



**Madison Wisconsin**  
 Ridge Top Exteriors Inc.  
 4620 Dove Tail Drive  
 Madison, WI 53704  
 Phone: 608-249-0831  
 Fax: 608-241-9073

**Rubber roof**  
 07/08/2020  
 Claim Information

**Company Representative**  
 Jeff Beck  
 Phone: (608) 234-5816  
 jbeck@ridgetopexteriors.com

**Ruth Hansen**  
**Primrose township**  
 8468 County Highway A  
 Verona, WI 53593 (608) 318-4440

Job: Ruth Hansen

**Rubber Roof**

	Qty	Unit
R&R Rubber Roof using RL size as required for 10 SQ area and above - EPDM .060 RUBBER	30.00	SQ
1/2" ISO HD cover board 4x8	84.00	EA
Pre-assembled plate and screw	1.00	BX
Cured Cover Tape 6"x100'	2.00	RL
Seam Tape 6"x100'	2.00	RL
6" uncured cover tape, peel and stick 50'	1.00	EA
EPDM Bonding Adhesive (Yellow Glue) 5 Gal.	7.00	EA
Lap sealant and/or water cut off	4.00	EA
Primer - 1 gal	1.00	EA
Inseam Adhesive	2.00	EA
Gutter Apron 10 LF Color:	14.00	EA
Drip Edge 10lf Color-	10.00	EA
		<b>\$23,791.51</b>

**Siding Section**

	Qty	Unit
Custom Bent Fascia metal	86.00	LF
		<b>\$1,184.22</b>

**TOTAL \$24,975.73**

Important: Contractor is not responsible for damage to curbs, sidewalk, or driveways caused by the weight of delivery vehicles, equipment, or trailers. Any pre-existing damaged decking will be replaced at homeowners expense at \$64.00 per sheet of 4'x8' of OSB or \$8.00 per lineal foot of "roof board".

*\*Unless an insurance scope is provided, this estimate does not reflect storm damages or represent an insurance claim\* \_\_\_\_\_ (initial)*

A down payment of \$\_\_\_\_\_ shall be due upon execution of this contract and the balance shall be due upon substantial completion of the project specified herein. Substantial completion means that all major work with the exception of minor corrections, reapplications, or adjustments have been completed. Any adjustments, corrections, or reapplications required after the substantial completion of project is considered warranty work and shall be completed under the terms of Ridge Top Exteriors' Craftsmanship warranty for the term specified below. Customer shall have the right to receive lien waivers in writing from all contractors, subcontractors, and material suppliers at the time final payment is made. The Contract price is valid for 60 (Sixty) days from the date of contract acceptance. The Company shall commence work within \_\_\_45\_\_\_ working days, or on a start date mutually agreed upon by the Company and Customer. Completion shall occur on or before \_\_\_\_\_ working days thereafter, subject to the Terms and Conditions of this Agreement. Notwithstanding the foregoing, the Company in no event shall commence work until all required permits have been issued.

THE TERMS AND CONDITIONS BELOW ARE INCORPORATED HEREIN BY REFERENCE.

BY SIGNING BELOW, THE PARTIES ARE APPROVING AND ACCEPTING THE TERMS AND CONDITIONS.

**Customer's Duties.** Customer shall: (a) provide the Company unobstructed access to the project location and site and shall keep persons and pets away from the work area; (b) provide necessary utility connections to enable Company to perform the work; (c) remove, protect and reinstall Customer's personal property including, but not limited to, all satellite dishes; and (d) secure storage for Company's materials and equipment necessary to complete the work. Customer agrees that the direction and supervision of the work by any subcontractor rests exclusively with the Company and Customer agrees not to issue any instructions to, or otherwise interfere with, Company's direction and supervision of the work. If the work is delayed or suspended at Customer's request, Customer agrees to pay any increase in the cost of labor or materials occurring during the delay. Customer warrants and represents that it is the owner of the real estate upon which services will be rendered.

**Construction Materials.** All materials and work shall be furnished in a workman-like manner in accordance with the generally accepted practices in the Dane County, Wisconsin metropolitan area and the manufacturer's recommendations. Any and all left over material is property of the Company.

**Delay.** Work shall be completed within the number of working days indicated in this Contract, unless delay occurs due to a work stoppage by any public authority or the Customer, adverse weather conditions, labor disputes, changes by Customer or government authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, or other causes outside of Company's control, Customer's failure to make payment as required by this Contract, or any other cause beyond the Company's sole control. Any such delay shall extend the time of performance Or, at the Company's option, terminate this Contract if the cause of the delay cannot be resolved within fourteen (14) days.

**Changes.** Changes to the scope of work of this Contract will be made only upon execution of a written Change Order.

**Warranty.** Company warrants that its work performed under this Contract will be free from defects for seven (7) years from the date of completion. This coverage relates only to the following; complete roofing installations, siding and windows. Commercial properties and membrane roofing shall be covered for a period of three (3) years unless otherwise provided for. Repairs shall have a warranty of one (1) year. **This warranty is Customer's exclusive remedy against Company, is conditioned upon Customer's payment of all amounts due to Company, and ends upon any conveyance of the property by the Customer.** This warranty does not cover, and Company has no responsibility for: (a) items covered under any subcontractors' or manufacturers' warranties provided to Customer; (b) items not installed by Company or its subcontractors; (c) ordinary usage and normal wear and tear, normal deterioration, or failure by Customer to properly maintain the work; (d) shrinkage or cracking of wood due to natural tendencies of wood to shrink and crack; (e) damage by exposure to weather conditions, ice dams, including expansion or contraction of natural building materials; (f) materials purchased by Customer; or (g) consequential damages of any kind. **All implied warranties, including fitness and habitability are waived.** Company shall perform warranty repairs or replacements, at its option, within sixty (60) days after notice from Customer during the warranty period.

**Extras.** All additional costs incurred by the Company for any of the following shall not be included in the cost of work and Customer shall pay these costs in addition to the cost of work: costs attributable to (1) any public body, inspector, architectural control committee unless the result of Contractor's negligence; or (2) undisclosed site conditions, including but not limited to, any defect or abnormality in existing improvements, lead paint, or asbestos, or (3) any other unusual conditions.

**Insurance.** Customer shall maintain property and casualty insurance and general liability insurance covering the work location.

**Insurance Proceeds.** Customer agrees to assign to Company all rights Customer has in any casualty or homeowner's insurance policy proceeds, including those identified in this Contract, to be applied to the Contract Price.

**Cancellation of Contract.** This Contract may be cancelled unilaterally by the Customer by notifying the Company in writing within three (3) calendar days after signing this Contract. In the event of cancellation of this Contract by the Customer thereafter, the Company shall receive compensation from the Customer for all costs of labor and materials and all other expenses incurred to that date plus the Company's anticipated profit under this Contract. Customer acknowledges receipt of two (2) copies of "Customer's Right to Cancel."

**RIGHT TO CURE NOTICE:** Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin Statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file a lawsuit, and you must provide your contractor or window manufacturer the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by the applicable warranty provisions. Customer hereby acknowledges receipt of the brochure required under Sec. 101.148 of the Wisconsin Statutes.

Prime Contractor \*

**Notice of Lien Rights**

As required by the Wisconsin Construction Lien Law, you are hereby notified that persons or companies performing, furnishing, or procuring labor, services, materials, plans, and/or specifications for your property located at the address above, may have lien rights on your land and buildings if they are not paid.

Those entitled to lien rights, in addition to the undersigned prime contractor, are those who contract directly with you or those who are required to and do give you notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans, and/or specifications for the construction.

Accordingly, you will probably receive identification notices from those who perform furnish, or procure labor, services, materials, plans, and/or specifications for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. The undersigned prime contractor agrees to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.

I/ We, the undersigned acknowledge receipt of this notice.

\* A prime contractor is anyone who performs, furnishes, or procures labor, services, materials, plans, and/or specifications for construction under a contract directly with the Owner of the property being improved, and as provided in Wisconsin Statutes 779.01(2)(d).

**Miscellaneous.** If payment is not received as required herein, Customer agrees to pay a late payment charge of 1.5% per month on the outstanding balance, which is an annual rate 18%. Customer agrees to pay all costs incurred in the collection of any amounts owed, including Company's attorneys' fees, court costs, and expert witness fees. Customer further agrees to hold harmless and indemnify Company from all claims, demands, liabilities, lost profits, losses and damages, including reasonable attorneys' fees, arising out of or related to any act or omission of Customer in connection with this Contract or incurred by Company in connection with enforcing any of its terms. This Contract represents the entire Contract between the parties. This Contract is not assignable by either party without the other party's written consent. Any legal proceedings concerning this Contract shall be commenced in Dane County Circuit Court.

\_\_\_\_ Yes \_\_\_\_ No Use on referral list

\_\_\_\_ Yes \_\_\_\_ No Use photos on website

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date