

1. **Changes to Contract.** Any alteration or deviation from the Contract specifications will be performed only upon a written change order resulting in an extra charge beyond the Contract price. Alteration or deviation includes hidden damages that are uncovered during the course of the job and additional work.
2. **In the event this contract was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06,** you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this contract is binding when signed by you and by us.

3. **Warranty Rights.** In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty provided pursuant to Minnesota Statutes Chapter 327A which may also apply. We hereby disclaim all warranties, express or implied, contract claims, negligence claims, and all other claims for which you have not provided us with written or actual notice **within six months** from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.

We are not responsible for ice dams that build on your roof during the winter and that may cause interior leakage. Nor are we responsible for condensation or frost that builds up in your attic or wall cavities in the cold season and that cause interior leakage appearing as a roof leak. Neither of these conditions has to do with workmanship defects in your roofing system, and they are not warrantable items. Both of these conditions are the result of excess heat loss from the interior of your home into the attic or walls cavities of your home. Any and all service calls that prove to be the result of either or both of these aforementioned conditions will result in a service charge of \$85.00 to which you agree to pay.

4. **Dumpsters, Equipment, and Debris Removal.** Our performance may require the installation and removal of dumpsters, delivery trucks, workers' vehicles, construction equipment and vehicles onto your property. These events may cause damage to your property due to weight or movement, damage from which you hold us harmless. We take reasonable effort to remove construction debris; however, some debris may remain; damage from which you hold us harmless.
5. **Collection Costs/ Venue.** You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owing under this Contract. Such cost shall include reasonable attorney's fees, costs, and disbursements incurred in pursuing collection. Disputes relating to this Contract shall be heard by a court of competent jurisdiction in the county that said property is located.
6. **Events Beyond Our Control and Exclusions.** Performance under this Contract is contingent upon strikes, accidents or other delays beyond our control. The price of this Contract does not include material or labor price increases arising because of unforeseen problems arising after work has begun. This proposal does not include any governmental permit, service or access charges. We may substitute similar materials if specified materials are unavailable. While we make every effort to clean up our work-site, some debris may remain after project completion. You agree to remove and protect any personal property in or near working area, including without limitation, shrubs, flowers, wall hangings, and other valuables. You agree to hold us harmless from mold, fungus, or biological material damages as set forth on the accompanying Mold Notice and Waiver.
7. **Access.** Electric, water, and other utilities shall be furnished by you at your expense. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep drive-ways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. We shall not be expected to keep gates and doors closed.
8. **Insurance.** Prior to construction, you shall have in place insurance to cover the finished cost of improvements.
9. **Cancellation.** If you cancel this Contract without legal right to do so prior to our start of work, we will be entitled as liquidated damages to our actual costs incurred including any restocking charges plus the greater of 30% of the Contract price for \$500.00. After work has been started, we shall be entitled to the full contract price.
10. **Ice and Water Shield.** After removing the shingles and ice and water in an area, there may be ice and water and shingles that cannot be completely removed. We will install a new layer of ice and water over this. At times, this can cause rigidity in the roof line. You agree to hold us harmless for this pre-existing condition unless you choose to have the substrate replaced at an additional cost.