



HOME REMODELING CONTRACT

TIME AND MATERIALS

In consideration of the mutual covenants and obligations, this Home Remodeling Contract (the "**Contract**") is made as of the date set forth below, by and among the named Remodeler and Owner set forth below. The Remodeler and the Owner may be referred to herein individually as a "**Party**" and collectively the "**Parties**."

1. REMODELER/OWNER/SIGNATURE/ACCEPTANCE

WARNING: DO NOT SIGN PRIOR TO READING THE ENTIRE CONTRACT. BY SIGNING THIS SECTION 1, THIS CONTRACT BECOMES LEGALLY BINDING ON THE REMODELER AND THE OWNER, AND EACH PARTY AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

Remodeler:	Owner:
Remodeler's Company Name:	Name (print):
Remodeler's Sales Representative and Title:	Name (spouse or additional owner):
Signature:	Signature:
	Signature (spouse or additional owner):
Address:	Address:
Phone Number and Email Address:	Phone Number and Email Address:
Date:	Date:

2. TERMS

The parties agree to the following contract terms as further specified and described in this Contract.

A. SCOPE OF WORK: <i>Section 3 of Contract</i>	 <i>See Attachment 1 for detailed description.</i>
B. PRE-CONSTRUCTION ESTIMATE OF TIME AND MATERIALS COST TO COMPLETE PROJECT: <i>Section 4 of Contract</i>	 <i>Note: This is a Time and Materials contract. The Contract Price set forth herein is only an estimate. The actual Contract Price may be more or less than this estimated amount will vary depending on the actual cost for labor, materials and other costs.</i>
C. PROJECT SITE: <i>Section 5 of Contract</i>	
D. START DATE: <i>Section 6A of Contract</i>	
E. SUBSTANTIAL COMPLETION DATE: <i>Section 6B of Contract</i>	
F. FINAL COMPLETION DATE: <i>Section 6C of Contract</i>	
G. INITIAL PAYMENT: <i>Section 7A of Contract</i>	 <i>(If not set forth herein, see Attachment 3)</i>



H. PROGRESS PAYMENTS: <i>Section 7B of Contract</i>	 <i>(If not set forth herein, see Attachment 3)</i>
I. FINAL PAYMENT: <i>Section 7D of Contract</i>	 <i>(If not set forth herein, see Attachment 3)</i>
J. NECESSARY PERMITS: <i>Section 9A of Contract</i>	Mark appropriate boxes: <input type="checkbox"/> Zoning <input type="checkbox"/> Building <input type="checkbox"/> Electric <input type="checkbox"/> HVAC <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control <input type="checkbox"/> Driveway / Culvert <input type="checkbox"/> Septic / Sanitary <input type="checkbox"/> Well / Water <input type="checkbox"/> Other: <input type="checkbox"/> Other:
K. CONTRACT DOCUMENTS <i>Section 10 of Contract</i>	Mark appropriate boxes for Contract Documents incorporated into contract: <input type="checkbox"/> Description Scope of Work (attach Plans and Specifications if appropriate) <i>Attachment 1</i> <input type="checkbox"/> Schedule of Allowances <i>Attachment 2</i> <input type="checkbox"/> Payment Schedule <i>Attachment 3</i> <input type="checkbox"/> Description of Owner's Work <i>Attachment 4</i> <input type="checkbox"/> Special Conditions <i>Attachment 5</i> <input type="checkbox"/> Lead Based Paint or Materials Disclosure <i>Attachment 6</i> <input type="checkbox"/> Right to Cure Notice <i>Attachment 7</i> <input type="checkbox"/> Customer's Right to Cancel <i>Attachment 8</i> <input type="checkbox"/> Other: <input type="checkbox"/> Other:



3. SCOPE OF WORK

Subject to the terms and conditions of this Contract, Remodeler shall provide the labor, materials, equipment, and services necessary to complete the construction of the project consistent with this Contract, the described scope of work set forth in Section 2A, **Attachment 1**, and any Plans and Specifications referenced in or attached to Attachment 1 (the **"Work"**). Slight, non-material deviations from the description of the Work shall be construed as substantial compliance with this Contract.

4. CONTRACT PRICE (TIME AND MATERIALS)

Owner agrees to pay Remodeler the actual costs (the **"Remodeler's Costs"**) to complete the Work plus an additional amount equal to _____ percent (_____ %) of Remodeler's Cost (Remodeler's Costs plus the additional percentage payment are referred to as the **"Contract Price"**). Remodeler's Costs include, but are not limited to, the actual cost of "burden" labor (wage plus overhead attributable to that labor such as benefits, etc.), materials, subcontractors, equipment, supervision, overhead attributable to the project, and all other costs incurred by Remodeler.

The pre-construction estimate of the Contract Price to complete construction of the Work is set forth under Section 2B. **The parties acknowledge and agree that this approximate amount is merely an estimate and that the Contract Price will vary depending on the actual Remodeler's Costs and any other costs to complete the Work.**

Included as **Attachment 2** is the schedule setting forth the estimated costs for certain materials and for portions of the Work (each an **"Allowance"**). Owner acknowledges and agrees that Allowance items are only estimates. The Contract Price is subject to adjustment in the event that the actual cost of an Allowance item is greater or less than the corresponding amount set forth in **Attachment 2**. Owner further agrees that in such cases where an actual cost exceeds the Allowance item estimate set forth in **Attachment 2**, there shall be an adjustment to the total Contract Price reflecting the additional costs. If the actual cost of any Allowance item is less than the Allowance for such item, Owner will receive a credit against the Contract Price equal to the amount by which the cost of the item is less than the Allowance.

5. PROJECT SITE

The Remodeler shall complete the Work for the Owner at the property address set forth in Section 2C. Owner represents and warrants that he/she has the requisite authority and interest (for example, fee simple ownership of the Project Site) to enter into this Contract for performance of the Work on the Project Site. Owner further represents and warrants that there are no recorded deed restrictions, easements, or covenants that would prohibit or impair performance of the Work. Owner shall be responsible for furnishing an approved site for construction of the Work. The Owner shall defend, indemnify and hold Remodeler harmless from any and all liability and damages, including reasonable, actual attorneys' fees, incurred as a result of Owner's breach of this section.

6. START DATE / COMPLETION DATE

- A. Start Date.** Unless the parties mutually agree otherwise, the Work shall commence on the Start Date set forth in Section 2D. Remodeler shall not be required to commence working on the Start Date unless the following preconditions have been met: (i) execution of this Contract; (ii) satisfaction or waiver of all contingencies set forth in this Contract; (iii) payment of the Initial Payment; and (iv) Owner



deposits with the Escrow Agent any loan proceeds or cash equivalent payment if required per an Escrow Agreement set forth under Section 8.

- B. Substantial Completion.** Subject to any delay provisions set forth in this Contract, the Remodeler shall accomplish Substantial Completion of the Work no later than the Substantial Completion Date set forth in Section 2E. **"Substantial Completion"** means the date completion of the Work allows for the project to be occupied or used for its intended purpose.
- C. Final Walk-Through.** At a reasonable, agreed to time after Substantial Completion, Remodeler and Owner shall conduct a walk-through to inspect the Work to determine that the Remodeler completed the Work, and that there are no Construction Defects. If there is any unfinished Work and/or there are any Construction Defects, Remodeler shall complete the Work and/or cure the Construction Defects within a reasonable amount of time. The **"Final Completion Date"** shall be the later date of either the Final Walk-Through or the completion of or curing of any unfinished Work or Construction Defects identified at the Final Walk-Through. Final Completion shall be no later than the date set forth in Section 2F unless a new date is required due to any Delays as provided for under Section 6D.
- D. Delays.** Remodeler shall give Owner timely notice of any impending delay in performance of the Contract in the form of a written Change Order if performance will be delayed beyond a deadline specified in the Contract. The notice must specify the reasons for the delay, and shall specify a new proposed Start Date and/or Substantial Completion Date, as applicable. Owner shall sign any reasonable request for delay in the performance of the Contract.

7. CONSTRUCTION PAYMENTS

- A. Initial Payment.** Owner agrees to make an initial payment to Remodeler to pay a portion of the initial costs of design, permitting, labor and materials in the amount set forth in Section 2G (the **"Initial Payment"**) prior to the Start Date.
- B. Progress Payments.** Unless a different method is set forth in a separate Escrow Agreement under Section 8, the Owner shall make progress payments as set forth in **Attachment 3** (each period a **"Payment Period"**). The Remodeler shall submit a **"Progress Payment Request"** for each Payment Period ending on the final day of the Payment Period, which shall include a description of the completed portion of the Work and the payment amount for the portion of the Work subject to the request. The Owner shall make or authorize payment to Remodeler for the requested amount within three business days after receipt of the Progress Payment Request.
- C. Lien Waivers.** Remodeler shall furnish a partial lien waiver for Remodeler's work to the Owner in the amount of the progress payment with the Progress Payment Request. Each partial lien waiver from Remodeler shall be limited to the actual amount of payment in good funds, and shall be conditioned upon Owner's payment of the progress payment to Remodeler. Any lien waiver provided by Remodeler to Owner shall automatically be null and void if payment in good funds is not received within three business days.
- D. Final Payment.** The final payment (the **"Final Payment"**) shall be paid at the time of Substantial Completion of the Work except for the agreed to amount retained by Owner until the Final Completion Date. Owner may retain five percent (5%) of the Contract Price from the Final Payment, which amount shall be paid to Remodeler on the Final Completion Date.



8. ESCROW AGREEMENT (CLEARLY MARK BOX IF APPLICABLE)

- [] The parties agree that the total Contract Price, less the aforementioned Initial Payment (when paid), shall be deposited with or available to the escrow agent or title company (the ***"Escrow Agent"***) acceptable to Owner and Remodeler pursuant to a fully executed escrow agreement (the ***"Escrow Agreement"***). The Escrow Agreement shall name Remodeler as escrow proceeds recipient. Owner shall pay any fees or charges for said escrow and agrees to authorize the disbursement of withdrawals from the escrow as set forth in Paragraph 7. Escrow Agent may be the bank, title company or a third party selected by the bank providing financing.

9. PERMITS / OWNER'S WORK / INSPECTIONS

- A. **Permits.** Remodeler hereby informs Owner that all of the building and/or construction permits that are required for the Work are set forth in Section 2J. Remodeler will not start work under this contract until all required state and local permits have been issued.
- B. **Owner's Work and Materials / Credits.** In the event that Owner will provide labor and materials for the completion of the owner's work set forth on **Attachment 4** (the ***"Owner's Works"***), Owner agrees to perform Owner's Work within a reasonable time after notice from the Remodeler that such work must be performed to allow Remodeler to complete Remodeler's Work. Owner shall complete Owner's Work subject to appropriate inspection by the proper governmental authority. Owner is responsible for ensuring that any party other than Remodeler who performs work and/or supplies material at the Project Site carries the necessary worker compensation insurance to the extent required by law and general liability insurance to cover all operations at the Project Site in the same amount Remodeler is required to carry under **Section 17**. Owner agrees to defend, indemnify and hold Remodeler harmless from any and all claims, demands, actions, liabilities, losses, and damages including, without limitation, actual, reasonable attorneys' fees and costs incurred, to persons or property arising out of or related to any act or omission of Owner or any agent, contractor, or subcontractor of Owner in, on, or about the Project Site, in connection with the performance of Owner's Work or the furnishing of materials for Owner's Work. Owner's Work is excluded from the Warranty provided under this Contract. Any damage to the Work caused by Owner, Owner's agents, Owner's contractors and subcontractors or caused by Owner's Work is excluded from the Warranty. Such damages shall be the sole responsibility of Owner.
- C. **Inspections.** Where midpoint or final inspections are required under state laws or local ordinances, copies of inspection certificates shall be furnished to the Owner when construction is completed and before Final Payment is due or the signing of any completion slip is requested of the Owner.

10. CONTRACT DOCUMENTS

The Contract Documents that are marked in Section 2K are incorporated into and made part of this Contract.

11. CHANGES TO THE WORK (CHANGE ORDERS)

After execution of this Contract, any changes to the Work, Contract Price, and/or time for performance shall be accomplished by the written agreement of Remodeler and Owner pursuant to a change order (each a ***"Change Order"***). Each written Change Order shall be signed by the Remodeler and Owner and shall set forth any change in the Work, adjustments to the Contract Price and/or the adjustment to the Start Date and/or Substantial Completion Date.



12. EVIDENCE OF ABILITY TO PAY

Upon request from Remodeler, Owner shall provide Remodeler assurances and evidence of Owner's ability to pay the Contract Price and/or for any Change Order that increases the Contract Price. If Owner does not provide adequate assurance and evidence of Owner's ability to pay, then Remodeler has the absolute right to terminate this Contract and receive payment for the cost of "burden" labor (wage plus overhead attributable to that labor such as benefits, etc.), materials, subcontractors, equipment, supervision, overhead attributable to the project, all other costs incurred by builder (collectively, "**Remodeler's Costs**") plus Remodeler's profit, which is an additional amount equal to twenty-five percent (25%) of the Remodeler's Cost.

13. SITE CONDITIONS

A. Differing Site Conditions. A "**Differing Site Condition**" is any physical condition at the Project Site that is materially different from those implied in the description of Work and/or the Plans and Specifications or those normally encountered in the construction of this type of project. Differing Site Conditions may include, without limitation, prior actual construction that varies from available plans, abnormal soil conditions, undocumented or incorrectly documented sewer or water laterals, the need to remove and transport excess fill, the need for water pumping, etc.

If Remodeler encounters a Differing Site Condition, Remodeler shall provide notice to Owner as soon as reasonably possible. Remodeler will not disturb the Differing Site Condition prior to notification and direction from Owner except as necessary to protect the safety of persons, the Project Site and the Work. Any changes to the Contract Price and the Substantial Completion Date as a result of the Differing Site Condition shall be documented by a written Change Order.

If a Differing Site Condition is encountered by Remodeler when performing the Work, then the Contract Price and the Substantial Completion Date shall be adjusted as follows: (i) the Contract Price shall be adjusted to include the additional costs incurred by Remodeler plus an additional amount of twenty-five percent (25%) of the additional costs; and (ii) the Substantial Completion Date shall be extended a reasonable number of days necessary to complete the Work as a result of the Differing Site Condition.

B. Environmental Site Condition. Remodeler is not responsible for environmental conditions at the Project Site, including without limitation, water quality, storm water and wetland issues affecting the site, contaminated soils, radon, existing lead paint, asbestos, molds, or any other unknown environmental hazards. Owner represents and warrants the site is not in a floodplain or floodway, and that any storm water runoff from the Project Site after construction will not adversely affect any other property owner. Owner shall indemnify, defend and hold harmless the Remodeler against any claims or damages, including without limitation, reasonable, actual attorneys' fees that are based on or result from any environmental site condition set forth under this Section to the fullest extent permitted by law.

C. Weather Conditions. Any abnormal, adverse weather that affects Remodeler's ability to complete the Work shall be treated in the same manner as a Differing Site Condition. In the event that Remodeler must take immediate action to preserve the Project Site as a result of adverse weather and Remodeler is unable to notify Owner, Owner shall be responsible for all costs incurred by Remodeler.

D. Compliance With Local Restrictions and Zoning. Owner represents that the Work described herein at the Project Site complies with all applicable zoning and use regulations, and Owner shall hold



the Remodeler harmless from any and all claims, demands, actions, liabilities, losses, and damages arising out of or related to such regulations. If a survey is necessary to determine any set back lines, or other zoning matter, then the Owner shall provide an acceptable survey at Owner's cost.

- E. Interior Conditions. WARNING:** Energy efficiency is achieved by construction methods which reduce air infiltration and air circulation. Such reduction in air infiltration and air circulation may increase the concentration of radon or other chemical compounds and may result in a concentration of water vapor from cooking, showering, etc., which, in excessive levels, can cause mold and property damage to household furnishings, personal possessions, and building materials. Owner hereby agrees to take and is responsible for all necessary actions to minimize the adverse effects of energy efficiency by proper utilization and maintenance of ventilation fans and/or other ventilation devices and to take normal care and maintenance to ensure proper ventilation. OWNER HEREBY ACKNOWLEDGES THAT OWNER HAS BEEN INFORMED OF SUCH HEALTH RISKS AND OWNER IS RESPONSIBLE FOR ALL RISKS OF DAMAGE OR INJURY WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH OWNER'S FAILURE TO UTILIZE AND MAINTAIN THE PROPER INTERIOR CONDITIONS TO PREVENT SUCH RISKS AND DAMAGE.

14. LIMITED WARRANTY

- A. Warranty.** Contractor warrants that the Work shall be free from Construction Defects for a period of one (1) year from the Substantial Completion Date subject to the limitations set forth below (the "**Warranty**").
- B. Construction Defects.** A "**Construction Defect**" means a deficiency or omission in the completion of the Work that results from defective materials, a violation of applicable building codes or a failure to follow the current adopted standards set forth in the most current version of the Construction Industry Quality Standards of the Wisconsin Builders Association.
- C. Notice and Repair/Replacement of Construction Defect.** For a Construction Defect to be covered by this Warranty, Owner shall give written notice of the Construction Defect (the "**Notice**") to Remodeler prior to the date of expiration of this Warranty. Upon receipt of the Notice from Owner, the Remodeler shall either replace or repair the Construction Defect, at Remodeler's sole discretion, within 21 days after receipt of the Notice unless such repair or replacement cannot be completed within that time period. In those cases where Remodeler cannot complete the repair or replacement of the warranted work within 21 days, Remodeler shall complete such repair or replacement in a reasonably prompt manner. Any Construction Defect, latent or otherwise, for which Notice is not provided prior to the expiration of this Warranty, shall not be covered by this Warranty. If Owner does not give Remodeler Notice of the Construction Defect and the opportunity to either repair or replace the Construction Defect, at Remodeler's sole discretion, then the Remodeler shall not be liable for the Construction Defect.
- D. Other Warranties.** Remodeler hereby assigns to Owner any and all manufacturers' warranties pertaining to any fixtures, appliances and equipment and other products covered by a manufacturer's warranty that are part of the Work (collectively, the "**Warranted Products**"). In the event Remodeler repairs, replaces or pays the cost of repairing or replacing any defect covered by this Warranty which is covered by other insurance or other warranties, then Owner shall assign the proceeds of such insurance or warranties to Remodeler to the extent of the cost to the Remodeler



for such repair or replacement, or the extent of the payment. ***Remodeler shall provide any manufacturer's product warranty to Owner at the time the product is installed.***

- E. Exclusions.** Remodeler shall not be obligated to replace or repair any Construction Defect or pay for the replacement or repair of any Construction Defect caused, in whole or in part by: (i) Owner's improper or insufficient maintenance of the Work or improper or insufficient maintenance or operation of any of the installed systems; (ii) natural occurrences beyond Remodeler's control; (iii) defects in materials supplied by anyone other than the Remodeler or agents acting on the Remodeler's behalf; (iv) any work performed by Owner or Owner's contractors, subcontractor's or agents; (v) normal wear and tear and normal usage; and (vi) materials, products or systems covered by other warranties such as manufacturers' warranties. Remodeler's Warranty is not assignable or transferable to any subsequent owner of the Project without the Remodeler's prior written consent.
- F. Claims Relating to Construction Defects.** To the extent allowed by law, this Warranty shall be the exclusive remedy for all claims relating to Construction Defects.

15. NOTICE OF LIEN

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.

16. SIGNAGE / ADVERTISING

The Owner agrees to allow Remodeler to install reasonable signage at the Project Site to advertise the Remodeler's services and products, and hereby grants to Remodeler the right to use and reproduce photographs and images of the Work performed under this Contract on Remodeler's website, in Remodeler's promotional material and in submissions for trade awards.

17. INSURANCE

- A. Remodeler's Policy.** Prior to commencing the Work under this Contract, Remodeler shall maintain Commercial General Liability and Worker's Compensation insurance as required by the State of Wisconsin under its Dwelling Contractor Certification. Insurance coverage and certificates shall be provided prior to the commencement of any work.
- B. Owner's Policy.** Prior to the commencement of the Work, Owner shall obtain or maintain liability insurance for the Project Site on which the Work will be done. This coverage can be purchased as a stand



alone general liability policy or, if there is an existing homeowner's policy, may be maintained under Owner's current homeowner's policy for the Project Site and certificates shall be provided to Remodeler prior to the commencement of any work.

In such cases where a very large remodeling project is being considered (for example, the restoration of an entire house), the parties should consider obtaining a builder's risk policy.

18. BREACH

- A. Breach by Remodeler.** In the event that Remodeler breaches the terms of this Contract, Owner shall be entitled to recover Owner's direct damages incurred as a result of Remodeler's default (i.e., the costs incurred by Owner to complete the Work or repair or replace defective work). This section is subject to the terms and conditions of the Warranty set forth under Section 14.
- B. Breach by Owner.** In the event that Owner breaches the terms of this Contract, Remodeler shall be entitled to recover Remodeler's direct damages, including without limitation, Remodeler's actual cost of "burden" labor (wage plus overhead attributable to that labor such as benefits, etc.), materials, subcontractors, equipment, supervision, overhead attributable to the project, all other costs incurred by builder plus Remodeler's lost profit incurred as a result of Owner's breach. This section is subject to the terms and conditions of the Warranty set forth under Section 14.

To the extent allowed by law, neither Remodeler nor Owner shall be responsible to each other for any consequential or incidental damages incurred as a result of a breach of this Contract.

All sums due and owing more than fifteen (15) days from the due date shall bear interest at an annual rate of twelve percent (12%). Remodeler shall have the right to collect amounts due hereunder pursuant to all remedies available by law. To the extent allowed by law, Owner shall pay all reasonable costs and expenses of collection, including without limitation, reasonable, actual attorneys' fees and other legal expenses, incurred by the Remodeler in the enforcement of this Contract.

19. ATTORNEY FEES

In the event that arbitration or litigation is commenced by either Party to this Contract, the non-prevailing Party shall reimburse the prevailing party for any and all costs, including without limitation, reasonable, actual attorneys' fees and disbursements. For purposes of this section, the term "prevailing party" means a party who succeeds on any significant issue which provides a significant benefit to that Party in such arbitration or litigation.

20. SIGNATURES

The signature of either Owner (if more than one is listed in Section 1) subsequent to the signing of this Contract shall be sufficient for all purposes under the Contract, including without limitation Change Orders, if any.

21. COPYRIGHT NOTICE

Owner represents and warrants to Remodeler that any plans, specifications, drawings and/or blue-prints submitted to Remodeler by Owner for use in constructing the Work that is the subject of this



Contract are either owned by the Owner or have been properly obtained by the Owner for use by the Remodeler. Owner agrees to indemnify, defend and hold harmless the Remodeler against any and all claims, debts, obligations, costs, expenses, including without limitation, reasonable, actual attorneys' fees arising out of or in any way related to any claims relating to said materials or their use, including, but not limited to, copyright infringement, unfair competition and unjust enrichment.

22. SEVERABILITY

If any provision of this Contract is or becomes illegal or unenforceable, the rest of the Contract will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this Contract.

23. CHOICE OF LAW

This Contract shall be interpreted and governed by the laws of the State of Wisconsin.

24. FINAL AGREEMENT

This Contract expresses all agreements between the Parties concerning the subject matter hereof and supersedes all previous agreements, communications or understandings relating thereto, whether oral or written, including proposals, draft plans and specifications, brochures and other informational materials provided by Remodeler.



ATTACHMENT 1

Initials _____

SCOPE OF WORK

The following description of the Work should include a description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the name, make, size, capacity, model and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction materials to be used. Where specific representations are made that certain types of products or materials will be used, or the Owner has specified that certain types of products or materials are to be used, a description of such products or materials shall be clearly set forth.

Any Plans or Specifications relied upon by the Parties may be incorporated into this Contract by specifically describing the plans and/or specifications the Parties wish to include.



ATTACHMENT 2

Initials _____

SCHEDULE OF ALLOWANCES

BY SIGNING THIS ATTACHMENT 2, THE OWNER AGREES TO THE FOLLOWING SCHEDULE OF ALLOWANCES:

Owner:	Owner's Signature:
Project Site:	

ALLOWANCES	AMOUNT



[illegible]

If the cost of any item exceeds the Allowance for such item, Owner will pay to Remodeler as an addition to the Contract Price, the amount by which the actual cost of such item exceeds the stated Allowance.

If the cost of any Allowance item is less than the Allowance for such item, Owner will receive a credit against the Contract Price equal to the amount by which the cost of such item is less than the Allowance.



ATTACHMENT 3

Initials _____

PAYMENT SCHEDULE



WBA Home Remodeling Contract
Copyright © 2010 by the Wisconsin Builders Association®.
All rights reserved.
This document form is solely for use by the members of the Wisconsin Builders Association®.

Initials _____

[illegible]

WBA Home Remodeling Contract
Copyright © 2010 by the Wisconsin Builders Association®.
All rights reserved.
This document form is solely for use by the members of the Wisconsin Builders Association®.

ATTACHMENT 5

Initials _____

SPECIAL CONDITIONS



WBA Home Remodeling Contract
Copyright © 2010 by the Wisconsin Builders Association®.
All rights reserved.
This document form is solely for use by the members of the Wisconsin Builders Association®.

ATTACHMENT 6

Initials _____

LEAD BASED PAINT OR MATERIALS

The Owner acknowledges that the Remodeler has explained to Owner that Wisconsin has adopted Lead-Safe Renovation Rules, DHS 163, effective April 22, 2010, that requires an assessment of the project to determine whether the Remodeler and Owner must consider whether lead based materials have been used or exist in the home in areas where the Remodeler expects to perform work. Lead based materials were used in many homes constructed before 1978. Under Wisconsin's Lead-Safe Renovation Rules, the Remodeler must comply with the Rules if the project involves a residential dwelling (or child occupied facility) built before 1978 and if the Remodeler will be disturbing six square feet or more of paint per interior room, twenty square feet or more of exterior paint; or for any work involving windows. The Owner shall provide the Remodeler with documentation showing when the residential dwelling (or child occupied facility) was built.

For areas of the project where lead based materials are discovered, the Lead-Safe Renovation Rule requires that the Remodeler undertake certain steps to provide for containment of the work area, minimization of dust and cleanup of the area. If such conditions are discovered and are not included in the contract price, the Owner agrees to pay the cost of compliance with the Wisconsin Lead-Safe Renovation Rules. The parties agree that a change order will be entered by the parties that detail the work to be performed and the cost to be charged in order to comply with the Lead-Safe Renovation Rules. If work is performed pursuant to the Lead Safe Renovation Rules, the Remodeler agrees to provide cleaning verification as defined by the rules.

The Owner acknowledges that the Remodeler has not contracted to perform a lead abatement of the premises in question, and shall not be responsible for any past or future paint disturbing activities performed by the home owner or by any third parties. The Remodeler shall not be responsible for any lead removal or premises cleaning of dust and debris from any past or future paint disturbing activities performed by the owner or third parties, nor shall the Remodeler be liable for any damages due to the presence of dust, debris or lead arising out of such owner or third party activities, to include but not be limited to property damage, testing expense, loss of use, business interruption, loss of profits, personal injury, mental anguish, wrongful death, or any consequential and/or punitive damages. The Owner agrees to indemnify and hold the Remodeler harmless from any and all third party claims and expenses, including reasonable attorney's fees and court costs, which result from claims that arise in whole or in part from lead paint disturbing activities performed by the Owner or by any third party.

The Owner hereby acknowledges receipt of the United States Environmental Protection Agency pamphlet entitled "Renovate Right; Important Lead Hazard Information for Families, Child Care Providers and Schools."



ATTACHMENT 7

Initials _____

WISCONSIN'S RIGHT TO CURE LAW

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 obliged to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

Owner acknowledges receipt of the Notice Concerning Construction Defects and the brochure prepared by the Wisconsin Department of Commerce titled "Wisconsin's Framework for Successful Communications Between Consumers and Contractors."

REMINDER: Remodeler must provide brochure "Wisconsin's Framework for Successful Communications Between Consumers and Contractors."



ATTACHMENT 8

Initials _____

CUSTOMER'S RIGHT TO CANCEL

You may cancel this agreement by mailing a written notice to

Remodeler's Company Name:	Address:

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.



WBA Home Remodeling Contract
Copyright © 2010 by the Wisconsin Builders Association®.
All rights reserved.

This document form is solely for use by the members of the Wisconsin Builders Association®.

ATTACHMENT 8

Initials _____

CUSTOMER'S RIGHT TO CANCEL (second copy of Customer's Right to Cancel)

You may cancel this agreement by mailing a written notice to

Remodeler's Company Name:	Address:

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.

