

CONTRACT | INVOICE | BILL | RECEIPT



All Pro Home Improvement, Inc.

48550 North Avenue • Macomb, MI 48042
(586) 776-5167

Licensed and Insured • A+ Rating
Member of the Better Business Bureau for over 42 Years

CUSTOMER NAME: _____

CUSTOMER ADDRESS: _____

CUSTOMER PHONE: _____

JOB SITE ADDRESS: _____

DATE OF PROPOSAL: _____

WORK TO BE PERFORMED

ALL PRO HOME IMPROVEMENT, INC., A MICHIGAN CORPORATION (ALL PRO) proposes to perform the work described below for the CUSTOMER named above (CUSTOMER), at the job site address shown above:

Preexisting damage within ALL PRO work space: _____

Customer Initials:

PRICE

CUSTOMER agrees to pay All Pro Home Improvement, Inc., for the work to be completed above, the total amount of \$ _____. This amount shall be paid as follows: _____

SIGNATURES

This is a valid PROPOSAL, only if it is signed by the PRESIDENT of ALL PRO HOME IMPROVEMENT, INC.

This PROPOSAL shall not be binding on ALL PRO HOME IMPROVEMENT INC. if it is not accepted within _____ days. Upon acceptance, this PROPOSAL becomes the contract between ALL PRO HOME IMPROVEMENT, INC. and CUSTOMER, as well as CUSTOMER'S bill.

DATE: _____

All Pro Home Improvements, Inc.

ALL PRO Representative

By John Williams, President

I have read the PROPOSAL above, and the GENERAL TERMS, and I agree to accept and pay for the work described above, according to these terms.

DATE: _____

CUSTOMER

GENERAL TERMS

1. Limited Warranty: ALL PRO warrants new roofs, gutters and siding shall be free from leaks for a period of 18 months, commencing on the date ALL PRO completes the installation. If CUSTOMER reports a leak within the 18 month period, then ALL PRO shall correct the newly installed material if it is the cause of the leak. This warranty shall be void if CUSTOMER, or any third party, modifies, alters, repairs or in any way interferes with the roof, gutters, or siding installed by ALL PRO. OR IMPLIED, for roof maintenance or other work. ALL PRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATIONS) ANY WARRANTY FOR A PARTICULAR PURPOSE.

2. Time for Performance: ALL PRO agrees to use its best efforts to complete performance within a reasonable time. The time for performance shall be extended if ALL PRO is unable to perform due to circumstances beyond its control, including inclement weather or windstorm, material shortages, strikes, acts of God, frost load restrictions, or any act of CUSTOMER, or condition upon the premises of CUSTOMER, which restricts ALL PRO's access to the job site. In addition, ALL PRO may cease work, if CUSTOMER fails to make payments as described in the PROPOSAL.

3. Insurance: ALL PRO agrees to maintain worker's compensation insurance, and liability insurance. CUSTOMER shall maintain all other insurance required or desired by customer, including home-owner's and liability insurance, and insurance against damage to the contents of the building, and materials stored at job site.

4. Remedies: Due to the nature of the work being performed (weight of old and new roofing materials, thickness of old roof, etc.) we are not responsible for cracks or damage to driveway, gaps in siding where roof thickness has changed, damage to flowers, bushes or siding. Also, due to gaps in roof boards, debris may fall into garage and attic. CUSTOMER is responsible to clean, protect, or remove car, or tarp anything being stored that could be damaged. Rotten roof boards, rafters, plywood, fascia, soffit boards, all counter flashing around chimney, @ siding or where roof meets walls are not included unless written on reverse side of this contract. If rotten wood is found, it could indicate an insulation or ventilation problem. It is the CUSTOMERS' responsibility to seek an expert in that field and have the problem resolved within 30 days, or all warranties are void. CUSTOMER'S remedies under this contract shall be limited to the warranty described above. ALL PRO DISCLAIMS ANY LIABILITY FOR ANY OTHER ACTUAL OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING, ALL PRO DISCLAIMS LIABILITY FOR ANY DAMAGE TO THE INTERIOR OR CONTENTS OF THE BUILDING, OR ANY LIABILITY FOR DAMAGE TO THE EXTERIOR OF THE BUILDING OR LAND CAUSED BY THE ACTIVITIES OF ALL PRO ON THE REAL ESTATE.

If CUSTOMER fails to make payment when due. ALL PRO may, at its option, take any one or more of the following actions: (1) pursue its lawful remedies for collection of any amounts due; (2) remove any improvements that ALL PRO made to the premises; or , (3) use its rights under the construction lien law. In addition, if CUSTOMER fails to make any payment when due, CUSTOMER agrees to pay to ALL PRO, in addition to the contract price, interest of seven (7%) from the due date plus all collection costs including reasonable attorney fees.

A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of Act 200 of the Public Acts of 1980, as amended, being Sections 339.2401 to 339.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being Sections 338.881 to 338.892 of the Michigan Compiled Laws. That a plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being Sections 338.901 to 338.917 of the Michigan Compiled Laws. ALL PRO is licensed to provide the improvement. ALL PRO'S license number is 2102068489.

5. Arbitration: Prior to any arbitration CUSTOMER must make all efforts to contact ALL PRO and resolve any disputes. ALL PRO is a member of the Better Business Bureau. Should the CUSTOMER have any claim arising from or relating to the quality, completeness and/or sufficiency of the work that is not resolved by ALL PRO, the CUSTOMER agrees such claims shall be resolved out of court by submission to binding arbitration by the Better Business Bureau, provided that Judgment upon any arbitration award may be entered in any court having jurisdiction. The availability of arbitration of claims by the CUSTOMER does not bar, waive or suspend rights of collection by ALL PRO as otherwise set forth above, including use of any court having jurisdiction. ALL PRO may initiate such arbitration as an alternate dispute resolution procedure to address any claims under occupational licensing law.

6. Right to Cancel: If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a certified letter to ALL PRO. The certified letter must say that you do not want the goods or services and must be mailed on/or before the third business day after you sign this agreement.

7. Entire Agreement: This agreement is the entire agreement. There are not other representations or agreements, either oral or written. Any modification to this agreement must be in writing, and signed by CUSTOMER and ALL PRO.

Permits: When permits required by city, cost of permit will be in addition to the total charge included in writing on the reverse side.