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WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

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P.O. Box 942, Brookfield, WI 53008-0942
262/827-4200

REAL ESTATE CONDITION REPORT

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT _____
7141 W Forest Home Ave (STREET ADDRESS) IN THE City (CITY) ~~(VILLAGE) (TOWN)~~
OF Greenfield, COUNTY OF Milwaukee, STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF November (MONTH), 13 (DAY), 2026 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. *Note that only statements D1,D3,D5,D7 and D9 can be marked as "not applicable." All other statements must be accurately noted as "yes" or "no".* If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

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	B. STRUCTURAL AND MECHANICAL	YES	NO	N/A
B.	*I am providing a limited home warranty plan to buyer at closing.*	☐	☑	
B1.	Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.	☐	☑	
B2.	Are you aware of defects in the electrical system? Electrical defects may include items such as *defects in solar panels and systems*, electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.	☐	☑	
B3.	Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)? Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.	☐	☑	
B4.	Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)? Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.	☐	☑	
B5.	Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property? Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	☐	☑	
B6.	Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws? NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).	☐	☑	
B7.	Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.	☐	☑	
B8.	Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation.	☐	☑	
B9.	Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.	☐	☑	
B10.	Are you aware of rented items located on the property such as a water softener or other or water conditioner system *or water treatment system* or other items affixed to or closely associated with the property? *Such items may include reverse osmosis systems, iron fillers, or other filters.*	☐	☑	
B11.	Are you aware *of current or previous* basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?	☐	☑	
B12.	Explanation of "yes" responses _____			

	C. ENVIRONMENTAL	YES	NO	N/A
C1.	Are you aware of the presence of unsafe levels of mold?	☐	☑	
C2.	Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.	☐	☑	

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		YES	NO	N/A
C3.	Are you aware of the presence of asbestos or asbestos-containing materials on the property?	☐	☑	
C4.	Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☑	
C5.	Are you aware of current or previous termite, powder post beetle, carpenter ant infestations or defects caused by animal, reptile, or insect infestations, *including infestations impacting trees*?	☐	☑	
C6.	Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	☐	☑	
C7.	Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☑	
C8.	Explanation of "yes" responses _____			

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

		YES	NO	N/A
D1.	Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety.	☐	☐	☑
D2.	Are you aware of a joint well serving the property?	☐	☑	
D3.	Are you aware of a defect related to a joint well serving the property?	☐	☐	☑
D4.	Are you aware that a septic system or other private sanitary disposal system serves the property?	☐	☑	
D5.	Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.	☐	☐	☑
D6.	Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	☐	☑	
D7.	Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	☐	☐	☑
D8.	Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	☐	☑	
D9.	Are you aware of defects in an "LP" tank on the property?	☐	☐	☑
D10.	Explanation of "yes" responses _____			

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

		YES	NO	N/A
E1.	Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	☐	☑	
E2.	Are you aware that remodeling was done that may increase the property's assessed value?	☑	☐	

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		YES	NO	N/A
E3.	Are you aware of pending special assessments?	☐	☑	
E4.	Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☑	
E5.	Are you aware of any proposed construction of a public project that may affect the use of the property?	☐	☑	
E6.	Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	☐	☑	
E7.	Are you aware of any land division involving the property for which a required state or local permit was not obtained?	☐	☑	

E8. Explanation of "yes" responses E2: Extensive remodeling was done all with obtaining city permits and inspections.

F. LAND USE

		YES	NO	N/A
F1.	Are you aware of the property being part of or subject to a subdivision homeowners' association, *or other homeowners' association*?	☐	☑	
F2.	If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☑	
F3.	Are you aware of any zoning code violations with respect to the property?	☐	☑	
F4.	Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	☐	☑	
F5.	Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☑	
F6.	Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☑	
F7.	Are you aware of restrictive covenants or deed restrictions on the property? A restrictive covenant or deed restriction may include a provision that imposes resale price limits, occupancy requirements, or other restrictions for a specific period of time (e.g. a development that received Infrastructure Access or Vacancy-to-Vitality funds from the Wisconsin Housing and Economic Development Authority (WHEDA). For more information, visit https://www.wheda.com.).	☐	☑	
F8.	Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	☐	☑	
F8a.	*Are you aware of any private road agreements or shared driveway agreements relating to the property?*	☐	☑	
F9.	Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☑	
F10.	The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or *call* (608)266-2486.			
	a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☑	
	b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☑	
	c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☑	

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		YES	NO	N/A
F11.	Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.	☐	☑	
F12.	Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☑	
F13.	Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☑	
F14.	Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	☐	☑	
F15.	Are you aware there is not legal access to the property?	☐	☑	
F16.	Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	☐	☑	
F17.	Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☑	
F18.	Are you aware of a written agreement affecting riparian rights related to the property?	☐	☑	
F19.	Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.	☐	☑	
F20.	Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	☐	☑	

F21. Explanation of "yes" responses _____

G. ADDITIONAL INFORMATION

		YES	NO	N/A
G1.	Have you filed any insurance claims relating to damage to this property or premises, within the last five years?	☐	☑	
G2.	Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	☐	☑	
G2a.	*Does the property currently have internet service?* *If so, who is your provider?* _____	☐	☑	
G2b.	*Does the property have an electric vehicle charging system and station or installed wiring for a future system or station?*	☐	☑	
	Is the system or station affixed to the property?	☐	☑	
G2c.	*Does the property have accessibility features? If so, attach an Accessibility Features Report (see https://www.wra.org/Disabilities/)*	☐	☑	
G3.	Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☑	
G3a.	*Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?*	☐	☑	

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G4. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer. ☐ ☑

G5. Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition. ☑ ☐

G6. The owner has owned the property for 0.4 years.

G7. The owner has lived in the property for _____ years.

G8. Explanation of "yes" responses G5: minor cracks in concrete garage floor.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at http:www.doc.wi.gov or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Shakeel Ahmad Date 11/13/2026

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

BASEMENT WATERPROOFING & FOUNDATION SPECIALISTS

Contract

Date
8/18/26

GSI Builders LLC dba GSI Foundations
Licensed and Insured
W156N11301 Pilgrim Rd #276, Germantown, WI 53022
Phone: (262) 236-6805 Fax: (414) 897-7493

Submitted to - **Job Address** 7141 W Forest Home Ave, Greenfield, WI 53220
Owner: Shakeel Ahmad **Phone:** 414-628-5203
Mail Address: _____
City: _____ **State:** _____ **Zip:** _____

EXCAVATION / OUTSIDE WORK

___ Approximate linear ft.
( ) Provide permit(s)/diggers hotline.
( ) Cover lawn with plywood; excavate shaded area to footings; clean excavated walls; patch all exterior cracks (grade to footing); clean and flush bleeders in footings; apply below grade, tar mastic sealer; cover tar with 6 mil visqueen; install new 4' exterior drain tile; back fill approximately 80% stone and 20% topsoil; grade away from foundation walls using top soil
( ) Straighten walls best as possible and replace blocks if necessary.
( ) Repair/Re-tuck-point wall cracks interior/exterior per job Foreman.
( ) Remove/Replace ( ) Concrete ( ) Stoops
( ) Remove/Replace Air Conditioner by Licensed Technician.
( ) Remove/Replace/Install _____ Window Wells.
( ) Remove Shrubs, Bushes, Trees, Etc. as needed.

REINFORCEMENT METHODS

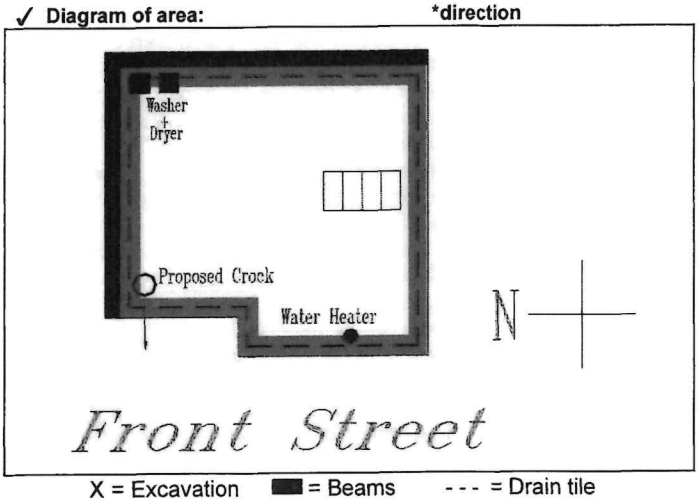
Wall thickness ___ No. of courses 10 Courses above grade ____
(✓) Reinforce walls where shown with engineered See Diagram vertical steel columns; Install approximately TBD steel braces every TBD " on center.
(✓) Grout behind braces where needed.
Notes: Site Reason for Repair: Wall Movement

GSI is not responsible for anything it needs to demo in order to perform the scope of work. GSI is not responsible for any plumbing, electrical, or HVAC. GSI may need to break a glass block window in order to perform the scope of work. GSI may need to brace in front of windows to get correct spacing. Owner is responsible for moving the water heater, washer and dryer prior to the start of work.

INTERIOR DRAIN TILE

See Diagram Approximate linear ft.
(✓) Open basement floor approximately 18" away from walls where indicated; trench along side footings and create a gravity flow to sump crock; clean and flush bleeders in footing.
(✓) Drill 3/4-1" weep holes into block hollows at the base of the wall.
(✓) Install channel cove drainage system.
(✓) Install new 3-4" perforated drain tile and cover drain tile with stone. Re-cement floor and haul away debris. Leave broom swept.
( ) Install _____ interior drain tile clean outs.
(✓) Install sump crock & ~~sump pump.~~ Discharge; ( ) Grade.

✓ **Diagram of area:** ***direction**



X = Excavation ■ = Beams - - - = Drain tile

We hereby propose to furnish labor and materials - complete in accordance with the above specifications in a substantial workmanlike manner for the agreed sum of: Twelve Thousand, Three Hundred Eighty Three. Dollars ($ 12,383.00)
Down payment 10% is due upon acceptance and an additional 40% is due the day work begins
Make check payable to GSI Foundations. All credit card payments will incur a 3.75% surcharge.
Full Payment Due Upon Completion Of Above Written Work Estimate.

Contractor agrees for a period of 10 **Years** to repair or replace any defective work at no added cost to owner per the Terms and Conditions.. Contractor is not responsible for any foundation settling and cracking as a result of sub-soil movement. The guarantee does not cover dampness, efflorescence or mold growth on **basement walls or floor. Guarantee is transferable to new ownership from initial date of "signed" contract.** See terms on back of contract.

By signing below owner acknowledges he/she has read the terms and conditions contained in this agreement, including the "Terms and conditions" contained on the reverse hereof which are incorporated into and made part of this agreement and acknowledges receipt of a copy of this agreement and the terms and conditions. The terms,conditions, specifications, prices, and payment terms are hereby accepted.

Starting Date TBD **Completion Date** TBD
Accepted by Owner x _____ **Date** _____
GSI Foundations Representative x _____ **Date** _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of acceptance, unless work is to begin within that 3 days. If this contract is not signed or the down payment is not received within 3 days upon acceptance then the completion date is subject to change. This estimate may be withdrawn by GSI Foundations, if not accepted within 7 days.

Terms and Conditions

GSI Foundations is an adopted mark for GSI Builders LLC, registered with the State of Wisconsin.

General Provisions

- Contractor maintains liability insurance, with Certificates of Insurance available upon request.
- Contractor reserves the right to subcontract services as needed. All work will be performed in a workmanlike manner in accordance with the contract's specifications and agreed-upon terms.
- Photos taken during or after repairs may be used for training or marketing purposes.
- The undersigned Owner confirms they are the legal owner or authorized representative of the property where work is performed and agrees to be personally responsible for payment of all amounts due under this contract, including any additional work, in accordance with the payment terms herein.

Owner Responsibilities

- Prior to work, Owner must remove hazardous materials and obstructions from walls, ceilings, and floors to enable the scope of work. If not completed, Owner will incur charges for site preparation performed by Contractor.
- Owner shall obtain all necessary permissions from neighboring property owners for access required to perform the contracted scope of work before work begins. GSI Foundations is not liable for delays or disputes arising from the owner's failure to obtain such permissions, and additional charges may apply for delays or work stoppages, calculated on a time and materials basis.
- Owner must secure and protect all personal belongings from damage during repairs, including but not limited to dust, water, debris, vibrations, or equipment use. GSI recommends moving items at least 6 feet from exterior walls, elevating items, storing them in sealed containers, and covering them with plastic or tarps. Owner is solely responsible for removing or protecting personal property prior to work commencement. Contractor is not liable for any damage to personal items, including those left in the work area, resulting from construction activities, regardless of cause.
- If GSI Foundations' work is delayed due to the Owner Responsibilities listed in this section not being completed by the scheduled start of work (e.g., personal belongings not moved and protected), a charge of $200.00 per hour will be assessed in one-hour increments to cover costs incurred by delays.
- Owner must provide electrical outlets and plumbing unless specified otherwise in the contract.
- Owner is responsible for providing an electrical subpanel if needed and replacing any removed electrical ground rod.
- Before signing the contract, the owner is responsible for consulting with their engineer or architect to confirm the appropriate sizes and products for add-on services, such as egress windows, outside GSI Foundations' standard basement repairs (e.g., waterproofing, bracing, drain tile systems). GSI Foundations is not liable for issues arising from the owner's selection of sizes or products.

Additional Work and Costs

- Any additional work requested by Owner and performed by GSI Foundations, including circumstances listed below, will be executed on a time and materials basis with standard industry overhead and profit margins, unless otherwise agreed in writing.
- GSI Foundations assumes existing construction meets building codes and standards. Unknown deviations discovered during work may require additional work and price adjustments, to be executed on a time and materials basis unless otherwise agreed in writing.
- The sump pump discharge or crock location may need to be relocated or rerouted to comply with permitting or code requirements. The owner agrees that additional charges may apply for such changes, that fall outside of our standard install which is to grade, calculated on a time and materials basis unless otherwise agreed in writing.
- Contract pricing applies only if all repairs in the scope of work are completed concurrently within the original scheduled timeframe, as determined by GSI Foundations to minimize additional trips and overhead costs. Additional repairs beyond the initial scope or performed outside this timeframe may incur extra charges, calculated on a time and materials basis unless otherwise agreed in writing, particularly if the Owner requests or causes scheduling inefficiencies that require multiple visits.
- Exterior waterproofing requires a fully functional interior drain tile system. If no interior drain tile system exists or if the existing system is clogged or requires replacement, additional charges apply for installation, repairs, or replacements.
- If existing braces are discovered behind basement finishes during demolition for a scope of work that disturbs such braces, such as installing interior drain tile, additional charges will apply. These charges may include costs for reinstalling existing braces or upgrading braces to comply with current building codes.
- Additional charges apply for concrete removal involving slabs exceeding 4 inches in thickness or stoops/steps exceeding 8 inches in thickness.
- Additional costs apply if adequate footings are not present, do not extend at least 4 inches beyond the wall, or are not in contact with the bottom of the basement floor slab, as proper footings are required for wall bracing.

Scope-Specific Conditions

- Brace size and spacing is estimated. Final size and spacing will be determined by the foreman after demolition.
- Core filling, whether performed by GSI Foundations or pre-existing, is expressly excluded from all warranties and guarantees under this contract. While core filling may stabilize walls, no assurances are made regarding its effectiveness, durability, or impact on wall straightening. Previously core-filled walls may not be straightened and may require bracing in their current position.
- Contractor is not liable for leaks from rusted or corroded plumbing due to removal and reinstallation of wash tubs or sinks.
- Contractor is not responsible for damage to pipes coming out of or under the basement floor during demolition required for the scope of work.
- Contractor is not liable for damage to siding, gutters, downspouts, veneers, or trim. Repairs to such damage are limited to the immediate area, up to $500, regardless of color or material matching.
- Contractor is not responsible for damage to landscaping, including lawns, flowers, shrubs, or trees, or for repairing/replacing concrete or asphalt walks, patios, or driveways damaged during property access for repairs.
- Contractor is not liable for cracking, pitting, sub-soil movement, discoloration, or other defects in poured concrete, including flatwork, due to the inherent properties of concrete or external factors. Poured concrete is expressly excluded from all warranties and guarantees under this contract.
- Contractor is not responsible for existing radon mitigation systems. Owner must address any required adjustments post-repair.
- If the existing drain tile crock breaks during tie-in, a $550 charge applies for replacement.
- GSI Foundations' scope of work is limited to the issues the owner expressly agrees to address in the contract. GSI Foundations is not liable for any pre-existing issues not included in the contracted repairs, whether identified in the estimate or not.
- GSI Foundations is not liable for additional work or delays required by regulatory authorities, such as inspectors or city officials, that falls outside the contracted scope of work, unless otherwise agreed in writing.
- For electrical outlets required for sump pumps, if included in the scope of work, GSI Foundations will engage a licensed electrician to install outlets in accordance with city inspectors' directions if standard building codes do not apply. GSI Foundations will defer to the inspectors' recommendations for best installation practices within the contracted scope of work. GSI Foundations is not liable for issues arising from such installations when performed as directed by inspectors.
- GSI Foundations may, at the foreman's discretion, adjust installation methods or materials to address unforeseen obstacles, such as structural conditions, utilities, or site obstructions, to ensure completion of the contracted scope of work.
- If, during the work, any part of the contracted scope is deemed impossible or impractical due to unforeseen obstacles or conditions, GSI Foundations may modify the installation methods or materials to achieve a functional outcome that meets its warranty standards (e.g., tunneling under interior block walls to connect the drain tile system). For major modifications significantly impacting the scope or cost, (e.g., such as discovering a severely deteriorated wall requiring additional braces or excavation after demoing drywall), GSI Foundations will notify the owner to discuss a path forward and any additional charges while retaining final discretion over the modifications.

Material and Scheduling Considerations

- Contractor is not liable for delays due to unusual weather, supply chain disruptions, or other uncontrollable circumstances.
- Due to material cost increases beyond GSI Foundations' control, contract prices may increase if material costs rise by more than 5% before work begins. GSI will provide written notice of any proposed price adjustment, and the Owner must accept or reject the adjusted cost within five business days. If the Owner does not agree, the contract may be voided, with any deposits refunded less reasonable costs incurred by GSI.

Payment Terms

- Final payment for all contracted work is due on the last day of work, defined as the completion of GSI Foundations' contracted scope of work, regardless of municipal inspection status, which is outside GSI Foundations' control, unless otherwise specified in writing.
- Unpaid accounts incur a 1.5% monthly interest charge. Owners are also responsible for all reasonable attorney's fees and collection costs, including but not limited to agency fees and lien enforcement expenses, incurred by GSI Foundations in pursuing payment.
- A lien waiver will be promptly provided upon request, following receipt of final payment.

Lien Notice

- **As required by the Wisconsin construction lien law, GSI Foundations 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 buildings if not paid. Those entitled to lien rights, in addition to GSI Foundations, 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. GSI Foundations agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.**

Dispute Resolution

- All ll disputes arising out of or related to this contract, including contractual, tort, or statutory claims, shall be resolved through the following process: First, the parties shall attempt mediation through a neutral mediator agreed upon by both parties or appointed by the American Arbitration Association (AAA) if no agreement is reached within 10 days. Mediation costs shall be shared equally by the parties, and mediation shall be completed within 30 days of initiating the process, unless extended by mutual agreement. If mediation is unsuccessful, disputes shall be resolved by binding arbitration conducted by a three-person panel, including at least two licensed home inspectors. The Owner shall submit a list of ten potential arbitrators, and GSI Foundations shall select three. If the Owner fails to submit a list within 15 days, the AAA shall appoint the panel. Arbitration shall follow AAA procedures, be conducted in Wisconsin, and be governed by Wisconsin law. The parties waive any right to litigate disputes in court, except to enforce this dispute resolution agreement or an arbitration award. Arbitration proceedings and outcomes shall be confidential. If a claim against GSI Foundations, whether in mediation, arbitration, or court, is deemed frivolous, baseless, or brought in bad faith, the Owner shall pay GSI Foundations' costs, including reasonable attorney's fees and administrative or court fees. If an owner initiates court litigation in violation of this dispute resolution agreement and GSI Foundations prevails, the owner shall pay GSI Foundations' reasonable court costs, including attorney's fees. If an owner attempts to litigate a dispute in court in violation of this agreement, GSI Foundations may seek court sanctions, including payment of GSI Foundations' reasonable attorney's fees and court costs, in addition to compelling arbitration. If an owner's bad-faith claim causes harm to GSI Foundations' reputation, GSI Foundations may seek compensatory damages in arbitration, including for lost business or reputational injury. The owner's recovery for any claims against GSI Foundations shall not exceed the contract price. By accepting or receiving the estimate or entering into this contract, the recipient or owner acknowledges and agrees that GSI Foundations reserves the right to decline participation, to the extent permitted by law, in any legal proceedings, arbitrations, or disputes related to the property, including but not limited to court appearances, discovery obligations, or serving as a witness, if such proceedings involve claims against any third party, including but not limited to other contractors, previous property owners, or subsequent owners, whether arising from past, present, or future actions. GSI Foundations is not obligated to participate in such proceedings unless compelled by court order, and the recipient or owner shall be responsible for any reasonable costs incurred by GSI Foundations, including legal fees, if participation is required. Any legal action or proceeding arising out of or related to this contract, including but not limited to court filings to enforce this dispute resolution agreement or arbitration awards, shall be filed and handled exclusively in the state or federal courts located in Washington County, Wisconsin, and the parties consent to the exclusive jurisdiction and venue of such courts. This provision shall apply to the extent permitted by law and does not waive the arbitration requirements herein. If any part of this dispute resolution agreement is found unenforceable, the remaining provisions shall remain in effect.

Engineering Reports

- GSI Foundations does not provide engineering reports but can recommend qualified professionals.

Warranties

- To maintain the benefits of all express warranties stated in this contract, payment must be made in full as specified in the Payment Terms section. Non-payment in full will void all such express warranties.
- **EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, GSI FOUNDATIONS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR ADVERTISEMENTS OUTSIDE THIS CONTRACT DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED UPON BY THE OWNER.**
- Warranties may be transferred at no cost to the immediate next property owner only, subject to contract terms.
- Any additional items or repairs provided by GSI Foundations at its sole discretion are not covered by any warranty, express or implied, and do not modify the express warranties stated in this contract.
- Warranties cover only work performed by Contractor and are limited to repaired areas unless specified otherwise.

- Only basement repairs written in the contract are covered by the warranty, which is limited to interior drain tile, braces, and exterior wall waterproofing. GSI does not warranty any work or materials outside of basement repairs.
- GSI Foundations is committed to resolving warranty claims promptly. If the owner fails to respond to GSI Foundations' warranty claim communication within 10 business days via written or electronic notice, the claim will be closed. The owner may submit a new written claim within the warranty period. Claims cannot extend beyond the warranty period. Upon submitting a warranty claim, the owner shall submit to GSI Foundations, within 3 business days, all inspections and reports related to the basement or claimed issue received or obtained during the claim process, via written or electronic notice. Failure to submit such reports within this timeframe may void the related warranty claim due to lack of transparency and good faith.
- Warranties cover only GSI Foundations' installation work as defined in the contract and do not extend to any non-contracted work or owner-installed modifications, including but not limited to basement finishes (e.g., drywall, flooring, tile, carpet, paint), finished carpentry, plumbing, or electrical work, unless explicitly specified in the contract. GSI Foundations is not liable for damage to or issues with such modifications or finishes applied post-installation. Finishing a below-grade basement is at the owner's own risk, and GSI Foundations is not responsible for issues arising from such modifications due to the inherent risks of below-grade spaces, including but not limited to risks like a sump pump failure.
- As basements are below grade, GSI Foundations recommends that the owner maintain a functioning dehumidifier to control humidity and help limit braces from rusting, as well as install a battery backup sump pump to help during power outages. GSI Foundations is not liable for these items, even if installed by GSI Foundations.
- Warranties require Owner to maintain:
    - Proper ground and concrete pitch (minimum 1/4 inch per foot for 6 feet) unless specified otherwise.
    - Functional gutters and downspouts with a 6-foot discharge from the foundation or into a working storm sewer.
- Sump pumps are warranted by manufacturers only.

Excavation Warranty

- Waterproofed walls are warranted against water penetration for the contract-specified period, covering labor and materials, provided an existing and functioning interior drain tile system is in place. Exterior waterproofing is effective only when supported by such a system, and the owner is responsible for ensuring its proper function. GSI Foundations is not liable for the performance or maintenance of interior drain tile systems. If the interior drain tile system is found to be clogged, missing, or in need of replacement, additional charges may apply for installation, repairs, or replacements, as outlined in the Additional Work and Costs section.
- Warranty excludes air conditioner units removed and reinstalled during excavation.

Bracing and Structural Warranty

- The performance of GSI installed braces is guaranteed to prevent inward movement of reinforced walls for the contract-specified period, covering labor and materials, with the guarantee limited to free installation of additional tubes. This structural warranty applies only to the braces and does not cover other structural components or issues.
- H brace warranty only covers the part of the wall where the H brace makes contact with the wall.
- Rusting of braces is not covered by this warranty, as it results from environmental conditions beyond GSI Foundations' control, such as humidity or moisture. Owners are strongly recommended to maintain a functioning dehumidifier to control humidity and help prevent rust.
- GSI Foundations is not liable for water issues arising after brace installation, as brace installation does not cause water issues. Water appearing near a brace typically results from pre-existing interior drain tile issues or water trapped in basement walls without a pathway to the drain tile system. In such cases, installation of interior drain tile with drainage board may be required, and owners are encouraged to consult GSI Foundations for appropriate repairs. GSI Foundations strongly recommends installing new interior drain tile with drainage board concurrently with brace installation if the basement lacks an existing system.
- Bracing warranty requires stable footings. Unstable or settling footings void the warranty.

Drain Tile Warranty

- Adjoining drain tile systems must function properly.
- Drain tile warranty applies only to Contractor-installed perimeter sections and is void if the black board is tampered with.
- The drain tile warranty applies only to areas that have drainage board installed. If an obstacle is skipped and tunneled under, per the contracted scope of work, the warranty does not apply to that area because drainage board is not installed. This exclusion does not affect coverage for other areas with drainage board.
- Owner is responsible for maintaining a heated sump pump area to prevent freezing, and GSI Foundations is not liable for any freeze-related damage to the drain tile system or sump pump.
- Warranty excludes leakage above the cove, homes on high water tables, or dampness on basement walls.

- Contractor is not responsible for water entering through sewers, pipes, steps, chimneys, windows, or above masonry walls.
- Owner must maintain landscaping and control tree root growth to prevent drain tile issues. Root growth into the system will void the warranty.
- GSI Foundations may, at its discretion, raise weep holes behind the drainage board or add higher holes to facilitate water drainage to the drain tile system. GSI Foundations is not responsible for core-filled walls, debris, or other obstructions within the walls that prevent water from reaching the drain tile system.

Wisconsin "Right to Cure Law"

The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the "Right to Cure Law", and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the "Right to Cure Law" can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor's Response—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant's Response—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor's Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant's Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

Rev. 9/14