



**Department of Public Works
Water & Sewer Utility**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

September 14, 2026

N10W27463 Rolling Ridge Dr.

Re: Mandatory Sanitary Sewer Connection

Dear Oliva Gill or Erich Ewing;

In 2001, the City of Pewaukee installed a sanitary sewer main and laterals to your property located at N10W27463 Rolling Ridge Dr. At that time, the Common Council adopted Resolution 03-9-5 establishing the payment terms for the special assessment for sanitary sewer installation.

In 2002, you received a letter outlining the final terms of the special assessment. The letter stated that the property was required to connect to the municipal sanitary sewer system within fifteen (15) years of service availability. Based on that timeline, the required connection should have been completed by 2017.

During a recent audit of the sewer connections, the City determined that your property has not been connected to the municipal sanitary sewer system.

The Sewer Utility has since updated its ordinance to require all properties with municipal sanitary sewer service available to connect upon expiration of the fifteen (15)-year connection period. As part of this update, the Utility is notifying all affected property owners of this requirement.

Your property must be connected to the municipal sanitary sewer system within one (1) year from the date of this letter

Property owners will pay for a private plumber to connect to the system, abandon their existing private system, and obtain any required permits. You are also responsible for paying for any outstanding reserve capacity assessments (RCA) and/or interceptor capacity assessments (ICA). These assessment rates may change each calendar year.

Amounts owed for your property:

2026 Sewer RCA (Connection Fee): \$3,767.00

If the required connection is not made in accordance with the applicable ordinance, a standby charge of 150% of the quarterly sewer charge will be sent to each property owner on their quarterly utility bill. The current quarterly sewer rate is \$141.00. Therefore, a quarterly standby charge of \$211.50 will be added to the utility bill of any property that is not connected by the applicable deadline

If you have any questions, please contact the Utility Office at (262) 691-0804.

Sincerely,

Renee S Reed
Utility Billing Specialist



Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

BILL TO

Olivia Gill
N10W27463 Rolling Ridge Court
Waukesha, WI 53188 USA

ESTIMATE
102393284

ESTIMATE DATE
Aug 04, 2026

JOB ADDRESS

Olivia Gill
N10W27463 Rolling Ridge Court
Waukesha, WI 53188 USA

Job: 20263346

Technician: STEVE R.

ESTIMATE DETAILS

Connection to City Sewer:

Rozga Plumbing Corp. proposes to provide labor, equipment and material for the installation of your new sanitary sewer lateral as well as the abandonment of the home's septic system.

- We will excavate from the north side of the home, through the front yard to the lot line where the city has stated the sanitary sewer was stubbed into the property, on the north side of the driveway. This excavation will be dug to a maximum depth of 12' and be up to 115' in total length. We will install up to 115' of 4" PVC piping, as well as clean outs as required by state code. The new outside piping will be extended into the basement, through the north wall and connected to the 6" PVC piping that the city installed at the lot line. All piping will be bedded in stone and the required plumbing inspection obtained. The excavation will be backfilled using all of the excavated earth, to a rough grade.

- Inside the basement of the home approximately 30' of new 4" PVC piping will be installed to connect to the existing inside hung piping before being connected to the piping we extended into the basement from outside.

One load of spoil will be hauled offsite.

- Homeowner will need to have the septic tank(s) completely pumped out first thing in the morning the day the interior piping is installed. The homeowner is directly responsible for the cost of the pumping.

After the septic tank has been pumped, we will excavate to the top of the tank, the tank cover removed and the septic tank abandoned and filled.

Please note:

*Standard plumbing permit and inspection included.

*Site restoration/landscape restoration is NOT included in this proposal. Rozga is not responsible for any settling of the earth that may occur naturally over time.

*This proposal includes plumbing permit only. This proposal does not include any municipal fees, assessments fees, etc and these must be paid direct by property owner to municipality.

*No trimming or removal of any trees or shrubs is included in this proposal, if any is determined to be required.

*Additional charges may be made if unforeseen conditions arise, including but not limited to: highly unstable soils, high groundwater, rock or concrete larger than 12" in size, old foundations, contaminated soils, or other subsurface or concealed conditions. *Rozga shall not be responsible for any settling that naturally occurs after any excavation and backfill work. *If additional work is needed other than listed above it will be billed at a time and material rate. *All new plumbing work will be warranted for a period of one year from time of installation. *Once Digger Hotline has been contacted any utilities (public or

private) that interfere with our work may create an added cost. *Customer Orientation are made a part hereof and incorporated herein. *Private Utility Rider must be completed and submitted to Rozga with accepted contract. *Terms and conditions titled "Rozga Proposal Terms and Conditions" are made a part hereof and incorporated herein. *Please sign and return both this proposal and Terms and Conditions page.

CASH DISCOUNT

If all payments are made by cash or check, and the final balance is paid in full within 5 days of completion, a discount of \$620.00 may be deducted from the final invoice.

PAYMENT TERMS

A down payment of \$16,100.00 is required upon acceptance of this proposal. Progress payments will be requested, as necessary. The final balance is due upon completion of the work.

FINANCING AVAILABLE

We have partnered with Hearth to bring you monthly payment options for your project. To see your personalized options, please visit our website: www.RozgaCorp.com. For any questions, please give our office a call.

SUB-TOTAL	\$32,266.00
STATE OF WISCONSIN 5%	\$0.00
TOTAL	\$32,266.00

Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

THIS ESTIMATE IS GOOD FOR (14) DAYS. The summary above is furnished by Rozga Plumbing Corp. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. Upon acceptance of our proposal, we ask for a down payment, any necessary progress draws with the balance due in full upon completion. Please sign, date, and return this proposal with down payment.

Sign here

Date

Rozga Proposal Terms and Conditions

This Proposal /Contract is void unless acceptance by Customer's authorized signature and down payment are received in our office within fourteen (14) days of proposal date.

WARRANTY: All work performed by Rozga Plumbing ('Rozga') will be performed in a neat and workmanlike manner. Rozga hereby warrants to the customer its workmanship for a period of one year from the date of completion of this contract. The Customer's sole remedy against Rozga shall be limited to defects due to imperfect workmanship arising within said time period. This warranty, and the warranties, if any, provided by the respective manufacturers of materials, pipes, fittings, and fixtures utilized, are expressly in lieu of all other warranties, expressed or implied, including the warranties of merchantability and fitness for use or any particular purpose. Rozga shall not be liable for any loss or damage to persons or property, including lost profits, for any work performed or materials utilized.

ACCEPTANCE OF WORK: Rozga's final bill (invoice) to customer for work performed shall constitute notice of completion of the Contract and the same shall be deemed acceptance of the work performed unless Customer's written protest is received by Rozga within 10 days from the date of said final bill (invoice).

PAYMENT: Payments required by the Contract shall be made as follows: Down payment with accepted contract and balance upon completion of work. Larger projects might have progress payments which are due upon receipt. All invoices are due upon receipt. A one (1%) per month late charge will be added for any payment not received by Rozga within ten days of the due date. Failure to make payment as specified will be considered breach of contract, and Rozga may, at its option cease performance of the work specified herein. In the event Rozga commences action to collect any amounts due hereunder, customer shall pay all costs and expenses of collection, including without limitation reasonable attorney fees incurred by Rozga to the extent not prohibited by law.

PAYMENT FOR PERMITS: Permit fees are included as a portion of the down payment. Permits will be applied for after receipt of down payment.

SPECIFIC EXCLUSIONS: This proposal does not include labor or materials to pump water from any excavations, or for frost breaking or bedrock breaking when required. This proposal also does not include erosion control (i.e., silt fence, hay bales, etc.) or tree removal when required. Rozga shall not be responsible for damage to nor restoration of private utilities that are not marked by Digger's Hotline.

GENERAL SITE CONDITIONS: ROZGA shall not be responsible for damage to or restoration of landscaping, or vegetation, (i.e., grass, trees, shrubs, etc.) nor any concrete or asphalt drives or walks, patios, roads, culverts due to size and weight of the trucks and machines used onsite for the work in the scope of this contract. Rozga shall use its best efforts to minimize damage to the same. ROZGA shall not be responsible for damage to or replacement of any underground utilities (pipes, wires, etc.) that are not marked by "Diggers Hotline". All areas excavated by ROZGA shall be rough backfilled only and graded to the best of the ability of the equipment onsite. Site restoration (in any capacity) is not part of this contract and shall not be the responsibility of ROZGA, unless otherwise specified by ROZGA in writing. ROZGA shall not be responsible for any settling that occurs.

NOTICE OF DEFECTIVE WORK: Upon completion of the work, should the customer find a defect or problem, the Customer agrees to notify Rozga Plumbing Corp ('Rozga') within forty-eight (48) hours of completion of the work and describe all defective work, if any. Customer shall allow Rozga first opportunity to repair any allegedly defective work. The failure to allow Rozga the first opportunity to repair any allegedly defective work shall void all warranties. The customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. Rozga Plumbing Corp shall not be responsible for any costs associated with any work performed by any company or individual.

ELECTRICAL WIRING: Electrical wiring is not included as part of this contract and ROZGA does not warrant any portion of the electrical including but not limited to the effluent pump, alarm, float switches, etc.

COMPLETE AGREEMENT: This contract contains the entire agreement between the parties. Verbal understanding and agreements with representatives shall not bind Rozga unless set forth herein.

WATER CONVERSIONS: When converting homes from private well to municipal water, pressure can be much higher. The higher pressure can cause older pipes, fittings, and fixtures to leak. Rozga shall not be responsible for leaks caused by higher pressure.

WISCONSIN STAT. 779.02(2)(A): "As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid."

I accept the above terms and conditions as part of my contract and agreement:

Accepted by (Signature)

Accepted by (Printed Name)

Date



MIDWEST PLUMBING

W246 S3150 Industrial Lane, Waukesha, WI 53189
Phone (262) 522-7494 • Fax (262) 522-7495
MP 7212 • C.I.D. 224725



PROPOSAL SUBMITTED TO			
Olivia Gill N10 W27463 Rolling Ridge Court Waukesha, WI 53188 (262) 765-1475 Theitalian05@gmail.com		PROPOSAL #	26 - 10974
		DATE	07/23/2026
		JOB LOCATION	Gill Residence N10 W27463 Rolling Ridge Court Pewaukee, WI 53072

WE PROPOSE to furnish material and labor complete in accordance with specifications below, for the sum of:

\$ 39,125.00

PAYMENT TO BE MADE AS FOLLOWS: DRAWS WILL BE MADE AS WORK PROGRESSES WITH INVOICES DUE IN 15 DAYS.

PROJECT DETAILS:

PLUMBING

Sewer Conversion

Re-route plumbing in basement out side wall

Abandon septic tank

Run new sewer lateral from side of house to stub in yard, approx. 140 to 150 feet

Replace concrete crock with sealed sanitary crock

Necessary PVC pipe and fittings

Necessary Stone

Necessary Permits and inspections

Necessary Labor

Notes:

No tree removal included

No yard restoration included

Spoils to be left on site

Exclusions:

- Rock excavation, blasting, or contaminated soil removal.
- Dewatering, well-point systems, pumping, or groundwater control.
- Replacement of unsuitable soils or imported fill material.
- Hauling or disposal of excess excavation spoils off site.
- Locating, exposing, or repairing private or public utilities that cannot be accurately located or marked before excavation.
- Damage to unknown, mismarked, or unmarked underground utilities.
- Final landscaping, seeding, sod, irrigation, asphalt, concrete, or driveway restoration.
- Silt fence installation or restoration unless specifically included.
- Additional work caused by changes to utility locations provided by the builder, owner, or municipality.
- Sewer lateral pricing and installation are based on the elevations and information provided before construction. Contractor is not responsible for insufficient sewer slope or gravity flow caused by the final building or foundation elevation differing from the provided plans or being established after the lateral is installed.



MIDWEST PLUMBING

W246 S3150 Industrial Lane, Waukesha, WI 53189

Phone (262) 522-7494 • Fax (262) 522-7495

MP 7212 • C.I.D. 224725



ALL MATERIALS ARE GUARANTEED TO BE AS 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 WORKMAN'S COMPENSATION INSURANCE. NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

THE PREVAILING PARTY IN ANY DISPUTE WITH RESPECT TO THIS CONTRACT/AGREEMENT IS ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES INCURRED WITH RESPECT TO SUCH DISPUTE AND IN ANY APPEAL.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

DATE OF ACCEPTANCE



PLUMBING • HEATING • AIR • ELECTRIC

Austin Plumbing, Heating, Air & Electric
530 Norton Drive, Hartland, WI 53029
teamaustin.com

BILL TO

Erich & Olivia Ewing
N10W27463 Rolling Ridge Court
Waukesha, WI 53188 USA

ESTIMATE
126769081

ESTIMATE DATE
Jul 17, 2026

JOB ADDRESS

Erich Ewing & Olivia Ewing
N10W27463 Rolling Ridge Court
Waukesha, WI 53188 USA

Job: 126490463

ESTIMATE DETAILS

Connect home to city sewer: The home has a very old septic system and is in need of being replaced. They are looking to sell the home and they are looking to have their home connected to the city pipe that is stubbed into the yard. The home has 1 full bathroom on the second floor, one half bathroom on the first floor and one kitchen. They drain out the back of the home from two separate buried cast iron pipes. One pipe has a slab on grade addition built over it. They also have a very small effluent crock in the basement that is located on the front side of the home. This crock is connected to the basement floor drain and laundry tub.

It is my recommendation to relocate the basement portions of the drains to come out the North East side of the unfinished portion of the basement. This will require us to remove the existing cast iron pipes that go through the basement back foundation wall and patch the cement holes. Two new pvc pipe runs will run under the basement floor joists and tie into one new pvc pipe that will run lengthwise towards the North side of the basement where it will go through the foundation wall and out into the yard.

Using a wheel to measure the distance of the trench I came up with 147'. I chose to start five feet away from the edge of the road all the way back to a point where we will stop and turn left into the side of the house.

This estimate does not include:

1. Decommissioning the septic tank or drain field in any way.
2. Repairing or final grading of the yard after we are done with our trenching. In fact we will be piling all excess dirt that came out of the trench over the top of the trench to allow for proper settling.
3. Fees or permits paid to any city or county departments other than a plumbing permit.
4. Any work to upgrade the effluent crock or its discharge pipe in any way.
5. Cutting, removing or replacing any basement concrete
6. Burying of any pvc pipe under the basement footing or under the basement floor.

SERVICE	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
Sewer Spot	Repair Sewer- Up to 8' Deep and repair/replacing up	1.00	\$12,793.29	\$11,513.96	\$11,513.96

Repair- 8 x 10 to 10' of pipe.:
Excavate and Replace Up to 10' of Underground Drain
Line Up to 8' Deep What's Included:

- **Excavation**
We'll excavate up to 10 feet of pipe at a depth of up to 8 feet. If we need to go deeper or longer than that due to what we find underground, we'll pause and give you a clear quote before proceeding.
- **Pipe Replacement and Bedding**
Old pipe will be removed and replaced with PVC. To help prevent future sagging or dips, the new pipe will be properly bedded with stone.
- **Connections to Existing Piping**
We'll tie into your current drain system at two suitable connection points. Please note: while we'll make secure connections, we can't guarantee the performance or condition of the older pipes we're connecting to.
- **Backfilling and Rough Grading**
Excavated soil will be backfilled and roughly graded. The area will likely have a large mound of soil that needs time to settle. Final grading and spreading of dirt is not included and should be planned for separately.

What's Not Included:

- **Utility Crossings**
This price assumes we won't cross or hit any underground utilities. If we do find or hit any, we'll need to quote additional work.
- **Landscaping Repair & Tree Removal**
Excavation will disrupt your yard. Restoring grass, plants, or other landscaping is not included in this quote. Often pipe needs to be replaced due to roots. The tree causing the issue may need to cut down for us to complete work. If that's the case it's not included in our price.
- **Sidewalk or Road Repairs**
If we need to cut into concrete, asphalt, or roadway, the additional repair and restoration work will be quoted separately.

Important Notes:

- **Underground Surprises**
Digging underground can sometimes reveal the unexpected—like hidden utilities, unstable soil, or more damage than visible. If we find anything that changes the scope, we'll talk with

you right away about your options and updated pricing.

- **Partial vs. Total Replacement**

This is a spot repair, not a full sewer line replacement. A full replacement (from inside the home to the city connection) typically runs \$25,000-\$40,000 and includes sections not covered here—like those under the home or street. We'll make sure this section is ready for any future connections if a full replacement is needed down the road.

- **No Drain Issue Guarantee**

Drain problems can occur even in brand-new pipe, especially when only a portion of the system is replaced. Because we are not replacing the entire system, this repair does not include any guarantee against future stoppages or failures.

Underground- Add On	ADD ON TO SEWER REPAIR/REPLACEMENT- PER ADDITIONAL 25 FEET: This task accounts for an additional 25' of pipe and/or other circumstances that are beyond the scope of the starting repair such as:	5.00	\$7,483.38	\$6,735.04	\$33,675.20
	• Stone • Additional earth work • Additional manpower and or days on site • Etc.				
Underground- Trenchbox	Underground Add On-Trench box needed.: Add to any job that a trenchbox is needed.	1.00	\$4,547.27	\$4,092.54	\$4,092.54
Project- 1D2TM600	Project: Project Description. All the new hanging drain pipe work needed to redirect the septic out the North side of the home.	1.00	\$7,978.80	\$7,180.92	\$7,180.92
Permit Per Trade	Pull Trades Permit. Price is per trade: This fee covers the administrative costs and filing required to obtain the necessary permit for your project. How the permitting process works:	1.00	\$500.00	\$450.00	\$450.00
	1. Permit Application: We handle the submission of all required paperwork to your local municipality, notifying them of the work that needs a permit. 2. Permit Issuance: Once the municipality acknowledges the work, they issue a permit with a unique reference number.				

3. **Work Completion:**
Austin will complete the scope of work as agreed.
4. **Inspection Scheduling:**
After the work is finished, an inspection will be scheduled—either by the homeowner or Austin, depending on the project. The inspector will review the work done by Austin and inspect any existing systems connected to the new work.
5. **Inspection Outcome:**
 - o If the inspector approves both the new work and the connected existing systems, the permit will pass.
 - o If modifications are required to the existing system, the permit may fail, and specific recommendations will be made.

Modifications & Estimates:

Should the Inspector recommend modifications to the existing system that go beyond the original scope of work, Austin will provide an estimate for the necessary adjustments to bring the system into compliance.

MEMBER SAVINGS	\$6,323.64
SUB-TOTAL	\$56,912.62
TAX	\$0.00
TOTAL	\$56,912.62
EST. FINANCING	\$751.25

Thank you for choosing Austin Plumbing, Heating, Air & Electric

CUSTOMER AUTHORIZATION

By signing, You have entered into a CONTRACT with Austin Plumbing, Heating, Air & Electric to complete the scope of work established herein at the price of \$56,912.62. In addition, You are agreeing to be bound by these Terms and Conditions and represent that you have the authority to enter a contract or have been authorized to do so by the owner of the property.

Work by, costs associated with, and fees owed to Austin Plumbing, Heating, Air & Electric to fulfill this contract begin immediately after You sign this contract. Should you choose to cancel this contract or stop Our work at any time after the contract is signed, 30% of the \$56,912.62 contract price is non refundable.

Any estimates or proposals for work contained herein are null and void if not accepted within 15 days of being presented to you.

Payment in full for the total Contract price is due upon completion of work.

Sign here

Date

TERMS AND CONDITIONS

These Terms and Conditions apply to and are incorporated into to any paper or electronic contract for materials and service ("Contract") between Austin Plumbing Co., Inc., d/b/a Austin Plumbing Company, Polar Express Heating and Air Conditioning and Austin Plumbing, Heating & Air ("Company" "us" or "we") and the owner or owner's authorized agent ("Owner"), at the location of the services, hereinafter, "Premises").

- 1) **Work Included In Fixed Price.** All services provided by Company at the Premises (the "Work") shall be expressly written on the Contract.
 - a. **Fixed Price.** Unless otherwise written on the Contract or addressed in these Terms and Conditions, the fixed price for the Work includes all parts and labor required for the Work. Company will not provide a breakdown of individual components within the fixed price.
 - b. **Additional Services Not Included.** The Work does not include any additional service or repair not written on the Contract, including but not limited to service required as a result of unforeseen conditions or conditions beyond the Company's control. Examples of additional services or repairs not included in the Work include but are not limited to: cutting into or repairing drywall, concrete, or roof; repairing damage resulting from relocation of appliances; ditch compaction; repairs necessitated by equipment stuck in the drain line; gutter repairs; correction to landscaping or other property damaged in the normal course of work.
 - c. **Work Required by Public Authority.** In the event that the applicable public permitting authority or other government agency requires modifications or additional work not expressly written on the Contract ("Required Work"), then the contract price shall be increased to reflect the Required Work.
 - d. **Visual Inspections.** Inspections of plumbing and/or HVAC systems are based on a visual assessment only. Visual assessments may not reveal all defects and should not be solely relied upon. No warranty, expressed or implied, is made or assumed regarding the accuracy, adequacy, completeness, reliability, or usefulness of such visual assessments.
 - e. **Diagnostics.** Owner understands that recommended repairs are based on the best information available at the time of diagnostics and are made in the Company's best effort to solve a presented problem. Company's recommended repairs may not fully solve the presented problem, and more work may be required at additional cost.
- 2) **Owner Responsibilities.** The Owner assumes the following responsibilities, and understands that this list of responsibilities is not intended to be all-inclusive:
 - a. Provide full and detailed information regarding Owner's requirements for the Work and ensure that the full scope of required Work is explicitly written on the Contract.
 - b. Provide prompt notice to Company if Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Work.
 - c. Furnish to the Company, at Owner's cost and expense, any information relevant to the Work, including but not limited to the location of property lines, underground utilities, power lines, cable or telephone utility lines, easements or rights of way, pipes, septic tanks, drain fields, etc. Owner will furnish blueprints or as-built drawings if available. Owner shall indemnify Company and hold Company harmless from any loss or liability, including attorney fees and costs, resulting from any suits, claims, disputes, or losses related to the Owner's failure to provide the above-required information.
 - d. Furnish access to the Premises and secure permission from neighboring property owners to enter their property if necessary to complete the Work.
 - e. Furnish electricity, running water, and parking spaces for Company's vehicles throughout the duration of the Work.
 - f. Cover or protect surfaces and remove any items of personal property that may be affected or damaged by the Work. Owner assumes the risk and explicitly waives the right to recover damages arising from Company's actions causing damage to surfaces or personal property

not adequately protected by Owner. This waiver applies if Company's actions were negligent, but does not apply if Company's actions were grossly negligent or intentional.

- 3) **Payment Terms.** Unless otherwise written on the Contract, Owner's payment in full is due upon completion of the Work.
 - a. **Past Due Invoices.** Past due invoices will be subject to 1.5% interest charges per month until paid. The interest will be applied to the previous month's balance.
 - b. **Failure to Pay Agreed Installments.** In the event that Owner fails to pay any periodic or installment payment allowed under the Contract, Company may cease work without breach pending payment of amounts due or resolution of any dispute.
 - c. **Costs of Collection.** A \$50.00 returned check fee may be assessed for any dishonored checks. In the event Company prevails in any action or proceeding to collect any amount due Company under this Contract, or otherwise enforce this Contract, Company shall be entitled to recover from Owner, in addition to any other damages, its costs and expenses, including reasonable attorneys' fees.
- 4) **Changes.** After execution of the Contract, any changes to the material terms of the contract shall be accomplished by agreement of Company and Owner pursuant to a written change order ("Change Order") signed by the Company and Owner. Material terms of the contract may include changes in the Work, adjustments to the Contract price, and adjustment to the substantial completion date, as applicable.
- 5) **Owner Cancellation.** Work by, costs associated with, and fees owed to Company to fulfill this contract begin immediately after You sign this contract. Should you choose to cancel this contract or stop Our work after the contract is signed, 30% of the total contract price up to the percentage of completion is due and non-refundable. All cancellation requests must be in writing to production@teamaustin.com.
- 6) **Warranty.**
 - a. **Warranty.** Unless otherwise stated in the Contract, Company warrants that the materials provided by Company shall be as specified and free of defects for a period of one (1) year from the date of installation, and that services, maintenance and repairs provided by Company shall be provided free from defects for a period of one (1) year from the date of substantial completion, subject to the limitations set forth below (the "Warranty").
 - b. **Notice and Repair/Replacement of Defect.** For a defect to be covered by this Warranty, Owner shall give written notice of the defect (the "Notice") to Company within 7 days of learning of the defect and prior to the date of expiration of this Warranty. Any material defect, latent or otherwise, for which Notice is not provided prior to the expiration of this Warranty shall not be covered by this Warranty. If Owner does not give Company Notice of the defect and the opportunity to either repair the defect, then the Company shall not be liable for the defect.
 - c. **Exclusions.** No warranty is given for the results of drain cleaning. Company shall not be obligated to replace or repair any defect or pay for the replacement or repair of any defect caused, in whole or in part, by: (i) Owner's improper or insufficient maintenance of the Work or improper or insufficient maintenance or operation of any of the Work's systems; (ii) natural occurrences beyond Company's control; (iii) defects in materials supplied by anyone other than the Company or agents acting on the Company's behalf; (iv) any work performed by Owner or Owner's contractors, subcontractors or agents; (v) normal wear and tear and normal usage; and (vi) materials, products or systems covered by other warranties such as manufacturers' warranties.
 - d. **Assignability.** Company's Warranty is not assignable or transferable to any subsequent owner of the Premises or Work without the Company's prior written consent.
 - e. **Manufacturer Warranties.** All manufacturer warranties will be assigned to Owner. Warranties from manufacturers may be of a different length of time than the Company's Warranty.
 - f. **Exclusive Remedy.** This warranty shall be the sole and exclusive remedy under this Contract for any and all defects regardless of the form of the claim (i.e., whether based on statute, contract, or tort (negligence, strict liability or otherwise)). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS

CONTRACT. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE WORK, ANY IMPLIED WARRANTY OF MERCHANTABILITY, USE, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. OWNER AGREES THAT IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, EMOTIONAL DISTRESS, PERSONAL INJURY, BODILY INJURY, DEATH, OR INDIRECT, INCIDENTAL OR, CONSEQUENTIAL DAMAGES, CAUSED DIRECTLY OR INDIRECTLY BY THE ACTS OR OMISSIONS OF COMPANY UNDER THE CONTRACT.

- 7) **Maintenance Agreement and Club Membership.** If Owner is a member of Company's maintenance agreement or Club, the following terms apply.
- a. **ACTIVATION OF YOUR MEMBERSHIP-** Your first monthly or annual payment will be charged upon contract activation. Once your membership is fully active, you will receive an email from our club team welcoming you to the club and notifying you of the month(s) your maintenance visits have been allocated to.
 - b. **SCHEDULING YOUR MAINTENANCE VISITS** – Our office will contact you in or around the month in which your visits were allocated via text/email or phone call. The timing of our contact will be determined by our office staff based on weather, workload, and our availability (noting regular frequency of maintenance is more important than the time of the year). We ask that you please respond within 7 days of our initial contact to help schedule your maintenance. If after two attempts we do not receive a response from you, we will take your lack of response as a request to waive that particular visit.
 - c. **BILLING INFORMATION** – Owner agrees to keep all payment methods current and to promptly contact our office with any payment changes. Owner must respond to any billing related matter within 5 days of Company contact.
 - d. **CANCELLATION OF MEMBERSHIP - EITHER PARTY MAY TERMINATE THIS MEMBERSHIP BY PROVIDING A 5 (FIVE) DAY WRITTEN NOTICE OF CANCELLATION** which begins on the first business day receipt of the written termination notice. Any unpaid dues on account related to this contract must be paid in full at the time of cancellation. Any scheduled charges that occur prior and during the 5-day termination period are unavoidable and non-refundable. Send cancellations to club@TeamAustin.com. All club membership fees are NON-REFUNDABLE.
 - e. **ADDITIONAL TERMS OF MEMBERSHIP** – Your membership entitles you to certain benefits such as maintenance visits and discounts. The fees associated with your membership are not tied to any one specific benefit. Therefore, no full or partial refunds for unused benefits will be issued. Company reserves the right to make future changes to this agreement. Should the terms of this membership, the benefits, or availability of this club change, clients will be notified in writing via mail/email.
- 8) **LIEN NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL LIKELY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND OWNER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO OWNER'S LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
- 9) **Breach.** The following terms shall dictate recoverable damages in the event of a breach of this Contract by Company or Owner:

- a. **Breach by Company.** In the event that Company breaches the terms of this Contract, Owner shall be entitled to recover Owner's actual damages incurred as a result of Company's default. **OWNER HEREBY WAIVES ALL CLAIMS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** This section is subject to the terms and conditions of the Warranty set forth above.
 - b. **Breach by Owner.** In the event that Owner breaches the terms of this Contract, Company shall be entitled to recover Company's actual damages, including without limitation, Company's lost profit, incurred as a result of Owner's breach. Company shall have the right to collect amounts due hereunder pursuant to all remedies available by law. Owner shall pay all reasonable costs and expenses of collection, including without limitation, reasonable attorneys' fees and other legal expenses, incurred by Company in the enforcement of this Contract.
- 10) **Severability.** If any provision or any part of a provision of this Contract shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract or provision; instead, the entire Contract or provision shall be construed as if not containing the particular invalid or unenforceable provision or portion of such provision, and the rights and obligations of Owner and Company shall be construed and enforced accordingly.
 - 11) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed received by the party to whom addressed when delivered to such party, or when sent if delivered via electronic mail, or when posted if sent by registered or certified mail with postage prepaid, or three business days after posting in the regular United States mail, in each case directed to the party for whom intended at the address set forth herein or otherwise provided to the other party.
 - 12) **Assignment.** This Contract may not be assigned by Owner or Company without the written consent of the other party.
 - 13) **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, heirs, personal representatives, administrators, successors and assigns.
 - 14) **Opportunity to Consult with Counsel.** The Owner has read this contract or has had it read aloud to him or her. Further, the Owner has had the opportunity to consult third parties, including attorneys, without the interference of Company. Owner understands the terms and conditions of the contract.
 - 15) **Venue and Controlling Law.** All disputes shall be resolved in the courts of the State of Wisconsin. The interpretation, construction and performance of this Contract shall be governed by the laws of the State of Wisconsin.
 - 16) **Counterparts.** This Contract may be executed physically or electronically, simultaneously or in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
 - 17) **Entire Agreement.** This Contract, including all attachments and subordinate documents attached to or referenced in this Contract, shall constitute the entire agreement between Owner and Company with respect to its subject matter, and shall not be modified or amended except by a writing signed by Owner and Company. A Change Order signed by the parties shall constitute such a modification whether attached or separately executed. The provisions of this Contract supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Contract. No oral representations or statements made by Owner or Company or their representatives or agents shall modify the terms and conditions of this agreement.