

ALL COVERED ROOFING

With us you're all covered

LICENSE # 1011929 *** (530) 342 - 2483 *** P.O. BOX 6204 *** CHICO, CA 95927-6204

PROPOSAL AND CONTRACT

This Proposed Contract Agreement is between **ALL COVERED ROOFING** (Contractor) and Property OWNER / Legal Representative:

RONALD L. CONROW

4 OAK HILL DR., OROVILLE, CA 95966

(NAME: Property Owner / Legal Representative)

(ADDRESS : City, State, Zip Code)

This PROPOSAL shall become the CONTRACT between aforementioned parties for the work specified below under WORK DESCRIPTION if accepted within 30 days of PROPOSAL DATE indicated below by specified Contractor, and shall be subject to all declarations of signature executed Proposal as well as Terms & Conditions attachment.

WORK DESCRIPTION : Hereafter referred to as the "Work" or "Project" specifies that the Contractor proposes to, with utmost professionalism, coordinate all stages of the Project while keeping owner/representative informed of important status updates, perform necessary labor and furnish essential materials and/or equipment to facilitate completion of the following:

>>> **REROOF PROJECT location:** 4 OAK HILL DR., OROVILLE, CA 95966

PROCEEDING WITH UTMOST PROFESSIONALISM, ATTENTION TO DETAIL, AND AESTHETIC OBJECTIVE WE WILL ACCOMPLISH THIS ROOFING PROJECT PLAN. WE WILL >TEAR OFF EXISTING ROOFING TO BARE SHEATHING, AND >CAREFULLY INSPECT FOR DRY ROT. THEN, OVER CURRENT and/or REPAIRED CLEAN SOLID ROOF SHEATHING, WE WILL >APPLY ONE LAYER OF #15 FELT, >FOLLOWED BY A 30 YEAR Owens Corning "Oakridge" DIMENSIONAL (composition) SHINGLE, >WITH HIGH PROFILE HIP and RIDGE. WE WILL ALSO >REPLACE AND >PAINT ALL FLASHINGS AS NEEDED AND >CLEAN ALL PROJECT DEBRIS FROM JOB SITE.

>>> **REROOF PROJECT - TOTAL PRICE** \$ 8,698.00

Repair 17000 + 8868.60

*SATELLITE signal relocation shall always remain the owner's responsibility.

*DRY ROT is a living organism that begins and thrives in moist wood. It rapidly spreads through and destroys the underlying wood structure supporting your roof. Naturally we are not responsible for damage resulting from pre-existing issues or Dry Rot.

*THIS BID DOES NOT INCLUDE (other than specified above): THE REPAIR OF DRY ROT OR UNDERLYING STRUCTURAL DAMAGE. SHOULD SUCH DAMAGE BE FOUND TO EXIST, REPAIRS WILL BE MADE ON A TIME AND MATERIAL BASIS.

*NOR DOES THIS BID INCLUDE (unless specified in Work Description): ANY WORK PERTAINING TO GUTTERS, DOWN SPOUTS OR STORM DRAIN PIPING.

Proposal Withdrawal Option : This Proposal, once signed by Contractor, may be withdrawn by Contractor at any time prior to Owner delivering a fully executed signed copy to Contractor.

Proposal Acceptance : The Proposal shall be deemed accepted at such time that Contractor receives a fully executed signed copy via postal service, personally or by other mutually agreed upon recognized document delivery method.

*Owner may cancel this transaction by midnight of 3rd business day of dated acceptance; acknowledged in writing by both parties.

Warranty Exclusions : The Contractor's Warranty of 5 years detailed in the Terms & Conditions Attachment shall not cover any preexisting defects regarding flashings, chimneys, etc., carpentry issues or storm damage caused by winds exceeding manufacturer warranty specifications or conditions not applicable to the Contractor's professional responsibility. *STANDARD NO REPAIR WARRANTY< BOTH PARTIES agree to reasonably reconsider contract terms in the event of inarguably catastrophic circumstances.

ALL COVERED ROOFING respectfully submits this Proposal, and appreciates the opportunity to serve you.

PROPOSAL DATE: 04-01-19 CONTRACTOR (Julian / Julio Garcia) ☒ email Signed on acceptance.

OWNER ACCEPTANCE (Signature) ☒ Ronald L Conrow (DATE) April 3, 2019

OWNER PRINTED NAME & TITLE : RONALD L CONROW

→→→ **NOTE:** THIS CONTRACT IS ONLY COMPLETE WITH 2 PAGE ATTACHMENT **TERMS & CONDITIONS** Signed BY OWNER. THANK YOU, VALUED CUSTOMER.

ALL COVERED ROOFING

With us you're all covered

PROPOSAL AND CONTRACT

TERMS AND CONDITIONS - PAGE 1 of 2

OWNER: RONALD L. CONROW

PROJECT address: 4 OAK HILL DR, ORVILLE

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION at any time prior to midnight of the third business day after the date of transaction. To be valid, any such cancellation must be acknowledged in writing by both parties within the allotted time. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this contracted agreement and entitles the contractor to damages.

*** PROJECT CONCEALED CONDITIONS: If concealed conditions are discovered by the Contractor during the course of work, including but not limited to dry rot, damaged or decayed sheathing or framing, or any other condition that may affect the integrity of work performed by the Contractor, the Contractor will inform the Owner of such conditions and the Contract price shall be increased accordingly to cover the cost entailed in correcting such issues. If Contractor declines performing corrections, the Owner shall be responsible for immediate rectification and all associated cost to prevent unreasonable delay imposed on the Contractor. Such circumstances will subsequently grant the Contractor a reasonable extension of time to reschedule and complete the Project.

*** CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

*** PAYMENTS shall be due upon receipt of Contractor's invoice and shall be late if not made within 10 days of receipt. Both parties understand and agree that all payments are to be made promptly. Due to cascading consequential damages related to nonpayment, it is also agreed that in such event the Owner will pay the Contractor an additional 2 percent per month on any amount unpaid when due. The Contractor reserves the right to pursue Owner's contracted financial obligation and any damages.

*** FINAL PAYMENT shall be due and paid by Owner within 10 days after substantial completion of Project. If Contractor has minor corrective work to perform after substantial Project completion, said work will be completed promptly and Owner shall not withhold payment pending minor corrections. However, if major corrective work equal to more than 5% of contract price remains after substantial Project completion, the Owner may, after retention payment, withhold a reasonable amount to cover correction costs, until such corrective work is completed.

*** Acknowledgement of, and agreement with the Terms & Conditions herein are certified by the Owner / Agent Signature.

*** CORPORATE OWNERS shall have President, Corporation Secretary or authorized Officer sign contract, and this Officer's signature on behalf of the corporation shall guarantee to Contractor faithful adherence to this contract by the Corporate Owner.

OWNER / AGENT (SIGNATURE) X Ronald L. Conrow (DATE) April 3, 2019

Please note that customers are notified of these TERMS AND CONDITIONS for their protection. California Law and Contractor State License Board Regulations mandate that this information accompany contracts. Subsequently, customers should beware of any company that fails to provide them with this information about guidelines that are specifically intended to equally protect the customer and the contractor that provides professional services on their behalf.

*****BE CAREFUL WITH UNUSUALLY LOW BIDS and verify with the CSLB Contractors State License Board that the person and/or company delivering the bid is a currently licensed Roofing Contractor in good standing. You want your roofing work done by someone who is at the very least capable of passing the CSLB licensing test. Another typical factor in low bids is materials that are cheapest in every sense of the word. Remember, if something seems too good to be true, it usually is.

Hopefully you will select a dependable, considerably experience qualified, licensed roofing professional who offers an honestly reasonable bid for quality workmanship, using only top quality materials...

someone who will treat you as they would wish to be treated, and your roof as if it were their own.



For all that you need in a reliable roofing company... you can always trust **ALL COVERED ROOFING.**
With us you're all covered.

OWNER: RONALD L. CONROWPROJECT located at: 4 OAK HILL DR. ORVILLE**TERMS AND CONDITIONS**

1. **Changes in the Work.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of _____ % shall be the change in Contract Price. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work.

2. **Owner's Responsibilities.** Owner agrees to allow and provide Contractor and his/her equipment access to the property.

3. **Delays.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contractors, or holidays, or other causes beyond Contractor's reasonable control.

4. **Subcontracts.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. **Taxes and Assessments.** Taxes and assessments of all descriptions will be paid for by Owner.

6. **Insurance and Deposits.** Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and person on the job site at Owner's invitation.

Owner shall also procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance will name the Contractor and its Subcontractors as additional insureds and will be written to protect Owner, Contractor and Subcontractors as their interests may appear. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

7. **Rights to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the date due, is a material breach of this Agreement and will entitle Contractor to cease any further work.

8. **Clean Up.** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. **Compliance with Laws.** In connection with the performance by Contractor of his/her duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

10. **Asbestos and Hazardous Waste.** Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or do the work himself at Contractor's option. Said work will be treated as an extra under this contract.

11. **Limited Warranty.** Contractor hereby warrants its work for a period of 5 years after completion against any defects in workmanship or material. This limited warranty is in lieu of any other warranty express or implied.

12. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

OWNER / AGENT: (SIGNATURE) X

Ronald L. Conrow

(DATE)

April 3, 2019

ALL COVERED ROOFING

With us you're all covered

LICENSE # 1011929 *** (530) 342 - 2483 *** P.O. BOX 6204 *** CHICO, CA 95927-6204

CONTRACTOR'S INVOICE

DATE: 04 - 19 - 2019

→ → → INVOICE # 041919 - CONROW - 4 Oak Hill - RR

REASON FOR INVOICE: Completion of CONTRACTED Professional RE-ROOFING PROJECT

RONALD CONROW

SAME

<<<<<<

NAME Project Contact: Owner / Other (select one)

NAME Project Owner / Legal Representative (select one)

4 OAK HILL DR.

SAME

<<<<<<

PROJECT Street Address

BILLING Street Address

OROVILLE, CA 95966

SAME

<<<<<<

PROJECT City, State, Zip

BILLING City, State, Zip

(530) 589 - 4022 = Ronald

SAME

<<<<<<

CONTACT Phone Numbers

Owner / Legal Representative Phone Numbers

DESCRIPTION OF SERVICES (Professional Inspection Results or specify Work, Labor, Material, Equipment provided) :

>>> 04 - 19 - 19 <<< CONTRACTED Professional RE-ROOF PROJECT completed in fulfillment of Agreement project plan. Proceeding with experienced skill and utmost professionalism we provided all essential work, labor, materials and equipment associated with proper application of new roofing materials, in fulfillment of PROPOSAL AND CONTRACT Project Work Description; meeting or exceeding governing guidelines applicable to such work, to thus accomplish the highest quality, as well as the most aesthetically pleasing results on behalf of our valued customer, and in satisfaction of their expressed wishes.

→ DRY ROT / Additional Necessary REPAIRS were reported and Time & Material Repairs pre-approved.

→ → LOCATIONS: Back and Front of House

→ → REPAIR MATERIALS: (1) 24 feet of 1 x 8 of V-Rustic (2) 32 feet of 1 x 8 Pine

→ → Recommendations: Annual roof maintenance (preferably after tree leaves fall) maximizes the effectiveness and duration of roofing materials, while early detection and correction of potential issues minimizes extent of damage expense.

SUMMARY OF CHARGES / CREDITS :

APPLICABLE \$ AMOUNT :

CONTRACTED Professional Roofing Project — Contract Price →

\$ 8,698.00

Pre-approved Additional REPAIR / DRY ROT — Labor & Materials →

\$ 170.00

BALANCE DUE

\$ 8,868.00

PAYMENT date :
bn

04-19-19 Thank you! (cash ? (check) # 1094

8,868.00

BALANCE FORWARD

\$ 0

SUBMITTED BY : (Contractor) Julian (Julio) Garcia (Date) → 04 - 19 - 19 ←

CUSTOMER ACCEPTANCE: X

Ronald L. Conrow
Signature

April 22, 2019
Date

Thank you valued customer. Your business is greatly appreciated! May your day be abundantly blessed.



Roofing System Limited Warranty



Warranty Registration & Transfer Information

TO REGISTER THIS WARRANTY:

Visit our website at:
<http://www.owenscorning.com/Roofing/Warranty-101>
Click on Register a Standard System Warranty

In order to meet the "Eligibility Requirements for this Warranty", an Owens Corning® Shingle with a limited lifetime^Δ warranty plus three (3) Owens Corning® Roofing components are required in order to qualify for the Roofing System Limited Warranty. The following information is required for registration:

Owens Corning® Limited Lifetime Shingle/color name installed:

Number of squares installed _____

Other Owens Corning® Roofing System Components Installed: (minimum of 3 required)

	YES	NO	DON'T KNOW
VentSure® Ventilation Products:	☐	☒	☐
Owens Corning® Hip & Ridge Shingles:	☒	☐	☐
Owens Corning® Underlayment Products:	☒	☐	☐
Owens Corning® Starter Shingle Products:	☒	☐	☐
WeatherLock® Self-Sealing Ice and Water Barrier Products:	☐	☒	☐

Other Owens Corning® Products: 0

Original Installation Date 04-19-19

Original Purchaser's Name RONALD CONROW

Address of Property 4-OAK HILL DR.

OROVILLE, CA 95966

Note: Please retain proof of purchase and installation date with your important records in the event that you choose to transfer this warranty in the future, or upload these documents as you register this warranty online.

TO TRANSFER THIS WARRANTY:

See **TRANSFERABILITY OF THIS WARRANTY** for exceptions.

Contact 1-800-ROOFING

For this warranty to be transferred, the second Owner must contact 1-800-ROOFING within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. And must have the following:

- (1) Proof of purchase of the Owens Corning® Roofing System and
- (2) The installation date and ownership history

For more information, call 1-800-GET-PINK® or visit our website at: www.roofing.owenscorning.com.

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Roofing System Limited Warranty.

This warranty includes limitations on its transferability.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE

Introduction

Thank you for your recent purchase of Owens Corning® roofing shingles and components ("Roofing System") manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We believe we manufacture the highest quality and most attractive Roofing System available anywhere, and that is why we stand behind our warranty in clear, plain English terms, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING or visit our web site at www.owenscorning.com/roofing.

Who is Covered

You are entitled to the benefits of this Roofing System Limited Warranty (1) your property must be located in the United States; and (2) you must be the original consumer purchaser (the property owner), not the installer or contractor of the Roofing System. You are entitled to the benefits of this warranty.

Eligibility Requirements for this Warranty

An Owens Corning® Shingle with a limited lifetime^A warranty is required in order to qualify for the Roofing System Limited Warranty. In addition, the following four (4) requirements must be met:

1. For your roof to qualify as a complete Roofing System, you must have purchased and installed Owens Corning® shingles, plus any 3 of the 5 products listed below (one product from each category where applicable): If less than 3 Owens Corning® components are used, these products will be warranted for the length of time as defined in their individual product warranties. See actual warranties for more detail.

a. At least one Owens Corning® VentSure™ product (intake vent or exhaust vent) must be installed as part of a balanced air ventilation system consisting of both functional intake and exhaust ventilation products. It is a VentSure™ intake vent AND VentSure™ exhaust vent are both used, this counts as 1 of the 3 requirements listed above. This system warranty excludes electrical components of the VentSure™ Solar Air Exhaust Fan and VentSure™ off-ridge exhaust vents.

b. Owens Corning® Hip and Ridge shingles.

c. Owens Corning® Underlayment products including High Performance Roof Underlayment will count as one (1) of the three (3) requirements listed above if applied over the entire deck.

d. Owens Corning® Starter Shingle products; and

e. Owens Corning® WeatherLock® Self-Sealing Ice and Water Barrier Products.

2. Your Roofing System must be installed according to application requirements published by Owens Corning and in accordance with all generally accepted good roofing practices using American Roofing Manufacturers Association (ARMA) and National Roofing Contractors Association (NRCA) standard application guidelines and all local building code requirements which are in effect at the time of installation.

3. Your Roofing System must be installed over a clean roof deck with all existing roofing material and debris removed, including, but not limited to, felt, oil and water membrane, raised nails, flashing materials for chimneys, skylights, soil pipe boots, ridge and off-ridge vents, etc. Repairs must be made to any damaged or rotten wood decking. Deck material must meet the following dimension tolerances: 6" minimum deck, 25/32" minimum thickness roof deck boards, 3/8" minimum thickness plywood sheathing or 7/16" minimum thickness OSB (oriented strand board panels). Deck spacing cannot exceed 1/4" between roof boards or between plywood or OSB sheathing.

4. All details and flashings are to be installed as per Owens Corning requirements and in accordance with all generally accepted good roofing practices with the ARMA and NRCA standard application guidelines and in compliance with above-listed Eligibility Requirements numbered 1 through 3.

Exceptions to the "Eligibility Requirements for this Warranty" section may be made in Owens Corning's sole discretion and must be approved in writing by Owens Corning prior to Roofing System installation.

What is Covered

We warrant that your Owens Corning® Roofing System is free from any manufacturing defects that (1) materially affect their performance on your roof

Limited Lifetime® Roofing System Proration^A Table

Structure/Owner	Tru PROtecton® Period Years 1-5	Prorated Period Years 11-40	Prorated Period Years 41 and Beyond
Single family detached home owned by individuals	100%+*	80% reduced by 2% every year thereafter until year 40	20%
Structure/Owner	Years 1-5	Years 6-40	Years 41 and Beyond
Any other types of structures or owners	100%+*	87.5% reduced by 2.5% every year thereafter until year 40	No coverage

* For as long as owner owns home.

** All costs covered under this warranty.

4. Exceptions—All of Owens Corning's obligation of compensation under this warranty (whether for repair, replacement or refunding a prorated portion of the cost of the defective Roofing System components) are subject to the limitations provided by this warranty. Owens Corning will not provide compensation for any underlayment, metalwork, flashings or other related work, and we will not compensate for the cost to remove or dispose of your Roofing System.

5. What About Wind Resistance—Your shingles and Hip & Ridge (the Shingle Products) contain asphalt sealant that requires direct warm sunlight for several days (Thermal Sealing) in order to seal properly. If your Shingle Products are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your Shingle Products never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to your shingles achieving Thermal Sealing, your Shingle Products are more vulnerable to blow-offs and wind damage. This is the fundamental nature of Shingle Products and a manufacturing defect, and we are not responsible for any blow-offs or wind damage that might occur prior to Thermal Sealing having occurred. After your Shingle Products have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds up to the levels and for the period from the original installation date ("Wind Warranty Period") listed in the "Limited Warranty Information Table" listed in the chart at the end of this warranty.

HOWEVER, THE COVERAGE AGAINST SHINGLE PRODUCT BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE ORIGINAL DATE OF INSTALLATION. Owens Corning will be liable only for the reasonable cost of replacing blown-off Shingle Products (to include material and labor during the applicable Tru PROtecton warranty period) and the reasonable cost of manually sealing the unsecured Shingle Products remaining on the roof. Please refer to the "Transferability of this Warranty" below for applicable transfer coverage.

6. What About Algae Resistance—If the Shingle Products that you purchased were not specifically labeled as "Algae Resistant" (AR), then any discoloration caused by algae is not covered by this warranty as explained in the section below. "What is Not Covered" below. However, if you did purchase AR Shingle Products, they are covered for the period described in the "Limited Warranty Information Table" at the end of this warranty following the date of installation (AR Warranty Period) against brown-black staining caused due to growth of blue-green algae (primarily the cyanobacteria *Gloeocapsa magma*). We do not cover the effects of other growth such as mold, lichen, and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:

A. Remedy for Blue-Green Algae Growth—If your AR Shingle Products are discovered due to blue-green algae growth during the first year of the AR Warranty Period, we will compensate you for the cost, including labor (such cost not to exceed the cost of the AR Shingle Products plus the cost of installation), as reasonably determined by Owens Corning, to repair, replace or recover the affected AR Shingle Products. For purposes of this AR Shingle Products warranty, the term "repair" as used above refers to cleaning or otherwise removing any blue-green algae growth from affected AR Shingle Products. Decisions regarding whether your AR Shingle Products should be repaired, replaced or recovered will be made solely by Owens Corning.

B. Proration—If your AR Shingle Products have been installed longer than 1 year, labor will not be covered and compensation will be limited to a prorated amount of the cost of the affected AR shingles. We will prorate your compensation to take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim. For example: If you make your claim anytime in the 4th year of the AR warranty and the cost of the affected Owens Corning® AR Shingle Products will be the amount of the cost of the affected Owens Corning® AR Shingle Products reduced by 3/10ths of the cost of the affected AR Shingle Products.)

Transferability of This Warranty (Note: Based on Original Installation Date)

This warranty is not transferable except as follows: You may only transfer this warranty 1 time, anytime during the life of the warranty to the purchaser of the structure on which the shingles are installed. For this warranty to transfer and the second Owner to obtain the benefits of the warranty, the second Owner must within 60 days after the date of the real estate transfer contact 1-800-ROOFING and submit together (1) proof of purchase of the Owens Corning® Roofing System; and (2) the installation date and ownership history.

(1) If the transfer takes place within the Tru PROtecton® Nonprorated period (see "Limited Warranty Information Table"), the second Owner is entitled to the same coverage as the original Owner.

(2) If the transfer occurs after the Tru PROtecton® Nonprorated period (see "Limited Warranty Information Table"), the balance of this warranty shall be reduced to a 2 year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this 2 year period, our compensation to the second Owner will be based only on the reasonable cost of replacement of the Owens Corning® Roofing System reduced by the amount of use the second Owner and the original Owner have enjoyed from the original installation date through the date of your claim.

(3) The AR Warranty Period and Wind Warranty Period are fully transferable. The second Owner will receive the balance of the coverage outlined in the "Limited Warranty Information Table" based upon the original installation date.

What is Not Covered

Our warranty does not cover damage to the Owens Corning® Roofing System due to any cause not expressly covered in this warranty. After our Roofing System leaves our manufacturing facility, it is subject to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective Roofing System products caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- Acts of God, such as hail, strong storms (e.g. hurricanes) or winds over the maximum wind speed listed in the "Limited Warranty Information Table" at the end of this warranty, ice damming above the area covered by leak barriers or flashings or snow or water infiltration through exhaust vents.
- Damage to or failure of the Roofing System as a result of damage to or the failure of the underlying roofing structure.
- Foot traffic on your roof or damage caused by objects (e.g. tree branches) falling on your roof.
- Improper or faulty installation of your Roofing System—installation must be in accordance with our written installation instructions and comply with local building codes.
- Shading, or variations in the color of your Owens Corning® Single Products or discoloration caused by algae, fungi, lichen or cyanobacteria (unless covered under the section "What About Algae Resistance" above).
- Improper or inadequate ventilation or roof drainage or damage due to improperly installed/unvented attic. Some exceptions may apply. If you have questions, please contact us at 1-800-ROOFING.
- Settlement of the structure of your property or buckling or cracking of the deck over which your Roofing System is installed.
- Leaks caused by pre-existing conditions, structural failures(s) or damaged areas(s) on or near the roof that are not part of the Roofing System such as chimneys that have loose or cracked mortar, skylight seams, or soil pipe boots allow water to enter the structure or Roofing System.
- Damage to the shingles caused by alterations made after completion of application, application of cleaning solutions, coatings, or other modifications.
- Any damage due to debris, resins or drippings from foliage.
- Improper storage handling or other conditions beyond our control.
- Damage caused by, or the cost to repair or replace, any non-Owens Corning® shingles.
- Improperly designed or installed gutter or downspout systems.

Replacement Shingle Variations

As a result of our ongoing efforts to improve and enhance our Shingle Products, we must reserve the right to discontinue or modify our Shingle Products, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement Shingle product line. You should understand that if we replace any of your Shingle Products under this warranty, we reserve the right to provide you with substitute Shingle Products that are comparable only in quality and price to your original Shingle Products that are

Compensation

Under the terms of this warranty, the manner of compensation is at Owens Corning's sole discretion and may be arranged directly by Owens Corning or issued in the form of cash settlement and/or material credit for Owens Corning® Products to an existing supplier of Owens Corning® Roofing materials. All costs must be pre-approved by Owens Corning.

Claims Process

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles or shingle samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, do not hesitate to call 1-800-ROOFING or visit us at www.owenscorning.com/roofing. If you repair or replace your Owens Corning® products before Owens Corning has made a determination on your claim, your claim may be denied.

No Modifications to this Warranty

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act) except by a writing signed by an officer of Owens Corning or a licensed attorney in the Owens Corning legal department. Other than such an officer or attorney, nobody (regardless of whether an Owens Corning employee, a contractor, an installer or otherwise) has authority to act on behalf of Owens Corning (or attempt to waive or modify this warranty, to make representations or warranties or to undertake any liability). This warranty represents the entire agreement between the parties and supersedes all other communications, warranties, representations and guarantees.

Mandatory Arbitration

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or Owens Corning® shingles ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43669 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or Owens Corning may commence an arbitration proceeding. All notices are for the arbitrator to decide including the scope of the arbitration proceeding, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY. The arbitrator may award punitive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Governing Law and Forum

This warranty and all Disputes are governed by United States Federal law and laws of Ohio. Subject to the "Arbitration" provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

Savings and Severability

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to effect the original intent of the parties as closely as possible while rendering the term and the warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable according to the parties' intent for the arbitrator or court to sever the legal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

Limitations

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® SHINGLES AND THE OWENS CORNING® ROOFING SYSTEM. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY. YOUR REMEDY FOR DEFECTIVE SHINGLES OR OWENS CORNING® ROOFING SYSTEM IS FULLY DESCRIBED IN THE ABOVE SECTION. "HOW LONG ARE YOU COVERED?" YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING SHINGLES.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Limited Warranty Information Table

Roofing System ¹ Length	To PROtecton ² Period	Wind Warranty Length	Algae Resistance ³ Warranty Length
Asph/Flt ⁴ 1.0m ⁵	10 YRS	120 MPH	15 YRS
Asph/Flt ⁴ 1.5m ⁵	10 YRS	130 MPH	15 YRS
Asph/Flt ⁴ 2.0m ⁵	10 YRS	130/130 MPH**	15 YRS
Asph/Flt ⁴ 2.5m ⁵	10 YRS	130/130 MPH**	15 YRS
Asph/Flt ⁴ 3.0m ⁵	10 YRS	130/130 MPH**	15 YRS
Asph/Flt ⁴ 3.5m ⁵	10 YRS	130 MPH	15 YRS
Asph/Flt ⁴ 4.0m ⁵	10 YRS	130 MPH	15 YRS

* For as long as owner owns home.

¹ Three (3) qualifying components must be installed in addition to the shingles in order for the system to qualify for a Roofing System warranty.

² Benchmark® Hip & Ridge is required for 15-year Algae Resistance Limited Warranty.

³ Includes TruDefinition® Duration®, TruDefinition® Duration STORM® & TruDefinition® Duration® Designer Colors Collection, TruDefinition® Duration MAX®, DuraBrite® Premium Cool and DuraBrite® Premium shingles.

⁴ Includes TruDefinition® WeatherGuard® HP and TruDefinition® WeatherGuard® shingles. TruDefinition® Duration STORM® shingles require WeatherGuard® HP Hip & Ridge Shingles and TruDefinition® Duration STORM® shingles require TruDefinition® WeatherGuard® HP & Ridge Shingles to complete UL 2218, Class IV impact-resistant roof system.

⁵ 130 MPH is applicable only with E-Net application in accordance with installation instructions.

⁶ 110 MPH is standard with 4-nail application. 130 MPH is applicable only with E-Net application and Owens Corning® Starter Shingle products application along eaves and ridges in accordance with installation instructions.

⁷ Proration is calculated annually based on the original installation date. There are no partial year prorations.

⁸ AR is available regionally. Visit www.owenscorning.com/roofing for availability in your zip code.

All Covered Roofing 04-19-19
P.O. Box 6204
Chico CA 95927
(530) 342-2483
Name of Installer
Address
City
Phone

K GAS PROPANE

INVOICE

2770 Feather River Blvd.

Oroville, CA 95965

www.kgaspropane.com

Phone 530.532.9366 Fax 530.533.1756

CUST ID	INVOICE #	INVOICE DATE
CONRON	I000095	01/16/17

SOLD TO

RONALD CONROW

4 OAK HILL DR

OROVILLE CA 95966

CONROW, RONALD

4 OAK HILL DR (INACTIVE)

OROVILLE CA 95966

INVOICE AMOUNT

\$1201.20

AMOUNT REMITTED \$ _____

DATE	SLS	PO NUMBER	ORD DATE	SHIP VIA	TERMS	INVC NO
01/16/17	6				30 DAY I000095	
QUANTITY	INV NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
1.00		Tank Sales	1200.00000	1200.00		
1.00-		Tank Lease Adjustment	80.00000	80.00		
		CA State Tx		81.20		
				NON-TAXABLE	TAXABLE	INVOICE TOTAL
				\$81.20	\$1120.00	\$1201.20



Get a New
Air Conditioner
For 1/2 Price

Your Loyalty Deserves Some Perks. Get A new Air Conditioner for Half Off!

This over-the-top offer will go fast. You don't want to miss it this time around. Your new system must be installed before June 21st.

Only a limited number of our loyal clients will get to benefit from this offer.

Dear friend, only you and our other loyal clients are receiving this special offer. This is no gimmick, or bait and switch, it's a legitimate, from the bottom of our heart offer. This opportunity is limited to only our loyal clients. If you think you will be replacing your air conditioner or furnace in the next 6 months... you won't want to miss this, so please continue reading.

Why Am I Doing This?

The weather is turning in your favor. The cooler days will be warming up. We will all be more comfortable, but that does not help our business. So to keep our guys busy and give our clients a break, we figured, "why not offer a big discount?" This is an exclusive offer for you, but you must act now. **The only way we can make this work, is if we install your new system before June 21st, 2019. And we can only afford to give this offer to 39 North Valley homeowners.** Once the summer heat hits a lot of neglected systems are going to fail. The valley heat will show no mercy. When systems fail, we get busy. And when we are busy, there is no need to discount. Since right now is a slow time for us, you have an opportunity to save a lot of money and we can keep our star installers busy.

A Real Win Win

To spike sales during the slower times, we have to either make a deep discount to the price OR we have to add value to an existing system at the regular price. Both are good ways of generating sales when it's slow. **For you we are offering BOTH.** The profit is not something we can run to the bank with, but it does keep the lights on and it keeps my First-in-Class installers busy. However, you have to act fast. This letter is going out to 15,879 of our loyal clients. We expect this to keep us busy until the valley heat is upon us.

P.O. Box 35 • Los Molinos, CA 96055

(530) 961-4098

www.comfortpeople.com • Lic # 935315

Half-Off an Air Conditioner** With a 12 Year Parts Warranty

When you pick one of our new High Efficiency heating & air conditioning packages, we will deduct 50% of the air conditioner cost (that's the most expensive part) before parts and labor. Plus, we will include a 12 year Parts Warranty absolutely FREE!

It's Almost Free!

If your heater and air conditioner is over 10 years old, the money you save on your energy bill could off set the monthly investment on your new system. It's like having the utility company buy you a new air conditioning and heating system.

Iron Clad Guarantee

We're so confident that you will save 20% on your cooling costs (I'm projecting more like 30% to 50%) when you purchase our Premier system, that we'll pay you **DOUBLE THE DIFFERENCE** if you don't for the first year. There's no way you can lose. If these High Efficiency systems weren't among the best on the market, we couldn't afford to make such a promise.

Here's How

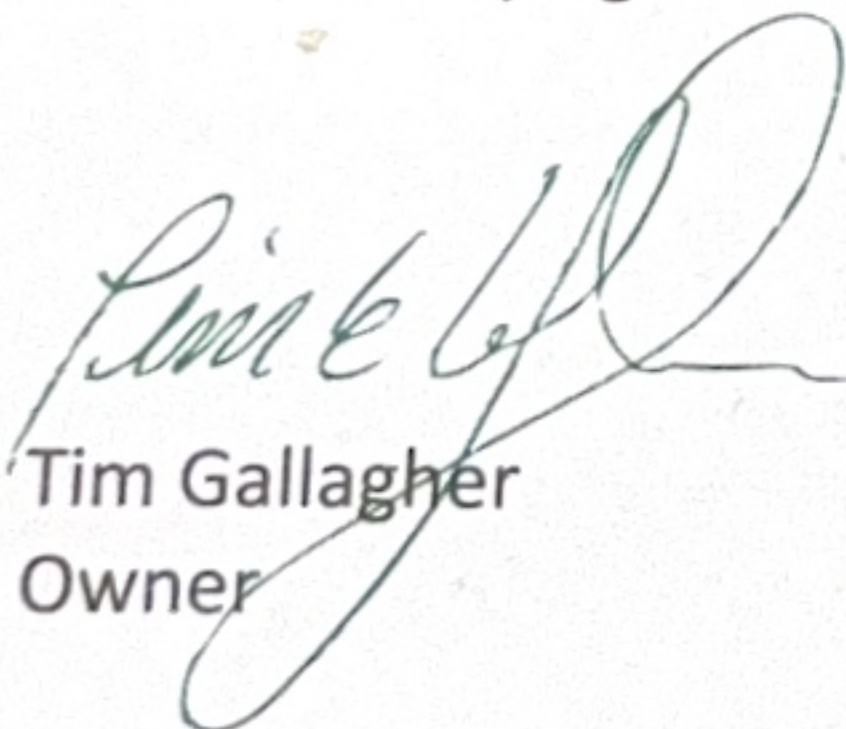
Just call Jesse **(530) 961-4098** and they will set up an appointment for your FREE survey. Our Replacement Specialist will come and measure your home to determine the proper size and explain this special program. He'll even show you how you can finance* your new system with nothing down and have affordable monthly installments.

Don't forget, we have a limited supply of these air conditioners at half price. When they're gone this remarkable offer ends.

No Obligation

Once our Replacement Specialist explains the installation of the special system, there is no obligation on your part. If you decide you don't want to take advantage of this tremendous opportunity, that's okay. We still value you as a loyal customer and want to help you with all your home comfort needs.

Here's to staying cool this summer!


Tim Gallagher
Owner



P.S. And remember act now and receive a 12 year Parts Warranty, you will have the peace of mind knowing that your system is protected by the longest coverage in the industry.

*OAC for well qualified customers. Offer cannot be combined with any other offers.

**Based on a 3 ton air conditioner with new ductwork. Utility rebates vary by utility company in your area.

© 2019 Gallagher's Plumbing, Heating and Air Conditioning

DML48



Wed
June 19-20

ALL PROMISES IN WRITING

To guarantee you a successful installation and to reduce future service calls, the following items and recommendations are detailed for your information.

Customer Initials

- 1) ☐ Welcome call to confirm your installation date.
- 2) ☐ A confirmation call will be made the day before the scheduled installation date.
- 3) ☐ The installation team will arrive in the morning between 8:30 – 9:30 AM unless otherwise determined.
- 4) ☐ Clean up and orientation is typically around 4:00 PM. Please have at least one homeowner available at that time to review and sign off on the installation.
- 5) ☐ Payment is made upon completion of the installation:
☐ Payment by check ☐ Completion certificate dated and signed ☐ Credit Card
- 6) ☐ If your job requires a duct test, it may be scheduled after the completion of your job. **Duct testing is not part of the installation and is not a reason to withhold payment.**
- 7) ☐ When a permit is issued, we will schedule the inspection for a time that is convenient for you. You will provide a ladder to the inspector if necessary for the inspection. If the inspection results in a correction item, please call our office to arrange for additional work to be done.
- 8) ☐ California law requires a 3rd part duct inspector to sample 1 out of 7 jobs. So, your home has a 1 in 7 chance of inspection. Should you be selected, a HERS rater will be scheduled to test your duct system taking about 90 minutes. If it does not pass we will be notified.
- 9) ☐ Your system, like your vehicle, requires regular maintenance. It is understood that failure to perform proper maintenance can affect the performance and longevity of the entire HVAC system.
- 10) ☐ Please remove any antiques or valuables, as we cannot be responsible for damage to these items.
- 11) ☐ All Equipment locations, duct registers, gas piping and electrical are final.
- 12) ☐ If duct work is inaccessible it cannot be cleaned or sealed.
- 13) ☐ Gallagher's Heating & Air Conditioning is not responsible for cracks, exposed nails or peeling paint on ceilings due to flexing ceiling joist from attic work.
- 14) ☐ Any sheetrock is rough patched only and only when specified in writing.
- 15) ☐ Gallagher's is not responsible for lost dogs, cats, birds, snakes or hamsters!
- 16) ☐ An adult will be present during the installation at all times, unless otherwise specified in writing. At no point shall only a minor be left in the home during the job.
- 17) ☐ Working conditions require safety and regulation. Please keep children a safe distance from all working areas and no one may use Gallagher's tools, ladders, etc.
- 18) ☐ Some dust may occur during your installation, we will cover and clean the floors. We will also wear floor protectors to protect your home.
- 19) ☐ The agreement represents all work and promises – Nothing verbal is accepted. If there are any questions regarding your job, please notify the installers and they will immediately contact the person that designed your system.

Customer Approval : Ronald L. Connors

Gallagher's Approval : [Signature]

Notice of Cancellation

6-7-19

Date of Transaction

Your may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property trading in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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 20 days of the date of your notice 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 the signed and dated bottom portion of this cancellation notice or any other written notice, or send a telegram, to:

Gallagher Motors, Inc. at Los Molinos
(Name of Seller) (Address of Seller's place of business)

NOT LATER THAN MIDNIGHT OF 6-11-19
I HEREBY CANCEL THIS TRANSACTION. (Date)

(Buyer's Signature) (Date)

Notice of Cancellation

Date of Transaction

Your may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property trading in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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 20 days of the date of your notice 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 the signed and dated bottom portion 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 _____
I HEREBY CANCEL THIS TRANSACTION. (Date)

(Buyer's Signature) (Date)

Buyer/Co-Buyer acknowledges receipt of this Notice of Cancellation.

Date 6-7-19 Buyer's Signature Ronald J. Conner

Date _____ Co-Buyer's Signature _____



Investment Agreement

Gallagher's Plumbing, Heating and Air Conditioning, Inc.
P.O. Box 35
Los Molinos, CA 96055
Office: (530) 384-2444
Toll Free: 1-800-892-3556
www.comfortpeople.com

003358

Customer Name: Ronald Compton Install Date: 6/19 Est. Completion Date: 6/20
Address: 4 Oak Hill Dr Job Location (if different): _____
City, State, Zip Code: Deerfield, MA 01936 City, State, Zip Code: _____
Phone (H) 509-4022 Phone (W) _____ Cell _____ E-Mail: _____

SYSTEM

- ☒ Change Out
☐ Cut In
☐ HP To Gas Electric
☐ Add On AC
☐ Air Conditioner
☐ Package
☐ Split
☒ Heat Pump
☐ Package
☐ Split
☐ Dual Fuel
☐ Furnace
☐ Mobile Home

PRODUCT INFORMATION

Brand	<u>DAikin</u>	MBtuh Capacity	<u>33,500</u>
Package Model No.	<u>DP16H1M3641</u>	ARI Reference No.	<u>8143127</u>
AC Condenser / HP Outdoor Unit Model No.		SEER	<u>16</u>
Furnace / Fan Coil Model No.		EER	<u>12</u>
AC Coil Brand (If different from condenser)		HSPF	<u>8</u>
AC Coil / HP indoor Unit Model No.		Propane	☐
		Natural Gas	☐
Decal and/or License#		Serial#	
Manufacturer/Model		Insignia/HUD	
		Year Manufactured	

EFFICIENCY DATA

SYSTEM ENHANCEMENTS

- | | | | |
|---|--|---|---|
| ☐ Thermostat Standard ☐ ER
☐ Thermostat 2 stage ☐ ER
☐ Thermostat 3 stage HP
☐ Premium Performance Control Ctr.
☐ Refrigeration Lines <u>X</u>
☐ New GFCI Circuit
Special Concerns: <u>Deliver 2 portable A/C</u> | ☐ Upsize Electrical Line
☒ Upgrade Service Disconnect
☐ Gas Piping ft. _____
☐ New Gas Flex Assembly
☐ Combustion Air, Upper
☐ Combustion Air, Lower | ☒ Crane
☐ Roof Stand
☐ Roof Curb
☐ Pad for A/C or Package Unit
☐ Flue Piping Ft. _____ Size _____
☒ CA T-24 Compliance | ☐ CA Remove/Dispose of Old Equipment
☒ Reclaim/Recycle Refrigerant
☐ All Work Performed to Code
☐ Add Condensate Pump
☐ Ceiling Saver Kit |
|---|--|---|---|
- _____ System Recommendations Declined: _____

AIR DISTRIBUTION • DUCTWORK • FILTRATION

- | | | | |
|--|--|--|---|
| ☐ Asbestos
Y <u>N</u> Customer Initial _____
☐ Duct Corrections Recommended:
Y <u>N</u> Customer Initial _____
☐ Modification of Supply Plenum
☐ Replace Supply Plenum <u>X</u>
☐ Modification of Return Plenum
☐ Replace Return Plenum <u>X</u>
☐ New Supply Registers
☐ Filter 1 <u>X</u> <u>X</u>
☐ Filter 2 <u>X</u> <u>X</u> | ☐ Micro Power Guard <u>X</u>
☐ New Filter Grill <u>X</u>
☐ Enlarge Return for Attic/Other <u>X</u>
☐ Reconnect to Existing Ductwork
☒ Replace Existing Supplies <u>9</u>
☒ Replace Existing Return <u>1</u>
☐ R6 ☐ R8 ☐ Green
☐ Insulate Duct Work
☒ Duct Testing T-24 | ☒ High Eff. Duct Seal
☐ Source Removal
☐ Sanitize
☐ High Eff. Air Seal
☐ CAS Testing
☐ Zoning System # _____
☐ Filter Rack-Up Flow | DUCT SIZE
B1 _____ B2 _____ B3 _____ B4 _____
R1 <u>X</u> <u>X</u> R2 <u>X</u> <u>X</u>
Kit _____ Lau _____ Liv _____
Fam _____ Din _____
Other _____ |
|--|--|--|---|
- REGISTERS**
B1 X B2 X B3 X B4 X BA1 X
R1 X R2 X Kit X Lau X BA2 X
Liv X Fam X Din X Other X
- Special Notes: _____

INVESTMENT TERMS

☐ **NOTICE TO OWNER:** The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has informed you of the "Notice of the Three-Day Right to Cancel." Which is a separate form provided.

• Set Point: Heating _____ Cooling _____
12 Year(s) Manufacturer Compressor Warranty
12 Year(s) Manufacturer Heat Exchanger Warranty
12 Year(s) Manufacturer Parts Warranty
2 Year(s) Manufacturer Labor Warranty

- ☐ **TERMS:** Net due upon completion, or in accordance with financing agreement. Financing subject to approval by lender and home owner.
- ☒ Customer understands that Gallagher's Plumbing, Heating and Air Conditioning, Inc. is not responsible for rebates.
- ☒ Customer understands they are responsible for installation of smoke and carbon monoxide alarms effective January 01, 2011 per CA building code.
- ☒ **Social Media:** Prior to posting any negative comments or complaints about our work on Yelp or other social media sites, Owner agrees to contact us at info@comfortpeople.com and give a reasonable opportunity to address any concerns.

Total, Including Installation 19,953 \$
Less Initial Investment (\$ _____)
Rebates (\$ _____)
Entire amount (\$ _____)
Amount Financed \$ 19,953
Balance Due on Completion _____ \$

AGREEMENT ACCEPTANCE

Guarantees not valid due to damage from Acts of God, hidden/intentional/accidental damage, or lack of annual maintenance.

HIS#: 912345

☐ Place Yard Sign ☐ 30 ☐ 60 ☐ 90 Days

I/We own the real property in which the equipment is to be installed and have authority to order the work as outlined above. Terms: Net due upon completion, or in accordance with the financing agreement.

Approval: _____ Date 6/7/19
Customer

Approval: _____ Date 6/7/19
Gallagher's Plumbing, Heating & Air Conditioning, Inc.

"NOTICE TO OWNER"

The law requires that before a contractor can enter into a contract with you for a work of improvement on your property, he must give you a copy of this notice. Under the California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS.

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to insure that all persons due payment are actually paid.
4. After making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important but may not be as complete. TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS OR LABORERS HAVE SIGNED.

The above is not meant to be an exhaustive review of Mechanics Liens. It is intended that you understand that you are entering into a contract which may bind your property and it is intended that you understand how to act to protect your property.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

No cancellation will be accepted except as herein provided in case of breach by the buyer, buyer agrees to pay seller reasonable attorney fees and court costs incurred in enforcing this agreement whether or not suit is brought. In the event buyer does not pay seller on delivery and installation, buyer agrees to pay seller in addition to attorney fees and costs, a service charge based upon the highest lawful rate. Seller may assign any and all rights under this contract. Any changes including, but not limited to colors and sizes are to be considered an extra to be paid for by buyer at seller's cost.

Seller shall not be liable nor responsible for damages or delays in delivery or installation due to strikes, fires, acts of God, riots, civil commotions, defects in the premises where the work is to be done, or other matters beyond the seller's control.

The installation provided for hereunder is to be in conformance with the applicable local building codes and ordinances and in the event that the applicable local building codes and ordinances and in conflict with this contract, then the applicable local building codes and ordinances shall prevail and the parties hereto agree to be bound thereby.

Inasmuch as damages in the event of a breach by the buyer of this agreement are difficult to ascertain and often entail specially ordered materials, it is understood and agreed that if buyer shall fail to accept delivery and/or installation of merchandise, buyer shall at seller's option pay to seller 30% of the sales price as liquidated damages. However, nothing herein is to be construed to prevent the seller from recovering full cash sale price for items delivered or installed.

Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Disputes within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.