

**TERMS & CONDITIONS**  
**SCS Building and Remodeling, LLC**  
**803 Mayfair Ave.**  
**Madison, WI 53714**  
**(608) 695-6228**

Estimate # \_\_\_\_\_

1. Customer/Owner represents that he or she is, in fact, the legal owner or authorized agent of the premises on which labor and materials are to be performed.
2. The Estimate/Proposal may be withdrawn if not accepted within thirty (30) days from date on the Estimate/Proposal, unless otherwise stated.
3. CUSTOMER/OWNER'S RIGHT TO CANCEL. Customer/Owner may cancel this contract by mailing a written notice before midnight of the 3<sup>rd</sup> business day after signing this contract. If desired, Customer/Owner may use this page as that notice by writing "I hereby cancel" and adding Customer/Owner's name and address.
4. If the Customer/Owner cancels the contract after the 3<sup>rd</sup> business day of signing and payment of deposit has been made, SCS reserves the right to withhold 35% of the contract price + the cost of any special order materials (unable to be returned) due to costs incurred as a result of cancellation including all remedies provided by the Uniform Commercial Code.
5. All verbal agreements between SCS and Customer/Owner involving job description written and signed by both parties on the contract. An electronic text or email is acceptable form of agreement.
6. Any alterations or deviation from specifications involving extra work will become an extra charge over and above the estimate, if needed and authorized. The repair of any unforeseen rot or damage of any kind will be charged on a time and materials basis.
7. An officer of the SCS reserves the right to cancel the contract before start date and all down payments will be refunded.
8. SCS is covered by Worker's Compensation and General Liability Insurance. Certificate of Insurance furnished upon request or prior to final payment due date. Insurance requirements other than stated on SCS's current insurance certificate shall become an extra charge.
9. All agreements are contingent upon any and all delays beyond our control (ie. weather, strikes, accidents, illness, subcontractors, etc.).
10. All materials and labor are guaranteed as specified in writing on the estimate/proposal. Warranty to be effective as of the date of completion, but shall not apply if payments are not made as per Terms of Payment (on Estimate/Proposal), or if specified Customer/Owner responsibilities are not satisfied. Warranty only applies to work completed per the contract.
11. Customer/Owner is responsible for moving and replacing any or all material or equipment that is obstructing the area to be repaired. Any delay time realized by crew for moving items is chargeable, unless stated otherwise in contract.
12. The Customer/Owner assumes the responsibility for any damages and/or repair costs to any existing items in home or on the property that is not included in the scope of work on the estimate. These items include, but are not limited to: windows, doors, garage doors, appliances, HVAC, plumbing, electrical, and underground utilities, including, but not limited to: sprinklers, sewer lines, sump pump discharge/piping, electric lines, gas lines, water lines, wires running to lights, garages, pools, etc. (Note: SCS, if notified by the Customer/Owner of the issue, location, direction, and depth, will take necessary precautions as best possible. However, SCS is NOT liable for repair costs associated with such).
13. In case of any unresolved questions or disputes arise between the parties with regard to any matter pertaining to this contract, such questions or disputes MUST BE SUBMITTED for mediation and binding arbitration (for any unresolved dispute following mediation) in accordance with the rules, requirements, and procedures of the American Arbitration Association.
14. **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SCS HEREBY NOTIFIES CUSTOMER/OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON THE CUSTOMER/OWNER'S LAND MAY HAVE LIEN RIGHTS ON CUSTOMER/OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SCS, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CUSTOMER/OWNER OR THOSE WHO GIVE THE CUSTOMER/OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CUSTOMER/OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AN SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SCS AGREES TO COOPERATE WITH THE CUSTOMER/OWNER AND THE CUSTOMER/OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
15. A Waiver of Lien will be furnished at the time of final payment, upon request.
16. SCS has the right to subcontract work, if needed. All services provided by a Subcontractor shall be subject to a handling fee, unless otherwise stated in the estimate/proposal.
17. SCS and Customer/Owner agree, notwithstanding anything to the contrary in the contract, SCS shall not be obligated to replace or repair any defect as defined below, or pay for the replacement or repair of the same if such defect is caused, in whole or in part by: (i) Customer/Owner's improper or insufficient maintenance of the property or building or improper or insufficient maintenance or operation of any of the building's systems; (ii) natural occurrences beyond SCS's control; (iii) an act or omission of Customer/Owner or any third parties not under SCS's control, including, but not limited to, work performed by the Customer/Owner or by Customer/Owner's subcontractors; or, (iv) normal wear and tear and normal usage. In the event of an alleged construction or design defect arising out of or relating to the contract including, but not limited to, breach of warranty, incomplete work, or any other condition of the building (the "defect"), Customer/Owner shall notify SCS through written notice of any such defect, regardless of the cause, or source, promptly upon Customer/Owner's discovery of the defect. Customer/Owner shall thereafter provide SCS with reasonable access during normal working hours to the building for the purpose of investigating, testing, and examining the defect. If the defect is covered by SCS's warranty then SCS shall be given reasonable access to the building and a reasonable amount of time to, at SCS's sole option, replace or repair the defect. The replacement or repair of the defect shall be Customer/Owner's sole and exclusive remedy for a defect. Customer/Owner waives any and all incidental and consequential damages arising out of or relating to a defect. Any corrections or repair undertaken by SCS shall be in compliance with the applicable industry standards.
18. SCS has the right to take before, during, and after photos of Customer/Owner's property in connection with the project agreed upon. SCS may use such photographs without Customer/Owner's name or address for any lawful purpose including publicity, advertising, or internet content.
19. SCS is allowed to put a 3' x 3' posted SCS sign in Customer/Owner's yard for the duration of the project that will be installed and removed by SCS.
20. A one and one half percent (1.5%) finance charge per month will be enforced on all accounts not paid by the designated term of this contract. All accounts are to be paid upon completion of work, or as otherwise stated in the contract. Customer/Owner is responsible for all collection costs inclusive of reasonable attorney's fees, if payment is not made within specified terms.
21. SCS accepts Visa, MasterCard, and Discover cards as payment, and such payments may be assessed a 4% non-refundable processing fee.
22. The estimate/proposal that accompanied these terms and conditions (the estimate # is listed above) is the project and price that Customer/Owner is agreeing to.
23. Customer/Owner has received SCS's estimate and a copy of the Right to Cure Brochure. These documents are incorporated as a part of the contract.

**I have read the prices and scope of the project listed on the estimate and these terms and conditions and I agree and accept. SCS is authorized to do the work as specified in the estimate listed above. I understand that a 50% down payment will be made upon signing, with the final remaining balance to be paid upon completion, however, certain projects less than \$10,000 will require an additional incremental payment during the project, and projects greater than \$10,000 will require up to 5 additional incremental payments, with the remaining balance due upon completion.**

Customer/Owner Printed Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

SCS Representative Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_