

TERMS and CONDITIONS

ADVANCE RESTORATION, LLC GENERAL TERMS AND CONDITIONS AS PUBLISHED AT WWW.ADVANCERESTORATIONS.COM, AND INCORPORATED INTO ALL OF ADVANCE RESTORATIONS' CONTRACTS AND ACCEPTED BY OWNER AND/OR CUSTOMERS.

ACCEPTANCE OF THIS PROPOSAL:

Upon acceptance this proposal shall become a contract binding upon both, the Owner and Advance Restoration, LLC. (Hereinafter called "Contractor") and shall be construed according to the laws of the State of Michigan.

LIABILITY:

Contractor shall not be responsible for damages or delay, either before commencement of or during the said work described herein on account of transportation difficulties, priorities, strikes, accidents, war, acts of God, fire, sudden rain, storms, windstorms, other casualty or theft or other causes beyond its control. Contractor will exercise reasonable care when performing the work, but cannot be held responsible in any other manner for damages to sidewalks and driveways, foliage, septic tanks, shrubbery, screens, gutters, siding, pipes or cables above or below ground. We will not be held responsible for water damage to the exterior or interior of the premises. Owner is urged to cover furniture, remove belongings from walls and ceilings (pictures, mirrors, etc.) and otherwise protect their property. Contractor cannot accept responsibility for any damages done to the roof by plumbers, electricians, HVAC, fumigators, or any other tradesmen. Owner is required to have any security / alarm systems disconnected prior to the commencement of work. Neither Contractor nor its independent contractor will disarm, arm, remove, install, or reinstall a security or alarm system. Any surplus materials remaining after completion of this job shall remain property of Contractor and no credit is due to Owner with respect to such excess materials. Owner indemnifies and holds harmless Contractor and its employees, authorized contractors and their subcontractors from any claims as to the identification, detection, abatement, encapsulation or removal of asbestos, lead based products, mold or other hazardous substances inside or outside of the structure being improved. Contractor reserves the right to correct any and all problems from or arising out of the performance of this contract where Contractor is responsible and do not authorize personnel other than that of Contractor, to perform these services. Owner is to provide rights for ingress and egress, to include written permission from the owner of neighboring property that must be used to provide access for workmen or machinery. Owner is to provide water and necessary electricity.

HOME/STRUCTURE AS A CONSTRUCTION SITE:

Owner's home/structure will be a construction site during the installation of Owner's project, and it will be noisy! There may be significant amount of job debris associated with Owner's project, most of which will be cleaned up and removed. However, there may be some projects such as roofing where some debris may fall between the roof decking boards and into the attic or open garage. Contractor is not responsible for cleaning up Owner's attic or garage after the installation has been completed. Contractor suggest Owner cover or remove any items that may need protection in order to avoid damage, items such as grills, patio furniture, lawn and garden decorations, automobile, etc should be covered or moved. In addition, all windows should be closed during the installation. Although we make every effort to protect Owner's existing materials and prevent dust some minor damage (scratches and / or dent/dust) may occur which Contractor cannot be held accountable for.

HAZARDOUS MATERIALS:

The contract price does not include the removal and transfer of any contaminated or hazardous materials or soils as may be defined by applicable law. Contractor has no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities, and costs arising out of or relating to the presence, discovery, or failure to discover, remove, remediate or clean up environmental or biological hazards, including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos unless covered by the insured's policy of insurance or for the placement of dumpsters on the property or any resulting damage to the existing walks, curbs, driveways or lawn from the placement of dumpsters on the property.

INSURANCE:

Contractor shall comply with all laws relating to Worker's Compensation in the State of Michigan and shall carry a minimum of \$300,000 Public Liability and Property Damage Standards form insurance, insuring during the progress of the work, and liability which may be imposed by law upon Contractor due to accidents arising from such operations.

CONTRACTOR:

reserves the right to cancel this contract if, upon re-inspection of the job, Contractor determines that it cannot perform its obligations due to structural or other problems with the home or structure, not reasonably foreseeable at the time the parties executed this agreement.

LIENS:

Failure to pay persons supplying materials or services according to the terms of the agreement may result in the filing of mechanic's liens on the affected property including a lien by Contractor. Owner has the right to ask the Contractor for lien waivers from all persons supplying materials and/or services. In the event any mechanic's lien is recorded through no fault of the owner, then the Contractor agrees to take all steps necessary for the release and discharge of such lien. Owner hereby consents and agrees to pay the Contractor for any and all Court costs, fees, expenses, title insurance fees, and all reasonable attorney fees incurred in filing, recording and/or prosecuting any civil claims, including any arbitration, mediation or alternative dispute resolution costs and fees to foreclose any Claim of Lien recorded by Contractor to secure payment from the Owner.

INSURANCE:

Owner will maintain property damage insurance at least equal to the agreement price. Damage to project: Contractor will not be responsible for any damage caused by the owner, or other causes beyond the control of the Contractor. Owner agrees that contractor has the right and shall be the sole decision maker on the issue of whether any dispute is resolved through an Alternative Dispute Resolution and/or the civil litigation process, in the sole and unfettered discretion of Contractor.

LIMITED WARRANTY:

Contractor guarantees and warrants to Owner that all materials and equipment furnished under this Contract will be new and covered by the manufactures warranty only, unless otherwise agreed to between the parties, and that all Work will be of good quality, free of defects in materials or workmanship and in conformance with the Contract Documents and for the intended purpose. On receipt of notice in writing of any claimed defect, Contractor agrees to correct all work it performed under this Contract that proves to be defective and of which the Owner has knowledge for one year from the date of substantial completion as defined in this agreement.

Repair will not include payment for material or services rendered in repainting, re-wallpapering, or redecorating of whatever nature caused by the repairs; those costs shall be Owner's sole responsibility. Contractor shall assign to Owner all assignable warranties made by suppliers and subcontractors, and those warranties are not binding on Contractor. Any claim for breach of warranty must be made in writing within one year of substantial completion (except for assigned warranties, for which claims shall be made as specified in them). Claims not made in writing or within the warranty period shall be barred. The warranties provided in this agreement specifically exclude damages or defects caused by acts of God, abuse, neglect, insufficient maintenance, improper operation, or any other action by Owner and exclude normal wear and tear, normal expansion and contraction of materials or other usual characteristics of material, and any modifications to the Work by Owner. All other warranties, whether written, oral or implied, are specifically excluded. This limited warranty is not transferable. When the Owner sells or moves out of the house this warranty terminates.

DISCLAIMER ON MOLD:

Whether or not you as an Owner experience mold growth depends on how you manage and maintain your home and/or structures. Contractor's responsibility is limited to those things that are solely within our control. As explained in our warranty, Contractor will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for the period stated in the warranty. Contractor shall not be responsible for any damages caused by mold, and/or by agents of the Owner, that may be associated with defects in our construction, including but not limited to all property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health affects, or any other effects. Any implied warranties, including an implied warrant of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed. This notice, disclosure and disclaimer are hereby appended to and made apart of the contract for Work Authorization. The consideration for this agreement is hereby acknowledge and accepted by the parties. Should any term and/or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless remain in full and/or effect.

LAW, VENUE AND JURISDICTION:

The Parties hereto agree that all civil actions and/or claims relating in an manner whatsoever to this Agreement, shall be filed in the state circuit court in Macomb County, or the Federal Court for the Eastern District of Michigan, which the Owner consent and agrees to such venue, and hereby submits to personal and subject matter jurisdiction in Macomb County Michigan.

LICENSE DISCLOSURE:

A residential builder or residential maintenance or alteration Contractor is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being MCL §§ 339.2401 through 339.2412. License No. 2102199808.