

Classic Exteriors, Inc. Classic Exteriors, Inc. 5900 Roche Drive - Suite 310-A Columbus. OH 43229 Four Seasons Room Proposal

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Company Representative

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Kris & Ric Butler 2778 Bexley Park Road Columbus, OH 43209 (614) 395-9128 Job: Kris & Ric Butler

Four Seasons 230 Series Solid Gable Roof Sunroom

	Qty	Unit	Per Unit Charge	Price
Four Seasons Specific Prints, Permit, Zoning, HOA Fees	1.00	EA	\$1,654.23	\$1,654.23
Includes: - Four Seasons Engineering & drawing prints - Permit fees for building all seasons porch & electric - Zoing & HOA if required submissions				
Dismantle & Load existing room into dumpster Dismantle & load existing back room into dumpster	1.00	EA	\$9,500.00	\$9,500.00
12' x 13 1/2' Four Seasons 230 Series Solid Gable Roof Sunroom (Sandtone)	1.00	EA	\$63,650.00	\$63,650.00

Custom design, build, & install:

- 12' x 13 1/2' Four Seasons 230 Series Solid Gable Roof Sunroom (Sandtone)
- (3) sliding windows on right, 2 sliding windows in the front wall, and (1) sliding window & (1) set of in swing french doors left wall
- (2) sets of transom glass on each wall
- Solid "Slate" pattern knee wall panels around lower perimeter
- Insulated Roof Panel system 115mph wind & 30lbs per square foot snow load
- 7E Double-Pane insulated glass with low-e & argon high performance glass package
- Durable Premium Quality Aluminum Frame (Sandtone Color)
- Little to no maintenance, no need to worry about mold, mildew or insect infestation.
- Versatile Look and feel. Your project, your choice. Look and feel of a traditional sunroom or new modern design.
- More options to improve your view. Less obstructions and customizable ventilation.
- High Quality Glazing Materials
- Providing you with protection from mother nature when you want it. Designed to handle the harshest

Conditions.

- Simple ease of operation windows & doors that also provide you with security,
- Close & Lock...it's that simple, No additional mechanisms for locking

Classic Exteriors will carefully dismantle rear13x13 addition, haul the debris to dumpster provided, then haul away all job debris. We will then inspect foundation, and if in good shape by Bexley Building Dept standards for use by new sunroom permitted as a porch, we will proceed to build new sunroom on to existing addition foundation/concrete slab. We will then provide & install a 12' x 13 1/3' Four Seasons 230 Series Solid Gable Roof Sunroom. We will wire new sunroom for electric using existing room circuit, for a total of (3) wall outlets, (1) coach light, (1) light switch, and (1) ceiling fan. After room is complete and final inspection has passed, customer then will receive (1) PTAC heating A/C unit and provided with electrician paid by us, to run a dedicated circuit to electric panel and run to power new PTAC.

All drawings, permits, and inspections will be provided for sunroom construction and basic electric wiring of outlets and lights described above. We will supply and install LVP flooring of customers choice of up to \$3.50 per square foot. No work to back wall shelves or back wall is included in this agreement. If Bexley Building Dept does not approve existing foundation and subfloor, a change order will be provided and charged time and materials for work needed to be completed to get a passed foundation inspection of \$75.00 per man hour + plus cost of materials (receipts will be provided). Also not included are shingles. If Bexley Building Dept requires roofing shingles, we can provide and install ice guard on entire roof, flash to house, then install an Owens Corning Oakridge, entire sunroom roof is full ice & water shield, shingle color of choice for \$1,795.00 additional to the agreement.

Premium Electric Package #4	1.00	EA	\$6,500.00	\$6,500.00
Premium Electric Package #4 Includes: - (3) electric outs in sunroom, recess in wall (connecting to existing circuits from previous room) - (1) coach light & (1) switch, recess in wall (connecting to existing circuits from previous room) - (1) Celing fan run (customer to provide fan of choice) (connecting to existing circuits from previous room) - (1) PTAC Heating A/C Unit & dedicated circuit run to house panel (If room in panel we will use available. If sub panel is required due to house panel being full, an additional charge would apply for installing sub panel)				
LVP Flooring - Indoor/Outdoor Rated	1.00	EA	\$3,200.00	\$3,200.00
Supply & Install LVP flooring - Color (TBD) including quarter round molding Up to \$3.50 to choose style and color and Floor & Decor				
Large Dumpster 12 yard	2.00	EA	\$759.00	\$1,518.00
If only one is needed, we will credit back the \$759				
				\$86,022.23

Entry Door Frame-In & Install

QtyUnitPer Unit ChargePriceFrame & Install Provia Entry Door1.00EA\$5,500.00\$5,500.00

Frame, insulate, drywall, mud, tape, paint (to match as close as possible), and install wood casing on inside & outside, then supply & install:

Legacy Single Entry Door in FrameSaver Frame

42"x80" NominalSize

Unit Size:439/16"x8111/16"

Frame Depth:49/16"

2"Standard Brickmold

Left Hand Inswing - InsideLooking Out

Flush 460Style20-GaugeSmooth Steel Door

Double-Pane - Clear Glass

Snow Mist White Inside and IOutside

Hardware

All Hardware in Satin Nickel Finish

Georgian Lockset

Thumbturn Deadbolt

Frame

Snow Mist White Inside Frame

Mill Finish ZAC Auto-Adjusting Threshold (55/8"

Depth)

Satin Nickel Ball Bearing Hinges

Security Plate

\$5,500.00

Sub Total	\$91,522.23
Discount: Buckeye Local 20% Off Promo	(\$18,304.45)
TOTAL	\$73,217.78

Note:

All discounts and promotions included in final price

\$73,217.78 Sale Price

Draw Schedule:

\$20,000.00 Deposit Due Upon Signing (or Enerbank draw acceptance)

\$20,000.00 Due Upon Existing Room completley demoed and reeady for sunroom (or Enerbank draw acceptance)

\$20,000.00 Due Upon Roof & Walkls up and dried in (or Enerbank draw acceptance)

\$10,000.00 Due Upon Floor, electric, final inspection, entry door frame & install, and everything but PTAC installed & wired (or Enerbank draw acceptance)

\$3,217.78 Due Upon final completion of all work (or Enerbank final payment acceptance)

If you'd like to finance this project please go to our website and select "traditional financing" " https://classicexteriorsohio.com/financing/

Enerbank Traditional Loan

*Loans provided by EnerBank USA, Member FDIC, (1245 Brickyard Rd., Suite 600, Salt Lake City, UT 84106) on approved credit, for a limited time. Repayment term is 12 to 144 months. 8.99%-14.99% fixed APR, based on creditworthiness, subject to change. The first monthly payment will be due 30 days after the loan closes *12 month SAC promotion cannot be combined with 20% off promo, its one or the other (traditiona Enerbank financingl is OK)

Terms and Conditions

This Contract and any agreements in writing made pursuant thereto (the "Contract") is between Classic Exteriors, INC., (the "Company" or

"Contractor") and the Customer(s) named herein on the Contract. This Contract is subject to all appropriate laws, regulations, and ordinances in the State of Ohio and these Terms and Conditions.

- 1. This Contract along with these terms and conditions are composed of the Retail Construction Contract, Estimate, any Change Orders, or the Scope of Work Addendum, if applicable, and all other documents referenced in or incorporated into this Contract.
- 2. Our workmanship warranties are for 1 year, unless upgraded. Warranty not valid unless Company paid in full. The forgoing warranty is exclusive and in lieu of all other warranties, express or implied, including without limitation, any warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other warranties are hereby disclaimed and excluded. Under our workmanship warranty, Company warrants that all components are installed correctly, in accordance with industry standards. Defects in materials are covered by separate manufacturer's warranties. The Company is not responsible for any damages on or below the roof due to leaks caused by excessive winds, wind driven rain, ice, or hail during the period of the warranty. Excessive wind means 40 mph or greater. Company's warranty is nontransferable, unless otherwise agreed to by the Contractor.
- 3. WARRANTEES: Contractor shall provide a reasonable workmanship warrantee for work done within industry standards, without charge, for the period of one year from the day of completion in accordance with any manufacturer warranties to the Customer. This service shall be rendered by the Contractor between 9 am and 4 pm weekdays. Services performed after the one (1) year period or outside of the manufacturer's warranties shall be provided to the Customer at the then prevailing rate of the Contractor. An extended warranty may be available, but must be made in writing and agreed to by the Contractor. Contractor ONLY warrants work performed by the Contractor.
- 4. EXCLUSIONS TO WARRANTEES: Contractor does not warrant against concrete cracking. Contractor does not guarantee or warrant the elimination of moisture from the home and there is no warranty regarding condensation of any type. Contractor does not warrant against "Nail Pops" in drywall when a service is performed that is not directly related to drywall repair and replacement in the repaired area. Contractor does not warrant color matching to previously installed material, stucco cracking, or ANY damage by outside influences. E.g. physical abuse, impacts by foreign objects, unintended use, or acts beyond the control of the Contractor. There are expressly no other warranties expressed or implied unless in writing from Classic Exteriors, Inc.
- 5. Each Contract or Change Order is subject to approval of the Company's credit department and office without exception. This Contract and all applicable warranties shall not be assigned except by or with the written permission of the Company. Company's use of a subcontractor shall not affect Company's warranty to Customer.
- 6. Should default be made in payment of this Contract, charges shall be added from the date thereof at a rate of 1.5% per month (18% per annum), with a minimum charge of \$2.00 per month. If placed in the hands of an attorney for collection, you shall pay all attorneys' fees, costs and legal filing fees incurred.
- 7. Customer Acknowledges that a lien may be place on the property in the event of non-payment, and that the Customer is responsible for anycost in placing and/or removing the lien.
- 8. The Company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as it is normally contemplated to be covered by HOMEOWNER'S INSURANCE or BUSINESS RISK INSURANCE, unless a specified written Contract be made therefore prior to commencement of the work at your property under contract for work (the "Project."). During the duration of the Project, your homeowner's insurance will be responsible for any interior damage as long as the Company has taken appropriate action to protect the roof during the repair/replacement period. The Company is not responsible under any circumstances, warranty or otherwise, for any mold, fungi, or interior

damage caused by or resulting from mold or fungi, or the abatement of any said items.

- 9. The Customer releases the Company from any liability or cause of further damage/loss due to any attempts made to secure the property from further damage/loss, such as, but not limited to: the placement or attachment of temporary tarps to the roof to protect against further damage/loss. Company shall not be liable for failure of performances due to labor controversies, shortages, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature. Customer has a duty to mitigate any damages to their own Property.
- 10. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the Contract.
- 11. Replacement of deteriorated decking, fascia boards, and roof jacks, ventilators, flashing or other materials, UNLESS OTHERWISE STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra, on a time and material basis.
- 12. RECISSION: Contractor's right of rescission: Owner(s) agree that the Contractor shall have the right to rescind this Contract and to declare this Contract null and void if either of the following reasons occur: A) Within fourteen (45) days of the execution of this contract, Contractor or Customer is unable to obtain from a financial institution a commitment to accept and assignment of this Contract under the terms acceptable to the Contractor when specified work is completed and accepted by the Customer(s)* or B) for any reason if written notice is mailed or emailed to the Owner(s) by the Contractor prior to Customers three (3) day notice expiration. In the event of cancellation by the Contractor any down payment received by the Contractor from the Customer shall be promptly refunded.
- 13. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN MIDNIGHT OF THE 3rd BUSINESS DAY AFTER its execution, the Customer understands that Company will have lost profits and substantial time due to the breach of this Contract, and that the Customer shall be responsible either for a 30% of the total Estimated Contract price or Estimate provided to the Customer or b) Company's representatives' incurred time at an hourly rate of \$150 per hour, and shall be responsible for the retail value of any material used or ordered of the project whichever Company elects to enforce. This Contract CANNOT BE CANCELLED ONCE WORK IS COMMENCED on the project except by mutual written Contract of the Parties. The full estimated price of the project will be charged if the Customer cancels or prevents completion of a Project once commenced.
- 14. Customer may not cancel this Contract without recourse for any of the following reasons: Material or supply line shortages, labor strikes, inclement weather delays, or any other reason that is reasonably beyond the Contractors Control.
- 15. LIMITATION OF LIABILITY: THE COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY DEFAULT BY IT, WARRANTY CLAIM, LAWSUIT, CLAIM, ARBITRATION, OR ANY OTHER OCCURRENCE, SHALL BE NO MORE THAN THE ESTIMATED COST (STATED ON THE ESTIMATE), WHICH YOU AGREE SHALL BE A LIQUIDATED SUM. Our representatives are available to answer any questions about Company's maximum liability. INDEMNIFICATION: You ACKNOWLEDGE AND AGREE and hereby release, indemnify, and hold the Company (including its owners, employees, and agents) harmless from and against all other liabilities, claims, causes of action, damages, losses and expenses (including attorney's fees and costs,) including by not limited to, consequential or incidental damages, any property damage or personal injury incurred by you or any other party related to or arising out of the services rendered by the Company on the Project. This indemnification extends to all responsibilities and undertaking as set forth in this Contract and all warranty exclusions as indicated in this Contract and in the warranty provided to you by the Company.

- 16. The Company is not responsible for prior construction problems associated with your property. If pointed out to the Company, we will attempt to assist you on correcting them on a time and material basis. The Company is not responsible for any damages related to leaks from skylights unless the Company completed the skylight replacement as part of the Project. The Company will not be held responsible for slight scratching and denting of gutters, oil droplets in driveways, hairline fractures in concrete, or minor broken branches on plants, foliage, or shrubbery, or (reasonable) ruts in the green areas. Customer understands that Company is not liable for any damage caused by any third-party vendor, such as dumpster companies or material suppliers. Customer agrees that Company is not liable for any damage that may be caused by vibrations to home during installation such as fallen pictures, cracks in drywall, and/or nail pops. The Company is not responsible for sump pump back-ups or mold, and you agree to release Company from any such liability. If there are solar panels on the roof, homeowner agrees to take all necessary steps to remove, protect, and reinstall the same; under no circumstances will the Company be responsible for damage to them during the Project. Company shall not be responsible for mismatched colors in wood or other products due to variances in stain or paint colors, wood grains, drywall patterns, or material availability.
- 17. PAY PER TRADE POLICY: Customer agrees to pay in full at the completion of each trade on the project. Company reserves the right to collect payment in full per trade prior to beginning on the next trade. Company Retainage Policy: Customer agrees to pay in full at the time of completion of each contract. The maximum allowable retainage for any punch-out will be 5% of original contract price. Payments are to be made: 10% down payment AND Customer agrees to our percentage of completion billing policy. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that the Company may issue a stop work order if requested progress payment is not received.
- 18. PHOTOGRAPHY: Customer acknowledges and grans t the Contractor the right to take before and after pictures and publish them on public forums, social media, advertising, or in response to complaints on public forums, and the Contractor shall retain the rights to those images for perpetuity, whether the images are of the inside or outside of the home.
- 19. DISPUTES: Any dispute or claim, arising from this contract, brought by the Customer shall be settled through the arbitration procedure of the Columbus or Ohio Better Business Bureau. It is further understood that should the Customer prevent the Contractor from completing the work in this contract once started, the Contractor is relieved of any further obligation hereunder, and the Customer agrees to pay the Contractor all expenses incurred by the Contractor and Thirty percent (30%) of the contracted price as liquidated and agreed damages and NOT as penalty or forfeiture. Contractor may utilize the appropriate court for breach or non-payment, including ending any arbitration in favor of litigation in the appropriate court and jurisdiction.
- 20. REVIEWS: Client shall not post or cause a third party to post false negative reviews on any public forum. Customer will be responsible for attorney fees, costs, and liquidated damages in the amount of \$500 per false negative review on any public forum. By acknowledging these terms and conditions you agree to be responsible for said costs and liquidated damaged for false reviews on public forums.
- 21. The Company's failure to enforce any right under this Contract shall not be construed as a waiver of any subsequent right to enforce the same or any other right, term or condition. If any provisions of this Contract should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- 22. ANY PERSON, COMPANY, OR ENTITY 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 THEIR CONTRIBUTIONS.

23. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL and NOT part of this Contract, not relied upon by either party, and do not survive the execution (Signing) of this Contract. This Contract may not be amended, modified, or otherwise changed except by a writing executed by the Parties. If any provision of this Contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.

24. LANDSCAPING - Classic Exteriors, Inc. does not do landscaping of any kind. During the course of a major remodeling project it is possible for grass, shrubs, and flowers to be damaged. Classic Exteriors, Inc. will use best efforts to avoid any damage to landscaping, but we do not guarantee that damage will not occur. Classic Exteriors, Inc. will not be responsible for any landscaping damage.

I acknowledge this Estimate provided by Classic Exteriors, Inc., and understand that the above scope and pricing may become a contractual obligation upon agreeing that Classic Exteriors, Inc. to perform such services for the Estimated and price listed above, and that this Estimate may be incorporated as part of the Contract. I also acknowledge that Change Orders May be necessary for items that have not yet been discovered but may be necessary or optional and performed upon my approval.

ESTIMATE INTEGRATION

The Contractor agrees to delivery and installation of those items, as set out in the itemized estimate provided to the Customer, in accordance with availability from contractors, suppliers and with Contractor's own scheduling requirements.

PAYMENT

All checks are to be made payable to Classic Exteriors, Inc unless otherwise specified, the terms of the contract require final payment in cash or equivalent upon delivery of the final invoice. If the Customer has arranged financing with a third party, the Customer agrees to execute all documents required by such third-party financer. Any delinquent balance under this contract shall bear interest at the rate of one-and-one-half percent (1.5%) per month or annual rate of eighteen percent (18%) from the date such payment is due. ALL WARRANTIES HEREIN ARE NULL AND VOID AND OF NO FORCE OR EFFECT UNLESS THE CUSTOMER PERFORMS HIS OBLIGATION OF TIMELY PAYMENT. Any issue with non-payment for quality shall be arbitrated by the BBB if raise by the Customer or a court with applicable jurisdiction of raised by Seller, Classic Exteriors, Inc.

WHOLE AGREEMENT

This Contract, amendments, change orders, attached terms and conditions, and attachments, in writing, constitute the complete and entire understanding of the Parties to this Contract and no other understanding, verbal or otherwise, shall be binding upon the parties, unless agreed in writing, and signed, by both parties.

TERMS AND CONDITIONS. Further terms and conditions above are hereby incorporated into this Contract.

ESTIMATE NOTICE AND ACKNOWLEDGMENT

You have the right to an estimate of the costs of repairs or services which you are requesting.

Your bill will not be higher than the estimate by more than ten percent (10%) unless you approve a larger amount before repairs are finished. You can choose the kind of estimate you want to

receive by signing your name under one of the following choices and indicating a telephone nur	nber
where you can be reached if necessary. IN WITNESS WHEREOF the undersigned have hereunt	0
subscribed their names the day and year first written above.	
	
Company Authorized Signature	Date
Customer Signature	Date
Customer Signature	Date
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