

Customer: 2005433 Install to be started in approximately 6 to 12 weeks after approval

Historic District:

yes

 Customer 1:
 Alunda
 Bokin
 Primary Phone:
 (313) 757-2119

 Email:
 Alundabokin@hotmail.com
 Second Phone:
 (313) 715-7104

 Customer 2:
 Byron
 Boyking
 Primary Phone:
 (555) 555-5555

 Email:
 Alundabokin@hotmail.com
 Second Phone:
 (555) 555-5555

Work to be done at: Billing Address:

Street #: Street #: 15327 15327 Street Name: Street Name: Warwicck Warwicck City / State: City / State: Detroit MI Detroit MI Zip Code: Zip Code: 48223 48223

About Home:

To whom do you pay your property taxes:

Home Type: Residential Condo Complex:

Condo Complex:

Condo Ph#:

Year Built: 1940

Customer Agreed to the Terms of Payment as Follows:

Final Price \$5,400

Amount of unidentified wood prepaid \$0

Administration Fee \$295

Final Total \$5,695

Deposit \$0

Balance to be paid upon substantial completion (cash or by secondary lender) \$0

Amount to be Financed \$5.695

Deposit / Final Payment in the Form of:

Payment Type Financed

Windows Specification SmartChoice Package Number of Windows: 6

Lifetime Guarantee, Hybrid 0.23 Triple Low E Argon Glass, Welded Corners, Dual Operable, Foam enhanced frame, Fiberglass Reinforced vinyl frame and sash (on most styles), Free Glass Breakage and screen repair, Worry-Free Money Back Guarantee. Multiple colors available. U-Value listed is for non-tempered glass

* Full Job

Partial Job

Building: Home

Type of House:Frame, Current Window Ext Color:White, Current Window Int Color:White, Current Window Trim Color:Glacier White, New Window Ext Color:White, New Window Int Color:White, New Window Trim Color:Glacier White

#1 Bedroom, Standard, Double Hung, 32"W x 52"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Grid Style:Colonial Flat, Ext Color:White, Int Color:White, Grid Coverage:All Sashes, Grid Style:2 X 1,

#2 Bedroom, Standard, Double Hung, 32"W x 52"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Grid Style:Colonial Flat, Ext Color:White. Int Color:White. Grid Coverage:All Sashes. Grid Style:2 X 1.

#3 Bathroom, Standard, Double Hung, 43"W x 39"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Grid Style:No Grid, Obscured Glass:Obscure Half, Tempered Glass:Yes,

#4 Bedroom, Standard, Double Hung, 32"W x 53"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Grid Style:Colonial Flat, Ext Color:White, Int Color:White, Grid Coverage:All Sashes, Grid Style:2 X 1,

#5 Bedroom, Standard, Double Hung, 32"W x 53"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Grid Style:Colonial Flat, Ext Color:White, Int Color:White, Grid Coverage:All Sashes, Grid Style:2 X 1,

NOTES:

HOME IMPROVEMENT INSTALLMENT CONTRACT AND AGREEMENT

The customer(s) ("Owner(s)") listed herein jointly and severally agree to purchase the goods and/or services listed herein, in accordance with the prices and terms described herein (the "Agreement") and Owner(s) has requested that such goods and/or services be installed or provided at Owner's address listed herein. 1-800-Hansons, LLC ("Contractor") hereby agrees to install or cause to be installed, the products or services listed in this Agreement.

Owner(s) agrees to sign a completion certificate upon substantial completion of the installation of the goods, with substantial completion being defined as the stage or part of a construction project completed sufficiently to allow the owner to occupy or use the structure/building. This Agreement represents a cash sale of goods and/or services. Owner(s) agrees to pay in cash the cost of the goods and/or services purchased as described below, with full payment due upon substantial completion of the job regardless of timing or approval of any financing Owner(s) may seek for the purchase.

Owner(s) agrees that this Agreement constitutes the entire understanding between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed or its terms modified or varied in any way unless such changes are in writing and signed by both Owner(s) and Contractor. Owner(s) hereby acknowledge that Owner(s) has read this Agreement and has received a completed, signed, and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. Owner(s) also acknowledges that he or she was orally informed of his or her right to cancel this transaction.

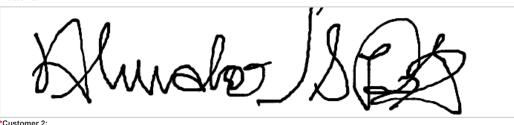
Signatures: (Please sign with finger)

By signing, customer acknowledges that they have read and agree to the terms and conditions of this work order.

Terms and Conditions

Customer must review and agree to terms and conditions

*Customer 1:



Signed on Date: 12/22/2020

Signed on Date: 12/22/2020

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LEAD SAFE PAINT PRACTICES

LEAD SAFE PAINT PRACTICES - I(we) hereby acknowledge receipt of a copy of the pamphlet, 'Renovate Right: Important Lead Hazard Information for families, child care providers and schools, informing me(us) of the potential risk of lead hazard exposure from renovation activity to be performed in my(our) home. I(we) received this pamphlet before the work began.





*Sales Representative Signature



Hansons Salesperson
David Kramer

TERMS AND CONDITIONS

- 1. NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY CONTRACTOR TO OWNER EXCEPT THOSE THAT ARE STATED IN THIS AGREEMENT. This Agreement cannot be changed by any conversations between Owner and Contractor. Any changes must be in writing and signed by Owner and Contractor. Contractor or its manufacturer may at its sole option, upgrade a product to similar or higher quality.
- 2. Assignment It is agreed that Contractor shall have the sole right at any time to sell, transfer, or assign this Agreement and the money to be paid under this Agreement.
- 3. Consequential Damages/Contractor Liability Contractor shall not be liable for the following: (1) any consequential damages to premises or material located on the premises. In the event of interior damage, Owner(s) agrees to submit a claim to his or her insurance company provided however that Contractor will pay any insurance deductible. (2) any damage to trees, shrubs, flowers, grass, or landscaping, (3) shades, blinds, or any other window treatments not fitting into the openings after work is completed; however, this does not mean that they will not fit, but it does happen on certain types of installations, (4) any caulk fumes or any other fumes caused by building materials Contractor provides; it being understood that Owner(s) should air out affected rooms prior to habitating (5) any pre-existing code violations existing at the time of this Agreement, (6) any window AC units, alarms, or security bars, and Contractor is not responsible for reconnecting or fitting these items, (7) alarms or doorbells except that in the event that Contractor damages Owner's doorbell, Contractor will attempt to replace it with a wireless doorbell kit. Contractor will reinstall satellite dishes to the best of its ability, but Owner(s) is responsible for contacting provider to restore service. In the unlikely event of ceiling damage on the interior, Contractor agrees to pay for the painting of the damaged section only. Many homes are not square. It is not Contractor's responsibility to change the structure of Owner's home. Some homes have rafters that do not line up, creating an appearance of sagging. Contractor is not responsible for correcting this appearance. Contractor performs its installation under the assumption that existing attic ventilation is free and clear of any obstructions. Any existing obstruction will render all warranties null and void. Contractor assumes no liability for animal or insect infestations.

Wood installed by Contractor is unstained on all bays/bows/garden windows. Owner(s) is responsible for staining and sealing. Staining should be done within 90 days of install. Contractor does not guarantee against any paint dings, dents, nicks, nail pops, paint scraping, or flaking. Contractor is not responsible for cleaning debris or resultant damage to unprotected property in Owner's attic. Contractor does not do any painting, decorating or wood finishing. If replacement of joists or beams is necessary, there will be an additional charge for this labor and materials. Owner(s) shall expect to lose a certain amount of glass space/daylight opening when installing replacement windows. The frames are larger on replacement windows and Energy Efficient glass will have a slight tint. If, due to size limitations, Contractor is unable to make the windows with triple pane, Contractor will substitute with double pane energy efficient Energy Star-compliant glass. The U-Value could be higher. Various options such as grids may affect the U-Value. Tempering increases the U-Value by 1 to 1.5 points. Certain styles such as casements, solid picture windows, bays/bows and doorwalls do not have fiberglass inserts due to structural design, but this will not inhibit performance or strength of the windows. When any work is performed, Owner(s) shall expect paint, plaster, drywall to crack or loosen. Owner(s) shall expect a certain amount of debris in attic associated with roof work. Michigan Uniform Energy Code requires a thermal barrier with a minimum R-Value of 38, for roof/ceiling assemblies of any new construction homes in zones 2 & 3, and a minimum R-Value of 30 for all new construction homes in zone 1. Because the aforementioned Energy Code is the accepted standard for new construction, Contractor will not be responsible for any moisture transfer that may occur, or ice damming caused from insufficient insulation, in any attic area located under a roof system installed by Contractor. Measurements contained in this Agreement are good for pricing ONLY. At the time of install, there could be adjustments made to Owner's openings to allow for proper fit of replacement windows/doorwalls. Doorwalls come in standard sizes. If Owner(s) requests a special order doorwall at the time of install, Owner(s) agrees to pay the additional price as specified in this agreement. Trained measure-men take actual measurements. In the event that a dumpster is needed for removal of debris, Owner(s) agrees to have such dumpster placed in his or her driveway. Blue and green shingles come in asphalt only. Contractor is not responsible for any damage the dumpster may cause to the driveway. In order to install roof properly, if Owner(s) has existing gutter protection, Contractor will reinstall to the best of its ability. In the event that Contractor is unable to reinstall, Contractor will replace it with Contractor's gutter protection system. Gutter helmet warranty will be voided. Contractor is not responsible for manufacturer's warranty issues.

- 4. Workmanship Guarantee As is further described in the labor guarantee provided to Owner(s), subject to certain terms and conditions, Contractor guarantees its workmanship under this Agreement. Owner(s) should review the labor guarantee for specific details regarding the scope of the guarantee. Owner(s) may review guarantee anytime at www.hansons.com
- 5. Delay/Unknown Conditions Events beyond the control of Contractor, such as acts of God, labor strikes, inclement weather, material shortages, Owner's inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the job, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by Contractor. In the event that Contractor determines that this Agreement cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Owner's property, Contractor may cancel this Agreement within 30 days of its execution, notify Owner(s) of such cancellation in writing and return all monies paid by Owner(s). Contractor and Owner(s) have determined that a definite completion date is not of the essence to this Agreement. In accordance with the prices listed in this Agreement, Owner(s) agrees to pay for additional wood repair, as it is necessary to replace all weak, rotted, wet, or splintered wood to guarantee a sound installation. The amount paid by Owner(s) for this work shall be in addition to the original contract price listed in this Agreement. In the event that Contractor determines that additional wood repair is needed, Owner(s) agrees to enter into a change order with Contractor to reflect such additional wood repair/additional cost. Contractor shall be entitled to suspend performance under this Agreement if Owner(s) does not authorize/pay for this additional wood repair.
- 6. Time for Performance It is understood by all parties that time is of the essence for this Agreement, and all work contracted for shall be performed as soon as scheduling, materials, and weather conditions permit. Contractor shall not be liable for delays caused by strikes, weather conditions, delay in

obtaining material, permits, illness, transportation failure or other causes beyond its control. Owner(s) agrees to make available to Contractor access to electrical service, and running water. Owner(s) further agrees that he or she is responsible for any electrical service charges, or water costs that are used by Contractor in the course of performance of this Agreement.

- 7. Stipulated Damages If Owner(s) cancels, rescinds, or otherwise terminates this Agreement after the expiration of the applicable cancellation period provided for in this Agreement, and Contractor accepts such cancellation, which shall be in Contractor's sole discretion, then Owner(s) agrees to pay to Contractor the following to offset (1) Contractor's incurred costs in preparation for work and (2) damages, including lost profits, that are difficult to determine. The parties agree that the following formula is a reasonable estimate of the actual damages that Contractor will suffer if the Owner(s) does not allow Contractor to perform this Agreement. A. One third of the contract price and, B. Contractors actual cost for any custom ordered products made for Owner's job if any.
- 8. Arbitration of Disputes Contractor and Owner(s) agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments, accounts, or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration agreement, may, at the election of either party be subject to binding arbitration to be determined by one (1) arbitrator, in accordance with and pursuant to the American Arbitration Association under its construction industry arbitration rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the judicial district in which Owner(s) resides. Owner(s) agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall otherwise be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the Claim with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made pub

Both Owner(s) and Contractor are hereby agreeing to allow a party to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below.

- 9. Licensing Disclosures A Michigan residential builder or residential maintenance or alteration Contractor is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A plumber is required to be licensed under Act No. 226 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. 1-800 Hansons, LLC is properly licensed with the State of Michigan license number 2102087035, Dearborn, Michigan License # 19-00128507, Detroit, Michigan License #LIC2001-03699, Toledo, Ohio License # HRC-16-00683, Maumee, Ohio License #7325, Huron, Ohio License #2019-039, Lucas County, Ohio Registration #2487574, Ottawa, Ohio Registration #885, State of Iowa Contractor License #C133619, Council Bluffs, Iowa License #5693, State of Nebraska Contractor License # 51799-18, Bellevue, Nebraska License # C01185, Fremont, Nebraska License #19-5986, Omaha, Nebraska License # LIC-1801382, La Vista, Nebraska License #190009, Valley, Nebraska Contractor Registration, Sioux Falls, South Dakota License # 2252, Brandon, South Dakota License #361, Brookings, South Dakota License #2019-RC13, Crooks, South Dakota License # 19, Hartford, South Dakota License # 2017-28, Watertown, South Dakota License #295, State of Minnesota Registration #IR748508, State of Utah License # 11006739-5501, Adams County, Colorado License # D-7420, Arvada, Colorado License # AEC7807, Arapahoe County, Colorado License # C18-00740, Aurora, Colorado License # 2018 1552991 00 CL, Bennett, Colorado License #192, Boulder, Colorado License # LIC-00991453, Boulder County, Colorado License #CON-19-0029, Brighton, Colorado License # CL-12985, Broomfield City and County, Colorado License # OL-19-13204, Castle Pines, Colorado License #CN-01850, Castle Rock, Colorado License # 18-2959, Centennial, Colorado License # CL-000218-2018, Colorado Springs, Colorado License #23337, Columbine Valley, Colorado License #CON-2019-00156, Commerce, Colorado License # 4892, Dacono, Colorado License #1241.1, Denver, Colorado License # LIC00248160, Denver, Colorado Roofing License #LIC00248415, Douglas County, Colorado License # C180361, Eagle County, Colorado License #19GC00282, Englewood, Evans, Colorado License #2604758, Colorado License #20387, Federal Heights, Colorado License #180135, Firestone, Colorado License # 19B-FIRCO-022, Fort Lupton, Colorado License # CON-000640-2018, Frederick, Colorado License #2390, Golden, Colorado License # 10137, Greenwood Village, Colorado License # OL-20-04763, Jefferson County, Colorado License # 988944, Lakewood, Colorado License # 22901, Larimer County, Colorado License #CL2763, Littleton, Colorado License # C00271, Lochbuie, Colorado License # 18D00664, Longmont, Colorado License # C01005579, Loveland, Colorado License # 7050, Milliken, Colorado License #19MIL-II-0537, Northglenn, Colorado License # 18NGN-C-3256, Park County, Colorado License # 3427, Parker, Colorado License # CL18-00440, Thornton, Colorado License # LCC201801597, Wellington, Colorado License # 1692, Wheat Ridge, Colorado License # 180334.
- 10. Permits Contractor agrees to pull any necessary permits for the work described in this Agreement. Owner(s) agrees to pay for the actual costs of the permit and any necessary fees and inspections. Contractor will bill Owner(s) for these charges. Owner(s) authorizes Contractor to apply for building permits on Owner's behalf from the city, village or township where the property is located. Owner(s) gives Contractor permission, and appoints Contractor, to sign Owner's name to the building permit application for the work in this Agreement. Owner(s) authorizes Contractor to proceed with the installation while the application for a permit is pending. If the city, village, or township where the property is located requires code updates (such as smoke detectors) Owner(s) must pay for those expenses. The current price for smoke detectors including installation is \$100.00. Contractor is not responsible for code violations that exist prior to the date of installation. If the property is subject to other regulations that would affect the ability of Owner(s) to install the materials covered by this Agreement because of deed restrictions, a homeowners' association, a Historic District Commission or any other reason, then Owner(s) is solely responsible for notifying Contractor of these restrictions and assuring that those regulations or restrictions have been satisfied.

delivered personally or by mail, addressed as follows: If to Contractor: to 977 E. 14 Mile Road, Troy, Michigan 48083. If to Owner(s): to the name and address appearing in this Agreement.

- 12. Attorney's Fees Should Contractor require the services of an attorney for the enforcement of any provision of this Agreement, Owner(s) agrees to pay Contractor's actual attorney's fees.
- 13. ACH Authorization Any amounts due to Contractor upon substantial completion of the job will be withdrawn from Owner's account via an ACH transfer if not paid within 5 business days of the last day of work; provided Owner(s) has granted ACH authorization.
- 14. Interest Any sums herein which are not paid when due shall bear interest at the highest legal rate, not to exceed one and one half percent per month (18% per annum), from date of original installation.
- 15. Contractor's Rights Upon Discovering Estimating Error If Contractor finds upon measuring that an estimating mistake has been made by Contractor's sales person, Contractor expressly reserves the right to cancel this Agreement by giving Owner(s) notice of cancellation within 30 days of discovery of the error.
- 16. Mold and Other Hazardous Substances Contractor is not responsible for conditions beyond its control, including existing or developing spore or mold growth. Mold may be due to condensation that may form on or within walls or other surfaces resulting from pre-existing conditions in Owner's home and internal or external temperatures. Owner(s) indemnifies and holds Contractor and its employees, authorized contractors, and their subcontractors from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead- based products or other hazardous substances inside or outside of the structure being improved.
- 17. Severability Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of such provision or the remaining provisions of this agreement.
- 18. For Pricing Purposes, Contractor's average labor rate per square/opening is determined by average direct labor costs multiplied by a factor determined by historical overhead percentages.
- 19. Insulation that is inside the window frame is white, but Contractor uses pink for demonstration purposes.
- 20. Telephone Recording. For quality and control purposes, all incoming and outgoing calls are monitored and recorded.

(lowa Sales Only) Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, you may be required to pay the person or company even if you have paid the general contractor the full amount due. Therefore, check the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying your general contractor. In addition, when making payment to your general contractor, it is important to obtain lien waivers from your general contractor and from persons or companies registered as furnishing labor or materials to your property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry. The Mechanics' Notice and Lien Registry's Internet Web site address is sos.iowa.gov/MNLR and its toll-free telephone number is 1-888-76-8683

(Minnesota Sales Only) (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Minnesota law (Minn. Stat. ŧ 327A.02) contains important requirements you may have to follow before you may file a lawsuit or commence arbitration proceedings regarding an alleged breach of this statutorily warranty.

Written Performance Guidelines (in accordance with Minn. Stat. ŧ 326B.809): Contractor warrants that all of the materials used in performing work will be new unless otherwise specified and that all work will be of good quality and in conformance with applicable building codes and laws. Contractor warrants that it will complete the work according to the plans, specifications, and other documents that comprise the agreement between the parties. Contractor warrants that the work will be performed as required by Minnesota Statutes Section § 327A.01 et. seq. (Statutory Warranties).

During the one-year period from and after the warranty date the home improvement will be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards and during the ten-year period from and after the warranty date the home improvement will be free from major construction defects due to noncompliance with building standards.

(Utah Sales Only) PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.