



RESTORATION, REMODELING AND/OR NEW CONSTRUCTION AGREEMENT

This Agreement, including the Terms and Conditions included herewith, is made this 10th day of August 2018, between EMERGENCY FIRE & WATER RESTORATION, LLC ("Contractor"), located at 1301 E. Waterford Ave. Suite A, Saint Francis, WI 53235, and the following person(s) ("Owner") as identified below: RIVERVIEW DIVERSIFIED LLC

TELEPHONE: (Home) _____ (Cell) _____ (Email) _____ ADDRESS ("Project Site") 314316 RIVERVIEW DRIVE

Owner engages Contractor to supply labor and materials (the "Work," as generally described below) at the Project Site in accordance with the Work described below and the written estimate for structural repairs & restoration work, (the "Estimate"), which Work and Estimate are subject to adjustment based upon changes to the scope of Work by Owner, his/her property insurer, and Contractor. The description of Work below and the Estimate are based upon currently known conditions at the Project Site. Within 30 days after: (1) Owner approves the general scope of Work; (2) approves the architectural plans for the Work; and (3) obtains the necessary and required national, state and local building and construction permits, approvals, clearances, and/or authorizations to begin the Work, Contractor will provide the detailed pricing Estimate. Due to the variants that are present with the damage at the Project Site, hidden, concealed and/or unexpected conditions may be found during the Work. Owner understands and agrees that if a hidden, concealed and/or unexpected condition is found during the Work, Contractor shall advise Owner as soon as practicable of the condition, and provide a Change Order for the additional work necessary due to the newly discovered condition. Owner shall then have 5 days to approve the additional work. Contractor reserves the right to stop all Work while a decision regarding the additional work is made by Owner. The Work includes:

REPAIR FIRE DAMAGE REPAIRS AS APARS INCLUDE THE BRICK WALL PAINT, DOORS, TRIM, SUBFLOOR, DAMAGED RAFTERS, DAMAGED MECHANICALS, FOUNDATION REPAIR (plus any attached page as deemed necessary).

Owner agrees to pay to Contractor an amount not to exceed \$ 501,000 for the Work (excluding Change Orders). Agreed Upon Amount. Owner and Contractor agree in writing to the total scope and cost of the Work as may be set forth in the description of Work above and in the Estimate. Owner agrees to pay the total agreed upon amount in the following increments:

- (1) An immediate Down Payment of 30% of the total not to exceed price, plus
(2) A Progress Payment of 30% of the total Estimate will be made upon 150,300 plus,
(3) A Progress Payment of 30% of the total Estimate will be made upon 150,300 plus,
(4) A Final Payment of all amounts owing upon a Work Stoppage (as defined in Para. 13 of the Terms and Conditions), or Substantial Completion of the Work (as defined in Para. 15 of the Terms and Conditions).

Amounts due under this Agreement are subject to modification for: (a) Allowances (as defined in Para. 11 of the Terms and Conditions); and (b) Changes (as defined in Para. 12 of the Terms and Conditions). All invoices sent to Owner are due and payable in full to Contractor within ten (10) days of receipt thereof by Owner.

The insurer of Owner's property constituting the Project Site ("Insurer") is: 314-316 RIVERVIEW DR MANTOWIC. By signing this Agreement, Owner authorizes, directs and instructs Insurer to make all insurance proceeds in connection with the Work payable directly to Contractor, or at a minimum, list Contractor as an additional payee on all insurance payments to Owner relating to the Work. Owner agrees to pay directly to Contractor when due any amounts not covered by insurance, and nothing in this Agreement relieves Owner from its obligation to pay Contractor for the Work, without regard to any insurance or insurance proceeds.

Contractor will commence performing the Work within 10 working days after all the following occur: (1) this Agreement is signed by Owner and Contractor; (2) the Down Payment is received by Contractor from Owner (unless Owner requests Contractor to begin the Work on a time and materials basis); (3) Contractor receives proof (in its sole discretion) that the total amount to be paid for the Work is secured by the Owner; and (4) all required state and local buildings and construction permits and approvals are issued. Contractor estimates that Substantial Completion will occur on or before 120 working days thereafter.

By signing this Agreement, Owner represents and warrants that Owner has: (1) the legal authority to execute this Agreement for Work at the Project Site; and (2) has received and approved the entire Agreement, including the authorizing of payments directly from insurer to Contractor and the Terms and Conditions, and acknowledges that Contractor has reviewed same with Owner. This Agreement will become binding on Contractor only after signed by Owner and Contractor.

OWNER'S RIGHT TO CANCEL. (1) Owner may cancel this Agreement by mailing a Notice of Cancellation to Contractor before midnight of the third business day after the day Owner signed the Agreement. (2) Owner also has the right to cancel an Agreement for work that is on the exterior, siding or roof of Owner's home, where an insurance claim has been made, at any time before midnight on the third business day after Owner receives written notice from Owner's insurer that Owner's insurance claim has been denied for work to be performed under this Agreement. If Owner cancels under this clause, Owner will be responsible for emergency work already performed by Contractor. (3) Method of Cancellation: OWNER may cancel the Agreement by mailing to Contractor at 1301 E. Waterford Avenue, Suite A, St. Francis, Wisconsin, 53235, before midnight of the third business day a notice signed by Owner stating "I hereby cancel" and adding Owner's name and address. Owner may use the extra copy of this page provided to Owner by Contractor as the Notice by writing "I hereby cancel" on the extra copy of this page and mailing it to Contractor.

OWNER'S LIABILITY FOR LABOR AND MATERIALS PROVIDED OR SUPPLIED. No cancellation of this Agreement by Owner will relieve Owner of any obligation to pay Contractor's charges (including Contractor's standard mark-up) for the value of all labor, services, equipment rental, set-up and take down charges, and materials furnished for or delivered to the Project Site by Contractor and/or Contractor's subcontractors or material suppliers prior to the time notice of cancellation is received by Contractor. Owner should read carefully paragraph 19 of the "Terms and Conditions" regarding persons or entities furnishing labor or materials for the Project who may have lien rights on the property if not paid. The Owner hereby employs Emergency Fire & Water Restoration, LLC, as Contractor to prepare an Estimate and present the Estimate to the Owner's insurance company for insurance company approval. If the Estimate is approved by the Owner's insurance company, the Owner agrees to employ Emergency Fire & Water Restoration, LLC to perform the repairs set forth in the Estimate. If the Owner does not employ Emergency Fire & Water Restoration, LLC after the insurance company has approved the Estimate, the Owner shall pay the sum of 20% of the total final approved Estimate, or the final Replacement Cost Value amount of the claim, (whichever is greater) within 30 days of the insurance company approving the Estimate. The 20% charge is for Contractor's overhead and profit for the work described in and relating to the Estimate. If the insurance company fails to approve the Estimate for any reason, and Owner does not employ Contractor for any reason, (except for material breach by Contractor) Owner agrees to pay the Contractor 20% of the last Estimate prepared by Contractor, representing Contractor's overhead and profit for the project. If the Owner does not pay the 20% charge within fourteen (14) calendar days after demand for payment is made, Emergency Fire & Water Restoration, LLC, shall be entitled to reimbursement from the Owner for its costs and expenses incurred in collecting the 20% charge, including, but not limited to, its reasonable attorney fees.

OWNER Signature: [Signature] Date: 8/10/18 RIVERVIEW DIVERSIFIED Print Name

EMERGENCY FIRE & WATER RESTORATION, LLC By: [Signature] Date: 8/10/18 MICHAEL WYNE-OWNER Print Name and Title

Signature _____ Date _____ Print Name _____

Owner acknowledges receipt of the attached Terms & Conditions form #0108. [Signature] 8-10-18 Owner's signature Date

**Terms
And
Conditions**

1) The Work. Contractor is responsible for, and will have sole control of the construction methods, sequences and coordination of all work described in the Agreement (the "Work"), unless expressly specified in writing to the contrary. Work or materials not included in the scope of Work or the written Estimate are not included in the Contract Price, and will be the obligation of Owner. The written Estimate provided to Owner is intended to supplement the scope of Work and the Contract Price. The Estimate contains the detailed charges that make up the total Contract Price. The Estimate is used to obtain insurance company approval of the replacement cost value for the project. For purposes of this Agreement, "Replacement Cost Value" shall be defined as the amount of the Contractor's Estimate that is approved for payment by Owner's insurance company. In the event that a conflict exists between the actual Work and the Estimate, the Work performed will control. Due to the nature of construction services, including restoration (especially emergency restoration) and remodeling, variations from the Estimate may be necessary due to the discovery of concealed or unforeseen conditions, which may require extra work that could increase the Contract Price. Any such increases will be documented by a Change Order. Owner shall be responsible for any increase in the Contract Price due to concealed or unforeseen conditions. Unless specifically stated in the contract documents or in a Change Order, electrical, plumbing or heating work contemplates no changes or modifications to any service or mechanical system, points of service or sources. All dimensions stated on any document, drawing or plan are approximate.

a. All drawings, specifications and other documents, whether in print or electronic form, furnished by Contractor to Owner under the Agreement are instruments of service and Contractor retains ownership and property interests in them, including copyright, until all payments due Contractor under the Agreement have been made. **Mitigation (Emergency / Temporary Services & Remediation) Work:** Examples of this type of work may include some or all of the following: the removal of wet, contaminated or fire damaged structural materials; removal of wet, contaminated or fire damaged contents and personal property; contents manipulation; contents inventorying; contents cleaning; dry cleaning services; structural cleaning; sanitization; thermal imaging; moisture assessments; mold testing; mold remediation; abatement services; lead safe work; corrosion mitigation; deodorization; temporary heating; temporary plumbing; winterization services; temporary electrical; permits necessary for demolition or temporary services; shoring of structural components; engineering and architectural services; dumpsters; debris removal; demolition; storage units; and other services necessary to stabilize the property or determine the full extent of restoration work. Owner understands and agrees that an additional charge of 20% (identified in the Estimate(s) as "Overhead and Profit") is added onto "Mitigation" estimate items in addition to their line item totals. Examples of such items includes materials, dumpsters, drying equipment, air scrubbers, and sub-contractor invoices, labor invoices and invoices for labor or materials provided by Contractor. Invoices for "Mitigation" related work may be billed separately from "Structure" work for insurance purposes.

b. **Structure (Reconstruction, Restoration & Remodeling) Work:** Examples of this type of work may include some or all of the following: contents manipulation; contents inventorying; contents cleaning; dry cleaning services; structural cleaning; sanitization; thermal imaging; moisture assessments; mold testing; mold remediation; abatement services; lead safe remediation or other work; corrosion mitigation; deodorization; temporary heating; temporary plumbing; winterization services; temporary electrical; permits; shoring of structural components; engineering and architectural services; dumpsters; debris removal; demolition; content manipulation; storage units; sealing; scaffolding; framing; roofing; siding; exterior trim; electrical/wiring; light fixtures; plumbing; HVAC; installation; drywall/plaster; trim/finish carpentry; doors; windows; cabinets; finish hardware; flooring; appliances; specialty items; window treatments; wall paper; acoustical treatments; awnings/patio covers; fireplaces; fire protection systems; fencing; masonry; concrete; asphalt; landscaping; mirrors/shower doors; paneling; steel work; stucco; and other structural related services and may include invoices for labor or materials provided by Contractor. An additional charge of 20% Overhead and Profit is added to all "Structure" related charges in addition to their line item totals. At times, "Mitigation" related items may be added to the "Structure" invoice(s) for insurance claim purposes at the discretion of the insurance carrier and/or the Contractor.

c. In the event the Owner cancels this Agreement after Work has commenced, Owner will be responsible for the Contractor's charges for all work that has been completed and all materials that have been provided (based upon the scope of Work and/or Estimate, plus all associated Overhead and Profit on completed Work, and Contractor's anticipated 20% Overhead and Profit on the Project, which is based upon the final Replacement Cost Value (RCV) amount with the insurance company. If the insurance company does not approve the Estimate, for any reason, the most recent Estimate prepared by Contractor shall govern and control and Owner agrees that Owner shall be bound by the charges and costs stated therein. Owner hereby authorizes and directs their insurance company to release all insurance settlement information necessary to determine the final insurance claim amount, the Replacement Cost Value (RCV) of the claim, and the dates and amounts of all payments made to Owner.

2) Materials. Owner agrees that Contractor may substitute material sizes, grades, weights or other distinguishing characteristics or features that will perform equally as those specified, except for brand name items for which substitution is specifically prohibited in the Specifications. Where new materials are to be matched to existing construction, Contractor will make reasonable efforts to do so using standard materials from local suppliers, but does not guarantee an exact match. Owner understands and agrees that exact duplication of colors, textures and finishes may not be achieved due to variations in color lots, the use of natural materials and similar occurrences. Owner understands and agrees that because of the natural characteristics of building materials, perfect surface finishes may not be achieved: wood shrinks, shells and checks; plaster, drywall, masonry, asphalt, and concrete crack, peel and pit; and it is a normal and expected condition for condensation to occur on surfaces or walls exposed to moist air.

Painting. All painting of existing painted surfaces is to be performed by attempting to match the preexisting color. Owner understands that exact matches may not be achieved due to fading and differences in color lots provided by suppliers. Price increases resulting from changes requested by Owner will be the responsibility of Owner, and a Change Order will be used to set forth the change and the price increase in writing.

Textiles. Contractor will use commercially available and reasonable methods to remove, clean and reinstall Owner's textiles, including, but not limited to draperies, curtains, sheers, window and door treatments, blinds, shades, upholstered materials, rugs and carpets. Contractor is not responsible for, and Owner agrees to hold Contractor harmless from, damage or loss to Owner's textiles caused by circumstances that are beyond Contractor's reasonable control, including, but not limited to, shrinking, shredding, bleeding, dry rot, weakened fabrics, items that will not clean, fading, BHT issues, water stains, manufacturer defects or preexisting conditions. Extra materials or supplies delivered to the Project Site and/or materials and supplies not physically attached to the structure after Substantial Completion of the Work (as defined in Para. 15 below), will remain the property of Contractor. Any change that results in an increase in the cost of products or materials to Contractor will be the responsibility of Owner, which will be set forth in a Change Order.

Owner Supplied Materials. Although all reasonable care will be utilized, the performance, condition or damage of Owner supplied materials or fixtures before, during or after performance of the Work will be the sole responsibility of Owner.

3) Access to Project Site and Working Hours. Owner agrees to maintain access for Contractor to the Project Site, to keep the Project Site free from obstructions and conflicting work, and to obtain permission for Contractor to gain access through adjacent property, if required by Contractor to do so. Owner will be solely responsible for all risk, will hold Contractor harmless and free of liability, and will compensate Contractor for any and all damages and costs arising out of such access or the failure to maintain access, except to the extent due to the intentional or reckless acts of Contractor, its agents or employees. Unless otherwise specifically set forth in writing, Contractor will perform the Work Monday through Friday during its normal working hours, and will not be expected to perform on weekends and holidays.

4) Title to Project Site and Building Location. Owner will be solely responsible for the validity of its title to the Project Site and the recordation of any and all deed restrictions, easements, and/or covenants that may affect the Work. Owner verifies by entering into the Agreement that it is the owner of the property, as defined under section 779.01 of the Wisconsin Statutes, on which the Work is to be performed. Under penalty of fraud, the individual(s) signing the Agreement as Owner, or on

behalf of Owner, affirm that the property is titled in Owner's name(s), and is duly recorded as such, and that the property is not titled in the name of any related party of Owner possessing a name different than that of the name(s) of Owners as stated on the Agreement. Owner is solely responsible for furnishing an approved location for new building construction under the Agreement and will be responsible for obtaining an accurate survey of the Project Site, at Owner's expense, if required by Contractor. Contractor will be held harmless from any and all liability, either to Owner or any other person or governmental body, for determining the location of new building construction and for establishing foundation grades on the Project Site. Owner agrees to hold harmless and indemnify Contractor from and against all claims or damages resulting from misrepresentation by Owner arising out of, relating to or affecting this Agreement.

5) Facilities. Owner will provide and pay the cost of electric, gas, power, water, telephone and toilet facilities for use by Contractor and its employees, subcontractors and material suppliers. Storage of materials and Contractor's equipment will also be provided by Owner. All utility connections and service charges, if any, will be paid by Owner.

6) Job Sign, Photos, Video and Marketing. Owner agrees to allow Contractor to display signage at the Project Site during the time the Work is performed identifying Contractor as the provider of services. Owner agrees to allow Contractor to take and use the photos, and/or video of the Work and Project Site, and use said media along with any renderings, drawings, diagrams or sketches, and project documents in Contractor's marketing and advertising.

7) Property Protection and Storage. (A) Protection. Owner agrees to remove or otherwise secure or protect Owner's personal property located inside and outside the Project Site. Contractor will take reasonable steps to avoid damage to Owner's existing property and in the event of such damage will not be responsible for the damage to Owner's property, including damage that may be caused as a result of the placement or movement of materials and including, but not limited to, dumpsters for the Project. Unless specifically agreed to herein, Contractor is not responsible for: (i) the losses or damages to any of Owner's personal property including, but not limited to, pets, furniture, jewelry, art objects, precious metals, precious stones or antiques by reason of theft, disappearance; or (ii) loss or damage to existing walks, concrete steps, driveways, curbs, septic tanks, sewer lines, water or gas lines, telephone or electric lines, lawn, shrubs, trees and other interior and exterior plantings or vegetation, whether caused in whole or in part by Contractor, its employees or subcontractors, or their suppliers in the performance of Work or in the delivery of materials at the Project site.

(B) Storage. In the event Owner agrees in writing to have Contractor take possession of Owner's personal property (including storage, cleaning, repairing and/or restoring of Owner's personal property), Owner agrees to provide to Contractor a mutually agreeable written inventory of all of the property and its condition prior to or at the time Contractor takes possession or delivery of the property. In the event Owner does not provide such an inventory to Contractor within the time specified, Contractor may prepare the inventory. Owner will be deemed to have accepted Contractor's written inventory of the property as complete. Owner's property in the possession of Contractor will be returned to Owner upon Substantial Completion of the Work, subject to Owner having paid to Contractor all amounts due from Owner. In addition to the provisions set forth in Para. 10, below, upon 30 days prior written notice to Owner, Contractor may sell Owner's property to satisfy amounts due from Owner to Contractor. Upon 30 days prior written notice to Owner, Contractor may dispose of Owner's property that is not claimed by Owner from Contractor within 30 days from the date of Substantial Completion of the Work. Contractor has a lien on the property or on the proceeds thereof for charges for storage, transportation, insurance, labor in handling the property, and expenses necessary for preservation of the property or reasonably incurred in their sale. The sale or disposal by Contractor of the Owner's property will not relieve Owner from any obligation due to Contractor in excess of any amount realized by Contractor from the sale of Owner's property.

(C.) Responsibility for Materials and Equipment. Owner agrees that Owner will be responsible for and liable for all losses, theft or damage to or of Materials left or stored on site and for Contractor's equipment and tools left or stored on site during the performance of the Work hereunder. Owner's liability for the loss of or damage to tools and equipment shall be the replacement cost of the tools and/or equipment. Owner agrees to verify that Owner's insurance for the Project and site covers such losses; and covers the replacement cost, as applicable.

8) Owner's Work. Unless stated to the contrary in the Specifications, Owner will be responsible for all landscaping and other site conditions at the Project Site, including finish grading, drainage, soil slippage or sinking, repair of equipment access routes and the construction area, or any other site conditions that may exist. If material or labor furnished or installed by Owner or third parties contracted by Owner cause loss of time or additional work for Contractor, then Owner will pay to Contractor the costs resulting from any additional work or lost time. Contractor is not responsible for failures or defects that result from work by Owner or third parties, whether occurring before or after the commencement or completion of Work.

9) Insurance. Contractor will maintain workers' compensation and general liability insurance. Owner will maintain homeowners' or business insurance covering all physical loss to the structure and building materials on the Project Site, and expressly including, but not limited to, coverage for collapse, fire, weather damage, theft, vandalism and malicious mischief, naming Contractor as additional insured. Owner assumes all risk of loss during construction, except for the intentionally wrongful acts of Contractor, its subcontractors or employees. It is Owner's responsibility to contact its insurer, and inform it of the necessary required coverage (including replacement cost coverage for Contractor's tools and equipment left or stored on site) or assume any loss not covered by its insurer. In the event insurance funds are available to pay, in whole or in part, the price of the Work, Owner and Contractor agree that Contractor may be paid directly by the insurer, but that Owner will remain primarily liable for all amounts due to Contractor hereunder. Owner agrees to take all action reasonably requested by Contractor ensure that all insurance proceeds payable to Contractor are in fact paid to Contractor, including assignment to Contractor of Owner's rights thereto.

10) Payment. Owner will timely make all payments required by the Agreement. Time is of the essence as to all terms of payment. Payments not received by Contractor within ten (10) days as agreed to hereunder will be considered delinquent and will accrue services charges of 1.5% per month, (18% per year) or the highest rate allowed by law on all past due amounts, plus all costs and expenses incurred by Contractor as a result of collection efforts, including, but not limited to reasonable attorneys' fees. The failure of Owner to make proper payment when due will, in addition, to all other rights, entitle Contractor, in its sole discretion, to suspend all Work until all payments due are made, including to terminate the Work in its entirety. If Contractor decides to continue the Work, the time for Contractor to perform the Work will be extended for a period equal to the period during which the Work was suspended (which shall be considered a Delay as provided in Para. 14 hereof), and the amount due Contractor under the Agreement will be increased by the amount of Contractor's reasonable costs of shutdown, delay and start-up. Any Contractor's guaranty or warranty will not be in force or effective unless Owner makes payment to Contractor in a timely manner and in full pursuant to the terms of the Agreement. Contractor will furnish lien waivers to Owner at the time each payment is made to Contractor for the proportionate value of all labor and materials for which the payment is made. Complete payment of all amounts due Contractor will constitute a waiver of all claims by Owner except those arising from liens or a warranty. The Owner employs Contractor to prepare an Estimate and present the Estimate to the insurance company. If the Estimate is accepted by the insurance company, the Owner agrees to employ Contractor to perform the repairs set forth in the Estimate. If the insurance company does not approve the Estimate, for any reason, the latest Estimate prepared by Contractor shall govern and control and Owner agrees that Owner shall be bound by the charges and costs stated therein.

If the Owner does not employ Contractor after the insurance company has accepted Contractor's Estimate, the Owner shall pay to Contractor the sum of 20% of the total insurance company approved Replacement Cost Value (RCV) within 30 days of the insurance company accepting the Estimate (or revised Estimate, as applicable). The 20% charge is for Contractor's Overhead and Profit for the Work described in and relating to the Estimate. If the insurance company fails to approve the Estimate for any reason, and Owner does not employ Contractor for any reason (except for material breach by Contractor), Owner agrees to pay the Contractor 20% of the most recent Estimate prepared by Contractor, representing Contractor's Overhead and Profit for the Project. If the Owner does not pay the 20% charge when due, Contractor shall be entitled to reimbursement from the Owner for Contractor's costs and expenses incurred in collecting the 20% charge, including, but not limited to, its reasonable attorney fees.

11) Allowances. "Allowances" are either: (A) estimates for the completion of items of Work that may be affected by unknown and/or unforeseen conditions, including, but not limited to those that may not be under the control of Contractor; and/or (B) estimates for materials or labor included in the Work that are undecided at the time of the Agreement and may be affected by Owner's choices. Owner understands that Allowance estimates are not guaranteed prices or fees. All Allowances will be

identified in the Specifications and will be charged at Contractor's total cost plus an overhead mark-up of 20% of the amount by which the Allowance is exceeded. Allowances provided for in the Agreement are subject to adjustment upon completion of the particular work and/or material involved. Where the final cost of all Allowance items including Contractor's mark-up, exceeds its Allowance amount, Owner will pay the difference within 10 calendar days from the date of Contractor's invoice. Should said cost be less than the Allowance amount, Owner will receive a credit for the difference at the time the final payment under the Agreement is due from Owner.

12) Changes. No changes, additions, alterations, deviations or extras to the Work will be made without a written change order signed by Owner and Contractor (a "Change Order"), specifying the additional labor and materials to be furnished by Contractor, the amount to be paid by Owner and the change, if any, in the time of performance, including changes necessary to conform to codes, laws or regulations required by any utility or government authority, or to address existing conditions of the Project Site unknown to Contractor at the time Contractor signs the Agreement. Owner will incur and become obligated to pay Contractor, in addition to all other payments required by the Agreement for the Work, an administrative fee equal to \$75.00 for each Change Order, which will be added and due and payable with the next scheduled payment required by the Agreement. Each Change Order will be incorporated as part of the Agreement. Owner agrees to pay for all changes in advance of each change being commenced. Owner understands and agrees that changes may extend the time for performance. Extras and Change Orders that are completed without a predetermined price quote will be charged at the cost of the labor and/or materials, plus a contractor's fee of 20% of the total amount of the Extras or Change Order. Deletions to the Work, or changes that result in a credit to Owner, will result in Owner receiving a credit for the difference at the time the final payment under the Agreement is due from Owner.

13) Work Stoppage. Should the Work be stopped by any government authority or the Owner (or any agent of the Owner) for more than ten (10) days, Contractor may terminate the Agreement and collect for the value of all Work completed and materials ordered as of the date Work is stopped, plus Contractor's anticipated Overhead and Profit" under the Agreement. Overhead and Profit is defined as the combination of Contractor's Overhead and Profit which is calculated as twenty percent (20%) of Contractor's most recent Estimate or, as applicable, the Estimate used for the final Replacement Costs Value (RCV) amount for the claim. The failure by Owner to sign a Change Order or refusal to make a payment when due will be cause for Work Stoppage by Contractor.

14) Delay. The Work will be completed within the number of working days stated in the Agreement, unless a delay occurs due to adverse weather conditions, natural disasters, labor disputes, changes or work stoppage by Owner or government authorities, delays requested or caused by the Owner, unavailability of materials or supplies, casualties, accidents, environmental hazards, unforeseen conditions, Owner's failure to make payments as required by the Agreement, or any other cause beyond Contractor's control ("Delay"). Working days will not include Saturdays, Sundays, or any legally recognized holiday. In the event of a construction Delay, the date for performance of the Work hereunder will be extended by the time necessitated by the Delay.

In the event of a Delay, Contractor will be entitled to additional payment to reflect any increased cost of labor and/or materials. Contractor will give written Notice of Delay to Owner and state any adjustment to time for performance or cost of the Work necessitated by the Delay. Approval of such Notice of Delay shall not be unreasonably withheld by Owner. By signing a Notice of Delay or Change Order, the Owner agrees to any resulting changes. Any Delay that is more than thirty (30) days, will allow Contractor, at its sole option, to terminate the Agreement.

15) Substantial Completion. "Substantial Completion of the Work" under the Agreement will be the date that the Project Site can be used for the purpose for which it was intended or the date the occupancy permit or other approval, if any, is issued by the appropriate government authority, whichever occurs first, excluding the completion of punch list items, or the minor adjustment, repair or cleaning of any item. Contractor will be entitled to payment of all amounts due under the Agreement upon Substantial Completion of the Work and prior to final delivery of Owner's property.

16) Disputes.

Disputes between the parties arising out of or relating in any way to the Agreement, including, but not limited to: the meaning of the Agreement; the enforceability of the Agreement; the rights or obligations of any party under the Agreement; claims against any officers, owners, shareholders, directors, employees, successors, members, or agents of Contractor; the performance of any aspect of the Agreement or the Work, or any disagreements regarding charges for changes or allowances; and any other dispute arising from or relating to the Agreement that are not resolved informally or pursuant to Wisconsin Statutes section 895.07 (pertaining to claims involving contractors or suppliers), shall be resolved by binding arbitration conducted by a mutually agreed upon arbitrator, as detailed below. The disputes subject to binding arbitration also include any claims made by the Owner against the Contractor's employees, owners, officers or agents, including claims asserting personal or individual liability.

The Arbitrator shall be a retired Federal or Wisconsin Judge or Justice selected from a list of four (4) retired Judges or Justices. Each party shall choose two (2) retired Federal or Wisconsin Judges or Justices for the list. If an arbitrator cannot be agreed upon within fifteen (15) days after arbitration is requested in writing by one of the parties to this Agreement, the parties agree that a Court of competent jurisdiction shall appoint an arbitrator from the list. A request for arbitration is deemed effective seventy-two (72) hours after having been deposited in the United State mail, postage prepaid, registered or certified to the other party. The arbitration shall be conducted at the Arbitrator's office or at a location designated by the Arbitrator.

The arbitration shall be conducted pursuant to the provisions of Chapter 788 of the Wisconsin Statutes. The parties further agree that the decision of the Arbitrator shall be final and binding, and shall be enforceable in accordance with Wisconsin law. The Arbitrator's fee and expenses shall be paid equally (50-50) by the parties.

The Arbitrator will establish basic rules of procedure to be followed. The rules will require that all submittals, including, but not limited to, a statement of all claims, exhibits, documents and photographs, will be delivered to the Arbitrator and all parties at least 21 days before the date the arbitration is to be conducted. The submittals shall clearly define the issues to be decided and the party's position thereon. At the time of hearing, each party will be given an opportunity to present their case and to provide a response to each claim raised by the other party. Matters shall be scheduled such that the hearing lasts for one day only, if reasonably possible. The proceedings shall be informal and need not strictly comply with the rules and procedures that are generally associated with court proceedings. The parties agree to arrange a site inspection by the parties and the Arbitrator, unless, prior to the arbitration date, a site inspection is deemed unnecessary by the Arbitrator. The filing of a lien claim shall not be considered an election by the Contractor to waive its rights under this arbitration provision and the enforcement by the Contractor of its lien rights is expressly exempted from the requirements of this arbitration provision.

17) Warranties, Notice of Defect. Except in the instances as specifically provided in Paragraph 17(C) below, Paragraphs 17(A) and (B) will govern all notices of defects, warranties, and all rights to repair.

(A) Warranties. As the exclusive warranty under the Agreement, and conditioned upon Contractor's receipt of all payments due Contractor under the Agreement, Contractor's Work will be warranted under the following provisions: The Work completed will be warranted by Contractor to be of a workman-like quality and in conformity with applicable building codes and within the standards of the construction industry as set forth in the Construction Industry Quality Standards compiled by The Metropolitan Builders Association, which workmanship will be free from defects for a period of one (1) year from the date of installation of the equipment and from the date of Substantial Completion for all Work and materials. If the Work completed includes smoke damage remediation, Contractor warrants that the Project Site worked on by Contractor will be reasonably free from smoke odor. These warranties extend to Owner alone and automatically terminate upon Owner selling or vacating the Project Site. Contractor specifically excludes from warranty coverage and accepts no responsibility for: (i) defects in materials, supplies, appliances and equipment except to the extent covered by manufacturers' warranties (Contractor itself provides no warranty or guaranty of materials, supplies, appliances or equipment); (ii) damage from ordinary wear and tear, or Owner's lack of proper maintenance or care, or the negligent or intentional acts of the Owner; (iii) items not installed by Contractor or its subcontractors or provided by their material suppliers; (iv) damages caused by weather conditions; and (v) conditions resulting from expansion or contraction of materials. The warranty against smoke odor is subject to Contractor being allowed to remediate all smoke damaged areas of the Project Site to the reasonable satisfaction of Contractor. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR OTHERWISE.**

CONTRACTOR IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT, WHETHER BASED IN CONTRACT OR NOT, BUT CONTRACTOR'S MAXIMUM LIABILITY HERE UNDER IS LIMITED TO THE AMOUNT PAID TO CONTRACTOR HEREUNDER. OWNER'S SOLE REMEDY AGAINST CONTRACTOR FOR THE WORK AND ANY DAMAGES ARISING OUT OF IT WILL BE LIMITED TO THE WARRANTIES SET FORTH ABOVE.

(B) Notice of Defect and Right to Repair. Wisconsin law contains important requirements Owner must follow before Owner may file a lawsuit for defective construction against Contractor. Section 895.07 (2) and (3) of the Wisconsin Statutes requires Owner to deliver to Contractor a written notice of any construction conditions Owner alleges are defective before Owner files its lawsuit, and Owner must provide Contractor the opportunity to make an offer to repair or remedy the alleged construction defects. Owner is not obligated to accept any offer made by Contractor. All parties are bound by applicable warranty provisions. This is sometimes called Wisconsin's "Right to Cure Law." Owner acknowledges that before any Work constituting the remodeling of the Project Site constituting Owner's home or place of residence is commenced, Contractor has delivered to Owner a copy of the brochure prepared by the State of Wisconsin highlighting some of the provisions of the "Right to Cure Law."

18) Entire Agreement and Undisclosed Conditions. The Agreement constitutes the entire agreement of the parties. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, the Agreement. Owner warrants that the person executing the Agreement and any subsequent Change Orders, has the legal authority to do so, including obligating Owner to a marital purpose debt, if married. Owner acknowledges review and approval of the entire Agreement before execution. The Agreement is not assignable by either party without the other's consent. The Work subject to the Agreement is specifically defined on the front of the Agreement and does not include work to reconstruct, remedy, or replace: **(A)** Conditions not disclosed in writing by Owner to Contractor and made a part of the Agreement; **(B)** preexisting conditions required by any governmental or administrative agency or inspector to be corrected that were not expressly included as part of the Work; **(C)** conditions provided under any agreement directly between Owner and subcontractors, employees or agents of Contractor, unless expressly included as part of the Work; or **(D)** undisclosed conditions discovered or identified subsequent to the Agreement being entered into. If Contractor discovers unforeseen, latent, concealed or subsurface conditions not previously disclosed or made a part of the Agreement, which conditions would cause an increase in Contractor's cost of performance under the Agreement, then Contractor will notify Owner and, with Owner's approval the scope of the Work and the Total Price will be adjusted in writing to reflect the additional Work to reconstruct, remedy or replace the conditions previously undisclosed. Unless Owner agrees to pay any such increased cost, Contractor will have no obligation to perform additional Work and may, in its sole discretion, cancel the Agreement in its entirety. In the event of termination, Owner will remain liable to pay Contractor for all Work performed and materials supplied through the date of termination, together with Contractor's Overhead and Profit which is calculated as twenty percent (20%) of Contractor's most recent Estimate or, as applicable, the Estimate used for the final Replacement Costs Value (RCV) amount for the claim. Unless expressly made part hereof in writing, the Agreement does not include any work or remediation related to Hazardous Materials (defined below) including but not limited to mold, asbestos, arsenic and lead.

19) LIEN NOTICE.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL 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 THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Persons who furnish labor for the Work on Owner's property through or in behalf of Contractor and who do not have lien rights on Owner's property if not paid will, for purposes of the Agreement and Owner's payment hereunder only, be deemed Contractor's employees.

20) Hazardous Materials and Indemnity. To the fullest extent permitted by law, Owner will defend, indemnify and hold harmless, and free of liability Contractor and its employees, owners, officers, directors, members, subcontractors, assigns and agents from and against any and all claims, damages, losses, costs, and expenses, whether direct, indirect, or consequential, including but not limited to attorneys' fees incurred in connection with or relating to the performance of the Work in any area affected by hazardous material which indemnification will apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of Contractor. By signing below, Owner acknowledges that it has received the United States Environmental Protection Agency pamphlet, "Renovate Right (The Lead Safe Certified Guide)." If after the commencement of the Work, known or suspected hazardous material is discovered at the Project Site, Contractor will be entitled to immediately stop the Work in the affected area, and will report the condition to Owner and, if required to the government agency with jurisdiction, and will not be obligated to continue the Work until any known or suspected hazardous material discovered at the Project Site has been removed, rendered, or determined to be harmless, at Owner's sole cost and expense. Such work stoppage shall be treated as a Delay as defined in this Agreement. A hazardous material is any substance or material identified now or in the future which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or clean-up including without limitation hazardous substances and material described in the Comprehensive Environmental Response Compensation Act of 1980, as amended; The Resource Conservation and Recovery Act, as amended, and any other applicable Federal, State, or Local laws. If Contractor incurs additional costs and/or is delayed due to the presence of known or suspected hazardous material, Contractor will be entitled to be compensated for same and to make an adjustment to the price of the Agreement.

21) Air Quality Notice and Release.

A. CAUTION ABOUT AIR QUALITY:

Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi, bacteria, and toxins secreted by them, occur naturally in the environment. They may be present during or after construction in the air and on surfaces including wall cavities, attic, windows, basement, exterior, or any other part of the home. Concentrations of moisture can result from cooking, showering, washing or similar water-related activities inside the home, from the atmosphere outside the home, and from the design, construction means and methods, and materials used in the construction of the home, including achieving energy efficiency by construction methods that reduce air infiltration and circulation. This moisture may cause the growth, release, discharge or dispersal of microorganisms, which, at certain levels, can cause deterioration of home materials, damage to property, health hazards, personal injuries or other irritant effects, such as skin irritation, respiratory problems and allergic reactions. Likewise, concentrations of radon released from soil and chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, and other home materials may, at certain levels, cause the same or similar effects. Microorganisms, radon and chemicals occur naturally in the environment, and as a result, Contractor cannot eliminate the possibility that they may be present or may grow in, on, or about the home. Owner may minimize these adverse effects by proper operation and maintenance of heating, ventilation, air conditioning and dehumidification equipment, interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking. The Owner acknowledges that the prevention of such effects may require special plans, specifications, ventilation and construction techniques. If any work is done to prevent such effects, Owner may be required to follow specific building operation and maintenance protocols, all of which may add significant costs that are not included the Contract Price.

Upon Substantial Completion, the Owner assumes sole responsibility to operate and maintain the home and its systems, and to comply with all operation and maintenance instructions furnished by Contractor to Owner.

As a result of these factors, Owner acknowledges and agrees Contractor is not responsible for the presence, growth, release, discharge or dispersal of the microorganisms, radon and chemicals at the Project Site and Home. **NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, OWNER RELEASES ALL CLAIMS, DAMAGES, OR CAUSES OF ACTION AGAINST THE CONTRACTOR, ITS EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, MEMBERS, SUBCONTRACTORS, ASSIGNS AND AGENTS, AND ITS SUBCONTRACTORS, SUPPLIERS AND THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS (RELEASED PARTIES), FOR BODILY INJURY, PROPERTY DAMAGE AND/OR LOSS OF USE ARISING FROM OR ATTRIBUTABLE TO THE PRESENCE, GROWTH, RELEASE, DISCHARGE OR DISPERSAL OF MICROORGANISMS, RADON AND CHEMICALS AT THE PROJECT SITE AND HOME, WHETHER RESULTING FROM OWNER'S IMPROPER OR INADEQUATE OPERATION AND MAINTENANCE OF THE EQUIPMENT SYSTEMS OR OTHERWISE, EXCEPTING CLAIMS ARISING FROM WILLFUL OR INTENTIONAL MISCONDUCT OF A RELEASED PARTY.**

B. Remediation

During the Work, where visible mold is discovered, the necessary remediation costs and expenses will be billed to the Owner as an extra through a written Change Order.

C. Acknowledgement

Owner certifies that Owner has read and understands the provisions of this Para. 21 of the Agreement including but not limited to, the release of all related claims.

22) Governing Law. This contract will be governed by, construed and enforced in accordance with the laws of the State of Wisconsin, and enforcement of it may be heard in a court of law in Milwaukee County, Wisconsin to which the parties admit to having personal jurisdiction over them.

23) Enforceability/Severability. Any provision or provisions of the Agreement which may be determined to be invalid, void, unenforceable, or illegal will in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof will nevertheless remain in full force and effect.

24) Owner Representations and Acceptance. In executing the Agreement, Owner represents that:

- (A) Owner has the necessary financial resources to fulfill its obligations under the Agreement,
- (B) Owner has the legal authority to execute the Agreement,
- (C) If Owner is married, the spouse signing the Agreement acknowledges that the Agreement is a marital purpose obligation,
- (D) Contractor has delivered to Owner a copy of the brochure prepared by the Wisconsin Department of Commerce highlighting some of the provisions of the "Right to Cure" Law referenced in Paragraph 17(C) above,
- (E) Owner certifies that Owner has carefully read and understands the entire Agreement, including the Terms and Conditions,
- (F) Owner acknowledges receipt of a copy of the entire Agreement (and all attachments) and two (2) copies of Owner's right to cancel at the time of signing.

OWNER'S RIGHT TO CANCEL. OWNER HAS A RIGHT TO CANCEL THE AGREEMENT AS SET FORTH IN THE AGREEMENT(S) TO WHICH THESE TERMS AND CONDITIONS RELATE, BUT OWNER WILL REMAIN LIABLE FOR LABOR AND MATERIALS FURNISHED AS PROVIDED BY APPLICABLE LAW.