








## Project Proposal

SD Weather-Tite Exteriors  
1700 Seger Drive  
Rapid City, SD 57701  
(605) 939-0208

Matt Dietz  
(605) 430-6750  
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**Contact:** Bonnie  
85 Charles St  
Deadwood, SD 57732

**Estimate No:** 48872  
**Estimate Date:** 11/17/2025

| Item Name  | Description   | Qty   | Price    | Amount                    |
|--|---|-------|----------|---------------------------|
| <b>Shingles</b>  | <b>**Updated with Covered Porch roof included**</b>   |       |          | <b>\$16,740.35</b>        |
| RFG Replace Shingles Highlander  | Replace Lifetime Architectural Asphalt Shingle Roof System- UL 2218 Class 3 impact resistant. Includes the proper waste factor.<br><br>Brand: Malarkey<br>Line: Highlander<br>Color: Natural Wood | 27.00 | \$551.30 | \$14,885.10 <sup>11</sup> |
| SDG RFG - Sheathing  | Replace Sheathing where needed and delete skylight<br><br>- 7/16" OSB<br>* Per Piece (4'x8')  | 4.00  | \$72.00  | \$288.00 <sup>11</sup>    |
| <div>   </div>   |   |       |          |                           |
| Custom Item  | Custom bent flashing along sidewall.  | 1.00  | \$272.00 | \$272.00 <sup>11</sup>    |
| <div>    </div> |   |       |          |                           |
| RFG High   | Additional for High Roof - 2 stories  | 9.00  | \$24.75  | \$222.75 <sup>11</sup>    |
| RFG Shingles Steep   | Additional for Shingles - Steep - up to 9:12  | 13.00 | \$82.50  | \$1,072.50 <sup>11</sup>  |
| Sub Total:   |   |       |          | \$16,740.35               |
| <sup>1</sup> SD Contractors Excise Tax (2.0410 %)  |   |       |          | \$341.67                  |
| <b>Total:</b>  |   |       |          | <b>\$17,082.02</b>        |

Comments:

**Weather-Tite Exteriors has got you covered:**

- Up to 10 Year Workmanship Warranty
- Clean Up of Premises Will Include:
  - Removal of All Debris Promptly
  - Remove Nails W/Magnetic Roller
  - Protect All Plants and Shrubbery
  - Cover and protect pools/spas
  - Blow Out All Gutters of Loose Debris
  - Blow/Sweep Decks, Sidewalks, Driveways and Parking Lots

**TERMS AND CONDITIONS****1. CHANGE ORDER**

Any alteration or deviation from contract specifications will require the execution of a Change Order. It is agreed that all terms and conditions of this Agreement shall apply equally to additional work added to this Agreement in the form of a Change Order. No repair work or alterations shall be done, except as specified and expressly agreed to by Contractor and Owner in writing. Work required under a Change Order will not begin until full payment of the Change Order is made by Owner. Further, if Contractor encounters any unforeseen conditions during the course of the Work, it shall promptly notify Owner and Changes in the Work, if any, shall be made by written Change Order.

**2. OWNER RESPONSIBILITIES**

Unless otherwise specified, Contractor's price is based upon Owner's representation that there are no conditions preventing Contractor from proceeding with the usual installation procedures for the materials required under this Agreement. Owner represents that personal effects, personal property and plants will be relocated or trimmed prior to the beginning of work so that Contractor has free access to free portions of the premises where work is to be done. Owner authorizes Contractor to use Owner's electricity for work to be completed under this Agreement. Owner further understands that as a precautionary measure all pictures and wall accessories that are not securely fastened should be removed until all work has been completed. Owner shall carry premises liability insurance. If necessary for the work, Owner shall secure permission to work on or over adjoining property at no cost to Contractor. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from access through adjacent properties. Owner grants Contractor and its employees the right to perform contracted services during daylight hours from Monday through Saturday between 7 a.m., and 9 pm, unless otherwise specified by Owner.

**3. NON-RESPONSIBILITY**

Contractor shall not be responsible for any damage occasioned by the Owner or their agents, rain, windstorm, Acts of God or other causes beyond the control of Contractor. Contractor is not liable for any act of negligence or misuse of the Property by the Owner or any other party. Contractor shall not be responsible for damage to existing, shrubs, lawns, trees, unless otherwise specified in this Agreement. Contractor is not responsible for delays caused by strikes, weather, accidents, or other events beyond Contractor's control. Except through negligence, Contractor is not liable for damages to interior fixtures, drywall, plaster wall construction, decorations, or to other parts of premises or its contents. Contractor shall have no responsibility for correcting any existing defects which may be recognized during the course of the work or hidden or latent conditions of the property. Contractor is not responsible for work done by others, existing structural defects, materials furnished by Owner, dry rot, ice dams, or existing code violations.

**4. ADVERTISING**

Owner grants Contractor the right to display advertising signs on the premise from the date of contracting through thirty (30) days following completion of work. Owner further gives Contractor permission to take pictures or video of premises before and after completion of the project for use in Contractor advertising. Owner grants to Contractor the right to use any correspondence directed to Contractor concerning the work in Contractor's advertising promotion.

**5. PAYMENTS**

Contractor shall be entitled to prompt payment in accordance with this Agreement. Contractor shall have the right to stop work and keep the job idle if any payment in accordance with this Agreement is not made when due. In the event Owner does not pay Contractor according to the terms of this Agreement, Contractor may add a monthly service charge of one and a half percent (1.5%) of the balance owed, up to the extent allowed by law.

**Payment Schedule:**

A. Mobilization payment: 50% of contract total

Due: Upon Signing

B. Final Payment: Balance of contract total (remaining 50% plus/minus net change orders)

Due: Within 7 days of substantial completion

If the Project includes multiple trades and/or phases, Contractor may opt to invoice for final payment for each trade/phase as each is completed. In such case, each trade/phase individually will be subject to the Terms herein.

Date of substantial completion is defined as the date when Contractor notifies Owner that the project is complete and submits final invoice. If Owner deems and Contractor agrees there is work yet to be done, or work that is insufficient or unsatisfactory, this work will be itemized in a "Punch List". Creation of a Punch List does not void or change the due date of the Final Payment. Late payments are subject to a 1.5% per month late fee.

**6. DISPUTES**

It is specifically understood and agreed between the parties hereto that an event of a dispute over any of the terms, conditions or clauses contained herein the courts of Pennington County, South Dakota shall have full and exclusive jurisdiction over the matter. Owner agrees that if Contractor shall prevail in an action against Owner, Owner shall be responsible for any collection costs and attorney fees incurred by Contractor.

*Owner warrants that this Agreement is signed without any reliance upon any representations or promises by Contractor, or its agents, except those that are specifically written in this Agreement; and that no additional promises or representations have been offered as inducement for signing.*

**7. PROJECT TIMING**

Contractor agrees to diligently endeavor to complete the work promptly. However, Owner acknowledges that any date is only an estimate and is subject to change due to many factors including, but not limited to: (i) changes in the work requested by Owner; (ii) delays in receiving materials specified; (iii) delays resulting from acts of God or adverse weather conditions; (iv) delays caused by shortages of labor, materials or equipment; and (v) other causes reasonably beyond Contractor's control. Owner agrees that the schedule for completing the Improvements represents Contractor's good faith estimate and Contractor will not be liable to Owner for delays in completion of the work under this Agreement. Estimated completion date for this project: 365 days from the date this agreement is signed.

#### 8. MATERIALS

All products are warranted upon delivery or installation against defects in material and workmanship and no other warranties or guaranties, expressed or implied are authorized unless in accordance with a standard written manufacturer's warranty held by purchaser. Materials listed above that are special ordered or custom made for the work under this Agreement cannot be changed, cancelled, modified or discharged in whole or in part by the Owner once orders for such materials are placed. Owner agrees to be responsible for any costs associated with the return or re-ordering of such event. Any materials not used in the performance of this agreement remain the property of the contractor, whether or not delivered to the job site.

#### 9. COVID-19 DISCLAIMER & NOTICE

By inviting us to inspect your home, work on your home, visiting our office, or otherwise engaging in business with or coming into contact with us, you acknowledge and agree you are willingly doing so of your own accord and that Weather-Tite Exteriors, its staff, employees, subcontractors, inspecting authorities, and suppliers assume no liability or responsibility for the spread or receiving of COVID-19, or for any other illness/disease/state of ill-being occurring during or after such contact. This is your notice that any guidelines/suggestions given or published in any state or method do not serve as mandates for the general public and therefore it is with the understanding that any participation in any activity or contact is under each person's own comfort and personal risk.

Job Shutdown due to COVID-19 or other health concern not issued by a government entity or for a quarantine isolation order will be added to the base bid at an hourly rate per employee per day to include overhead and profit, this includes costs of rented equipment. Also, each day of shutdown will add each day to the completion date should liquidated damages apply. We accept no liability for manufacturing and product/material delays due to COVID-19.

#### 10. ESCALATION

In the event of a delay or price increase of material, equipment, or energy occurring during performance of the contract through no fault of the Contractor, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents.

#### 11. SOUTH DAKOTA CUSTOMERS

Tax added to subtotal is South Dakota Contractors Excise Tax of 2.041% on all labor and materials furnished by a contractor. This tax is also applicable to any materials furnished by our customer. If you are a general contractor and provide us with a Prime Contractors Exemption certificate prior to invoicing, this tax will be waived and removed from your final invoice.

#### 12. ARIZONA CUSTOMERS

**Property owner has the right to file a written complaint with the Registrar of Contractors for an alleged violation of section 32-1154, subsection A. Complaints must be made within the applicable time period as set forth in section 32-1162, subsection A. The Arizona ROC can be reached at(602) 542-1525 or <https://roc.az.gov/>.**

Weather-Tite Exteriors is not responsible for pre-existing structural conditions such as wood rot, deck deflection, existing code violations, or conditions unobservable during estimation.

Buyers agree they have seen, read and understand all terms & conditions of this contract & agree to be bound by same. A lien waiver, warranty and receipt will be provided upon request and with full payment. **You may cancel this contract at any time, for any reason, within four business days after signing this contract.**

**"The above prices, specifications and conditions are satisfactory and are hereby accepted. Weather-Tite Exteriors is authorized to do the work as specified. Payment will be made as outlined in the Terms and Conditions. I certify that I am the owner or an authorized representative of the property subject to the above repairs and that I have the authority to enter into this agreement on behalf of said property."**

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Property Owner Signature

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Date

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Weather-Tite Representative Signature

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Date