

## TERMS AND CONDITIONS

**Agreement:** By authorizing Heritage Builders to proceed on the front of this form, I am signifying my understanding and agreement with the following terms and conditions.

**Quality of Workmanship:** Heritage Builders will provide a very good to excellent level of workmanship. We will not provide 'Perfection'. The applicable standards are defined in Residential Construction Performance Guidelines, ©2000, available for review for free if this box , is checked now.

**Project Scheduling:** Work shall be scheduled generally for between 7:00 and 5:30 pm weekdays. Projects are taken generally on a first come, first served basis, depending on project parameters. Once started, your project shall not be abandoned for another. However there may be delays due to weather, material availability, and subcontractors' schedules. Our aim is to complete your project as expeditiously as possible.

**Payment Scheduling:** After the initial 30% down payment, depending on the size and duration of the project, you will receive progress billings for work substantially completed to date, or one final billing. All payments are due back to our office at N6160 370th St. on receipt of invoice. Payments more than 15 days late will be assessed a service charge of 2%/month or \$25.00, whichever is greater.

**Building Permits and Variances:** Heritage Builders shall obtain all necessary building permits. Permits costs are not included in the estimate, unless listed. Variances, site drawings, property locates and representation are not included.

**Occupancy and Access:** The owner shall remove all personal effects from the areas being remodeled and shall not reoccupy until the project manger or lead carpenter approves.

**Site Protection and Clean up:** Heritage Builders shall protect your existing home from damage caused by our work. We shall broom clean the immediate area of the remodeling on completion. The worksite shall be maintained in a safe and clean manner regularly.

**Mold:** Mold spores are everywhere, on every surface, all the time. They grow in wet or damp conditions. Heritage Builders will remove or clean moldy surfaces as is reasonable in the scope of the project. Heritage Builders, shall assume no liability for the presence or effect of mold.

**Signage:** Heritage Builders will place a job site sign near the main road just prior to starting the job to alert suppliers. The sign shall remain in place through completion.

**Budget:** The budget offered in the proposal is either a fixed sum price or an estimate, as noted on front page. In either case, it is based in part on conditions observed during a relatively short site visit and on current prices. See Change Orders.

**Change Orders:** Various factors will affect the final price of this project. As problems are encountered, rather than stop the job, they will be solved in as efficient manner as possible. Such factors may include, but are not limited to, such things as unseen conditions, cost increases, changes in the scope of the project. These shall be documented in writing in a timely manner and accounted for in the billing process.

**Product Selections:** All initial product or design decisions shall be made and communicated to our office prior to beginning.

**Communications:** Bill Hady, 235-8661 is your project coordinator. A lead carpenter will be assigned to your project. Details about the job, scheduling, questions; anything at all once the project is started, shall be directed to them. Clear, timely communication helps to assure overall success on your project.

**Lien Law Notice:** As required by the Wisconsin Construction Lien Law, the builder hereby notifies the owner that persons or companies furnishing labor or materials for construction on the owner's land may have lien rights on the owners land and buildings if not paid. Those entitled to lien rights, in addition to HB are those who contract directly with the Owner or those who give the owner a notice within 60 days after they first furnish labor or materials for the construction. Accordingly, the 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 his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

**Lien Waivers:** If this box , is checked now, we will provide lien waivers from us, our subs and suppliers as each are paid. If not checked there will be a charge of \$35.00 each for processing lien waivers later.

**Insurance:** Heritage Builders has Liability and Workers Compensation Insurance through Bremer. Certificate is available if this box , is checked now.

**Billing Rates:** Billing rates for materials, labor and subs shall be no greater than our current rates for these items.

**Subcontractors:** Some of the work performed on this project may be not by employees of Heritage Builders but by subcontractors. These subcontractors have been selected for their professionalism, availability, and proven track record. They all maintain adequate insurance and guarantee their work.

**Warranty:** We warrant our workmanship to be performed in a professional manner. No time limits. Where our work is over old, or existing, this may be inapplicable.

Approved: \_\_\_\_\_