

**Customer Info:**

Job #: GE-2423
 Deslover, Dan
 1811 Regent Street,
 Madison, WI, 53726
 (757) 753-3880-mobile

Genesis Exteriors

4401 Femrite Drive Unit C Madison, WI 53716
 Phone: (608) 204-9999

Company Representative:

Kevin Merk
 (608) 310-2141
 kevin@genesisexteriors.com

Deslover Residence

Description

- PROJECT DESCRIPTION: This proposal includes all labor and materials for the projects listed below. This proposal does not include any work or painting to the existing soffit, fascia or window sills.
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Siding - House

Description

- Remove and dispose of the existing wood shake and 1x8 band board trim on the whole house. Install a tyvek moisture barrier over the existing wall sheathing and tape all seams. Install a new 5/4" x 8" w/ a 1" x 2" LP Smartside trim in place of the old band board trim. Install a new custom bent aluminum drip cap up the side wall and over the new 1x2 trim. Install new 5/4" x 4" LP trim around the upper windows (does not include the sill) and custom cut LP trim around the front windows. Install LP Smartside shake panels in the same areas of the old wood shake. All LP products will have a pre-finished paint coat applied (color of choice)
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R&R LP Smartside staggered edge shake siding
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R&R 5/4" x4"x16' Smooth Trim

R&R 5/4" x4"x4"x10' Smooth Mitered Corner FJ
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- 5/4" x2"x16' Smooth Trim

- 5/4" x8"x16' Smooth Trim

R&R House Wrap » Tyvek

- Install an aluminum rain diverter on the roof on the back of the home.
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Siding - Garage

Description

- Remove and dispose of the existing wood shake on the detached garage. Install a tyvek moisture barrier over the existing wall sheathing and tape all seams. Install new LP Smartside shake panel siding and all proper flashing. Install new 5/4" x 4" LP Trim boards around the overhead garage door.
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R&R LP Smartside staggered edge shake siding
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R&R 5/4" x4"x16' Smooth Trim » 2-Coat

R&R 5/4" x4"x4"x10' Smooth Mitered Corner FJ » 2-Coat

R&R House Wrap » Tyvek

Basement Window

Description

- Remove and replace the 1 existing basement window on the back of the house.

- Install a new Marvin Integrity All-Ultrex fiberglass window with a bronze exterior and a white interior.
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- 37" x 21" Picture window with SDL grids to give 3 lite appearance

Back Deck

Description
- Remove and dispose of the existing back deck.
- Dig 2 new footings that are 15" x 48", install concrete and 6x6 pressure treated support posts.
- Construct a new deck that is 12' x 5' using pressure treated framing consisting of 2x8 joists and beam.
- Install Azek (Harvest Collection) cellular pvc deck boards to the surface of the new deck and install composite railing around the exterior perimeter of the deck which will include custom cut spindles to match the existing spindles along with 4x4 posts and 2x4 top/bottom rails.
- Install Azek Fascia around the exterior face of the deck.

Misc. Items

Description
- UNFORESEEN WORK: Any unforeseen work / repairs that is not visible at the time of original estimate will be brought to the attention of the homeowner and then a change order will be presented to complete the additional work. The unforeseen work may be (but is not limited to) water damage within the walls, mold, insect infestation, electrical wiring and plumbing. The scope of work and cost must be presented prior to the work being completed.
- IMPORTANT: Any work requested that is not outlined in this proposal/contract is NOT included in the bottom line price. If additional work is requested, the job supervisor will contact the sales representative to produce a change order. Additional work will not be completed without client approval by signing the change order.
- COMPLIMENTARY COLOR CONSULTATION: All Genesis Exterior projects (Over \$2000.00) come with free color consultation with a professional designer. If you would like the color consultation please advise your sales consultant upon acceptance of the proposal
- FINANCE OPTIONS: Several no interest / no payment and low interest with payments are available. Minimum purchase requirements do apply. Additional fees may apply. Based on approval from a third party bank, see sales consultant for additional details.
- WARRANTY: Genesis Exteriors provides a ten year workmanship and material warranty. Additional warranties on certain products may be longer and will be specified within specific product literature.
- HISTORICAL DISTRICTS: It is the responsibility of homeowner / decision makers to notify Genesis Exteriors in all cases where the residence or job site would reside in a Historical District and what requirements / specifications that particular Historical District requires for the project being estimated.

Payment Terms

Description
- Upon an approved proposal, Genesis Exteriors requires a 30% down payment to proceed with ordering of the materials.
- The downpayment can be made via check or credit card. If the client is using our finance offers, an approved application must be received before the materials will be ordered
- Upon receipt of the 30% down payment or approved financed loan, Genesis Exteriors will order the materials which in most cases are non-returnable or refundable.
- Upon substantial completion of the project, full payment is due. Substantial Completion refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. In the case where new parts need to be ordered, payment of 95% of the contract will be due with the remaining 5% payable upon installation of the new parts
- Stage Payments: On larger projects including those with multiple phases involved (Example: Roofing, siding, windows) partial payments may be requested. These can be requested in stages of completion and or completion of a segment of said project.
- Credit cards accepted up to \$10,000

Genesis Exteriors Terms And Conditions

PAYMENT: Client shall pay Genesis Exteriors (otherwise referred to as "GEC") the Contract Price, In current funds, Adjusted as provided herein, as follows:

DOWN PAYMENT: The standard down payment is 30%.

PROGRESS PAYMENT: There will not be any progress payments required for residential projects. Commercial projects extending past 30 Days will make progress payments by the 10th day for the pro-rata amount of labor and materials supplied as of the last day of the prior month.

CANCELLATION: After the 4th day from the date of acceptance, any cancellation of this contract will result in the full price of any non-refundable products and reasonable administrative and service costs incurred.

FINAL PAYMENT: Upon Substantial Completion, Client shall pay to GEC the Contract Price. The foregoing notwithstanding, a portion of the Contract Price may be escrowed equal to the cost (as estimated by GEC) of Work delayed by weather conditions, and the cost of materials specified where delivery is delayed. No funds shall be escrowed for specialty items requested by Client, which are delayed for any reason, or for Work delayed due to the unavailability of materials specified in Change Orders. Payment of the remaining Contract Price (subject to escrows) under this Section shall constitute a waiver of claims by the Buyer against GEC except those arising from the terms of GEC's warranty. Upon payment of the Contract Price, GEC, upon request, shall provide Buyer with lien waivers. Substantial completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract so that the owner can occupy or use the work or a portion thereof for its intended use. Minor defects, touch up work on installed products or adjacent surfaces would fall under service or warranty work and do not constitute a reason to withhold final payment. A late fee of 2% of the unpaid balance and 1% per month interest will apply if payment is not made within 5 days of reaching substantial.

CHANGES IN WORK: (a "Change Order"): Any work in addition the signed proposal will increase the contract proposal executed by Client and GEC whether agreed upon in writing or verbally. Each Change Order shall specify a change, addition, or deletion, and any adjustment in the Contract Price and Contract Time. Any increase in the Contract Price shall be paid to GEC upon execution of the Change Order.

CONTRACT TIME: Unless Buyer submits Change Orders, or other reasonable conditions occur which affect GEC's ability to complete the Work as stated below, the Work normally shall be substantially completed within 30 working days after the Work is commenced (the "Contract Time") for residential projects. The Contract Time shall be extended as provided. If the Work is delayed by any cause outside the reasonable control of GEC, including without limitation any change or delay requested, imposed or caused by Client or by any public authority, site condition, labor disputes, weather conditions, riot, civil commotion, vandalism, theft, war, fire or other casualty, or delays in delivery or unavailability of materials, the Contract Time shall be extended by the duration of such delay. Clients' failure to make selections in a timely manner or Client's request for Change Orders may also result in an extension of the contract time.

SUPERVISION OF WORK: GEC shall be the authority for the proper usage and placement of fixtures, equipment and materials, in accordance with recognized standards. Slight deviations from Plans and Specifications shall be construed as substantial compliance with the Contract. Buyer agrees that the direction and supervision of the working forces, including subcontractors, rests exclusively with GEC, and Buyer agrees not to issue any instructions to, or otherwise interfere with, the same. Buyer further agrees neither to negotiate for additional Work with GEC's subcontractors nor to engage other builders or subcontractors except with the GEC's prior written consent and in

such a manner as will not interfere with GEC's completion of the Work under this Contract. Buyer shall have the right to observe the progress of the Work provided, however, Builder shall not be responsible for any injury to Buyer or during said observations. Buyer is responsible to keep any pets contained in such a way to keep them from

disturbing the installation crews and safe from harm.

GEC'S INSURANCE: GEC agrees to keep in force at its own expense, during the entire period of Work, such liability insurance as will protect it from claims for bodily injury and property damage, and property damage liability that may arise out of the Work. GEC shall maintain a Commercial General Liability policy with a minimum limit of \$1,000,000 per occurrence.

WARRANTY/LIMITATION OF LIABILITY: Upon final payment of the Contract Price, GEC warrants that the Work has been performed in substantial conformance with the Plans and Specifications, and in a good and workmanlike manner in quality equal to the standards of the industry. GEC shall repair or replace, at its option and at its sole cost and expense, any failure to conform to such warranty identified by written notice from Client within Ten (10) years following Substantial Completion. GEC shall also repair, at its sole cost, any Work that may be disturbed in repairing such nonconformity. Upon final payment of the Contract Price, GEC shall be deemed to have assigned to Client all manufacturer warranties for consumer products incorporated into the Work. GEC will provide copies of such manufacturer warranties to Client. These products are not covered by GEC's warranty. In addition, GEC does not warrant any trees or other vegetation on the Building Site against damage during performance of the Work.

EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, GEC MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE IMPROVEMENTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER AGREES THAT IN NO EVENT SHALL GEC BE LIABLE TO BUYER FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, EMOTIONAL DISTRESS, OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED DIRECTLY OR INDIRECTLY BY THE ACTS OR OMISSIONS OF GEC UNDER THE CONTRACT.

NOTICE CONCERNING CONSTRUCTION DEFECTS. WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE MEDIATION OR ARBITRATION PROCEEDINGS 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 OR COMMENCE MEDIATION OR ARBITRATION, 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. BY SIGNING THIS CONTRACT, BUYER ACKNOWLEDGES RECEIPT OF THIS NOTICE PRIOR TO SIGNING THE CONTRACT, AND FURTHER ACKNOWLEDGES THAT BUYER HAS READ THIS NOTICE.

LIEN NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, GEC HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON BUYER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH OR PROCURE LABOR, SERVICE, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. GEC AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

This estimate was last edited by Kevin Merk ((608) 310-2141, kevin@genesisexteriors.com) on March 19, 2019. The estimate may be withdrawn if not accepted within _____ days.