

SIMPLY



ADDITIONS

Toll Free: 1-877-Simply-1 Local: 860-436-2752

75 Rockwell Rd - Newington, CT

Formulas For Perfect Homes

This is a contract to build another great home addition, this time for:

Customer	Dave Thomas	Proposed Start Date	April 14, 2009
Address	75 Rockwell Rd, Newington CT	Estimated Project Duration	75 Days

We propose to furnish all materials and perform all labor necessary to complete the following.

Simply Additions will build a rear addition at **75 Rockwell Rd, Newington CT** The addition will be built to the specifications on the construction plans and this Contract.



Owners Initials _____

Site Work

- Disconnection of the well and the well water supply line into the house
- Disconnection of the septic tank and its waste pipe from the house
- Removal of the Septic tank
- Connection to the existing city water and sewer service in the street. All necessary permits and fees included to provide installation into a public road. Sewer assessment tax to be paid by homeowner

Demolition

- Demolition of the 1 story rear structure currently used as a dining and kitchen area.
- Demolition of the foundation used for the kitchen and dining area.



Foundation

- A 24' by 30'-8" crawl space foundation will be created to support the new addition.
- The depth of the crawlspace will be 30"-36" inches
- During excavation, all dirt removed for the new foundation will be left on site.
- Existing dirt will be used to level existing yard

Rough Carpentry

All framing will be constructed according to the plans. The addition's framing will meet or exceed local and federal requirements and codes. The materials will be selected by Simply Additions and will meet or exceed all local structural requirements and codes.

- All exterior walls will be framed using 2" by 6" studs and 1/2" OSB sheathing.
- Floors will be framed using 2" by 8" joists and 3/4" tongue and groove plywood.
- Roofing will be framed using 2" by 8" lumber and gable trusses with 1/2" plywood.

Roofing

New Roof: The new addition and the existing house will be roofed using the materials listed below. The Shingles of the existing roof will be stripped down to the plywood or board. If any plywood or board on the existing roof is damaged due to water. The homeowner may at an additional cost have the plywood replaced

- 30 year architectural shingles.
- 15lb felt paper.
- Water ice barrier.
- F5 aluminum drip edge.

Owners Initials _____

Siding

- The existing siding will be removed and **recycled**.
- New vinyl siding will be installed on the addition and the existing house.
- New gutters and down spouts will be installed on the addition and garage.

Exterior Doors

- (1) Insulated sliding glass patio door (Harvey Door)
- (1) Side entry door (Harvey Door)

Windows

Note: All windows are Harvey brand, with *argon gas insulation* and *low e coating*.
The positioning and quantity of the new windows are shown on the construction plans
The existing windows will be replaced. The sizing of the windows will be field measured to fit the existing openings.

- (10) New construction double hung windows
- (10) Replacement double hung windows

- ENERGY STAR qualified with optional Low-E glazing (add Argon gas for added energy efficiency)
- Factory calibrated block & tackle sash balances never need adjustment or lubrication
- Ventilation limit latches that keep top or bottom sash partially open
- Locking fiberglass half screen
- Color-matched hardware



Owners Initials _____

Interior Finishes

Interior Doors

Note: All doors include standard brass interior hinges and door knobs.

- (4) Paneled hollow core doors (Primed)
- (3) Pairs of bi-fold doors

Master Bedroom

- R-19 insulation on all exterior walls.
- ½" sheetrock on all walls and ceilings with primer coat.
- Windows casing around the windows (2 ¼" paint grade door and window trim).
- Door casing around all doors (2 ¼" paint grade door and window trim).
- Baseboard trim *where walls meet flooring* (3-1/2" paint grade baseboard trim).
- Carpet flooring

Second Bedroom

- R-19 insulation on all exterior walls.
- ½" sheetrock on all walls and ceilings with primer coat.
- Windows casing around the windows (2 ¼" paint grade door and window trim).
- Door casing around all doors (2 ¼" paint grade door and window trim).
- Baseboard trim *where walls meet flooring* (3-1/2" paint grade baseboard time).
- Carpet flooring

Closets

- R-19 insulation on all exterior walls.
- ½" sheetrock on all walls and ceilings with primer coat.
- Door casing around all doors (2 ¼" paint grade door and window trim).
- Baseboard trim *where walls meet flooring* (3-1/2" paint grade baseboard time).
- Carpet flooring

Owners Initials _____

Bathroom

- Stand up shower with glass door.
- Tile flooring.
- Toilette.
- Double vanity.
- 2 Bathroom sink faucets.
- Installation of customer supplied corner jacuzzi tub
- Shower faucet.
- Hot and Cold supply lines to the fixtures listed in the bathroom section. (Toilette will only have a cold water supply line. All drainage and vent pipes required for the fixtures are included.)
- ½" sheetrock on all walls and ceiling with primer coat.
- Baseboard trim *where walls meet flooring* and are not blocked by cabinetry (3 ¼" paint grade baseboard trim)
- Ceramic Tile flooring

Family Room

- R-19 insulation on all exterior walls.
- ½" sheetrock on all walls and ceilings with primer coat.
- Windows casing around the windows (2 ¼" paint grade door and window trim).
- Door casing around all doors (2 ¼" paint grade door and window trim).
- Baseboard trim *where walls meet flooring* (3-1/2" paint grade baseboard trim).
- Carpet flooring

Dining Room

- R-19 insulation on all exterior walls.
- ½" sheetrock on all walls and ceilings with primer coat.
- Windows casing around the windows (2 ¼" paint grade door and window trim).
- Door casing around all doors (2 ¼" paint grade door and window trim).
- Baseboard trim *where walls meet flooring* (3-1/2" paint grade baseboard trim).
- Carpet flooring

Laundry Room

- R-19 insulation on all exterior walls.
- ½" sheetrock on all walls and ceilings with primer coat.
- Door casing around all doors (2 ¼" paint grade door and window trim).
- Baseboard trim *where walls meet flooring* (3-1/2" paint grade baseboard trim).
- Ceramic Tile flooring
- Hot and Cold supply lines to the washing machine. (All drainage and vent pipes required for the fixtures are included.)

Owners Initials _____

HVAC

Replace existing furnace with a Boyertown REL-750 lowboy furnace with a true efficiency rating of 85.9% and add an A/C unit with outdoor condenser. Run new duct work to the addition, modify existing ductwork (wrap all existing duct work with insulation where needed and add returns where/if needed in existing home).

The design and layout of the duct work including supply and return vents will be determined by our HVAC contractor



COPY



WARM AIR FURNACES



- **Efficiencies up to 85.9%**
- Durable Powder Coat Paint • Enclosed Vestibule
- Accessible Clean-out Ports
- All Units Have 4 Speed Direct Drive Motors & Are Factory Wired for AC
- Standard Controls • Beckett, Carlin, Riello Burners
- High Boy & Low Boy Configurations
- Rugged Wood Crating
- Efficiencies up to 85.9%
- Limited Lifetime Warranty on Heat Exchanger



Above, ceramic fiber combustion chamber.
At left, 10 gauge primary and 14 gauge secondary heat exchanger lined with 18 SR.

Furnace Specifications												
MODEL	Low Boy ¹						High Boy					
	REL-750			REL-1000			REH-750			REH-1000		
B.T.U.H. Input	85,000	105,000	120,000	140,000	175,000	85,000	105,000	120,000	140,000	175,000	85,000	105,000
B.T.U.H. Output	70,000	85,000	95,000	115,000	140,000	70,000	85,000	95,000	115,000	140,000	70,000	85,000
Nozzle Beckett AFG ²	.60 80"A	.75 80"B	.85 80"B	1.00 80"B	1.25 80"B	.60 80"A	.75 80"B	.85 80"B	1.00 80"B	1.25 80"B	.60 80"A	.75 80"B
Nozzle Riello 40 Series ³	.50 60"A	.60 60"A	.65 60"A	.85 80"B	1.00 80"B	.50 60"A	.60 60"A	.65 60"A	.85 80"B	1.00 80"B	.50 60"A	.60 60"A
Nozzle Carlin EZ-1 ²	.60 70"A	.75 70"A	.85 70"A	1.00 60"SS	1.25 60"SS	.60 70"A	.75 70"A	.85 70"A	1.00 60"SS	1.25 60"SS	.60 70"A	.75 70"A
Flue Size (inches)	6	6	6	6	6	6	6	6	6	6	6	6
AFUE Seasonal Efficiency	85.9%	85.4%	85.0%	85.0%	84.2%	85.9%	85.4%	85.0%	85.0%	82.3%	85.9%	85.4%
Filter Size	(2) 16 x 20	(2) 16 x 20	(2) 16 x 20	(2) - 16 x 20	(2) - 16 x 20	16 x 25	16 x 25	16 x 25	16 x 25	16 x 25	16 x 25	16 x 25
Blower Size	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T	100-10T
Blower Motor	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd	3/4 4 Spd
Static Press. In. W.C.	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5	0.2 0.5
CFM Hi Speed	1903	1661	1903	1661	1903	1661	1903	1661	1903	1661	1903	1661
CFM Med Hi Speed	1711	1485	1711	1485	1711	1485	1711	1485	1711	1485	1711	1485
CFM Med Lo Speed	1547	1355	1547	1355	1547	1355	1547	1355	1547	1355	1547	1355
CFM Lo Speed	1399	1227	1399	N/R	1399	N/R	1399	N/R	1399	N/R	1399	N/R
Shipping Wt.	323	323	323	362	362	298	298	298	347	347	298	298

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Electrical

Note: Simply Additions' electrician will determine the amount of wall outlets (duplex style). The amount of wall outlets (duplex style) is based on the sizes of the rooms and locations of the windows and doors. Simply Additions will install the outlets in accordance with local and federal building codes. These codes determine the amount and the location of the wall outlets (duplex style).

Room	Quantity	Description
Bedrooms	3	Junction Box for light fixture
	4	Light switch.
	1	Telephone jack.
	2	Cable jack.
	2	Smoke detector
Family/Dining	4	Junction Box for light fixture
	4	Light switches.
	1	Telephone jack.
Bathroom	1	Vanity light bar (Customer will provide).
	3	Light switches.
	1	Bath vent with light.
	1	Recessed light with standard white trim.
Outdoor Lighting	2	Outdoor flood lights with motion sensors.
	2	GFCI
Laundry	1	220 volt dryer connection
Basement	1	Upgrade panel to 200 amps

All light fixtures will be supplied by the homeowner, Simply Additions will install them.

Plumbing

Simply Additions will supply plumbing to all fixtures listed within this Contract according to local and federal requirements and codes. PEX piping will be used for the water supply lines. Positioning and the system layout of the plumbing fixtures will be installed according to the plans provided by Simply Additions.

- In this Contract, it is assumed that the drainage system in the existing house is sufficient to handle the drainage requirements of the new bathroom.
- In this Contract, it is assumed that the water supply system in the existing house is sufficient to handle the water supply to the new addition.
- If any of the existing plumbing systems cannot support the new fixtures, then additional work will be required to bring the whole plumbing system up to code. Any additional work will be considered a change order.
- 1 Frost proof hose bib

Note: All plumbing fixtures include materials needed for installation; these materials include fasteners, adhesives, caulk, and sealants. They will be assembled and installed in accordance with local and federal codes.

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Notes and Qualifications

- Any work not listed in this Contract will be considered a change order.
- Interior trim to be mixed species or synthetic, suitable for painting.
- Detail on new panel doors may not match existing.
- Customer will paint

Allowance List

Note: All allowances are for the material only. The installation labor has been factored into the overall cost of the project (unless noted otherwise).

Fiberglass Shower with door	\$1500
Toilette	\$250
Vanity cabinet with sink	\$500
Faucets	\$550
Carpet allowance	\$2.00 per square foot
Tile for bathroom floor	\$5.00 per square foot
Entry Door Allowance	\$1500

Payment Schedule

Payment for permit and plans	\$5,000 Paid
Down payment upon contract signing	\$22,000
Payment upon completion of water and sewer tie-in	\$25,000
Payment upon substantial completion of foundation	\$25,000
Payment upon substantial completion of framing	\$25,000
Payment upon installation of rough plumbing, rough electrical, rough heating	\$30,000
Payment upon installation of drywall and insulation	\$30,000
Payment upon installation of flooring and trim	\$15,000
Payment upon full completion	\$2,837

Total cost for project \$179,837.00

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The final payment of the Contract is to be paid within 7 days after substantial completion and acceptance by the Owner.

You have entered into a transaction on _____, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction. If you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all-material disclosure required under the Truth in Lending Act have been given to you. If so cancel the transaction, any lien, mortgage or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying.

**Simply Additions
75 Rockwell Road
Newington, CT 06111
(860) 436-2752**

Attention: Contract Cancelled

By mail or fax sent no later than midnight of _____. You may also use any other form of written notice identifying the transaction if it is delivered to the above address or fax number no later than that time. This notice may be used for this purpose by dating and signing below. I hereby cancel this transaction.

(Do not sign unless you are canceling this Contract)

Customers Signature

Date

Effect of rescission. When an owner exercises his right to rescind under paragraph (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice rescission, the creditor shall return to the owner any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the owner shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the owner, at the option of the owner. If the creditor does not take possession of the property within 10 days after tender by the customer, ownership of the property vests in the customer without obligation on his/her part to pay for it.

“YOU, THE BUYER, 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 OFF THIS RIGHT.”

You are hereby authorized to furnish all materials and labor required to complete the work according to the plans, job specifications and terms and conditions on this proposal, for which we agree to pay the amounts itemized in the payment schedule.

Owner _____

Date _____

Accepted by Simply Additions _____

Date _____

Project manager

Owners Initials _____

1. Simply Additions is not responsible for acquiring a plot plan if it is required by your Public Authority.

2. Simply Additions shall pay all bills for materials and labor arising out of the actual construction of the structure. The Owner will not be responsible for any liens or claims for labor or materials used to construct the structure; the only lien or claim that the Owner will be responsible for is if the Owner failed to pay Simply Additions and the structure was constructed.

3. No payment under this contract shall be interpreted as an acceptance of any work done up to the time of such payment, except those items that are clearly evident to anyone not experienced in construction work(ex. Poured foundation). The entire work is to be subject to the inspection and approval of the inspector for the Public Authority at the time when Simply Additions claims the work has been completed. At the completion of the work, acceptance by the Public Authority shall entitle Simply Additions to receive all progress payments in accordance with the Simply Additions payment schedule.

4. The construction plans and this Contract's job specification are intended to supplement each other. The work performed can only be accomplished by using both documents (Construction plans and this Contract) as a guide to building the structure. In the event that any conflict exists between any estimated costs of construction and the terms of this Contract, this Contract shall be controlling. Simply Additions may substitute materials that are equal in quality to those specified if Simply Additions deems it is advisable to do so. All dimensions and designations on the plans or job specification are subject to adjustment as required by job conditions. **Definition of substituted materials-** *brand new materials of different brands or different material composition that are the same in quality and appearance that can be used as substitutes of each other.* Example: MDF (medium density fiberboard) trim and FJP (finger jointed pine) trim are exactly the same in appearance and quality. Both may be used for trimming one room, or only one type for a room. All adjustments and substituted materials will be approved by owner before action is taken by Simply Additions.

5. Owner agrees to pay Simply Additions its normal selling price for all additions, alterations, or deviations. No additional work shall be done without the prior written authorization of Owner. Any such authorization shall be on a change-order form, approved by both parties, which shall become a part of this Contract. Where such additional work is added to this Contract, it is agreed that all terms and conditions of this Contract shall apply equally to such additional work. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of inspecting Public Authorities shall be considered additional work to be paid for by Owner as additional work.

6. Simply Additions shall not be responsible for any damage occasioned by the Owner or Owner's agent, Acts of God, earthquake, or other causes beyond the control of Simply Additions, unless otherwise provided or unless Simply Additions is obligated to provide insurance against such hazards. In the event, the Owner authorizes access through adjacent properties for Simply Additions use during construction. The Owner is required to obtain permission from the owner(s) of the adjacent properties. Owner agrees to be responsible and to hold Simply Additions harmless and accept any risks resulting from access through adjacent properties.

Owners Initials _____

7. The time during which Simply Additions is delayed in this work by (a) the acts of Owner or his agents or employees or those claiming under agreement with or grant from Owner, including any notice to the Lien Holder to withhold progress payments, or by (b) any acts or delays occasioned by the, Mortgage Holder, or by (c) the Acts of God which Simply Additions could not have reasonably foreseen and provided against, or by (d) stormy or inclement weather which necessarily delays the work, or by (e) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Simply Additions and which Simply Additions cannot reasonably overcome, or by (f) extra work requested by the Owner, or by (g) failure of Owner to promptly pay for any extra work as authorized, shall be added to the time for completion by a fair and reasonable allowance. Should work be stopped for more than 30 days by items (a),(b) or (g) above, Simply Additions may terminate this Contract and collect for all work completed plus 10% profit.

8. Simply Additions shall at their own expense carry all workers' compensation insurance and public liability insurance necessary for the full protection of Simply Additions and Owner during the progress of the work. Certificates of insurance shall be filed with Owner and Lien Holder if Owner and Lien Holder require them. Owner agrees to obtain at his own expense, prior to the commencement of any work, fire insurance before construction begins. All physical loss and vandalism and malicious mischief clauses attached in a sum equal to the total cost of the improvements. Such insurance shall be written to protect the Owner and Simply Additions, and Lien Holder, as their interests may appear. Should Owner fail so to do, Simply Additions may procure such insurance, as agent for Owner, but is not required to do so, and Owner agrees in demand to reimburse Simply Additions in cash for the cost thereof.

9. Where materials are to be matched, Simply Additions shall make every reasonable effort to do so using standard materials, but does not guarantee a perfect match.

10. Owner agrees to sign and file for record within five days after substantial completion and acceptance of work a notice of completion. Simply Additions agrees upon receipt of final payment to release the property from any and all claims that may have accrued by reason of the construction.

11. Any controversy or claim arising out of or relating to this Contract shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators) may be entered in any Court having jurisdiction.

12. Should either party bring suit in court to enforce the terms of this agreement, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party plus interest at the legal rate.

13. Unless otherwise specified, the contract price is based upon the Owner's representation that there are no conditions preventing Simply Additions from proceeding with usual construction procedures and that all existing electrical and plumbing facilities are capable of carrying the extra load caused by the work to be performed by Simply Additions. Any electrical meter charges required by Public Authorities or utility companies are not included in the price of this Contract, unless included in the job specifications in this Contract. If existing conditions are not as represented, thereby necessitating additional plumbing, electrical, or other work, these shall be paid for by Owner as additional work.

Owners Initials _____

14. The Owner is solely responsible for providing Simply Additions prior to the commencing of construction with any water and electricity. Simply Additions will not be responsible for an increase in utility costs during construction.

15. Simply Additions shall not be responsible for damage to existing walks, curbs, driveways, cesspools, septic tanks, sewer lines, water or gas lines, arches, shrubs, lawn, trees, clotheslines, telephone and electric lines, etc., by Simply Additions, a subcontractor, or a supplier incurred in the performance of work or in the delivery of materials for the job. This is based on any condition that Simply Additions cannot control. Examples include underground utilities that are not on a plot plan, or in the town records and Simply Additions has no way of knowing its true position. Examples of driveway damage: the dumpster's weight, or delivery truck creates impressions in the driveway, or the rollers or tires leave impressions. This type of driveway damage is not foreseeable, each driveway reacts differently to weight depending on the thickness of the pavement, stone base underneath the pavement, the pliability of the pavement and how it reacts to hot atmospheric temperatures. Simply Additions is only responsible for damage due to direct negligence Examples: contractor drops lumber on driveway off of delivery truck and damages driveway, lawn, shrubs etc. Owner hereby warrants and represents that he shall be solely responsible for the condition of the building with respect to moisture, drainage, slippage and sinking or any other condition that may exist over which Simply Additions has no control and subsequently results in damage to the building.

16. The Owner is solely responsible for the location of all lot lines and shall if requested; identify all corner posts of his lot for Simply Additions. If any doubt exists as to the location of lot lines, the Owner shall at his own cost, order and pay for a survey. If the Owner wrongly identifies the location of the lot lines of the property, any changes required by Simply Additions shall be at Owner's expense. This cost shall be paid by Owner to Simply Additions in cash prior to continuation of work.

17. Simply Additions has the right to subcontract any part, or all, of the work agreed to be performed.

18. Home Owner agrees to ensure that the work area is clear of **family pets** and **children**, Simply Additions or the contractors insurance is not liable for injury to anyone who is not directly working physically with Simply Additions. The work area is defined as the area that is being modified by Simply Additions. If Owner enters the work area without the Project Manager, they enter at their own risk. **Children and pets should never enter the work area.**

19. Simply Additions shall not be responsible for any damages occasioned by plumbing leaks unless water service is connected to the plumbing facilities prior to the time of rough inspection.

20. Title to equipment and materials purchased shall pass to the Owner upon delivery to the job. The risk of loss or damage of the said materials and equipment shall be the Owner complete responsibility.

21. Owner hereby grants to Simply Additions the right to display signs and advertise at the job site.

22. Simply Additions shall have the right to stop work and keep the job idle if payments are not made to Simply Additions when due. If any payments are not made to Simply Additions when due, Owner shall pay to Simply Additions **an additional charge of 10% of the amount of such payment.** If the work shall be stopped by the Owner for a period of sixty days, then Simply Additions may, at Contractor's option, upon five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including a

Owners Initials _____

profit of 10% of the contract price. In the event of work stoppage for any reason, Owner shall provide for protection of, and be responsible for any damage, warpage, racking, or loss of material on the premises including materials already used to construct part of the structure.

23. Within ten days after execution of this Contract, Simply Additions shall have the right to cancel this Contract should it be determined that there is any uncertainty that all payments due under this Contract will be made when due or that any error has been made in computing the cost of completing the work.

24. This agreement constitutes the entire Contract and the parties are not bound by oral expression or representation by any party or agent of either party.

25. The price quoted for completion of the structure is subject to change to the extent of any difference in the cost of labor and material as of the date and the actual cost to Simply Additions at the time materials are purchased and work is done. Slight increases in material and labor costs during the project will not be transferred to the owner. Only in situations where the cost of material jumps significantly due to a major catastrophic event, strike, or any other event that Simply Additions cannot control may the owner incur an addition charge. (examples include but are not limited to: hurricanes, earthquakes, transportation and delivery union strikes etc....)

26. Simply Additions is not responsible for labor or materials furnished by Owner or anyone working under the direction of the Owner and any loss or additional work that results there from shall be the responsibility of the Owner. Removal or use of equipment or materials not furnished by Simply Additions is at Owner's risk, and Simply Additions will not be responsible for the condition and operation of these items, or service for them. Simply Additions will not be responsible for managing, directing, or coordination of subcontractors, or others employed by the owner during the duration of Simply Additions' active involvement in the project.

27. No action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort, or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment, or misrepresentation.

28. All taxes and special assessments levied against the property shall be paid by the Owner.

29. Simply Additions agrees to complete the work in a substantial and workmanlike manner but is not responsible for failures or defects that result from work done by others prior, at the time of or subsequent to work done under this agreement.

30. Simply Additions provides a 10 year structural warranty and a 2 year warranty on systems, materials, and workmanship.

31. Simply Additions agrees to perform this Contract in conformity with accepted industry practices and commercially accepted tolerances. Any claim for adjustment shall not be construed as reason to delay payment of the purchase price as shown on the payment schedule. The manufacturers' specifications are the final authority on questions about any factory-produced item. Exposed interior surfaces, except factory finished items, will not be covered, or finished unless otherwise specified herein. Any specially designed, custom built or special ordered item may not be changed or cancelled after five days from the acceptance of this Contract by Simply Additions.

Owners Initials _____

32. If the owner asks for additional work that may delay payment installments on the payment schedule, *Simply Additions will require payments to be made regardless of the payment schedule's terms.*

Example: *Addition is 80% framed and Customer asks to add four new windows not in the original contract. Because the lead time on four new windows is 3 weeks, Simply Additions must wait for the windows to be delivered in order to complete framing and siding on the walls where the windows will be installed. Simply Additions will determine the amount of payment needed while waiting for the windows. Simply Additions will collect payment for the framing phase even though it is not 100% complete.*

33. Substantial completion is defined when the majority of the work has been completed.

Example: *Garage foundation has been poured and back filled. Although the garage floor has not been poured, Simply Additions can ask for the (upon substantial completion of foundation). The garage can be framed, roofed and sided without the actual floor in place. Depending on the soil, sometimes the garage floor will be delayed so that the soil in the garage can settle to prevent shifting and cracking of the concrete floor.*

34. No dirt, top soil, or fill is included in the contract unless it is stated in the site work section of this contract. All soil that is excavated from the jobsite will be used as fill or top soil. If the excavated soil is unusable (if it is clay or it has too many rocks or any other reason) for backfill or topsoil, then suitable material will need to be trucked in at an additional cost to the customer.

35. Once the job is fully completed the final payment is due within 7 days of the official completion date. The final payment will incur a monthly late fee of 5% if not received after thirty days of final completion. If no payment is received after 25 days of final completion then Simply Additions will have the right to execute a lien on the property named in this contract.

36. Simply additions will not collect the final payment until the full satisfaction of the customer has been met. Simply additions will supply the customer with a full satisfaction form which will be used as an agreement to release the final payment.

DOWN

Owners Initials _____