



# Your Master Work Order Agreement

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## Customer Information

Appointment ID#: 2255019

Customer: Patricia Wheeler

Primary Phone: (313) 808-0231

Secondary Phone:

Email: patio1659@yahoo.com

## Property Information

Street Address: 14539 Artesian

City, State: Detroit, MI

Zip: 48223

Home Type: Residential

Historic District: No

## Billing Information Same as above

### Payment Terms

### Amount

Project Cost:	\$26,148
Admin Fee:	\$295
<b>Sub Total</b>	<b>\$26,443</b>
Customer Discounts:	\$1,200
<b>FINAL PRICE:</b>	<b>\$25,243</b>

### Payment Details

### Amount

Deposit	-
Amount Due Upon Substantial Completion	\$5,000
Finance Amount	\$20,243

**\*Any fees for required building permits will be billed to you separately. Permit fees cannot be included into any financing agreement and must be paid in full when due.**

Acknowledged by:



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## WINDOWS

Package	Deluxe Series						Number of Windows	12
<b>Package Description</b> Triple-pane glass with drop-foam insulated frame, Vinyl with fiberglass reinforcements, Exceeds ENERGY STAR® standards, Enhanced climate protection								
#	Building	Location	Style	W x H	Int Color	Ext Color	Trim Color	
1	Home	Living Room	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
2	Home	Bathroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Obscured Glass (Bathroom):</b> Obscured Full, <b>Tempered Glass (Mandatory):</b> Yes, <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
3	Home	Bedroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
4	Home	Bedroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
5	Home	Bedroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
6	Home	Kitchen	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
7	Home	Dining Room	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
8	Home	Living Room	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
9	Home	Living Room	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen								
10	Home	Bedroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra	
Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b>								



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	White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen						
11	Home	Bedroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra
	Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen						
12	Home	Bedroom	Double Hung	30 x 50	White (A/M/P)	American Terra - Cocoa (A/M/P)	American Terra
	Notes: <b>Category:</b> Traditional, <b>Current Window Trim. Color:</b> American Terra, <b>Current Window Int. Color:</b> White (A/M/P), <b>Current Window Ext. Color:</b> American Terra - Cocoa (A/M/P), <b>Sills:</b> No, <b>Grids:</b> No, <b>Screen Type (Mandatory):</b> Full Screen						

## Your Deluxe Series window package includes:

- ✓ Custom-sized to your home
- ✓ Professional installation by licensed and certified experts
- ✓ Removal of all project debris
- ✓ Superior window with enhanced performance
- ✓ Triple-pane glass with drop-foam insulated frame
- ✓ Vinyl frame with fiberglass reinforcements
- ✓ Exceeds ENERGY STAR® standards
- ✓ Enhanced climate protection





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## Your Home Improvement Installment Contract and Agreement

The customer ("Customer") listed herein (whether a single person or multiple people) jointly and severally agrees to purchase the goods and/or services as noted, in accordance with the prices and terms described in these Master Work Order and Terms and Conditions (the "Agreement"), and Customer has requested that such goods and/or services be installed and provided at Customer's address (the "Property") as noted. 1-800 HANSONS, LLC ("Contractor") agrees to install or cause to be installed, the products or services listed in this Agreement. The Customer represents and warrants that it is the owner of record for the Property, or otherwise has the right to enter into this Agreement in connection with the Property. To the extent the person(s) entering into this Agreement is not the title holder of the Property, the signer(s) below agree to all obligations, terms and conditions covered by this Agreement.

This Agreement represents a cash sale of goods and/or services. Full payment is due upon **Substantial Completion** ("SC") of the installation of the goods listed in this Agreement. SC is the stage or part of a construction project completed sufficiently to allow the Customer to occupy or use the Property. Aesthetic concerns not impacting the operation of the product does not prevent SC.

Customer agrees to pay in cash the cost of the goods and/or services purchased as described below, with full payment due upon SC of the job regardless of timing or approval of any financing Customer may seek for the purchase.

When payment is to be made via third-party financing, Customer agrees to sign a completion certificate upon SC of the installation of the goods. If the third-party financing expires prior to the Customer signing the completion certificate, the Customer is responsible for making alternate arrangements for payment and Contractor is not responsible for changes to any third-party financing terms.

Customer 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 agreed to by both Customer and Contractor.

Customer has read this Agreement and has received a completed, signed, and dated copy of this Agreement, including the accompanying Notice of Cancellation form and Wood Agreement, if applicable.

### Acknowledged By:

**By signing, Customer acknowledges that they have read and agree to the terms and conditions of this Agreement.**

Customer :

Signed Date: Jul 14, 2024

*Patrick Delaney*

1-800-HANSONS Certified Home Improvement Expert

Patrick Delaney  
pdelaney@hansons.com  
(313) 536-0335



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**You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.**

## **LEAD SAFE PAINT PRACTICES**

I acknowledge receipt of an electronic PDF copy of the pamphlet, 'The Lead-Safe Guide to Renovate Right: Important lead hazard Information for families, childcare providers, and schools, informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my home. I received this pamphlet before work began, and I understand that I can request, at any time, a printed copy of this brochure, or download it directly from the 1-800-HANSONS website.

Customer :

Signed Date: Jul 14, 2024

*[Handwritten signature]*



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## TERMS AND CONDITIONS

1. NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY CONTRACTOR TO CUSTOMER EXCEPT THOSE THAT ARE **EXPRESSLY** STATED IN THIS AGREEMENT **AND ANY FURTHER OR OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, OF ANY KIND OR NATURE, ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.** This Agreement cannot be changed by any conversations between Customer and Contractor. Any changes must be in writing and signed by Customer and Contractor. Contractor or its manufacturer may at its sole option, upgrade a product to similar or higher quality.
2. **Consequential Damages/Contractor Liability** – Contractor shall not be liable for the following:
  - a. Damage to trees, shrubs, flowers, grass, or landscaping.
  - b. Shades, blinds, or any other window treatments that do not fit into the openings after work is completed.
  - c. Caulk fumes or any other fumes caused by building materials. Customer is responsible for airing out affected rooms prior to habitation.
  - d. Pre-existing building or other code violations existing at the time of this Agreement.
  - e. The reconnection or fitting of window AC units, electronics, or security systems.
  - f. Alarms or doorbells, except that in the event that Contractor damages Customer's doorbell, Contractor will attempt to replace with a wireless doorbell kit.
  - g. Reinstalling satellite dishes. Customer is responsible for contacting and paying provider to restore service.
  - h. Correcting ceiling sag or existing interior defects.
    - i. Animal or insect infestations.
    - j. Cleaning debris from or damage to unprotected property in Customer's attic.
  - k. Painting, decorating, or wood finishing.
    - l. Drywall nail pops, artwork or other items hanging on walls

### 3. Workmanship Guarantee

As is further described in the Workmanship Guarantee provided to Customer, Contractor guarantees its workmanship under this Agreement. Customer should review the Workmanship Guarantee for specific terms and details regarding the scope of the guarantee. Customer may review the Workmanship Guarantee anytime at [www.hansons.com/guarantee](http://www.hansons.com/guarantee). Contractor's guarantee may be voided if (a) the Customer fails to pay the contract amount in full when due; (b) the Customer fails to allow Contractor to remedy the alleged defect; (c) the Customer uses someone other than Contractor to repair or otherwise provide services on any item that would otherwise be covered by the guarantee; or (d) Customer fails to reasonably maintain products installed by Contractor.

### 4. Delay/Unknown Conditions

- a. Events beyond the control of Contractor (including but not limited to, acts of God, labor strikes, inclement weather, material shortages, illness, material delivery delays, Customer's inability to obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the job) may delay performance by the Contractor. Due to all these factors outside the Contractor's control, Customer agrees that a specific date of completion is not a term of this contract. Delay resulting from any of these unknown conditions does not constitute abandonment of this Contract.
- b. If Customer introduces unanticipated logistical requirements (including but not limited to the inability to move obstructions or limiting access to certain areas of the home, etc.). Customer will be responsible for any associated additional cost to perform work and/or agrees to remove item(s) where work is unable to be performed.
- c. Unforeseeable structural or architectural elements (including, but not limited to hidden wiring, plumbing, brick walls, etc.) may be discovered during construction that increases the cost and/or prevents project elements from



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being performed. Additionally, the need to replace weak, rotted, wet, or splintered wood may not be evident at the time of inspection. When such conditions are discovered, Customers may incur an additional fee beyond the amount listed in the original contract. If Contractor determines additional services or materials are necessary to complete the project, Customer(s) agrees to execute a change order with Contractor to cover the additional cost. Contractor may suspend performance if Customer(s) does not authorize or pay for this additional cost.

- d. In the event Contractor determines this Agreement cannot be performed as intended by the parties due to unknown conditions, incorrect pricing, unforeseen structural defects, pre-existing conditions to Customer's property, or other unknown conditions, Contractor may cancel this Agreement within 30 days of the discovery and notify Customer of such cancellation in writing. In the alternative, Contractor and Customer may amend the existing contract in writing if a mutually agreeable resolution can be reached. In the event Customer and Contractor cannot reach an agreement regarding completion of the project, Customer is required to pay for the estimated contract value incurred to date by Contractor.
- e. 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 Customer's home and internal or external temperatures. Customer indemnifies and holds Contractor and its employees, authorized contractors, and their subcontractors harmless 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.

## 5. Stipulations and Notifications

- a. Customer agrees to provide Contractor access to electrical service and running water free of charge.
- b. When any work is performed, paint, plaster, drywall may crack or loosen.
- c. Contractor does not guarantee against any wall or flooring dents, nicks, nail pops, paint scraping, or flaking.
- d. If a dumpster is needed for removal of debris, Customer agrees to have such dumpster placed in his or her driveway. Contractor is not responsible for any damage the dumpster may cause to the driveway.
- e. Many homes are not square and level which may be visibly noticeable. Contractor is not responsible for changing the structure of Customer's home to address these pre-existing conditions.
- f. In the unlikely event of ceiling damage to the interior caused solely by Contractor, Contractor agrees to pay for the painting of the damaged section only.
- g. Consequential damage to premises or material located on the premises: In the event of damage, Customer agrees to submit a claim to their insurance company and may request reimbursement for the deductible from the Contractor.
- h. Contractor will make best efforts to clean up job-related debris.

### Roofing:

- i. Contractor performs its installation under the assumption that existing attic ventilation is free and clear of all obstructions. Any existing obstruction will render all warranties null and void.
- j. If replacement of joists or beams is necessary, there will be an additional charge for these services and materials.
- k. Customer shall expect a certain amount of debris in attic.

### Windows:

- l. Customer may lose a certain amount of glass space/daylight opening when installing replacement windows, which are vinyl frames installed in existing window openings. The frames may be larger on replacement windows and Energy Efficient glass will have a light tinting. If, due to size constraints, Contractor is unable to manufacture the windows with triple pane, Contractor will substitute with double pane energy efficient Energy Star-compliant glass which may have a higher U-Value. Other options may impact rated U-values including grids



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and tempering. Casements, solid picture, bays/bows, certain other windows, and door walls may not have fiberglass inserts, which will not inhibit performance or strength.

- m. Customer is responsible for painting/staining and sealing any wood installed by Contractor within 90 days of installation. In the event interior wall surfaces are modified, Customer is responsible for all finish work (mud, tape, paint, etc.).
- n. Measurements contained in this Agreement are for pricing only. Later measurements may adjust openings for proper fit of replacement windows/door walls.
- o. Door walls come in standard sizes. If Customer requests or requires a special-order door wall at the time of order, Customer(s) agrees to pay any additional cost as specified in this Agreement.

Bath:

- p. General cleaning instructions: for normal everyday cleaning, use cleaner with a soft washcloth and always rinse thoroughly with warm water after cleaning.
  - q. Recommended cleaners: Use only products whose labels state that they are safe for acrylic: dish soap and water and white vinegar. Diluted bleach should be used with caution. Always test cleaning products on a small area of the skirt before applying to the complete bath area. Do not use: Scrubbing Bubbles, any abrasive cleaners, Ajax, Comet, Tilex, Soft Scrub, Mr. Clean, nail polish remover, scouring pads, ammonia, Tough Act and powder or crystal drain cleaners. The use of these chemicals or products will cause a dull finish and will void the warranty.
6. **Stipulated Damages** – If Customer cancels, rescinds, or otherwise terminates this Agreement after the expiration of the applicable cancellation period provided for in Notice of Cancellation section of this Agreement (three business days), and Contractor accepts such cancellation, which shall be in Contractor's sole discretion, then Customer agrees to pay to Contractor the following to offset (1) Contractor's incurred costs in preparation for work and (2) damages, including lost profits as reasonably calculated by Contractor. The parties agree that the following formula is a reasonable estimate of the actual damages that Contractor will suffer if the Customer does not allow Contractor to perform this Agreement: **One third of the contract price plus Contractor's actual cost for any custom ordered products made for Customer's job.**

## 7. Dispute Resolution

### Arbitration:

Contractor and Customer agree that, other than for Payment Disputes (as defined below), all disputes, claims, or controversies (hereafter referred to as a "Claim") and their related documents, loans, security instruments, accounts, or notes, including but not limited to: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement (other than Payment Claims); 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 Detroit Regional office of the AAA.

Customer 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. Further information may be obtained, and claims may be filed at, any office of the American Arbitration Association, 1-800-778-7879, [www.adr.org](http://www.adr.org), or by mail at 1633 Broadway, New York, NY 10019.

### Payment Claims:





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“Payment Claim” means any claim arising under this Agreement relating solely to the payment of agreed-upon amounts owed by Customer to Contractor upon Substantial Completion of the order under the terms of this Agreement. Despite the Arbitration provision, Contractor, at its sole option, may submit a Payment Claim to the courts of Michigan, which will have exclusive jurisdiction to determine the Payment Dispute. If Customer has already commenced arbitration proceedings for a Payment Claim before Contractor initiates court proceedings, then the arbitration proceedings shall be terminated or stayed. On commencement of the court proceedings by Contractor, no arbitral tribunal will have jurisdiction in respect of the Payment Claim.

Nothing in this Agreement shall be deemed a waiver of Contractor’s right to file a claim of lien when a Customer fails to pay upon Substantial Completion of the order. Contractor and Customer agree that any Claim, arbitration proceeding, award, finding, or verdict relating to this Agreement are considered and shall remain confidential between the parties, which precludes either party’s specific or general public reputational disparagement.

8. **Permits and Testing** – Contractor agrees to pull any required permits for the work described in this Agreement. Customer agrees to pay for the actual costs of the permit and any necessary fees and inspections. Contractor will bill Customer for these additional charges. Customer authorizes Contractor to apply for building permits on Customer’s behalf from the city, village, or township where the property is located. Customer gives Contractor permission, and appoints Contractor, to sign Customer’s name to the building permit application for the work in this Agreement. Customer 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), Customer must pay for those expenses. If the property is subject to other regulations that would affect the ability of Customer to install the materials covered by this Agreement because of deed restrictions, a homeowners’ association, a historic district commission, or any other reason, then Customer is solely responsible for notifying Contractor of these restrictions and taking any action required to satisfy those regulations or restrictions.

If Asbestos or other environmental tests are required for the project, Contractor agrees to subcontract any necessary asbestos or other material sampling and testing for the work described in the agreement. Contractor will directly bill Customer(s) for these charges. Customer(s) will be responsible for full payment of Asbestos or other testing once Contractor has ordered the testing. If any area requires Asbestos or other environmental remediation, Customer(s) will have the option to cancel the Master Work Order at no Penalty (minus costs of Asbestos or other testing) or independently hire an Asbestos abatement company to remove asbestos or other materials prior to Contractor beginning work.

9. **Notices** – All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered **personally or by mail**, addressed as follows: If to Contractor: to 977 E. 14 Mile Road, Troy, Michigan 48083. If to Customer(s): to the name and address or email address appearing in this Agreement.
10. **Legal Fees** – Should Contractor require the services of an attorney or collection agency for the enforcement of any provision of this Agreement, Customer agrees to pay Contractor’s actual attorney fees, collection agency fees, process server fees, court costs, mailing costs, and any other associated costs and fees.
11. **ACH/Credit Card Authorization** – When Customer gives Contractor ACH information or provides Contractor with a credit card, any authorized amounts owed to Contractor will be withdrawn via ACH transfer or credit card transaction, if not paid by alternate means, within 5 business days of Substantial Completion.
12. **Interest** – Any sums not paid shall bear interest at the highest legal rate, not to exceed one- and one-half percent per month (18% per annum), from final demand letter.
13. **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 remainder of such provision or the remaining provisions of this agreement.
14. **Telephone Recording** – For quality and control purposes, all incoming and outgoing calls are monitored and recorded.
15. **Truck Roll Fee** – In the event the Customer requests Contractor dispatch a technician to Customer’s home to address an alleged workmanship and/or product issue, Contractor may charge Customer a fee for such visit.



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Contractor shall disclose the amount of the fee upon Customer's request.

## 16. The Telephone Consumer Protection Act

[www.federalregister.gov/documents/2016/11/16/2016-24745/telephone-consumer-protection-act-of-1991](http://www.federalregister.gov/documents/2016/11/16/2016-24745/telephone-consumer-protection-act-of-1991) of 1991 prohibits organizations from contacting a customer on his/her cellphone without prior express consent. Each communication attempt without prior written consent is a \$500 violation. 1-800-HANSONS may call and/or text about its products and services at the phone number(s) Customer provided using an automatic telephone dialing system and/or artificial or prerecorded voice technology. I understand I am not required to provide consent as a condition of purchasing from 1-800-HANSONS and I may revoke this consent by calling 1-800-426-7667.

## 17. Assignment – It is agreed that Contractor has the sole right at any time to sell, transfer, or assign this Agreement and the money to be paid under this Agreement.

## 18. (Iowa 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 Customer. 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 Mechanic's Notice and Lien Registry's Internet Web site address is [sos.iowa.gov/MNLR](http://sos.iowa.gov/MNLR) and its toll-free telephone number is 1-888-767-8683.

## 19. (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. Â§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. Â§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 Â§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.

## 20. (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.



# Your Master Work Order Agreement

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21. **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, Omaha, Nebraska License # LIC-1801382, La Vista, Nebraska License # 190009, Valley, Nebraska Contractor Registration, Sioux Falls, South Dakota License # 2252, 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, 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 Rock, Colorado License # 18-2959, Centennial, Colorado License # CL-000218-2018, Colorado Springs, Colorado License # 23337, 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, 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, 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.



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## WARRANTY

### DELUXE SERIES

These guarantees are provided by 1-800 HANSONS, LLC (the "Contractor") to the Customer listed on the Master Work Order. These guarantees do not take the place of any available manufacturer's warranty. Please consult your third-party manufacturer warranties for further coverage which are available for review at the time of contracting with 1-800 HANSONS.

- 1-800 HANSONS guarantees that the products and components thereof provided by 1-800 HANSONS will be free of manufacturing defects for as long as you reside in your home.
- 1-800 HANSONS guarantees to you that the installation work performed by 1-800 HANSONS will be free of defects due to workmanship for as long as you reside in your home.
- 1-800 HANSONS guarantees to you that should a panel of glass in a window installed by 1-800 HANSONS be accidentally broken, 1-800-HANSONS will provide a replacement panel at no charge to you.
- 1-800 HANSONS guarantees to you that should the screen mesh on a window screen installed by 1-800 HANSONS be accidentally torn, 1-800 HANSONS will replace the screen mesh at no charge to you.

**Obtaining Guarantee Service:** To make a claim, you (the "Customer") can (1) submit a service request form online at [hansons.com](http://hansons.com) (2) send a written claim to 1-800 HANSONS, LLC at 977 E. 14 Mile Rd., Troy, MI 48083, (3) verbally submit a claim by contacting 1-800 HANSONS at (800) 426-7667, or (4) submit a service request e-mail to [customerservice@hansons.com](mailto:customerservice@hansons.com). Claims must be submitted to the Contractor promptly after discovery of the claimed defect and within the applicable guarantee period.

The Contractor will then schedule an appointment to inspect the premises within a reasonable period of time. If the Contractor decides to replace any or all product(s), and if such product(s) as originally installed is no longer available, the Contractor has the right to substitute product(s) of equal or better quality. Replacement of a product or component does not renew the guarantee period. If, at the Contractor's option, a purchase price refund is authorized, all guarantees are terminated, and repair, replacement, or removal of products shall become the Customer's sole responsibility. Warranties and guarantees become valid only after the Customer has made full payment in accordance with the Master Work Order or subsequent addenda. Non-guarantee calls for repair or adjustment will result in hourly fees for labor.

**Screen Mesh Breakage Guarantee Claims:** To make a claim, the Customer must bring the screen mesh to their local Contractor Branch Location for repair. The screen mesh breakage guarantee only applies to the screen mesh and does not apply to the screen frame. Once the screen mesh is repaired, the Customer will be notified it is ready for pickup.

### Exclusions:

- Minor color or textural variations between products do not constitute installation defects.
- Other damage, workmanship, or material failure as determined by the Contractor.
- Damage ordinarily covered by a homeowner's insurance policy.
- Damages due to or arising from the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances.
- Condensation that may form on a window resulting from pre-existing conditions in a home and external temperatures. Reducing the humidity in the home will often remedy any condensation problems.

**What Voids These Guarantees:** Installation, removal, repair, adjustment, tampering, or re-installation of any products or components by other than the Contractor voids any and all guarantees within this document and the Contractor expressly disclaims any liability for any costs, defects, or damages with respect to such actions. Using non-approved cleaning agents.

**Remedies and Rights:** These guarantees are the only expressed guarantees provided by 1-800 HANSONS, LLC. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of 1-800 HANSONS any obligation, liability, or responsibility in place of or in addition to these guarantees. 1-800 HANSONS' LIABILITY TO YOU UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY 1-800 HANSONS



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UNDER YOUR SALES AGREEMENT WITH 1-800 HANSONS. IN NO EVENT SHALL 1-800 HANSONS BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF 1-800 HANSONS' PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.