

This agreement ("Agreement") is made this **22nd** day of **February 2022**, between **US Siding & Roofing, Inc.** henceforth known as "Contractor," and **John Scherry with address, 58 Greenlawn Ave, Newton Centre, Massachusetts 02459** henceforth known as "Owner."

<b>Law requires that most home improvement contractors have a valid registration number</b>	<b>Home Improvement Contractor Reg. Number:</b>  203688	<b>Expiration Date:</b>  11/11/23
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Pursuant to the work described in **Estimate N° 12355**, the Contractor and Owner agree to the following:

**THE WORK**

The Contractor and Owner agree that all work described on **Estimate #12355 will be done at 58 Greenlawn Ave, Newton Centre, Massachusetts 02459**

The Contractor agrees to do the following work for the Homeowner:

**SIDING DEMOLITION & WASTE DISPOSAL**

**SCOPE OF WORK**

- Strip off existing Siding from entire House
- Remove Trims from following areas: Corners, Windows, Doors
- Remove old Nails and Paper-wrap from entire House
- Cleanup all debris from demolition site - Allowance: 1 Dumpster (30 Yards/ 3 Ton)

**NOTE:**

- Pricing does NOT include any Demolition Service on any detached building at the property like: Garage, Barn, Sheds, Pool House or similar

**ADDITIONAL CARPENTRY SERVICE**

- PVC Sill Nose installation on all Windows of the House

**SILVER PACKAGE:**

"Hardie Plank Siding" by James Hardie® installation on entire House  
Siding Type: Hardie Plank/ Textured/ 6" Exposure  
Siding Color: Timber Bark

Windows and Entry Doors Trims: Flat PVC Trims  
Windows Sills: Picture Frame Style (Not Historical)  
Corners Type & Color: Seamless PVC Corner/ White  
Facia Boards & Roof Rakes: Flat PVC  
Soffit Type: Flat PVC

#### SCOPE OF WORK

- Wrap entire house with "Hardie-Wrap" weather barrier by James Hardie®
- Replace Fascia Boards and Roof Rakes with new PVC Trims
- Replace Window's and Door's Trims with new Flat PVC Trims
- Install new Aluminum Drip-Cap on top of Horizontal Trims
- Install new Seamless Flat PVC Corners
- Install new PVC Soffit around the house
- Install new Fiber Cement Siding "HardiePlank" by James Hardie®
- Install Seam-Flashing behind all Siding seams
- Apply James Hardie silicone (same siding color) where Siding meets with Trims
- Anything that is mounted on the walls such as dryer vents, electrical outlets will be removed and remounted on PVC mounts

#### UPGRADES APPROVED BY HOMEOWNER

- Facia Boards and Rakes replacement with PVC Trims
- Blue-skin upgrade
- Remove existing wooden Rakes from Garage and install new PVC Roof Rakes on Front and Rear Gables

#### NOTE

Pricing does NOT include any Siding Service on any detached building at the property like: Garage, Barn, Shed, Pool House or similar

#### **GOLD PACKAGE:**

For Exterior Paint Service on all exterior PVC Trims

#### SERVICED AREAS

Siding Paint Application: No

Trims Paint Application: Yes

Garage Trims: Yes

House Entry Doors: No

Windows Sash: No

Garage Doors: No

Paint Brand: Sherwin Williams®

Paint Line: Duration or Resilience New  
PVC Mounting Blocks: Yes

TRIMS COLOR: Navajo Beige  
Soffit/ Facial Boards/ Roof Rakes/ Corners/ Window's Trims/ Door's Trims/ Mounting Blocks

**SCOPE OF WORK**

- Fill Nails Holes with filler and sand before paint application
- Apply Flexible Paintable Caulk on PVC Trims
- Apply 2 coats of Finish Paint on PVC Trims

**NOTE**

- Pricing does NOT include any additional Paint Service - Pricing includes Labor and Materials

**PREMIUM GUTTER SYSTEM**

For replacement of existing Gutters and Downspouts with new Aluminum Gutters and Downspouts

Areas of replacement: House and Detached Garage

Serviced Elevations: Same as existing

Gutters Type: Aluminum Seamless

Gutters & Downspouts Color: Bronze

Gutters size: Premium (6")

**UPGRADES APPROVED BY HOMEOWNER:**

- Bronze Color
- Premium Metal Gutter Guard
- Premium Gutters 6"
- Premium Downspouts 3"x4"

**SCOPE OF WORK**

- Remove and dispose all Gutters and Downspouts from entire house -
- Install new White Seamless Aluminum Gutters and Downspouts

**SILVER PACKAGE:**

For Exterior Paint Service on detached Garage only

**SERVICED AREAS**

Siding Paint Application: Yes

Trims Paint Application: Yes

Entry Door: Yes

Windows Sash: Yes (3 Windows)

Paint Brand: Sherwin Williams®  
Siding Paint Line: DTM Oil base  
Garage Doors: No

**SCOPE OF WORK**

- Power wash entire Garage
- Sand all needed areas
- Apply spot Oil Base Primer on all needed areas
- Apply 2 coats of Finish Paint on Siding
- Apply 2 coats of Finish Paint on Trims
- Apply 2 coats of Finish Paint on Entry Door and Windows

**NOTE**

Pricing does NOT include any Paint Service on any detached building at the property such as Sheds, Barns, Pool House or similar

**REAR DECK**

For Rear Deck refinishing with PVC and Composite Decking

Decking Type: Standard Composite

Railings Type: Standard Vinyl

Fasteners: Screws & Plugs Stair

Risers: PVC

**SCOPE OF WORK**

- Remove Decking Boards, Risers and Railings
- Install new Composite Decking on landing and stairs
- Install new Vinyl Railings
- Install new Vinyl Post Sleeve
- Install new PVC Stair Risers

**NOTES**

- Pricing does NOT include any Framing Repairs/Replacement

**CUSTOM BUILT ADDITION**

For Building a new Second Floor Sunroom Addition

**SCOPE OF WORK**

- DEMOLITION: Cut off Main Roof Decking
- CLEANUP: Clean entire section
- WASTE DISPOSAL

- FRAMING: Custom build new Addition (Walls & Roof Deck)
- INSULATION
- ELECTRICAL: Labor and permit
- DRYWALL & PLASTER: New Addition only
- INTERIOR PAINT: Labor for New Addition only (Ceilings, Walls, Doors, Trims and Baseboards)
- HARDWOOD FLOOR INSTALLATION: Labor only
- FINISH CARPENTRY: Windows Trims, Baseboards
- PELLA WINDOWS INSTALLATION
- INTERIOR DOOR: Labor
- INTERIOR PAINT: Apply Primer and Finish Paint of Walls, Ceilings, Trims and Door

ALSO INCLUDES THE FOLLOWING MATERIALS

- LUMBER: Necessary to build new 2nd Floor Addition
- ELECTRICAL: Rough material only
- DRYWALL & PLASTER: All material necessary
- WINDOWS
- ADDITIONAL FRAMING ABOVE FRONT DOOR
  
- PATIO DOOR & WINDOW RELOCATE: Reframe and change positions between Patio Door and one Window prior to center door with Kitchen Hallway. (Note: Existing Door and Window will be reinstalled)

HOMEOWNERS BUYS

Hardwood floors, Electrical Finish materials, Any special Finish

**WINDOWS REPLACEMENT**

Upgrade to Marvin® Brand

Windows Interior Finish

Windows Exterior Color

Awning Windows

NOTE

- Cost of Triangle Double Window is NOT included in the total: Price TBD and added to final total

**BATHROOM REMODELING**

1ST FLOOR FULL BATHROOM REMODELING

demolition, plumbing, electrical, new tiles installation, painting, framing and plastering

HOMEOWNERS BUYS

Hardwood floors, Plumbing materials, Electrical Finish materials, Finish supplies

## **BATHROOM REMODELING**

### **1ST FLOOR NEW HALF BATHROOM**

demolition, plumbing, electrical, new tiles installation, painting, framing and plastering

### **HOMEOWNERS BUYS**

Hardwood floors, Plumbing materials, Electrical Finish materials, Finish supplies

## **PLATINUM PACKAGE - PREMIUM ROOFING SYSTEM**

### **INTEGRITY ROOF SYSTEM - 5 STAR**

For Asphalt Roofing replacement from entire House

Shingles Color: Standard

Shingles Manufacturer: CertainTeed®

Shingles Line: LandMark

Shingles type: Asphalt

Extended Warranty: 50 Years (Labor, Material and Dumpster)

### **SCOPE OF WORK**

- Cover all sides of the House with heavy duty tarps to protect it from old roof removal
- Strip off existing Shingles from all serviced areas - 1 Layer included in this price
- Re-nail any loose boards
- Install new Metal Drip-Edge on Eaves and Rakes
- Install 6ft of CertainTeed® WinterGuard (Ice & Water Shield) on Eaves
- Install 9ft of CertainTeed® WinterGuard (Ice & Water Shield) on Valleys
- Install CertainTeed® "Roof Runner" Synthetic Underlayment on entire roof
- Install CertainTeed® Starter Shingles on all Eaves and Rakes
- Install CertainTeed® "Landmark" Architectural Shingles - Installed in a hurricane nailing pattern is executed upon installation (6 nails Shingle) length of shingle - Install new CertainTeed® Hip and Ridge Cap - Same color of Shingles
- Install CertainTeed® Ridge Vent
- Replace Pipe-Boots with new ones
- Remove all the construction debris generated with Roof replacement - Final cleanup will be applied including Magnetic Nails Collector

### **NOTES:**

- Pricing does NOT include any Roof Service on any detached buildings on the property like: Garages, Sheds, Pool House or similar

## **OVERLAY ROOFING INSTALLATION**

For Asphalt Shingles installation on Garage only  
Shingles Color: Same color of the House Shingles  
Type: Architectural Asphalt

### **ASPHALT SHINGLES ROOFING**

- Install new Metal Drip-Edge on Eaves and Rakes
- Install Starter Shingles on all Eaves and Rakes
- Install new Architectural Asphalt Shingles
- Install new Hip and Ridge Cap Shingles
- Install new Cobra® Ridge Vent - If Necessary

### **NOTES**

- Pricing does NOT include removal and disposal of existing roofing - This Roofing does NOT have any Extended Warranty

## **SKYLIGHT REPLACEMENT**

### **REPLACE 2 FIXED SKYLIGHTS**

Manufacturer: Velux®

Size: Standard

Type: Standard/ Fixed

New Flashing-Kits: Yes

Location: Above Rear Entrance

### **SCOPE OF WORK**

- Remove two existing Skylights
- Install new skylight on same opening
- Properly fasten and sill all sides of sides of the "Skylight" prior to install new Flashing and Roofing
- Install new Skylight's Flashing-Kits

### **NOTES**

- Pricing does NOT include any interior plaster/paint repairs - If Necessary

## **PRICING ALSO INCLUDES**

- Professional Labor
- Supervision by trade professional Project Manager
- Material
- Tear off
- Waste Disposal Includes 1 Dumpster: 30 Yards (3 Tons)

**PRICING DOES NOT INCLUDE**

- Building permit cost
- Electrical Service - If Necessary
- Any extra work not mentioned above

**TIMELINE**

The Contractor and Owner agree that the work detailed on attached sheet (**Estimate #12355**) will be completed according to the following timeline:

Work Start: ***TBD (contractor will advise)***

Work Frequency: **5 days per week, as permitted by inspectional services and weather.**

Work Completion: **3-4 Months**

Any delays that arise during the course of the work will be discussed with Owner immediately.

**PROGRESS PAYMENTS**

The Contract Price shall be paid as described in **Estimate #12355**. Owner agrees to pay the Contractor a total of **\$173,635.00** US Dollars in total for the project.

The Contract Price shall be paid as follows:

1. \$ 6,000.00 Deposit paid on 12/30/2021
2. \$ 38,635.00 Down payment due when sign agreement prior to order materials.
3. \$ 20,000.00 is due when starting project
4. \$ 20,000.00 is due when framing is complete.
5. \$ 20,000.00 is due when roofing installation is complete
6. \$ 15,000.00 is due when 1/2 siding is installed
7. \$ 15,000.00 is due when siding is complete
8. \$ 8,000.00 is due when bathroom inspections are done
9. \$ 7,000.00 is due when bathroom work is complete
10. \$ 7,000.00 is due when exterior paint service is complete.
11. \$ 7,000.00 is due when gutters are installed
12. \$ 10,000.00 is due at competition of work

**CONTRACTOR** shall inform Owner when a completion milestone has been met or is about to be met. Payment is due immediately upon completion of the milestone listed above. Customer has a total of 2 days for signing final loan documents or pay final balance after being notified of completion of work. Finance charges will incur on a daily basis after that period.



NOTES: (\*) Including all finance charges (\*\*) Law requires that any deposit or down-payment required by the contractor before work begins may not exceed the greater of (a) one-third of the total contract price or (b) the actual cost of any special equipment or custom-made material which must be special ordered in advance to meet the completion schedule.

### **OWNER'S RIGHTS**

Owner's rights under the Home Improvement Contractor Law (MGL chapter 142A) and other consumer protections laws (i.e. MGL chapter 93A) may not be waived in any way, even by agreement. However, homeowners may be excluded from certain rights if the contractor they choose is not properly registered as prescribed by law. Owners who secure their own building permits are automatically excluded from all Guaranty Fund provisions of the Home Improvement Contractor Law. The contractor is responsible for completing the work as described, in a timely and workmanlike manner. Owner may be entitled to other specific legal rights if the contractor guarantees or provides an express warranty for workmanship or materials. In addition to guarantees or warranties provided by the contractor, all goods sold in Massachusetts carry an implied warranty of merchantability and fitness for a particular reason purpose. An enumeration of other matters on which the owner and contractor lawfully agree may be added to the terms of the contract as long as they do not restrict an owner's basic consumer rights. If you have questions about your consumer/owner rights, contact the Consumer Information Hotline.

### **EXECUTION OF CONTRACT**

The contract must be executed in duplicate and should not be signed until a copy of all exhibits and referenced documents have been attached. Parties are also advised not to sign the document until all blank sections have been filled in or marked as void, deleted, or not applicable. One original signed copy of the contract with attachments is to be given to the owner and the other kept by the contractor. Any modification to the original contract must be in writing and agreed to by both parties. Contracted work may not begin until both parties have received a fully executed copy of the contract, and the three-day rescission period has expired.

### **BREACH/COSTS OF COLLECTION**

If the Owner breaches this contract, the Contractor shall be entitled to its reasonable costs incurred by such breach, including but not limited to costs of collection and reasonable attorney's fees. Any unpaid request for payment shall be subject to interest at a rate of eighteen (18) percent per annum. In no event shall Contractor ever be liable to Owner for indirect or consequential damages.

### **MISCELLANEOUS TERMS**

- A. UNFORESEEN CONDITIONS. Contractor shall reserve the right to modify this contract due to unforeseen conditions beyond Contractor's control including, without limitation, flood, fire, acts by utilities or public bodies, unusual weather conditions, acts of God,

latent conditions, which were not readily observable by visible inspection before work began. In such instances, adjustments in the contract price shall be made after accounting by Contractor of the increased costs and expenses occasioned by such unforeseen circumstance(s) and the increase time involved beyond the completion date set forth above.

- B. **HAZARDOUS MATERIALS.** In the event that Contractor encounters hazardous substances in conducting the work about which Contractor has not been notified in writing prior to execution of this contract, the Contractor reserves the right to cease all work. The Contractor shall not be responsible for cost of removing or remediating such hazardous material and the Homeowner holds the Contractor harmless from any and all liability resulting in such hazardous materials.
- C. **OWNER OBLIGATION TO PREPARE WORK SITE AND WARN RESIDENTS.** The Owner shall notify all tenants, abutters and all others who might be affected by the Work of when the work is beginning and shall further notify such persons that they must stay alert and obey any barriers or signs indicating ant prohibited areas during the pendency of the Work. It is Owner's responsibility to provide all residents of the building and their visitors with alternatives, if necessary, for any areas (such as ingress/egress, porches, patios, or parking spaces) that must be closed off for safety reasons during the pendency of the Work. Should Owner fail to take appropriate measures, and such failure leads CONTRACTOR to experience delay or incur additional costs, Owner shall reimburse CONTRACTOR for such resulting delay damages or other costs. Owner shall provide all tenants with the EPA's lead hazard information pamphlet **Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools**, which can be found at <http://www.epa.gov/lead/pubs/renovaterightbrochure.pdf>
- D. **CHANGE ORDERS.** If the Owner desires any changes to the work to be performed or the materials to be used or if hazardous materials or unforeseen circumstances warrant any change in said work or materials, the parties agree to execute a Change Order, the form attached hereto, setting forth the change, the reason for the change and the increase time and cost associated with said change. Owner acknowledges that Contractor shall have no obligation to undertake any such change without a duly executed Change Order. The increase to the Contract Sum associated with such Change Orders shall be paid upon the Change Order being signed, unless the change order work is performed on a times and materials basis in which case such additional work shall be invoiced and is payable on a schedule agreed upon in the change order.

### **WAIVER OF CONTRACTOR'S CLAIMS**

The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment.

Payment Failure: If the Owner shall fail to make any payment due, the Contractor may cease Work; provided, however, the Contractor shall resume performance of the Work and other obligations after payment or other resolution of the dispute.

### CHANGES

Any changes made to plans, materials used, time needed, or any other portion of the work must be discussed between Contractor and Owner prior to any decisions. No changes shall be official without a signed work order change.

### PERMITS

Contractor agrees to secure any permits necessary so that this work will be done within the parameters of the laws of Massachusetts. Contractor agrees that any fees for these permits are included in the total amount charged to the Owner.

### SUBCONTRACTORS

Owner agrees that the Contractor may hire subcontractors at his/her discretion, provided that Contractor agrees that the payment for said subcontractors is entirely the Contractor's responsibility, unless agreed that owner will pay subcontractors directly. Owner is not in any way liable for a subcontractor's missed payment. The contractor agrees to be solely responsible for completion of the work described regardless of the actions of any third party/subcontractor utilized by the contractor. The contractor further agrees to be solely responsible for all payments to all subcontractors for materials and labor under this agreement.

### CLEANUP

Contractor agrees that any debris, equipment, etc. will be removed from 58 Greenlawn Ave, Newton Centre, MA 02459 upon completion of the job. The location will be returned to the state in which it was found prior to the work, excepting, of course, the changes made as a result of the work.

Invalidity or un-enforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

Contractor and Owner acknowledge that this Agreement is subject to the laws and regulations of the state of **Massachusetts**.

### CORRECTION OF DEFECTIVE WORK

The Contractor shall promptly correct any Work rejected as defective or as failing to conform to **Estimate #12355**, whether observed before or after substantial completion and whether or not fabricated, installed, or completed, and shall correct any Work found to be defective or nonconforming within a period of 1 year from the date of substantial completion of the Agreement or within such longer period of time as may be prescribed by law. The Contractor shall correct these mistakes within a reasonable time after receiving the Owner's written instructions and at its own cost (unless otherwise agreed by the Parties); provided, however, that

the Contractor shall not be required to correct at its own cost any damage that occurred after completion of the Work, unless the Parties agree that such damage is because of an injury that took place before the Work was completed.


**NORMAL WEAR AND TEAR ONLY**

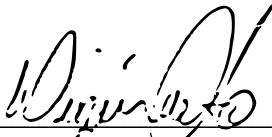
The Contractor shall only be responsible for damages sustained by the Owner under conditions of normal wear and tear, and shall under no circumstances be responsible for damages or losses caused by wear and tear, misuse, neglect, negligence, abuse, or accident, or because of or arising from any risk insured against in terms of the homeowner's insurance policies normally issued by a reputable insurance company for residential properties. The Contractor shall under no circumstances be liable for any consequential loss or damage.

**CONTRACTOR ARBITRATION**

The Home Improvement Contractor Law provides owners with the right to initiate an arbitration action (as an alternative to court action) if they have a dispute with a contractor. The same right is not automatically afforded to a contractor, however. The contractor would have to resolve any dispute he/she has with the owner in court unless both parties agree to the optional clause provided below. This clause would give the contractor the same right to arbitration as is afforded to the owner by the Home Improvement Contractor Law.

The contractor and the owner hereby mutually agree in advance that in the event the contractor has a dispute concerning this contract, the contractor may submit the dispute to a private arbitration firm which has been approved by the Secretary of the Executive Office of Consumer Affairs and Business Regulation and the consumer shall be required to submit to such arbitration as provided in Massachusetts General Laws, chapter 142A

x   
Owner's Signature

x   
Contractor's Signature

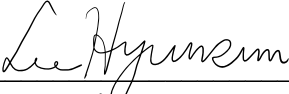
NOTICE: The signatures of the parties above apply only to the agreement of the parties to alternative dispute resolution initiated by the contractor. The owner may initiate alternative dispute resolution even where this section is not separately signed by the parties.

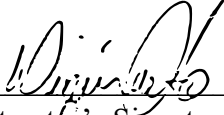
**CONTRACT ACCEPTANCE**

Upon signing, this document becomes a binding contract under law. Unless otherwise noted within this document, the contract shall not imply that any lien or other security interest has been placed on the residence. Review the following cautions and notices carefully before signing this contract.

- Don't be pressured into signing the contract. Take time to read and fully understand it. Ask questions if something is unclear.
- Make sure the contractor has a valid Home Improvement Contractor Registration. The law requires most home improvement contractors and subcontractors to be registered with the Director of Home Improvement Contractor Registration. You may inquire about contractor registration by writing to the Director at 10 Park Plaza, Room 5170, Boston, MA 02116 or by calling 617-973-8787 or 888-283-3757.
- Does the contractor have insurance? Ask the Contractor for his insurance company information so that you can confirm coverage or ask to see a copy of a "proof of insurance" document.
- Know your rights and responsibilities. Read the Important Information on the reverse side of this form and get a copy of the Consumer Guide to the Home Improvement Contractor Law.

John Scherry		2/24/2022
Owner's Name	Owner's Signature	Date

Hyunsun Lee		2/24/2022
Owner's Name	Owner's Signature	Date

Diogenes Porto		02/24/2022
Contractor's Name	Contractor's Signature	Date

**Additional Information**

If you have any general questions or need additional information about the Home Improvement Contractor Law or other consumer rights, or if you wish to obtain a free copy of 'A Massachusetts Consumer Guide to Home Improvement' contact:

Consumer Information Hotline  
Office of Consumer Affairs and Business Regulation  
10 Park Plaza, Room 5170, Boston, MA 02116  
617-973-8787, 888-283-3557, or visit the OCABR website at <http://www.mass.gov/ocabr/>

If you want to verify the registration of a contractor or if you have questions or need additional information specifically about the contractor registration component of the Home Improvement Contractor Law, contact:

Director of Home Improvement Contractor Registration  
Office of Consumer Affairs and Business Regulation  
10 Park Plaza, Room 5170, Boston, MA 02116  
617973-8787, 888-283-3757 or visit the HIC website at <http://www.mass.gov/ocabr/>

Go online to view the status of a Home Improvement Contractor's Registration:  
<http://db.state.ma.us/homeimprovement/licenseelist.asp>

For assistance with informal mediation of disputes or to register formal complaints against a business, call

Consumer Complaint Section  
Office of the Attorney General  
617-727-8400  
AND/OR  
Better Business Bureau  
508-652-4800, 508-755-254848, or 413-734-3114

### **NOTICE OF CANCELTION**

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS

### **WHAT TO EXPECT DURING A SIDING INSTALLATION PROJECT**

FOLLOWING RECEIPT BY THE SELLER OF YOU CANCELTATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY

GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO [Name of Seller], AT [Address of Seller's Place of Business] NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (date).

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

You may have no Gutters or Downspouts as they may be removed at some point for the siding installation.

There is a risk of flooding in garage or basements on rainy days if there are no downspouts in place. Be sure to communicate any history of flooding to us on rainy days or before any heavy storms.

Walls could get wet during rainy days, specially if the old siding has been removed.

You could notice wetness around the windows on rainy days if the new siding is not yet installed.

Your house may look naked with just the House wrap.

Trim, or tie back, trees and shrubbery near your home. Although our team will try its best to be careful during the process of installation, We are not responsible for damages to such.

Cut your grass short before your siding installation begins. Shorter grass will make it easier for our team to use a magnetic nail finder to recover any nails or staples that go astray during your siding replacement. Our crew will do this on a daily basis.

Clear all items away from your home's exterior, including potted plants, patio furniture, and gardening equipment. We are not responsible for damages to such although we are very careful while working around them.

During your siding removal and installation, the interior walls of your home may shake. Remove pictures, shelves, medicine cabinets and valuables that may risk falling. We are not responsible for these damages.

A dumpster will be delivered to collect old siding and debris. Keep your driveway clear to allow workers easier access to your home.

Park your vehicles further away from your home to minimize the chance of them being damaged by loose debris.

For safety, keep all children and pets away from the work area.

Please initial this page to acknowledge you have read all the procedures and risks involved with your siding replacement project. No matter how well prepared you and our team are for your siding installation, unforeseeable problems may be uncovered or delays may occur. Please note US Siding & Roofing cannot foresee these issues ahead of time, therefore, we highly stress that you communicate any concerns with your

JS

Customer Initials



project manager as soon as they arise.