



# Mighty Dog Roofing 139 - Milwaukee Metro

W220N1500 Springdale Rd Waukesha, WI 53186 (262) 404-9107 Phone: (262) 404-9107

Company Representative Darrell Kotarski Phone: (414) 334-7173

DKotarski@mightydogroofing.com

Nate Kolpin 114 South East Avenue Waukesha, WI 53186 (414) 405-5986 Job: Nate Kolpin

#### **Gutters Section**

Mighty Dog Roofing is hereby pleased to submit an estimate and specifications for:

Removal and disposal of old gutters Removal and disposal of old downspouts Installation of new 5" seamless gutters Installation of 3x4 downspouts Removal of all debris from job site

Customer is responsible for any costs associated with rotted wood, facia, soffit or any other findings not associated with this original gutters estimate

Contractor #-022200125

## **Repair Section**

Mighty Dog Roofing is hereby pleased to provide an estimate for the following:

Roofing repairs, including:

Removal and replacement of chimney flashing.

Removal and replacement of any shingles that become damaged and/or compromised during the removal of the chimney flashing. Install new ice and water shield/barrier or underlayment around base/flashings of chimney. Removal of all debris from job site.

Mighty Dog Roofing is making a good faith effort, based on evidence available, to repair to the best of our ability the potential source of leaks. Mighty Dog Roofing warrants the repairs of the roof and its workmanship/labor as outlined in this estimate for a period of five (5) years but cannot and does not guarantee or warrant that such repairs will stop all leakage and/or further damage.

Any rotten wood/decking encountered during the repairs will be replaced at homeowner(s) expense. Decking will be replaced at a cost of \$100 per 4x8 sheet. Rotten framing will be replaced on a time and materials basis.

Color Matching Disclaimer: due to weather fading, granule loss, discontinuation of shingle colors by manufacturers, and other factors, Mighty Dog Roofing will make a good faith effort to color match the existing shingles with replacement shingles but cannot guarantee a perfect color match.

TOTAL \$8,014.67

#### TERMS AND CONDITIONS

1. Mighty Dog Roofing's work. Mighty Dog Roofing will furnish all labor, supervision, materials, tools, subcontractors, and equipment necessary for completion of the work. Mighty Dog Roofing will have complete control over the means, methods, technique, sequences, and schedule of performance of the work. Mighty Dog Roofing may employ consultants, subcontractors, and suppliers, in its discretion, to perform the work, in whole or in part. Elements not identified to the scope of work or otherwise specified as included in the work, are not included in the work and any changes to the work requested by owner will result in an extra charge to owner and may delay completion of the work. If owner requests or orders Mighty Dog Roofing to perform, or Mighty Dog Roofing is otherwise required to perform any changes, additions, deletions, or extras to the work ("changes"), owner will be responsible for any increase in the contract price and contract time. Written change orders may be prepared by Mighty Dog Roofing at intervals throughout the project, and provided to owner for approval.

- 2. Supervision. Mighty Dog Roofing is responsible for direction and supervision of all persons performing work, including subcontractors and suppliers. Owner may not issue any instructions, negotiate for additional services or otherwise interfere with any persons performing work at the project, except upon the written permission of Mighty Dog Roofing.
- 3. Access to work. Owner agrees to provide proper access for performance of the work including any necessary access through neighboring properties, and to keep the work area free from obstructions (including children and pets) and conflicting work. Owner acknowledges that several thousand pounds of debris will be removed from the roof, and this debris may cause damage or kill plants, for which Mighty Dog Roofing is not responsible. Covering of plants may be necessary for performance of the work, and owner acknowledges such covering may cause damage or kill plants, for which Mighty Dog Roofing is not responsible.
- 4. Hazardous materials. Mighty Dog Roofing is not responsible for lead based paint material hazards or lead based paint or materials remediation or abatement. Unless expressly identified as included in the work description, Mighty Dog Roofing is not responsible for conditions or materials encountered at the project address that are identified as hazardous under federal, state, or local law or regulation, or are otherwise subject to regulatory requirements governing Mighty Dog Roofing handling, disposal or clean up. Owner is responsible for all risks and shall bear the cost of removal, correction or abatement of such hazardous materials or conditions.
- 5. Delay. Mighty Dog Roofing shall be entitled to extension of the contract time and increase the contract price for any delay caused by owner or beyond Mighty Dog Roofing's reasonable control including, but not limited to; changes in the work or sequencing of the work by the owner, owners failure to make timely decisions or selections, owners delay in making any payment, adverse or unreasonable weather conditions, concealed or unknown conditions, hazardous materials, excavation collapse, adverse government or approval actions, unavailability of materials, casualties, accidents, environmental or personal hazards, theft or vandalism, strikes, fires, delays by common carrier, subcontractors and materials supplier delays, unavoidable casualties or any other causes beyond the control of Mighty Dog Roofing.
- 6. Termination. Prior to the commencement of work, Mighty Dog Roofing reserves the right to terminate this contract and return any down payment received from owner. You have the right to rescind this contract within 72 hours after signing. After that time, you will be charged a minimum \$500 cancellation fee plus any materials or permits obtained for this project.
- 7. Owner's insurance. Owner agrees to maintain property insurance, including builders risk coverage, for the full value of owner's property, including the value of the work for all physical losses, including basement collapse, fire and wind damage, hail, theft, and vandalism. Owner hereby waives all rights of subrogation against Mighty Dog Roofing and its insurers for losses covered by owners' insurance.
- 8. Mighty Dog Roofing insurance. Mighty Dog Roofing has commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and will maintain workers compensation coverage at limits as required by state law.
- 9. 5 year limited warranty. For a period of five (5) years from the date of substantial Completion, Mighty Dog Roofing agrees to repair, or replace at its option, all work performed under this contract so that it is free from defects in workmanship ("Limited Warranty"). This limited warranty shall be the owners sole remedy for any defects, errors, and omissions under the contract. This limited warranty extends to the owner alone, and automatically terminates upon owner selling or transferring title to the project real estate and/or the work. The contract prices and Mighty Dog Roofing's contractor's fee is set in reliance that this limited warranty is the sole and exclusive remedy provided for all design and construction defects, errors, and omission under this contractor. Owner acknowledges that the following are specifically excluded from this limited warranty and Mighty Dog Roofing accepts no responsibility for:
- a. work for which Mighty Dog Roofing has not received Payment as required under this contract;
- b. materials, equipment, or systems that are specified by manufacturer warranty (if any, and which to the extent possible shall be assigned to owner) and Mighty Dog Roofing does not separately warrant such materials and shall in no way be responsible for the performance of such materials, equipment, or systems;
- c. defects or failures of materials or equipment installed pursuant to manufacturer recommendations and instructions, or otherwise properly installed in the project;
- d. Damage from ordinary wear and tear, scratches, dents, or surface wear occurring after installation;

as an original signature for purpose of execution of this contract, any notice, or any change order.

- e. Alteration or modification to the materials, physical abuse, misuse, ordinary maintenance or damage caused by neglect or owners lack of proper maintenance;
- f. Items not installed by Mighty Dog Roofing, or its subcontractors or Mighty Dog Roofing's work modified by others;
- g. Damages caused by weather conditions and occurrences of nature, including floods, high winds, hail, snow loads, ice or snow build up or movement, and expansion or contraction of materials; and
- h. Special, incidental, or consequential damages of any sort, including loss of use.
- Upon discovery of any items of the work covered by this limited warranty period, Owner shall provide notice to Mighty Dog Roofing in writing of the item(s). Owner expressly waives claim under this limited warranty for which Mighty Dog Roofing does not receive such notice. Upon receipt of notice, Mighty Dog Roofing shall have thirty (30) days to perform an inspection of the item and agrees to thereafter undertake reasonable efforts to commence and continue correction of defective or incomplete work covered by this limited warranty. Owner agrees that Mighty Dog Roofing, at its discretion, may undertake repairs, rather than replacement, where such repair permits the proper functioning of the defective work, regardless of aesthetics of any resulting diminished value. Mighty Dog Roofing will have no obligation to perform any inspection or warranty corrections under this limited warranty unless and until all outstanding amounts due for the work or otherwise under this contract, are received by Mighty Dog Roofing. Mighty Dog Roofing's correction of work shall not extend the five (5) year limited warranty period for those corrected.
- EXCEPT FOR THE LIMITED WARRANTY, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY USE, HABITABILITY, WORKMANSHIP, AND FITNESS FOR PARTICULAR PURPOSE OR ANY STATUTORY WARRANTIES SHALL APPLY TO THE WORK AND THE PROJECT, AND THE OWNER HEREBY WAIVES ANY SUCH WARRANTIES. MIGHTY DOG ROOFING AND OWNER WAIVE ALL CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT.
- 10. Payment. All past due payments shall bear interest at a rate of 1.5% compounded monthly from the date payment is initially due, until paid. Owner shall pay all of Mighty Dog Roofing's costs to collect past due payments owed under this contract or in the successful defense of any claim by owner, including Mighty Dog Roofing's costs, consultants, and attorney's fees. Payment will be made in accordance with the payment specifications set forth within this contract. 50% of payment is due to commence scheduling, 50% due upon substantial completion of the project. In the event that any payment is not made when due, it will incur a finance charge of 1.5%. If payment becomes past due by 60 days, a lien will be filed against the property where work occurred. 11. Entire contract. This contract and any signed change orders, constitute the entire agreement of the parties for the work. No prior negotiations, statements, warranties, arrangements, estimates, or understandings, oral or written, express or implied, will be recognized unless stated in this contract. This contract shall not be amended except in writing executed by both parties. The course of conduct of the parties shall not operate as a subsequent waiver of contract requirements thereafter. This contract shall be governed by Wisconsin law. If any provision of this contract or the application of it to any entity, person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this contract and the application of such provisions to other entities, persons, or circumstances shall not be affected and the remainder shall be enforced to the greatest extent permitted by law. 12. Interpretation. Titles of sections in this contract may not be used to limit Mighty Dog Roofing's interpretation, scope of duties, or obligation. Plural tense shall include the singular and singular shall include the plural tense throughout this contract. This contract shall be binding upon Mighty Dog Roofing and owner, Executors, administrator, successors, trustees and assigns. The parties executing this contract hereby represent they have a legal authority to bind the entity for which they sign. If owner is married, the spouse signing this contract acknowledges that this contract is for a marital purpose obligation. The signature of either owner (if more than one) will be sufficient for all purposes under this contract. A facsimile or scanned signature will be as binding
- 13. Materials. All surplus materials belong to the company, Mighty Dog Roofing. Mighty Dog Roofing has the right to substitute accessories products at the company's discretion. This is often needed to meet warranty requirements or based on product availability.
- 14. LEIN NOTICE. AS REQUIRED BY WISCONSIN CONSTRUCTION LEIN LAW, MIGHTY DOG ROOFING HEREBY NOTIFIED OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'SLAND MAY HAVE LEIN RIGHTS ON OWNERS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LEIN RIGHTS, IN ADDITION TO MIGHTY

DOG ROOFING, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PREFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECIVE 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 MIGHTY DOG ROOFING'S MORTGAGE LENDER, IF ANY. MIGHTY DOG ROOFING AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LEIN CLAIMANTS ARE DULY PAID.

I have read the above Terms of Agreement and I fully understand and agree to all of the condition	ons of the proposal.
Color choice:	
Company Authorized Signature	Date
Customer Signature	Date
Customer Signature	Date



Two Day Painting 1701 Pearl St, Suite 3 Waukesha, WI 53186 262.312.2182 Mike Stuempfig Estimator 262.899.0921 mike.twoday@gmail.com



CONTACT

Nate Kolpin 114 S East Ave Waukesha, WI 53186 Buboapiarius@gmail.com 414.405.5986 JOB ADDRESS

Nate's Address 114 S East Ave Waukesha, WI 53186 QUOTE ID

17185

DATE

Jul 15, 2025

Item

#### **Historic Home Painting**

### **Exterior Project Includes:**

- 1. All horizontal wood siding
- 2. All wood scalloped siding
- 3. All wood soffit and fascia
- 4. All wood door frames
- 5. All wood components of the ramp
- 6. All wood spindles and supports
- 7. All decorative wood gingerbread
- 8. All decorative rosettes
- 9. All wood components of the front porch
- 10. All wood pillars and posts
- 11. All wood storm windows
- 12. All wood fixed windows
- 13. All wood window frames
- 14. All horizontal and vertical trim
- 15. All wood doors

**Excludes: Carpentry**, all inner wood windows protected by the storm windows, gutters, downspouts, stone foundation, detached garage, and all areas not specified above.

Carpentry: Carpentry repair is not included, but is needed. All repair (which includes board removal, replacement, caulking, priming, material acquisition, setup, cleanup and disposal) will be performed at an additional time and materials charge of \$95 per man hour plus materials pending customers approval, as it is not included in the price below. All materials will be marked up 35%.

1. Carpentry areas are identified in the pictures below. Estimated time for repair will depend on our findings after the wash and prep. What I observed could be in the 10 - 15 hour timeframe for the work to be performed. This will be discussed and approved by Nate and Sarah before commencing the work. We cannot provide a hard number at this time.

#### Preparation:

- Use lead precautions (lead test results shown below)
- · Hand clean as needed
- Rough Scrape all loose and peeling paint (no sanding)
- Prime bare wood areas with peel bonding primer. Bare non-wood surfaces will be primed with their appropriate primer.
- Apply Optima Caulk where needed in areas previously caulked where we are painting
- Fill woodpecker and large knot holes with wood putty
- · Remove and reset downspouts
- · Remove and reset storm windows

#### Product and Sheen in included areas above:

- 1. Siding: Sherwin Williams Emerald Rain Refresh Flat 2 coats Color TBD.
- 2. Trim: Sherwin Williams Emerald Rain Refresh Flat 2 coats Color TBD.

- 3. Doors: Sherwin Williams Emerald Urethane Satin 2 coats Color TBD
- 4. Deck and porch floors: Sherwin Williams Semi transparent Deck Stain 1 saturating coat Color TBD

**Scheduling:** We have some gaps in our schedule within the next 3-5 weeks, if booked right away. *Dates may be moved due to weather or other situations, but we will communicate any changes prior.* 

### Other Project Information:

Color consultation requested: Yes

French cut required: Yes

Color scheme: Same/Change (quoted as the current color scheme is, scheme may change after color consult. Trim colors may be added at additional cost, we can discuss these options after the color consultation)

Max ladder size: 32'

Total # of Colors Included: 3 colors (For each additional color, add \$95)

Job Specific Notes: Daily and full cleanup upon completion. We will not be able to get 100% of the paint chips. Price includes all labor, paint, and materials, unless specified otherwise in this proposal. All prices above reflect discount. Scraping will not result in a smooth finish. There will be unevenness where paint was removed.

- 1. No payment will be due until this work is approved by the historic commission.
- 2. The entire agreement is conditional on historic commission approval.

\*Color coverage not guaranteed. Not all jobs will be completed in two days. Upon approval, any additional work performed will be an additional charge. Any materials for T/M items will have a 35% markup.\*

Sub Total	\$27,673.00
Flexible schedule 20% discount (20%)	-\$5,535.00
Total	\$22,138.00

- 25% Deposit due upon approval by the Historical Society Of Waukesha, remainder due upon completion
- Payable via Check, Cash, ACH Bank transfer, Financing, or Credit Cards
- Credit/Debit Cards will incur a 3% surcharge, to help cover our 3.4% processing fee

# Media

## **Historic Home Painting**





This painting contract is between the Customer (Owner) and Two Day Painting (Contractor). By signing this agreement, Owner represents and warrants that Owner has legal authority to execute this agreement, and owner has reviewed and approved each of the terms below.

<u>Payment:</u> Unless otherwise specified in the proposal, a 25% Deposit due upon signing; remainder due upon completion. Contractor is entitled to a service charge of 2% per month on all past due amounts accruing (3) days after completion, plus all costs of collections. A surcharge of \$30 will be charged on all returned payments. Final Payment shall constitute acceptance and approval of all work. Two Day Painting may contact customer via mail, email, and text message for all reasons including collections or otherwise.

<u>Work and Materials:</u> Contractor shall retain sole authority over the management, methods, sequencing, and coordination of the work including the use of qualified subcontractors. The use of subcontractors does not relieve Two Day Painting of its obligations under this agreement. Materials may have normal industry tolerances for color, variation, finish, texture, and performance standards. Excess unused materials shall remain the property of the contractor.

Preparation Expectations: Upon our discretion, power washing may be substituted with hand-cleaning when appropriate, especially in areas where pressurized washing is not necessary or could cause damage or is hard to reach. Scraping of loose or peeling paint is expected to result in uneven layering and rough texture. Sanding is not included unless otherwise specified. Prep is limited to "level 1" efforts unless otherwise specified. Spot priming of bare wood is commonly performed using stain. Caulking is limited to areas where caulk is currently existent and failing, and it is the sole discretion of Two Day Painting to determine what is failing and what requires caulking. Small cracks/splits in caulk is normal and does not signify failure. Caulk that remains intact or has small cracks will not be removed. Unless specifically noted in this agreement we will not fully strip existing finishes, sand surfaces, clean glass surfaces, remove vines, fill nail holes, caulk between siding boards, or fully remove and re-caulk areas where caulk is mostly intact. Puttying, patching, and carpentry repairs will not match the exact texture or appearance of the surrounding surfaces.

**NOTICE OF OWNER'S RIGHT OF RESCISSION:** The owner may unilaterally cancel this contract at any time prior to midnight of the third (3rd) business day after the date of this contract signing. Cancellation must be in writing. Customers who exercise their right of rescission and cancel the contract within the permitted timeframe will receive a refund of their deposit. However, if the deposit was paid via credit or debit card, a processing fee of up to 3.5% will be deducted from the refunded amount. This fee reflects the non-refundable transaction costs incurred at the time of original payment processing. Deposits are non-refundable after 3 business days of contract signing.

Access to Jobsite; Jobsite Responsibility: Owner shall provide electric power and water to the Contractor. Owner agrees to maintain access for Contractor at the Jobsite, to keep the Jobsite free from obstructions and conflicting work, trim all plants and vegetation a minimum of 12 inches away from the house, and to obtain permission for Contractor to gain access through adjacent property, if required by Contractor to do so. 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. Contractor is not responsible for the safety of any person or pet on the job site, other than it's workers.

Owner's Personal Property: Owner agrees to remove/protect/secure any personal property (including any pets) at or near the Jobsite. If Owner asks Contractor to move personal property or fixtures, Owner agrees to hold Contractor harmless for any damage caused to or by the personal property or fixtures during relocation. Owner also agrees that Contractor shall not be held liable for any minor damage to the Owner's landscaping or building, including damage resulting from the relocation of large appliances and furniture. 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, whether caused in whole or in part by Contractor, its employees or subcontractors, or their suppliers in the performance of Work at the Jobsite.

<u>Marketing:</u> Owner agrees to allow Contractor to display a company sign at the job site, take photos and videos of the jobsite to use for marketing purposes, and to communicate via email and text for future correspondence and offerings.

<u>Changes:</u> Contractor or the Owner may request changes in the Work, which may impact the Contract Price or Contract Schedule. All such changes will be in a written Change Order to be signed by both Parties prior to the commencement of any new work. The Parties agree that Change Orders may be documented via email correspondences and approved by the Parties electronically. For changes in the Work, the Parties shall negotiate an adjustment to the Contract Price and/or the Contract Schedule in good faith and as expeditiously as possible. Where Contractor seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to Contractor's request for information within three (3) calendar days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

<u>Insurance Coverage:</u> For the duration of the project, Two Day Painting will hold bonding and insurance coverage, including workers compensation insurance. A copy of this policy is available to you within the presentation portion of this paintscout proposal.

<u>Work Stoppage:</u> Should work be stopped by Owner for more than (7) calendar days, contractor may terminate this agreement and collect the value of all work completed and materials ordered as of the date the work is stopped, plus Contractor's anticipated profit. If the project is exterior related and can not be completed before the winter, Owner must make a partial payment based on the percentage of the work performed, at the Contractor's discretion.

<u>Delay:</u> Work shall be completed in accordance to the agreed upon schedule, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by owner, work performed by owner or other hired contractors, supply shortages, casualties or accidents, Owner's failure to make any partial payments if required, or any other cause beyond Contractor's control. Any such delay shall extend the time to complete the project by a reasonable amount, or at Contractor's option, terminate this agreement if the cause of the delay cannot be resolved within (7) days.

<u>Termination of Agreement:</u> In the event of cancellation of this agreement by the owner after 3 business days of contract signing, the contractor shall receive compensation from the owner for all costs of labor and materials, and all other expenses incurred to that date plus contractors anticipated profit under this agreement. Contractor may unilaterally terminate this agreement at any time for any reason. If the Contractor terminates the agreement, the owner shall remain obligated to pay the contractor for the value of all work completed and for all materials ordered as of date of termination.

Lead Paint Acknowledgement: I, the Owner, have received a copy of the pamphlet, The Lead-Safe Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools, from Contractor Informing me of the potential risk of lead hazard exposure from renovation activity to be performed in/on my dwelling unit. I acknowledge having received this pamphlet before the work began. An additional link to the pamphlet is https://www.epa.gov/sites/default/files/documents/renovaterightbrochure.pdf

<u>Limitation of Liability:</u> Two Day Painting is not responsible for the overall structural integrity of the property or any pre-existing conditions, code deficiencies, or latent defects that may exist or develop over time. Two Day Painting shall not be held liable for any injuries, accidents, or damages arising from structural failures, hidden defects, pre-existing conditions, or material failures beyond its control, whether during or after the completion of work.

<u>Indemnification</u>: The property owner agrees to indemnify, defend, and hold harmless Two Day Painting, its employees, subcontractors, and agents from and against any claims, liabilities, damages, losses, and

expenses (including attorneys' fees) arising out of or resulting from injuries or property damage not directly caused by Two Day Painting's negligence.

<u>Disputes</u>: All disputes related to this Agreement shall be resolved through mediation or binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its rules unless both parties agree otherwise. If the parties proceed to binding arbitration, the decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act.

2 Year Limited Warranty: Unless otherwise specified in the proposal, Contractor warrants against the peeling of the paint applied as the result of inadequate surface preparation, and/or improper application. This limited warranty shall commence upon the Contractor's completion of the Work and run for a period of (i) twenty-four (24) months if the Work involves the application of two coats of paint; or (ii) twelve (12) months if the Work involves the application of one coat of paint. Contractor's limited warranty does not include: (a) any areas where the owner supplied the paint (b) remedies for defects or damages caused by the owner or any other contractor's work; (c) abuse; (d) brush marks, roller texture, fading, chalking, flashing, warped vinyl, cracking due to the buildup of excess paint, damage resulting from ice dams, surfactant leaching, rusting, stain seepage, bleed through, deteriorating stain, delamination, peeling along rotting boards, separating drywall tape seems, protruding nails, nail pops, hail damage; (e) excludes any work performed in bathrooms, decks, areas exposed to forced moisture, and any horizontal surfaces where any moisture may collect. Owner acknowledges and agrees that an exact color match between the materials used by Contractor in performing any warranty work may not match existing materials. This limited warranty will be voided if Contractor does not receive final and full payment from Owner. This limited warranty shall extend to Owner alone and automatically terminates upon Owner selling or vacating the property. The warranty period is not extended by Contractor's correction of defective work. Owner shall notify Contractor in writing of any defects prior to expiration of the warranty. Contractor shall correct the defect at its own schedule and cost and bear the expense of labor required for correction of the defect. If Owner does not permit Contractor the opportunity to examine, test or correct the defect as reasonably requested by Contractor, Owner waives the Contractor's obligation to correct the defect. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR IS NOT LIABLE TO OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT.

Free Touchups For Life: Contractor will provide each individual customer up to (5) hours of free touchups on contracted work that received 2 coats of paint. Projects that received 1 coat of paint are not eligible. All touchups will be done on the Contractor's schedule at their sole discretion. Interior touchups will be done between December-February. The Owner must supply brand new paint, with the same color, brand, and sheen as originally used. The Contractor will supply the labor and equipment to complete the touchups. All touchups must be 20 feet or lower, with the ability to be reached by one painter using ladders. If more painters are needed, or scaffolding or lifts are required, Contractor will need to bill for the extra labor and equipment costs. If Owner requests more than (5) hours of touchups, we will bill for any additional hours at our current time and materials rate. We will simply touch up spots, and not repaint entire surfaces. Touchups may not perfectly blend in with the old paint and may be visible. Time spent securing materials, including drivetime, will be considered a part of the touchup time. Any materials required will be billed to Owner. Each individual customer (or household), can receive up to (5) total hours, regardless of how many projects are completed.

<u>Color Consultations:</u> Upon request, we can provide a complementary color consultation to any customer spending at least \$1000. This includes one in-home consultation, one drive to the paint store, and one session of test sampling colors as requested. We will charge \$20 per color sampled to cover our costs of materials. If more than one sampling session is requested, there will be a \$50 additional charge per trip.

<u>Charity:</u> 5% of proceeds, up to \$50,000, worth of free services, will be donated to the local Humane Societies and other local non-profits. Thank you for helping give back to the community!

<u>PCA Standards:</u> Work will be performed in accordance with standards of the Painting Contractors of America, unless otherwise stated in the proposal. PCA Standards are listed at the following website: <a href="https://www.pcapainted.org/wp-content/uploads/2021/08/2021-Complete-Industry-Standards-Document.pdf">https://www.pcapainted.org/wp-content/uploads/2021/08/2021-Complete-Industry-Standards-Document.pdf</a>.

NOTICE OF CONSTRUCTION DEFECTS AND RIGHT TO CURE: Contractor and Owner agree to comply with Section 895.07 of the Wisconsin Statutes 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 this Agreement is signed. Notwithstanding anything to the contrary in the Agreement, Contractor shall not be obligated 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 Jobsite or improper or insufficient maintenance or operation of any of the Jobsite'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 Owner or by other contractors hired by Owner; 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 Jobsite (each 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 Jobsite for the purpose of investigating, testing and examining the Defect. If the Defect is covered by Contractor's limited warranty, then Contractor shall be given reasonable access to the Jobsite and a reasonable amount of time to, in Contractor's sole discretion, replace or repair the Defect. THE REPLACEMENT OR REPAIR OF THE DEFECT SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFECT. OWNER WAIVES ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO A DEFECT.

LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, TWO DAY PAINTING LLC 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 TWO DAY PAINTING LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) CALENDAR 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. TWO DAY PAINTING LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS:** If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.

/high

ESTIMATOR SIGNATURE

08/26/2025

DATE

CUSTOMER SIGNATURE

08/26/2025

DATE

Quote #17185 for Nate Kolpin

Total value: \$22,138.00