



RAMIREZ RESTORATION LLC.  
2314 W. STATE ST. STE. E | MILWAUKEE, WI 53233

## REMODELING – RESTORATION AGREEMENT ("AGREEMENT")

Between

**RAMIREZ RESTORATION, LLC ("Contractor")**

and

**OWNER(S): David Carlson**

**TELEPHONE: (H) \_\_\_\_\_**

**(W) \_\_\_\_\_**

**HOME/BILLING ADDRESS:**

**PROJECT SITE LOCATION:**

111 N. Hartwell Ave

111 N. Hartwell Ave

Street Address

Street Address

Waukesha, WI

Waukesha, WI

City, State, Zip 53186

City, State, Zip 53186

**WORK DESCRIPTION/SCOPE:** Owner hereby engages Contractor to supply labor and materials at the Project Site for the project(s) checked below and described in the Scope of Work on the attached Exhibit "A" ("Work"), and to complete the Work in accordance with the Contract Documents described on Exhibit "A."

\_\_\_\_\_ chimney sweep \_\_\_\_\_ gutter service and maintenance \_\_ patio/steps (\_\_\_ tile \_\_\_\_\_ stone \_\_\_\_\_ brick)  
\_\_\_\_\_ chimney reline \_\_\_\_\_ chimney clean \_\_\_\_\_ roofing \_\_\_\_\_  
☒ chimney and wall rebuild ☒ chimney and wall tuck point ☒ other crown

**PRICE AND PAYMENT:** Owner shall pay Contractor \$4,416.00 ("Contract Sum") in installments as set forth on the attached Exhibit "A."

**START/FINISH:** Start date shall be on February, 2017, or a start date to be mutually determined, in writing, by Owner and Contractor. Substantial Completion (as defined in the Terms and Conditions) shall occur on or before 4-5 working days thereafter, subject to the Terms and Conditions.

By signing this Agreement, Owner represents and warrants that (i) it has legal authority to execute this Agreement for Work at the Project Site, and (ii) it has reviewed and approved the entire Agreement, including the Terms and Conditions. This Agreement shall become binding on Contractor only after execution by Contractor.

### LIEN NOTICE

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, RAMIREZ RESTORATION, LLC HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED RAMIREZ RESTORATION, LLC ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY CALENDAR DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. RAMIREZ RESTORATION, LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**RAMIREZ RESTORATION, LLC:**  
Building Contractor Registration #: 1114924

\_\_\_\_\_  
Geoff Trudeau, Sales Representative Date

**ACCEPTED BY OWNER(S):**

David B. Carlson 23 Jan 17  
\_\_\_\_\_  
David B. Carlson Date  
Print Name

\_\_\_\_\_  
Date  
Print Name



**TERMS AND CONDITIONS FOR REMODELING – RESTORATION AGREEMENT**

1) **ENTIRE AGREEMENT.** This Agreement and the Contract Documents listed in Exhibit A constitute the entire contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Owner and Contractor, and is not intended for the benefit of any other parties.

2) **PROPOSAL.** Contractor is responsible for, and shall have sole control of the construction methods, sequences, and coordination of the Work, unless expressly stated to the contrary. Any items not listed are not included in the Contract Sum, and shall be the obligation of the Owner.

**IN THE CONTRACT "SUN" AND MATERIALS.** All materials and Work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Owner understands and agrees that because of the natural characteristics of building materials, perfect surface finishes cannot be achieved; wood shrinks, swells and checks; plaster, drywall, masonry, asphalt and concrete crack, peel and pit; efflorescence may appear on brick; roof shingle colors may vary, and the angle of the sun, granule placement, pitch of the roof, and many other variables can have an effect on the appearance of the roof; wood shingles may warp, and existing roof shingles may telegraph through new asphalt shingles; and, in some cases, mold may grow on roof, roof and ridge vents may leak under driving rain and snow conditions. On the other hand, condensation on house may cause leaks; roof shingles applied in cold temperatures do not perform as well as those applied in warm temperatures. The Contractor shall be responsible for the proper installation of materials delivered to the Project Site and/or materials not physically attached to the structure after the date of the "SUN" registration of the Work contemplated by this Agreement shall remain the property of Contractor.

4) **ACCESS TO WORK AND SITE RESPONSIBILITY.** Owner shall provide electric power, water, and telephone for use by Contractor and its subcontractors/employees. Storage of materials and storage of Contractor's equipment shall also be provided by Owner. All utility connections and service charges, if any, shall be paid by the Owner. Furthermore, Owner agrees to maintain access for Contractor to the Project Site, to keep 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 shall be solely responsible for all risk, shall hold Contractor harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Contractor, its agents, and employees. Owner agrees to remove/protect any personal property at or near the Project Site. Contractor shall take reasonable efforts to avoid damage to existing property and in such event shall not be responsible for damage to Owner's property, including without limitation 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 at the Project Site. The Owner shall 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 less of time or additional work for Contractor, then the Owner shall 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 third parties, whether occurring before or after commencement or completion of the Work.

5) **GENERAL LIABILITY INSURANCE.** Contractor shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Owner shall maintain homeowners' insurance covering all physical loss, expressly including, but not limited to, coverage for multiple perils, collapse, fire, weather damage, theft, vandalism and malicious mischief, naming Contractor as additional insured. Owner assumes risk of loss during the performance of the acts of Contractor, its subcontractors, or employees.

9) **ENVIRONMENTAL HAZARDS.** Contractor is not responsible for any environmental hazards. Owner acknowledges that hazardous materials may be released by Contractor during the normal course of Contractor's work. Such hazardous materials may include, without limitation, dust, chimney soot, creosote, and other particulate that may or may not become airborne. Owner expressly acknowledges ownership of any waste generated at the work site, whether or not such waste contains hazardous materials. Except to the extent of Contractor's negligent acts or omissions, Owner shall be solely responsible for all risk, shall indemnify and hold Contractor harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials at the Project Site. As required by the Lead-Based Paint Renovation Rule implementing Section 406(b) of the Toxic Substances Control Act, Contractor shall furnish Owner with a copy of the United States Environmental Protection Agency's handbook entitled "Protect Your Family From Lead In Your Home," prior to the commencement of the Work affecting surfaces containing lead hazards, and Owner shall acknowledge receipt of the handbook by signing the attached form entitled "Written Acknowledgment of Receipt of Pamphlet." Furnishing the handbook and acknowledgment of receipt by Owner includes the obligation of Contractor to provide information with regard to the hazards of lead-based paint and materials.

7) **SITE CONDITIONS.** Contractor shall not be responsible for additional costs due to the existence of latent, unknown, or hidden conditions that are not disclosed in writing to Contractor. The raising, disconnection, reconnection, or relocation of any mechanical equipment that may be necessary to perform the Work shall be performed by others or treated as an extra.

**WARNING. (A)** Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi or bacteria ("Microorganisms"), occur naturally in the environment and may be present, during or after construction, in the indoor air and/or the interior surfaces of the Project Site including, without limitation to, wall cavities, attics, windows, basements, and/or on the exterior surfaces of the Project Site, or any part thereof. Concentration of moisture in the Project Site may result from cooking, showering, or similar activities inside the Project Site, the outside atmosphere, and/or the design, construction means and methods, and/or the building materials used in the construction of the Project Site. This moisture may cause the growth, release, discharge, dispersal, or presence of Microorganisms which, at certain levels, can cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems, and/or allergic reactions. Likewise, concentration of radon, released from soil or chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, or building materials, may, at certain levels, create health hazards and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems, and allergic reactions. Because Microorganisms and radon occur naturally in the environment, Contractor cannot eliminate the possibility that these substances may be present or that Microorganisms may grow in, on, or about the Project Site. Owner may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification, or ventilation equipment, interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking. OWNER ACKNOWLEDGES THAT OWNER HAS BEEN INFORMED OF SUCH EFFECTS AND OWNER ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, OR DESTRUCTION OF OR INJURY TO PROPERTY THAT MAY ARISE AS A RESULT OF OR IN ANY WAY CONNECTED WITH THE INDOOR AIR QUALITY OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICALS IN, ON, OR ABOUT THE PROJECT SITE.

(B) NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN ANY AGREEMENT, OWNER FULLY, FINALLY, AND FOREVER RELEASES AND DISCHARGES, AND FURTHER AGREES TO INDEMNIFY AND DEFEND, CONTRACTOR, ITS SUCCESSORS AND ASSIGNS OR OTHER INDEMNIFIED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND EXPERT FEES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT OWNER OR ANY OCCUPANT OF THE PROJECT SITE HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY (THE "CLAIM") THAT ARE ATTRIBUTABLE TO (i) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS, OR (ii) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL PROPERTY, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF ANY MICROORGANISMS, RADON, OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM, IN THE INDOOR AIR, ON THE INTERIOR SURFACES OF THE PROJECT SITE INCLUDING, WITHOUT LIMITATION TO, WALL CAVITIES, THE ATTIC, WINDOWS, AND THE BASEMENT, OR ON THE EXTERIOR SURFACES OF THE BUILDING, OR ON ANY PART THEREOF, INCLUDING ANY CLAIM THAT IS OR MAY HAVE BEEN CAUSED BY THE NEGLIGENCE ACT OR OMISSION OF ANY INDEMNIFIED PARTY. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION MEANS AND METHODS WITH REGARD TO INDOOR AIR QUALITY OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICALS INCLUDING, WITHOUT LIMITATION TO, ANY CHEMICAL OR TOXIN SECRETED THEREFROM IN, ON, OR ABOUT THE BUILDING. THIS EXCLUSION DOES NOT, HOWEVER, APPLY TO INTENTIONAL ACTS OF MISCONDUCT BY ANY INDEMNIFIED PARTY.

(C) If visible mold is discovered while completing the Work, any remediation cost will be billed to the Owner as an extra through a written Change Order.

9) UNKNOWN, BURIED OBSTRUCTION AND SITE CONDITIONS. Contractor shall be responsible for contacting Diggers Hotline prior to the start of any job to identify underground public utilities. The Owner, however, shall, prior to the start of any and all Work, clearly mark all property boundaries and known underground utilities, obstructions, tanks, etc. If during the course of the Work any unmarked or underground objects are damaged and cause any additional damage, the Owner agrees to indemnify and hold harmless Contractor, its officers, agents, partners, employees, and consultants from any and all claims, suits, demands, liability, losses, or costs, including reasonable

attorneys' fees and defense costs resulting or occurring to any and from all persons, firms, or other legal entities arising out of or in any way connected with the damage to any concealed or unmarked underground object, including damage to the property above or adjacent to the Project Site, where the liability arises under breach of contract, warranty or tort action, including negligence, strict liability and statutory liability or any other cause of action. Contractor shall not be responsible for any damages to or for additional work required for any buildings or objects which are adjacent to the Work performed by Contractor. Any additional work relating to such conditions shall be performed by Contractor at customary time and material rates, unless such conditions are explicitly referred to in the proposal. Contractor does not guaranty against the settling of uncompacted fill around the foundation, utility laterals, or other excavated areas not contracted for.

10. **PAYMENT.** Owner shall timely make all payments required by the Agreement pursuant to the Payment Schedule set forth in Exhibit A. Time is of the essence as to all terms of payment. Owner agrees that, in addition to other remedies available to Contractor, if payment is not timely made, Contractor shall be entitled to a service charge of 1.5% per month on all past due amounts, plus all costs of collection including reasonable attorneys' fees. Contractor shall furnish lien waivers to Owner at the time each progress payment and final payment is made to Contractor for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. Final payment shall constitute a waiver of all claims by Owner except those arising from liens or the warranty included in the Agreement.

11) **JOB SIGN.** Owner agrees to allow Contractor to display a construction sign at the Project Site.

11) CHANGES. No changes, additions, alterations, deviations, or extras to the Scope of Work shall be made without a written Change Order signed by the Owner and Contractor, specifying the additional labor and materials to be furnished by the Contractor, the amount to be paid by Owner and the change, if any, in the time of performance, except that Owner's signature shall not be required for 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 signed the Agreement. Any Owner-requested changes shall be billed at actual cost and expenses, plus a 20% fee. At Contractor's option, after 5 owner-initiated change orders, Contractor may charge a fee of \$150 administrative fee per change order. Contractor is entitled to a Change Order if required to perform work not included in Paragraph 14. Work after identification of any environmental hazards, or as a result of any delays by the Owner, shall be paid for in Paragraph 14. All Change Orders shall be incorporated as part of the Agreement. The Owner agrees to pay for all changes in advance of each change being made. Owner's signature will extend the time of performance.

13) **WORK STOPPAGE.** Should Work be stopped by any public authority or the Owner for more than thirty calendar 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 profit under the Agreement. Owner's failure to sign Change Orders or Owner's refusal to make progress payments, or any other cause beyond Contractor's sole control, shall also be cause for Work stoppage by Contractor.

(14) **DELAY.** We shall be completed within the number of working days stated in the Agreement, unless delay occurs due to Work stoppage as described in Paragraph 13 above, adverse weather conditions, labor disputes, changes by Owner or government authorities, unavailability of materials or supplies, unavoidable casualties, hidden or anticipated or unforeseen conditions, accidents, environmental hazards, or other causes beyond Contractor's control. Contractor shall have no obligation to make decisions or payments as required by the Agreement, or any other cause which may terminate the Agreement if the cause of the delay cannot be extended the time of performance, or, at Contractor's option, to terminate the Agreement if the cause of the delay cannot be resolved within thirty calendar days. In the event of termination of the Agreement, Contractor shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Contractor will give notice to Owner of delay immediately after the occurrence of Cost of the Work necessitated by the delay.

15) **DISPUTES.** These Terms and Conditions shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the Project hereunder may, at Contractor's option, be venued in Milwaukee County Circuit Court, Wisconsin. Contractor may also, at Contractor's sole discretion, elect arbitration preceded by mediation in place of civil litigation, without regard to whether litigation has been commenced by Owner. If an arbitrator cannot be agreed upon, Contractor can petition Circuit Court for same.

16. **WARRANTY.** As the exclusive warranty under the Agreement, and conditioned upon Contractor's receipt of final payment, Contractor's Work shall be warranted under the following provisions: Contractor warrants for a period of one year from the date of installation of equipment and from the date of Substantial Completion for all other Work and materials for the Work to be free from defects. This warranty shall extend to the Owner alone and automatically terminates upon Owner selling or vacating the Project Site. Contractor specifically excludes from warranty coverage and accepts no responsibility for: (A) defects in appliances and equipment covered by manufacturers' warranties; (B) damage from ordinary wear and tear, or Owner's lack of proper maintenance; (C) items not installed by Contractor or its subcontractors or provided by their material suppliers; (D) damages caused by weather conditions; and (E) conditions resulting from expansion or contraction of materials. Contractor shall have no obligation to perform warranty work unless and until final payment in full is received by Contractor pursuant to the terms of the Agreement. There are no other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose or habitability. Contractor is not liable for incidental or consequential damages of any sort. The Owner's sole remedy against Contractor for the Work performed under the Agreement and any damages arising out of it shall be limited to the warranty set forth above.

17) **NOTICE OF CONSTRUCTION DEFECTS AND RIGHT TO CURE.** Contractor and Owner agree to comply with Wisconsin Statutes section 89.07 with regard to the requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute. Owner acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Owner at the time the Agreement is signed. Notwithstanding anything to the contrary in the Agreement, Contractor shall not be obliged to replace or repair any Defect, as defined below, or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (A) Owner's improper or insufficient maintenance of the Project Site or improper or insufficient maintenance or operation of any of the Project Site's systems; (B) natural occurrences beyond Contractor's control; (C) an act or omission of Owner or any third parties not under Contractor's control, including, but not limited to, Work performed by the Owner or by Owner's subcontractors; or (D) normal wear and tear and normal usage. In the event of an alleged construction or design defect arising out of or relating to the Agreement, including, but not limited to, breach of warranty, incomplete Work, or any other condition of the Project Site (a "Defect"), Owner shall notify Contractor through written notice of any such Defect, regardless of the cause or source, promptly upon Owner's discovery of the Defect. Owner shall thereafter provide Contractor with reasonable access during normal working hours to the Project Site for the purpose of investigating, testing, and examining the Defect. If the Defect is covered by Contractor's warranty, then Contractor shall be given reasonable access to the Project Site and a reasonable amount of time to, at Contractor's sole option, replace or repair the Defect. The replacement or repair of the Defect shall be Owner's sole and exclusive remedy for a Defect. Owner shall not be entitled to any monetary damages arising out of or relating to a Defect.

(b) **CANCELLATION OF AGREEMENT.** The Agreement may be canceled unilaterally by the Owner by notifying Contractor in writing within three calendar days after signing the Agreement. In the event of cancellation of the Agreement by the Owner thereafter, Contractor shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred through that date plus Contractor's anticipated profit under the Agreement. Contractor may unilaterally terminate this Agreement at any time for any reason, including, without limitation, Owner's failure to timely pay and Owner's failure to timely make decisions relative to the Work. Owner shall remain obligated to pay Contractor for the value of all Work completed and materials ordered as of the date of termination, plus Contractor's anticipated profit under the Agreement.

19) **CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (A) the Agreement, (B) these Terms and Conditions, and (C) other documents comprising the Contract Documents.

20) SIGNATURES. The signature of either Owner (if more than one) subsequent to the signing of the Agreement shall be sufficient for all purposes under the Agreement, including Change Orders, if any.

21) **NO STRICT CONSTRUCTION.** The language used in the Agreement shall be deemed to be language

22) **SEVERABILITY.** Should any provision of the Agreement be or become invalid, void, illegal, or unenforceable, it shall be considered separate and severable from the Agreement, and the remaining provisions shall remain in full force and be binding upon the parties as though such invalid, void, illegal, or unenforceable provision had not been included.

23) OWNERSHIP OF PLANS. All plans and specifications and copies thereof prepared by the Contractor shall remain the property of Contractor.

24) **SUBSTANTIAL COMPLETION.** Construction of the Project Site shall be deemed to have reached "Substantial Completion" on the earlier of (i) the date when the Work is sufficiently complete in accordance with its intended purpose, or (ii) the date the occupancy permit or other approval, if any, is issued by the appropriate government authority. Substantial Completion is dependant upon Owner making timely selection of materials. Failure to make selections in a timely manner may result in a delay and an extension of the deadline for achieving Substantial Completion.



# WRITTEN ACKNOWLEDGMENT OF RECEIPT OF PAMPHLET

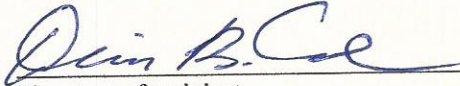
I have received a copy of the pamphlet, *Protect Your Family From Lead In Your Home*, from Ramirez Restoration, LLC informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

David B. Carlson

Printed name of recipient

23 Jan 17

Date



Signature of recipient

## EXHIBIT "A"

### SCOPE OF WORK

Tear down & rebuild chimney using a similar brick. Replace existing crown with a prefabricated concrete crown. Remove existing flashing system & replace with a new metal flashing system, weaving into shingles/roofing where needed. Grind/chisel-out & tuck-point failed mortar joints around exterior of home at areas outlined in inspection report.

### CONTRACT DOCUMENTS

The Contract Documents consist of the Remodeling-Restoration Agreement, any Exhibits attached to the Agreement, Terms and Conditions, Right of Rescission, drawings, specifications, written amendments to the Agreement signed by both parties, written change orders signed by both parties, and all other documents listed below, if any:

### PAYMENT SCHEDULE

Owner and Contractor agree that Contractor shall invoice Owner for Work completed and materials installed and/or delivered as follows:

1.     \$2,208.00 by Start Date;
2.     \$2,208.00 by Completion;
3.     \$\_\_\_\_\_ by \_\_\_\_\_;
4.     \$\_\_\_\_\_ by \_\_\_\_\_;
5.     \$\_\_\_\_\_ by \_\_\_\_\_;
6.     \$\_\_\_\_\_ by \_\_\_\_\_;

Owner shall make payment within five (5) business days of delivery of the invoice.

## OWNER'S RIGHT OF RESCISSION

You, the Owner, may cancel this transaction at any time prior to midnight of the third (3rd) business day after the date of this transaction. Cancellation must be in writing.

Owner, please sign one of the four (4) copies of this notice given to you and return to the Contractor. This acknowledges that you have received at least three (3) copies of this Owner's Right of Rescission. The Owner's Right of Rescission is also stated in the Terms and Conditions of the Remodeling Construction Agreement.

Date: 23 Jan 2017

David B. Calm  
Owner

\_\_\_\_\_  
Owner

Address: 111 N Hartwell Ave.  
Waukesha, WI 53186

This Notice provided by Ramirez Restoration, LLC, 2314 W. State St. Ste. E, Milwaukee, Wisconsin 53233.