

4311 N. Lightning Drive Appleton, Wisconsin 54913 (920) 993-1520

Contract for:

Jeremy and Elizabeth Coenen Main Rd, Hortonville All specifications to follow include supplying the products, materials and the labor to produce, construct and/or install in a good workmanship manner standard to the industry, unless otherwise specified.

Permits & Fees

- Obtain all required building permits and inspections
- ❖ Allowance: \$1,680.00
- ❖ The electrical, plumbing and heating contractors are responsible for obtaining their permits

Surveying

- ❖ Allowance: \$900.00
- ❖ To include preparation of site plan and staking of home on lot

Excavation

- Furnish and install erosion control
- Excavate basement and trench garage
- Backfill basement
- Clear stone in basement and garage
- Stone for driveway
- Rough grading
- ❖ Allowance: \$12,700.00
- ❖ If blasting for stone or additional digging to achieve bearing soil is required, there will be an added cost.
- The contractor shall not be responsible for settling of ground.

Foundation

- Concrete footings and walls per code
- ❖ Basement wall height: 9 feet
- ❖ Foundation: 2" Atlas Thermal Star
- Basement windows wells: none
- Garage wall height: 4 feet
- Dampproofing: tar
- Footing drains: 4" plastic tubing outside; 3" inside
- ❖ Allowance: \$12,881.79
- Pumping/conveying concrete: included
- If extra stone or pouring of additional concrete is required due to additional digging to achieve bearing soil, there will be an added cost.
- Waterproofing of basement or diversion of water because of springs, wells, seepage or underground drainage shall be paid by owner.

Framing

- ❖ Square footage: 2386
- Exterior walls:

2x6 house walls framed 16" O.C. w/ 2" ThermalStar LCi-SS 2x6 garage walls framed 16" O.C. w/7/16" 4x8 OSB sheathing Housewrap garage walls

Interior walls:

2x4 walls framed 16" O.C.

Flooring system:

l-joists

Load bearing walls framed 16" O.C.

Joist spacing: 16" O.C.

- Sub flooring: 23/32" T&G sheathing
- Roof trusses: 24" O.C.Roof sheathing: 1/2" OSB
- Ceilings are per plan
- Garage to basement stairs: none
- Deck: materials and installation for deck frame included, materials only included for treated decking and railing

Windows & Patio Doors

Window brand: Alliance

Window style: single hung Grilles: praire style, front only

Patio door brand: none

Exterior Doors

❖ Front door style: ThermaTru S601-LE w/1 12" S601 sidelite

Allowance: \$986.16

Exterior full view glass doors: ThermaTru S118

❖ All other exterior doors: ThermaTru S210 six panel

Deadbolts: all exterior doors

Storm door(s): none

Heating & Air Conditioning

- ❖ Furnace: American Standard 80,000 btu 95% efficient single stage, nat. gas
- Central air: Ameristar, 3 ton, 13 seer
- High performance furnace filter
- Programmable thermostat
- Gas piping for appliances: range
- Vent range fan and dryer
- Clothes chute: included

Plumbing

- Provide and install all plumbing fixtures and accessories throughout the home as bid
- Power vent water heater: 50 gallons
- Submersible sump pump with check valve
- Garage floor drains: 1
- Garage faucets: 1 hot and cold hose bib
- Lawn faucets: 2
- Water softener: \$700.00 allow included
- Allowance: \$13,562.58 (Watters Plumbing)

Electrical Wiring

- Electrical wiring per code
- Install electrical fixtures
- 200 AMP underground service
- ❖ Style of switches: toggle
- Dehumidistat control: included
- ❖ Gasketed outlet boxes in exterior walls: included
- ❖ Allowance: \$10,820.00 (Team Services)
- ❖ Additional allowance: \$1,000.00 (for overages at electrical walk through)

<u>Roofing</u>

- ❖ Install 15# felt paper, plumbing flashings, valley tins, roof edging and ridge vent
- Install CertainTeed Landmark shingles

Per square allowance: \$87.00

Concrete Flatwork

- ❖ Basement floor: 3-1/2" concrete
- 2" Atlas ThermalStar under basement floor included
- Garage floor: 5" concrete reinforced with #4 rods
- 2" Atlas ThermalStar under garage floor included
- Driveway allowance: \$3,978.00
- Patio allowance: \$1,137.50

Fireplace/chimney

❖ Allowance: none

Siding & Soffit

❖ Install Goergia Pacific D4 vinyl siding

Per square allowance: \$69.00

- ❖ Vinyl shakes: none
- Install pre-finished aluminum soffit and fascia
- ❖ Shutters: none
- ❖ Window lineal trim: front only

Gutters & Downspouts

- ❖ Install 5" pre-finished seamless aluminum gutters
- ❖ Install 2" x 3" aluminum downspouts

Masonry

- The areas on the exterior to be brick are per the plan
 - Per brick allowance: \$.60 (queen-size or larger)
- There is brick on the face of the front porch stoop
- ❖ Standard color mortar will be used. There will be an extra cost for selecting a specific color.
- ❖ Address stone: included

Insulation

- Interior ceilings: R-55 blownAir sealing package: included
- Exterior walls: wet spray Cellulose
- Interior walls (sound): none
- Garage ceilings and walls: fiberglass batt
- Basement box sills: 2-1/2" spray foam
- Vapor barrier: Certainteed Membrain walls, standard poly on insulated ceilings

Sheetrock & Plaster

- ❖ Walls: 1/2" sheetrock with 1-coat skip plaster with square corner beads
- Ceilings: 5/8" sheetrock with 1-coat skip plaster
- Garage ceilings and walls: sheetrock only
- Remaining garage walls: optional feature

Overhead Doors

Overhead doors are insulated raised-panel (steel exterior/vinyl interior)

Quantity & size: 1 - 18'x8' & 1 - 10'x8'

Windows: none

- Pitched track
- Liftmaster side mount openers: 2
- Triple-function remotes: 3
- Keyless entry

Painting & Staining

- Spray walls and ceilings, one-color
- Interior trim and doors: stained
- Front door system: woodgrain interior and exterior
- Garage to house door: woodgrain interior/paint exterior
- Remaining service door(s): paint interior and exterior

Flooring

Install floor coverings throughout the home and as quoted

Allowance: \$12,000.00 (FloorQuest)

Cabinets & Countertops

Install cabinets and laminate triple-cove countertops as quoted

Allowance: \$20,568.00 (Prestige Custom Cabinets)

<u>Appliances</u>

Builder will coordinate delivery and install of appliances if purchased as part of this contract and through an appliance supplier. If purchased outside of this contract or through a big box type retail outlet, it will be the owner's responsibility to coordinate delivery and installation.

❖ Allowance: \$3,715.94

Electrical Fixtures

❖ Builder will coordinate delivery of light fixtures if purchased as part of this contract and through a lighting specialty store. If purchased through a big box type retail outlet, it will be the owner's responsibility to coordinate delivery and returns if needed.

❖ Allowance: \$3,000.00

Interior Doors, Hardware & Trim

Interior doors: 6-panel maple
 Hardware style: satin nickel lever

❖ Casing: 2-1/4" maple❖ Base: 3-1/4" maple

❖ Stair system allowance: \$2,000.00

Utilities

The utility usage costs incurred during construction will be paid by the owner, including the cost of fuel to run generators prior to getting service.

The owner shall be responsible for any expense incurred in the extension of gas and electrical service, including electrical disconnect.

Additional Allowance Items

Mirrors: \$500.00

Shower door: \$1,800.00 Closets: \$4,634.34 Central vac: none Sound system: none Security system: none Porch system: \$1,436.76

Well drilling and pump: \$9,840.00

Septic system: **\$7,975.00** Window coverings: none

Landscaping: none

Garage flooring allow: \$5,000.00

Allowance

Amounts referred to as "allowances" are estimates and are not guaranteed. If the final costs for allowance items exceed the total allowance, the owner shall pay the difference for the additional cost. If the final costs for allowance items are less than the total allowance, the owner will receive a credit for the difference. These cost differences will be provided in change orders to be signed by the builder and the owner.

Right to Cure

Owner shall give Builder written notice of any alleged construction or design defect arising out of or relating to the Agreement, including, but not limited to, warranty items or incomplete work (the "Defect"). Said notice shall be served on Builder, via certified or registered mail, return receipt requested, within seven (7) days of Owner's discovery of the Defect. Owner shall provide Builder with reasonable access to the building and a reasonable amount of time so

Builder may, at Builder's sole option, investigate, test and/or examine the Defect. If Builder determines that the Defect is Builder's responsibility under the Agreement, then Owner shall provide Builder with reasonable access to the building and a reasonable amount of time so Builder may, at Builder's sole option, replace or repair the Defect. The replacement or repair of the Defect shall be Owner's sole and exclusive remedy for a Defect. Owner waives any and all incidental and consequential damages arising out of or relating to a Defect.

Builder shall not be liable for a Defect otherwise covered under the Agreement or obligated to reimburse Owner for the costs of replacing or repairing a Defect otherwise covered under the Agreement if Owner takes action to cure the Defect: without giving Builder the required notice of the Defect; before Builder is given a reasonable opportunity to investigate, test, and examine the Defect; or before Builder is given a reasonable opportunity to repair or replace a Defect. Similarly, Owner's commencement of litigation or arbitration against Builder for a Defect before the required notice is given, before Builder has been given a reasonable opportunity to investigate, test, and examine the Defect, and before Builder has been given a reasonable opportunity to repair or replace a Defect, shall be deemed a waiver and release of any and all claims Owner may have had against Builder for such Defect.

Owner acknowledges that they have read and up	nderstand the above as well as have been
provided with a brochure from the Wisconsin De	epartment of Commerce which explains the
Right to Cure Law.	Initials

Disputes

The following provisions apply should any dispute arise between the parties relating in any manner to this Agreement, including, but not limited to: the meaning of this Agreement; the enforceability of the Agreement; the rights or obligations of any party under this Agreement; the performance of any aspect of this Agreement or the construction work, or any disagreements regarding charges for extras or changes.

Mediation

If either the Owner or Builder requests, in writing, that a dispute be resolved by mediation, the other party must proceed to mediate the dispute(s). If mediation is requested, the mediation shall be conducted by the Valley Home Builders Association Mediation Process. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute(s) through the mediation process. The parties agree that they will abide by the Valley Home Builders Association Mediation Process. Proceeding to mediation does not waive or affect the obligation of the parties to resolve their dispute(s) by arbitration in the event mediation is not successful.

Arbitration

Any dispute which is either not referred to mediation or is not resolved through mediation (other than enforcement of any insured warranty plan), shall be resolved by arbitration. The arbitration shall be conducted by Valley Home Builders Construction Arbitration Board under the rules then in effect. The decision of the arbitrator(s) shall be final and binding and may be enforced by any party in a court of competent jurisdiction in accordance with provisions of the Wisconsin Arbitration Act. Disputes arising under any warranty given in connection with the agreement shall be settled in accordance with the claims procedures and disputes settlement

mechanism provided in that warranty, if any. The filing of the lien claim shall not be considered an election by the Builder to waive its rights under this provision. [The decision of the arbitrators shall be binding, final and may be enforced in accordance with the applicable provision of Chapter 788 of the Wisconsin Statutes.]

Copyright Notice

Buyer represents and warrants to Builder that the plans, specifications, drawings and/or blueprints submitted to Builder by Buyer for use in constructing the residence that is the subject of this Contract are either owned by the Buyer or have been properly obtained by the Buyer for use by the Builder. Buyer agrees to indemnify, defend and hold harmless the Builder, its officers, owners and employees from and against any and all claims, debts, obligations, costs, expenses and reasonable attorney fees arising out of or in any way related to any third-party claims relating to said materials or their use, including, but not limited to, copyright infringement, unfair competition and unjust enrichment.

The Builder has the right to re-use all plans for future builds. Buyer gives Builder permission to take photos during construction and after completion for use in advertising and slideshows.

Construction Completion

Construction shall be completed within one hundred fifty (150) days after the start of the walls being framed, subject to reasonable delays including, but not limited to, shortage of labor and materials, strikes, vandalism, theft, fire, weather conditions and back orders of special orders for materials. There could also be delays if the owner does not finalize selections in a timely manner or makes changes during construction that affect the job schedule.

The owner is aware that the builder only <u>rough</u> grades after construction. The owner hereby accepts responsibility for contacting the governing municipality regarding the final grade, prior to fine grading and installing a lawn.

The final cleaning of the interior of the home, including the windows, will be done by a cleaning service hired by the builder.

Erosion Control

It is the owner's responsibility to maintain the erosion control according to the local municipality and county standards until the vegetation is in place. Any penalties or fines received by builder after the move in date due to lack of proper erosion control will be passed on the owner.

Financial Commitment

Prior to excavation, Schmidt Bros. Custom Homes, Inc., must be in receipt of financial commitment from owner's lender. In the event there will not be a lender involved, contractor needs proof of availability of funds to pay for the amount contracted.

Insurance

The owner is responsible for Builder's Risk Insurance, naming Schmidt Bros. Custom Homes, Inc. as an additional insured and loss payee in the amount of the contract price.

Lien Law Rights

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, THE OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO OWNER'S MORTGAGE LENDER, IF ANY. THE CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Contract Changes

If construction is to start thirty (30) days or more after the date this contract is drafted, the contractor reserves the right to obtain revised estimates from the subcontractors and suppliers prior to excavation. (The reason for this is due to the changes in material costs at various times of the year.) The contractor will then notify the buyer in writing of the adjustment to the contract price, if any, and such written notification will become a part of the contract. The owner must notify his mortgage lender, if any, of the adjustment to the contract price.

Any changes to be made after the contract is signed must be communicated directly to the contractor. No changes are to be negotiated with subcontractors hired by the contractor. The cost for these changes shall be added to or deducted from the contract price by way of a change order, which must be signed by both the contractor and the owner. Any changes that result in an increase to the contract price will be charged a mark-up of 10 percent (10%). The owner must notify their mortgage lender, if any, of the changes to the contract price.

Construction Draws

The owner will be notified when a construction draw is ready. The owner must sign and return the draw to the contractor's office within five (5) days of notification. If the owner fails to do so, the construction process will stop until the draw is signed and returned. Since the subcontractors will have to be rescheduled for a later date, there could be a delay in the construction process. Because of this, the construction is not guaranteed to be completed within one hundred fifty (150) days.

In the event the amount requested for each dra	w is not paid in full due to a shortage in funds.
the owner will be charged seven percent (7%) o	
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Radon

The builder is hereby notifying the owner that there is the possibility of radon gas. The contractor will install an Active Dampness & Radon Control System. This system continuously draws moisture, soil gases and radon out of the house.

Home Warranty

The contractor provides a warranty for a period of one (1) year from the walk through date. The warranty shall cover any material defect in labor, materials or equipment (except equipment or appliances which are covered by a manufacturer's warranty, which shall be transferred to the owner). All items subject to warranty shall be repaired or replaced by the contractor or the subcontractor within a reasonable time.

If the owner requests a subcontractor not used by the contractor, the contractor will not be responsible for workmanship or defects. The owner will be required to deal directly with that subcontractor to resolve any problems that occur.

We adhere to the National Home Builders Industry Standards in regards to cracks in concrete walls, floors, walks and driveways. Cracks that exceed these standards are covered under this warranty. Absolutely no salt or de-icing products containing magnesium chloride should be used on driveways or walks because they will cause the concrete to pit.

The contractor discourages washing the exterior of the home with any kind of detergent since it will deteriorate the house wrap, and therefore, will not warranty any problems that occur as a result.

The contractor's warranty shall not include the settling of ground, including sewer and water trenches. It is the homeowner's responsibility to maintain the grade around the home for proper drainage.

Agreement Amount

The owner agrees to pay for the performance of this agreement the sum of: \$348,500.00 Construction will be in accordance with the plan drawn by Jeff Hibbard and dated 7/14/15.

Drafted this 8th day of September, 2	015.	
Schmidt Bros. Custom Homes, Inc.	Jeremy Coenen	Date
Edward A. Schmidt Date President	Elizabeth Coenen	Date