

TERMS AND CONDITIONS:

- (1) This Contract acts as a bid until executed by all parties and is subject to approval by the management of Barrett Construction.
- (2) This Contract constitutes the entire understanding of the parties and no other understanding, collateral or otherwise shall be binding, unless in writing and signed by both parties. Any representations, or other communications not written in this Contract are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this Contract. No sales person of Barrett Construction has any authority to make oral or written agreements or representations that modify, add to or change the terms and conditions of this Contract.
- (3) Replacement of deteriorated decking, fascia boards, job site jacks, ventilators, flashing and other materials, unless otherwise stated in this Contract, is not included and any additional work will be agreed upon in advance and evidenced by a work order signed by both parties. Any leftover material is the property of Barrett Construction, unless agreed to in advance between the parties.
- (4) If material has to be reordered or restocked due to a cancellation or delay by the Customer, Customer agrees to pay a restocking fee equal to fifteen percent (15%) of the Contract price.
- (5) Barrett Construction provides a limited two-year labor warranty on its services. This warranty is limited to defects in workmanship and Customer's sole remedy shall be to allow Barrett Construction to repair any defective workmanship. This warranty is non-transferable and does not cover damage to job sites caused by lightning, winds (50 mph or higher), hurricane, tornado, hailstorm, impact of foreign objects or objects of other violent storm or casualty, or damage due to settlement, distortion, failure or cracking of the job site deck, walls or foundation of the building. Customer acknowledges and agrees that except as specifically set forth in this paragraph, Barrett Construction is giving no other warranties, express or implied. Any and all implied warranties are expressly disclaimed to the fullest extent permitted by applicable law.
- (6) If you have a complaint concerning a defect arising from the performance of this Contract and the defect has not been corrected through normal warranty service, you must provide written notice by certified mail, return receipt requested to Barrett Construction, not later than the 60th day before the date you file suit. The notice must describe the construction defect with particularity. Upon request by Barrett Construction, you must provide Barrett Construction with an opportunity to inspect and cure the defect.
- (7) All manufacturer's warranties on the job site product shall be assigned to Customer. Barrett Construction makes no warranties of any kind, express or implied, concerning the job site materials and expressly disclaims all express and implied warranties to the fullest extent permitted by law.
- (8) Any payment balances are due upon completion of job site. Any additional work shall not delay payment. All discounts and warranties are void if the entire balance is not paid when due. All past due sums under this Contract shall bear interest rate of 1.5% per month, until paid in full.
- (9) Customer authorizes its insurance Carrier and Mortgage Company to include Barrett Construction as additional and/or direct payee on all insurance and O/P/Supplemental payments.
- (10) Any action, regardless of form, arising out of the transactions covered by this Contract must be brought within two (2) years of the date of this Contract.
- (11) If Barrett Construction employs an attorney to enforce the terms of this Contract, Customer agrees to reimburse Barrett Construction for its reasonable attorney's fees, court costs and expenses.
- (12) Barrett Construction will not be responsible for decking or hidden structural defects, electrical lines, A/C lines, or security devices touching the underside of the job site deck. A small amount of debris in the attic is unavoidable. The maximum liability of the company shall be the amount of the Contract. It will be the home owners responsibility to reset satellite dish after the job site installation.
- (13) Barrett Construction is not responsible for cracked or damaged driveways.
- (14) Barrett Construction is not responsible for interior damage during or after installation period.
- (15) CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT CUSTOMER HAS READ AND UNDERSTANDS THIS CONTRACT, AND THAT CUSTOMER HAS NOT RECEIVED ANY ORAL REPRESENTATION AND IS NOT RELYING ON ANY VERBAL STATEMENT, PROMISE, CONDITION OR STIPULATION NOT SPECIFICALLY SET FORTH IN THIS CONTRACT. CUSTOMER UNDERSTANDS THAT BARRETT CONSTRUCTION IS RELYING ON THIS ACKNOWLEDGMENT AND REPRESENTATION AND THAT BARRETT CONSTRUCTION WOULD NOT AGREE TO THIS CONTRACT WITHOUT SUCH ACKNOWLEDGMENT AND REPRESENTATION.
- (16) IMPORTANT NOTICE: YOU ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITION OF THIS CONTRACT, YOU MAY LOSE LEGAL OWNERSHIP RIGHTS IN THE SUBJECT PROPERTY, REGARDLESS OF WHETHER OR NOT IT IS YOUR HOME. IN THE EVENT OF NONPAYMENT, IT IS AGREED THAT YOUR PROPERTY IS SECURITY FOR PAYMENT.