



## CONTRACT

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 Office: 952.345.3408 | Fax: 952.345.3409  
 general@exteriorsplusemn.com  
 MN License No. BC637312

Customer Name	
Customer Address	Customer City, State, Zip
Insurance Company	
Mortgage Company	

This is a binding contract whereby the parties agree to be bound by the terms set out below and on the following page. Your signature acknowledges that you have read and understood and agree to the contract terms.

- 1. Documents Incorporated Into Contract.** By signing this contract the Homeowner acknowledges that Exteriors Plus, LLC ("Exteriors Plus") has provided a booklet containing items that Minnesota law requires including notices of right to cancel, Minnesota statutory warranty information, statement of compliance with EPA's lead-based paint regulations, and urea formaldehyde notice.
- 2. Scope and Price.** This is a contract for roof or exterior work in exchange for payment of the amount approved by Homeowner's insurance company, subject to additions and other changes in the scope of work. Homeowner's insurance company will prepare a detailed estimate of the work and materials to be performed, and the amount it will pay for Homeowner's loss. The insurance estimate shall set the scope of work for Exteriors Plus and the price of the work. The insurance estimate shall be Exhibit A to this contract and is incorporated into this contract in full. This contract authorizes Exteriors Plus to be the sole contractor to perform the work that the insurance company estimate covers as Homeowner's loss.
- 3. Homeowner's Agreement to Pay.** If the insurance claim is approved, the homeowner agrees to pay Exteriors Plus:
  - a. The full amount authorized by the homeowner's insurance company;
  - b. The cost of any upgrades or changes requested by the homeowner;
  - c. The cost of any necessary repairs not covered by the homeowner's insurance company.
 Homeowner acknowledges and agrees that its obligation to pay Exteriors Plus is not conditioned or dependent upon the Homeowner's insurance company paying Homeowner. Exteriors Plus' performance of its obligations under this contract shall obligate Homeowner to pay Exteriors Plus for its work. Exteriors Plus shall have no obligation to seek payment for its work from the insurance company.
- 4. Voidability of Contract.** The contract is valid only if the insurance company approves the repairs and provides an itemized estimate. If the claim is denied this contract will be void at no charge to the homeowner.
- 5. Payment Schedule.** Homeowner shall make payment to Exteriors Plus according to the following schedule:
  - a. 50% upon signing the contract
  - b. 40% once the work is substantially complete
  - c. 10% upon contractor providing warranty and contractor's lien waiver
- 6. Matters Beyond Exteriors Plus' Control.** The Exteriors Plus estimates for performance are estimates and may be changed due to matters beyond its control, which can include, without limitation, strikes, weather, inability to obtain materials from normal sources, civil unrest or acts of God.
- 7. Pre-existing Conditions.** Exteriors Plus is not responsible for pre-existing construction deficiencies that manifest themselves during the construction process, such as roof decking that is rotten or deflecting, work done by others or materials not supplied by Exteriors Plus. If a construction problem or deficiency is noted and/or Exteriors Plus is notified in writing, Exteriors Plus will assist the homeowner to correct the problem on a time and materials basis where possible and with the homeowner's written directive.
- 8. Homeowner Responsibilities.** Homeowner shall provide clear access to the work areas during daylight hours Monday through Saturday unless otherwise agreed. Homeowner shall provide electricity on the project site. Homeowner shall secure or remove personal effects, including interior furnishings that may be affected by vibration or other normal effects of the work.
- 9. Changes.** Changes to the terms of this Contract, including, but not limited to, the scope of work, the materials included in the insurance estimate must be agreed in writing with corresponding adjustment to the Contract price.

Repairs for hidden damage not included in the insurance estimates, upgraded materials, and extra work are examples of changes that must be confirmed in writing. Writing can include e-mail provided the e-mail is agreed to by the receiving party.

- 10. Contractor Not To Offer Anything of Value.** State law (Minn. Stat. § 325E.66) prohibits contractors from offering to pay a customer's insurance deductible or offering anything of value as an inducement to enter into a contract for home repairs that are to be paid for as a part of an insurance claim. Contractors who make such an offer are subject to public enforcement action by the Minnesota Department of Labor and Industry, including fines of up to \$10,000 per violation.
- 11. Warranty.** Building products used by Exteriors Plus are warranted by the manufacturer upon installation per the terms of the manufacturer's warranty. Exteriors Plus also provides any required warranties under Minn. Stat. Ch. 327A and a Roofing Limited Workmanship Warranty. Exteriors Plus disclaims any other warranty whether express or implied, and Exteriors Plus disclaims liability for all incidental and consequential damages.
- 12. Performance Guidelines.** Exteriors Plus shall perform the items of work identified in the insurance estimate and written change orders in a workmanlike manner. Exteriors Plus's work shall comply with applicable permits and building codes. Building products shall be installed in accordance with manufacturers' installation instructions. The work shall be free of leaks under normal conditions, except as may be caused by ice build-up, improper maintenance or actions of the homeowner or third parties which impact the roof.
- 13. Posting Sign.** Homeowner agrees to permit Exteriors Plus to place a sign in a visible part of the property following the end of the 3-day right of cancellation period.
- 14. Enforcement.** In the event Exteriors Plus is forced to take steps to enforce any provision of this contract, including but not limited to pursuing litigation, Exteriors Plus shall be entitled to recover reasonable attorneys' fees and costs incurred.
- 15. Ligated Damages.** Homeowner acknowledges that Exteriors Plus is undertaking significant effort and work to provide Homeowner information regarding the home, the repair of the home, and Exterior Plus' repair services, and that, in so doing, is devoting significant resources to Homeowner and foregoing other opportunities to work on other projects. Homeowner further acknowledges that if Homeowner's insurance claim is approved and Homeowner does not use Exteriors Plus to perform the work set forth in this contract, Exteriors Plus will suffer significant damages, the exact calculation of which would be difficult and impossible to calculate. Homeowner agrees that if the insurance claim is approved by the insurance company and Homeowner does not use Exteriors Plus to perform the work set forth in this contract, Homeowner shall be obligated to pay Exteriors Plus 20% of the contract price, such payment not being a penalty, but a reasonable approximation of the damages Exteriors Plus will suffer.
- 16. Pre-lien Notice.** Minnesota law requires us to give you this NOTICE TO OWNER (Minn. Stat. § 514.011, Subd. 1)

**“(A) ANY PERSON OR COMPANY 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 THE CONTRIBUTIONS.**

**(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”**

\_\_\_\_\_ / \_\_\_\_\_ (Homeowner Initials)

**17. Notice of Right to Cancel.**

**The following notice is provided pursuant to Minn. Stat. § 326B.811: You may cancel this contract at any time within 72 hours after you have been notified that your insurer has denied your claim to pay for the goods and services to be provided under this contract. See attached notice of cancellation form for an explanation of this right.**

**The following notice is provided pursuant to Minn. Stat. § 325G.08: 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.**

**EXTERIORS PLUS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Homeowner-Print

Its: \_\_\_\_\_

\_\_\_\_\_  
Homeowner-Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_