, laundry room and utility closet			\$63.00		
Furn. Moving	Large items only - Customer to r	Large items only - Customer to move smaller/ delicate items.			\$187.50		
Tax					\$74.92		

When Paying by Cash or Check

Sub Total	\$5,269.16			
Total	\$5,269.16			

When Paying by Credit Card

Surcharge	\$153.10
Total*	\$5,422.26

*Credit card payments include a surcharge of 2.9%+.29¢ per transaction.

SPECIAL INSTRUCTIONS

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JOB AGREEMENT

Payment:

Payments are to be made as follows:

Jobs total amount due under \$50,000 (50/50)

Deposit of 50% down / Remaining balance due upon job completion

Jobs total amount due over \$50,000 (50/25/25)

Deposit of 50% down / 25% of remaining balance upon job reaching 50% completion / Remaining balance due upon job completion

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be communicated with the owner and will become an extra charge over and above the estimate. Extra work performed above and beyond the proposal will be billed at \$95.00 per hour, per man. All agreements are contingent upon strikes, accidents, or delays beyond our control. Property owner to carry fire, tornado and other necessary insurance.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (18% APR) late fee will be charged on all unpaid balance over 30 days. Property liens will be then filed on balances in excess of 45 days. In the event of default by the owner, the buyer agrees to pay all costs of collection including reasonable attorney's fees in addition to other damages.

TERMS AND CONDITIONS

Nature of Work

New Roofs, Inc. shall furnish the labor and materials necessary to perform the work described herein or in the referenced contract documents. New Roofs, Inc. does not provide engineering, consulting or architectural services. Customer warrants all structures to be in sound condition, capable of withstanding normal activities of roofing operations. New Roofs, Inc. is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

Payment

Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work as follows: New Roofs, Inc.'s estimated cost of materials shall be paid prior to commencement of project, and the balance shall be paid immediately upon completion. If New Roofs, Inc. is required to perform any punch list item(s) following completion of the Work, Customer shall not withhold any amount of exceeding New Roofs, Inc.'s estimated costs of such items. Any amounts so withheld shall be paid immediately to New Roof, Inc. upon its completion. If completion of the Work extends beyond one month, the customer shall make monthly progress payments to New Roofs, Inc. by or before the 5th day of each month for the value of completed work during the preceding month. Final payment shall be made to New Roofs, Inc. immediately upon completion of the Work.

Non-payment

All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer fails to make payment, New Roofs, Inc. shall be entitled to recover from Customer all costs of collection incurred by New Roofs, Inc., including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of New Roofs, Inc.

Insurance

New Roofs, Inc. shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. New Roofs, Inc. will furnish a Certificate of Insurance evidencing the types and amounts of its coverage upon request.

Changes in the Work and Extra Work

Customers shall be entitled to order changes in the Work and the total contract price be adjusted accordingly. New Roofs, Inc. shall not be required to perform any changes or additional work without a written request.

Warranty

New Roofs, Inc.'s work will be warranted by New Roofs, Inc. in accordance with its standard limited warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of New Roofs, Inc. warranty is attached. New Roofs, Inc. shall not not be liable for special incidental or consequential damages. The acceptance of this proposal by the customer signifies his agreement that this warranty shall be and is the exclusive remedy against New Roofs, Inc. for all defects in workmanship furnished by New Roofs, Inc. A manufacturer's warranty shall be furnished to the customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, the customer shall have recourse only against the manufacturer of such material.

Back Charges

No back charges or claims for payment of services rendered or materials and equipment furnished by customer to New Roofs, Inc. shall be valid unless previously authorized in writing by New Roofs, Inc. and unless written notice is given to New Roofs, Inc. within 10 days of the event, act or omission which is the basis of the back charge.

Ice Dams

An ice dam is a ridge of ice that forms at the edge of a roof and prevents melting snow (water) from draining off the roof. The water that backs up behind the dam can leak into a home and cause damage to walls, ceilings, insulation, and other areas. Causes range from heat loss from the conditioned living space to temperatures fluctuating above and below freezing to the sun warming the roof surface and melting snow. New Roofs, Inc. does not warrant ice dams or issues related to ice dams.

Damages and Delays

New Roofs, Inc. shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of god, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of occurrences, New Roofs, Inc.'s time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. **Arbitration; Claim**

If a dispute shall arise between the New Roofs, Inc. and the customer with respect to any matter or questions arising out of or relating to this Agreement or the breach thereof such dispute, other than collection matters, shall be decided by the arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon in any court having jurisdiction thereof. Any legal claim against New Roofs, Inc. including alleging any breach of this contract or negligence by New Roofs, Inc. must be initiated no later than 1 year after New Roofs, Inc completed the Work.

Cancellation of Agreement

This agreement may be canceled unilaterally by the customer by notifying New Roofs, Inc. in writing within 3 calendar days days after signing this agreement. In the event of cancellation of this agreement by the customer thereafter New Roofs, Inc. shall receive compensation from the customer for all costs of labor or materials and all other expenses incurred to that date plus New Roofs, Inc.'s anticipated profit under this agreement.

Lien Notice

As required by the Wisconsin Construction Lien Law, New Roofs, Inc. hereby notifies Owner that persons or companies furnishing labor 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 contractor, are those who contract directly with the owner or those who give the owner notice within 60 calendar days after they first furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. New Roofs, Inc. agrees to cooperate with the owner and owner's lender if any to see that all potential lien claimants are duly paid.

2022 JUN 16 PM 3: 46 CITY CLERK'S OFF

Verther Perry 5034 NIOS#St Milwaulee, Wis CITY OF MILWAUKEE 23112

At: Marshell
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Milwaucee, Wis, 53202 y Clerk Office LOOF Well St. Room 205

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