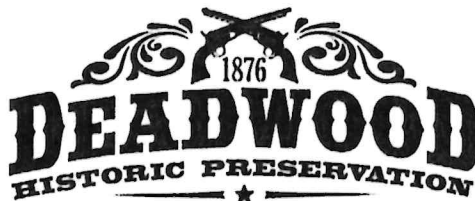


OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



FOR OFFICE USE ONLY	
Case No.	<u>250071</u>
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	<u>5/4/25</u>
Date of Hearing	<u>5/14/25</u>

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood
Deadwood Historic Preservation Office
108 Sherman Street
Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

PROPERTY INFORMATION	
Property Address:	<u>846 Main Street Deadwood, SD 57732</u>
Historic Name of Property (if known):	<u>Sunny Side HOP</u>

APPLICANT INFORMATION	
Applicant is:	<input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name:	<u>Sunnyside Corro</u>
Address:	<u>846 Main Street</u>
City:	<u>Deadwood</u> State: <u>SD</u> Zip: <u>57732</u>
Telephone:	_____
E-mail:	_____

Architect's Name:	_____
Address:	_____
City:	_____ State: _____ Zip: _____
Telephone:	_____ Fax: _____
E-mail:	_____

Contractor's Name:	<u>Anthony Lapov</u>
Address:	<u>1111</u>
City:	<u>Spearfish</u> State: <u>SD</u> Zip: <u>57783</u>
Telephone:	_____
E-mail:	<u>lapov@spearsfish.com</u>

Agent's Name:	_____
Address:	_____
City:	_____ State: _____ Zip: _____
Telephone:	_____ Fax: _____
E-mail:	_____

TYPE OF IMPROVEMENT			
<input type="checkbox"/> Alteration (change to exterior)	<input type="checkbox"/> New Building	<input type="checkbox"/> Addition	<input type="checkbox"/> Accessory Structure
<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Roofing	<input type="checkbox"/> Wood Repair	<input type="checkbox"/> Exterior Painting
<input checked="" type="checkbox"/> General Maintenance	<input type="checkbox"/> Siding	<input type="checkbox"/> Windows	<input type="checkbox"/> Porch/Deck
<input type="checkbox"/> Other _____	<input type="checkbox"/> Awning	<input type="checkbox"/> Sign	<input type="checkbox"/> Fencing

ACTIVITY: (CHECK AS APPLICABLE)					
Project Start Date: _____		Project Completion Date (anticipated): _____			
<input type="checkbox"/> ALTERATION	<input checked="" type="checkbox"/> Front	<input checked="" type="checkbox"/> Side(s)	<input checked="" type="checkbox"/> Rear		
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear		
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____				
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	<input type="checkbox"/> Material		
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	<input type="checkbox"/> Alteration to roof	
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation			
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear		
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement			
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear		
Material _____ Style/type _____ Dimensions _____					
<input type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS		
	<input checked="" type="checkbox"/> Restoration	<input type="checkbox"/> Replacement		<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear		
Material _____ Style/type _____					
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement		<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear		
Note: Please provide detailed plans/drawings					
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement		
Material _____ Style/type _____ Dimensions _____					
<input type="checkbox"/> OTHER – Describe in detail below or use attachments					

DESCRIPTION OF ACTIVITY

Describe in detail, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. Information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.

Failure to supply adequate documentation could result in delays in processing and denial of the request. Describe in detail below (add pages as necessary).

See attachment submitted

SIGNATURES

I **HEREBY CERTIFY** I understand this application will not be accepted and processed until all the requested information has been supplied. I realize drawings and measurements must be exact and if errors result in a violation of the Commission's approval, then appropriate changes will have to be made. I also understand this application may require a site visit / additional research by staff and a PUBLIC HEARING by the DEADWOOD HISTORIC PRESERVATION COMMISSION.

I understand this application is for a Certificate of Appropriateness or Project Approval only and that a building permit is required for any uses associated with this location prior to any constructions, alterations, etc. All statements are true to the best of my knowledge and belief.

I understand approval is issued for proposed work in keeping with City of Deadwood Ordinances, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation and copies are available for my review.

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

Please use the attached criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. All submitted materials will be retained by the Historic Preservation Office. Do not submit your only copy of any piece of documentation.

The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.

May 2025

To: Bonnie & Kevin

From: AloRadon

Re: 846 Main St (Sunnyside Condos)

For the project submitted for Historical the HOA has decided to do some rot repairs at the bottom 2x band board. The homeowners are trying to fix any rot problems then go back with materials that hopefully stand the test of weather and time.

For the buildings roof line (gutter apron and fascia the HOA is attempting to finish some white metal flashing to maintain all historical lines while also helping to attain a maintenance free exterior cladding.

Another detail will be the window and door trim where the owners would like to add a white metal flashing wrap to three sides of the openings again hoping to eliminate maintenance like paint into the future.

The Sunnyside HOA is entertaining splitting the project up into a multi year project to spread any larger costs over time.

All exterior repairs will be the same white color or painted white to match.

LABOR & MATERIAL CONTRACT



JOB# _____

Date 1/24/2025

**FINAL COST WILL BE DETERMINED BY TOTAL
USE OF MATERIAL AND LABOR TIME**

"Your Local Window, Gutter, Roofing & Siding Experts"

Contract submitted to: Anthony Lapov	Cell Phone: (605) 639-3253	Estimator Jason Meverden
Job site address: 846 Main St.	City, State, ZIP: Deadwood, SD 57732	
Billing address: 846 Main St.	City, State, ZIP: Deadwood, SD 57732	
Email: alapov@aloradon.com	Would you like your gutters cleaned for \$100? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

DESCRIPTION OF REPAIR NEEDED / SEE PICT. ☒

This is a labor and material estimate for the R&R of all existing PVC outside corners on the home, roughly 263 LF of outside corners, requiring 25 new 3.5" x 3.5" custom JH corners. This accounts for the complete replacement, including new caulking to the existing siding.

LOCATION ON HOUSE: All outside corners on home

MATERIAL: 25 Outside JH Custom Corners (3.5" x 3.5") & 12 Tubes Caulking

ESTIMATE EXPLANATION:

25 Outside JH Custom Corners x \$300.00 (3.5" x 3.5") 12 Tubes Caulking	Material Estimate	\$ 7,620.00
Corner Removal & Installation (160 Hours x \$85.00/Hr)	Labor Estimate	\$ 13,600.00
In-House Labor, Ordering, Staging, Billing. 3 Hr	Estimated Office Time	\$ 255.00
Estimated Monthly Payments Through Financing	\$ 1,073.75	Total Estimate \$ 21,475.00

DISCUSSION WITH HOMEOWNER: _____

☐ YES ☐ NO

DATE REPAIRED _____ BY _____

LABOR HOURS _____

MATERIAL USED _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. Home owner gives Superior Siding permission to use Before and After pictures for advertising purposes only

Authorized Signature **Jason Meverden**

Note: This contract may be withdrawn by us if not accepted within _____ days

It is agreed that if any suit, action, matter, or other proceeding is brought for nonpayment of amounts due under this contract, and if Superior Siding shall recover judgment in any sum, then it shall also recover its reasonable attorney's fees and other costs, which attorney's fees and other costs shall be entered, allowed, and paid as a part of the decree or judgment in the action, suit, or proceeding. If job is not paid in full, the warranty is null and void.

Signature _____ Date _____

Signature _____ Date _____

Acceptance of Contract-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Job # _____

Name Anthony LapovAddress 846 Main St.Deadwood, SD 57732Phone (605) 639-3253

"Your Local Window, Gutter, Roofing & Siding Experts"

4240 Canyon Lake Dr. • Rapid City, SD 57702

(605) 721-7684

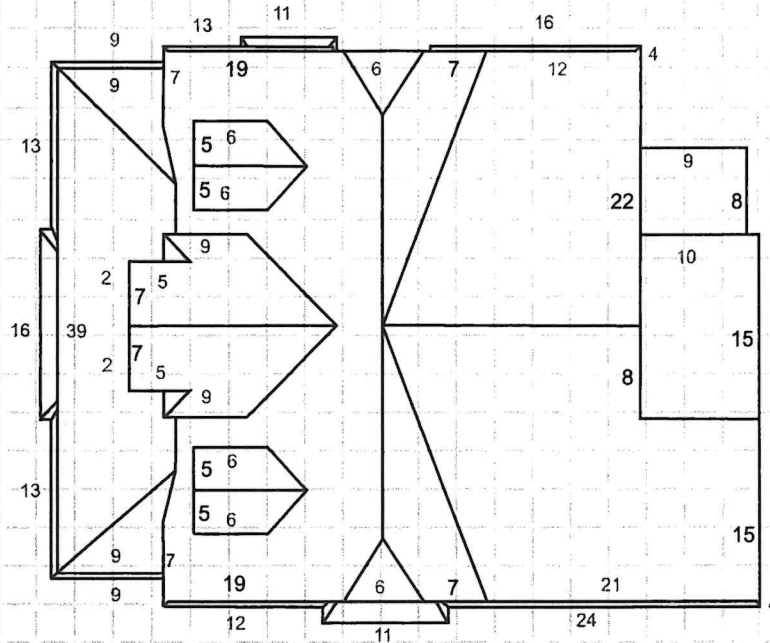
SIDING ESTIMATE FORM

☐ Lap Siding
 ☐ B&B
 ☐ G/Door Wraps
 ☐ Wraps/Trim
 RA - Roof Anchor

Measured:

Add 0% Waste:

Total:

**Detailed Notes**

Red numerals indicate 10" fascia

Black numerals indicate 6" fascia

This estimate accounts for R&R of all 8" belly band, 3.5" belly band on front, and wrapping of all fascia on structure.

Corners are accounted for on separate L&M estimate.

Woodtone 3.5" Belly
NA Belly Band 8"

56 LF x 15.25 = **854.00**182 LF x 22.50 = **4,095.00**x = **0.00**x = **0.00**x = **0.00**29 x 312.00 = **9,048.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**6 x 85.00 = **510.00**160 LF x 22.25 = **3,560.00**353 LF x 28.50 = **10,060.50**

Old _____ New _____

Lights _____ Ea

Door Bell _____ Ea Wht ☐ Brwn ☐Dryer Vents _____ Ea Wht ☐ Brwn ☐

Plug in Cover _____ Ea

Garage W/Strip @9' @16'

Color -Select-

Metal Accessories Qnty Color

Foundation Flashing:

L-Flashing:

Box Flashing:

Outside Corners:

Inside Corners:

Kickout Flashings:

Wrap/Trim**Window 27**

Color _____

Wrap ☒ JH ☐**Door 2**

Color _____

Wrap ☐ JH ☐**G/Door**

Color _____

Wrap ☐ JH ☐**Caulking:****Fascia**

Brand _____ In NA

Color _____

Texture _____

TEAR OFF NA

TYVEK

WRAP/TRIM

METAL ACCESSORIES

G/DOOR NA

FOUNDATION FLASHING

CUSTOM CORNERS 3.5

SOFFIT NA FASCIA NA

OUT OF TOWN NA

DUMPSTER

CUT SOFFIT NA

ROOF ANCHORS

Custom Bent 6" Fascia

Custom Bent 10" Fascia

ESTIMATED MONTHLY PAYMENT 441.56

SUB TOTAL **28,127.50**2% EXCISE TAX **574.08**TOTAL **28,701.58**PREPARED BY Jason MeverdenPH: (605) 877-6292DATE 1/16/2025

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

CUSTOMER

Anthony Lapov

Fascia/Soffit Upgrade	Type	Qty	Unit
SDG/SFW - Rollex 8" Textured Fascia (Non-Stock) Custom Bent Color - TBD (White)	MTL	482	LF
Includes R&R of existing gutters.			
SDG/SFW - Rollex Aluminum Soffit Solid or Vented Color - TBD (White)	MTL	433	SF

Subtotal: \$14,359.50

Window/Door Wraps	Type	Qty	Unit
Tops and sides wraps, no sills or thresholds			
Siding - Aluminum Window Wraps Color - White Finish - WG	MTL	33	Each
Tops and sides only, no sill wraps			
Siding - Aluminum Door Wrap Color - White Finish - WG	MTL	3	Each

Subtotal: \$9,168.30

Base Siding Trim	Type	Qty	Unit
SDG/SFW - DiamondKote 5/4"x8"x16' Trim 2-Pack Woodgrain (Non-Stock) (Standard Colors) Color - White 175 If needed	MTL	7	Each
Siding - Hardboard Labor Remove 1 layer of siding, install housewrap, install new siding/corners/flashings/trims to code.	SUB	175	If

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

Subtotal: \$2,951.14

Subtotal \$26,478.94
Total \$26,478.94



TERMS & CONDITIONS

THIS AGREEMENT AND ANY AGREEMENT PURSUANT HERETO IS BETWEEN BLACK HILLS EXTERIORS LLC HEREINAFTER REFERRED TO AS "COMPANY" AND THE OWNER/AGENT(S) NAMED HEREIN.

1. ALL AGREEMENTS MAY BE SUBJECT TO APPROVAL BY A MANAGER OF THE COMPANY.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS AGREEMENT FOR MORE THAN FIFTEEN DAYS, A LATE CHARGE EQUAL TO FIVE PERCENT OF THE AMOUNT DUE PLUS INTEREST FROM THE DATE THEREOF AT A RATE OF ONE AND ONE-HALF (1 1/2) PERCENT PER MONTH (18% PER ANNUAL) OR SUCH MAXIMUM AMOUNT ALLOWED BY LAW, AND IF PLACED IN THE HANDS IF AN ATTORNEY FOR COLLECTION, ALL ALLOWABLE ATTORNEY FEES AND LEGAL AND FILING FEES SHALL BE PAID BY THE OWNER/AGENT.
3. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR DAMAGES FROM RAIN, FIRE, TORNADO, WINDSTORM, OR OTHER PERILS, AS IS NORMALLY CONTEMPLATED TO BE COVERED BY HOMEOWNER'S INSURANCE OR BUSINESS RISK INSURANCE, OR UNLESS A SPECIFIC WRITTEN AGREEMENT BE MADE PRIOR TO COMMENCEMENT OF THE WORK.
4. THE QUOTATION ON THE FACE HEREOF DOES NOT INCLUDE EXPENSES OR CHARGES FOR BOND OR INSURANCE PREMIUMS OR COSTS BEYOND NORMAL INSURANCE COVERAGE AND ANY SUCH ADDITIONAL EXPENSES, PREMIUMS OR COSTS SHALL BE ADDED TO THE **TOTAL AGREEMENT AMOUNT**.
5. REPLACEMENT OF DETERIORATED DECKING, FASCIA BOARDS, STUDS, INSULATION, ROOF JACKS, VENTILATORS, FLASHING OR OTHER MATERIALS, UNLESS OTHERWISE STATED IN THIS AGREEMENT, ARE NOT INCLUDED AND WILL BE CHARGED AS AN EXTRA ON A TIME AND MATERIAL BASIS.
6. COMPANY RESERVES THE RIGHT TO REVOKE THIS PROPOSAL 90 DAYS FROM DATE ACCEPTED, AFTER 90 DAYS, COMPANY RESERVES THE RIGHT TO REVISE ITS PRICE IN ACCORDANCE WITH COSTS IN EFFECT AT THE TIME.
7. THE COMPANY SHALL NOT BE LIABLE FOR FAILURE OF PERFORMANCE DUE TO LABOR CONTROVERSIES, STRIKES, FIRES, WEATHER, INABILITY TO OBTAIN MATERIALS FROM USUAL SOURCES, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY, WHETHER OF A SIMILAR OR DISSIMILAR NATURE.
8. ANY CODE UPGRADES THAT ARE A RESULT OF THIS PROJECT WILL RESULT IN A "**CHANGE ORDER**" AND ANY PRICE INCREASES THAT BECOME PART OF THE COMPANIES CONSTRUCTION LIABILITY ARE ACCEPTED TO BE ADDED TO THE **TOTAL AGREEMENT AMOUNT**.
9. IF ROOFING AND/OR SHEET METAL WORK IS INVOLVED, IT IS UNDERSTOOD AND AGREED THAT THE COMPANY STANDARD ROOF

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

GUARANTEE, A COPY OF WHICH IS AVAILABLE IN THE COMPANY'S OFFICE, SHALL BE ACCEPTABLE AND THAT ALL TERMS AND PROVISIONS THEREIN SHALL PREVAIL. UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING PRIOR TO THE COMMENCEMENT OF THE WORK. 90# ROLL ROOFING IS NOT A WARRANT-ABLE PRODUCT AND WILL NOT BE WARRANTED AGAINST LEAKS BY THE COMPANY. HOWEVER, IF SPECIFIED IN WRITING AND SIGNED BY BOTH PARTIES, THE COMPANY WILL SERVICE THE INSTALLATION FOR A PERIOD OF ONE YEAR.

10. THE COMPANY'S LIMITED WORKMANSHIP WARRANTY ON ROOF REPLACEMENT IS INCORPORATED HEREIN. THE COMPANY IS NOT RESPONSIBLE FOR ICE DAMS (THAWING AND REFREEZING OF ICE, WATER OR SNOW) OR ANY OTHER DAMAGE ON OR BELOW THE ROOF LINE DUE TO LEAKS BY EXCESSIVE SNOW OR WIND-DRIVEN RAIN, ICE OR HAIL DURING THE PERIOD OF THE WARRANTY. EXCESSIVE WINDS IS 50 OR GREATER MPH. THE WARRANTY IS TRANSFERABLE, SEE WARRANTY FOR DETAILS.
11. IF MATERIAL HAS TO BE REORDERED OR RESTOCKED BECAUSE OF A CANCELLATION BY THE OWNER/AGENT THERE WILL BE A REORDERING OR RESTOCKING FEE EQUAL TO FIFTEEN PERCENT (15%) OF THE MATERIAL COST.
12. IF THIS AGREEMENT IS CANCELLED BY THE OWNER/AGENT, OWNER/AGENT SHALL PAY TO THE COMPANY TWENTY-FIVE PERCENT (25%) OF THE TOTAL AGREEMENT AMOUNT AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND THE COMPANY AGREES TO ACCEPT SUCH AS A REASONABLE AND JUST COMPENSATION FOR SAID CANCELLATION. THE PARTIES ACKNOWLEDGE AND AGREE THAT DAMAGES THE COMPANY MIGHT REASONABLY ANTICIPATE IN THE EVENT OF A BREACH OF THIS AGREEMENT BY THE OWNER/AGENT(S) WILL BE DIFFICULT TO ASCERTAIN AND THE AMOUNT STIPULATED HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES.
13. PAYMENT SCHEDULE; FIFTY PERCENT (50%) OF THE TOTAL AGREEMENT AMOUNT DUE BEFORE OR UPON DATE OF DELIVERY OF APPLICABLE MATERIALS. BALANCE DUE UPON COMPLETION OF WORK. ALL PAYMENTS MUST BE MADE TO THE COMPANY, ONLY PAYMENTS MADE TO AND RECEIVED BY THE COMPANY WILL BE CONSIDERED TO SATISFY THE PAYMENT OF THIS AGREEMENT. PAYMENT SCHEDULE SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMPANY.
14. ALL DIRECT COSTS, OVERHEAD AND PROFIT PAID TO THE OWNER/AGENT BY THE INSURANCE PROVIDER ARE INCLUDED IN THE **AGREED AMOUNT WITH INSURANCE PROVIDER** AND ARE DUE TO THE COMPANY IN ACCORDANCE WITH THE PAYMENT SCHEDULE SET FORTH HEREIN.
15. ANY **CHANGES** APPROVED BY THE OWNER/AGENT FOR ADDITIONAL WORK OR COST INCREASES WILL BECOME PART OF THIS AGREEMENT.
16. ANY **UPGRADE(S) OR ADDITIONAL WORK REQUESTED BY OWNER/AGENT** THAT IS NOT PART OF ORIGINAL CONTRACT AMOUNT WILL BE OWNER/AGENT'S FINANCIAL RESPONSIBILITY AND WILL BECOME PART OF THIS AGREEMENT.
17. DURING THE DURATION OF THE WORK, THE OWNER/AGENT'S INSURANCE WILL BE RESPONSIBLE FOR ANY INTERIOR DAMAGE IF THE COMPANY HAS TAKEN APPROPRIATE ACTION TO PROTECT THE ROOF DURING THE REPAIR/REPLACEMENT OF THE ROOF.
18. IF THERE ARE ANY SOLAR PANELS ON THE ROOF, THE COMPANY WILL NOT BE RESPONSIBLE FOR DAMAGE DURING THE REPAIR, SO OWNER/AGENT AGREES TO HAVE SOLAR PANEL COMPANY TAKE THE APPROPRIATE ACTION TO PROTECT IT IF NECESSARY.
19. THE COMPANY IS NOT RESPONSIBLE FOR ANY PRE-EXISTING CONSTRUCTION DEFICIENCIES THAT MANIFEST THEMSELVES DURING THE CONSTRUCTION PROCESS, I.E. NAIL POPS, WOOD ROT, DECKING DEFLECTION, ETC. IF A CONSTRUCTION PROBLEM IS POINTED OUT PRIOR TO CONSTRUCTION AND COMPANY IS NOTIFIED IN WRITING, COMPANY WILL TRY TO ASSIST OWNER/AGENT TO CORRECT THE PROBLEM(S) AND WILL BE CHARGED AS AN EXTRA ON A TIME AND MATERIAL BASIS.
20. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE SCRATCHING OR DENTING OF GUTTERS, OIL DROPLETS IN DRIVEWAYS, FRACTURES IN CONCRETE OR DAMAGE TO PLANTS OR SHRUBBERY.
21. ALL WORK DONE BY HIRED SUBCONTRACTORS THAT RESULTS IN FAILURE OF PRODUCT BECAUSE OF INSTALLATION OR WORKMANSHIP WILL BE HANDLED LEGALLY BY THE SUBCONTRACTORS LIABILITY INSURANCE AND NOT THE COMPANIES LIABILITY INSURANCE.
22. COMPANY ACCEPTS NO LIABILITY TO INDEMNIFY OR HOLD OWNER/AGENT HARMLESS FOR DAMAGES TO PERSONS OR PROPERTY. EXPECT THOSE THAT ARE THE DIRECT RESULT OF COMPANY'S NEGLIGENT ERROR OR OMISSION ON WHICH OCCUR DURING PERFORMANCE OF THE COMPANY'S WORK. COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM MOLD GROWTH WITHIN ANY PART OF THE BUILDING ENVELOPE DUE TO MOISTURE ENTERING THE BUILDING ENVELOPE PRIOR TO COMPANY'S COMPLETION OF INSTALLATION OF THE ROOF SYSTEMS/MEMBRANE, SIDING, WINDOWS, AND GUTTER SYSTEMS OR AS THE RESULT OF DAMAGE TO OR PENETRATION OF THE INSTALLED ROOF SYSTEMS/MEMBRANE, SIDING, WINDOW AND GUTTER SYSTEMS BY OTHERS. OWNER/AGENT UNDERSTANDS AND AGREES THAT COMPANY SHALL HAVE NO RESPONSIBILITY AT ANY TIME AFTER COMPLETION OF THE WORK FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED BELOW THE INSTALLED ROOF SYSTEMS/MEMBRANE, SIDING, WINDOW AND GUTTER SYSTEMS, WHETHER OR NOT SUCH DAMAGES RESULT FROM (A) LEAKS OR WEATHER ORIENTED SOURCES OR (B) MOLD GROWTH
23. THE COMPANY'S MONETARY DAMAGE LIABILITY FOR ANY CLAIM OF PROPERTY DAMAGE ARISING OUT OF THE COMPANY'S

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED THE **TOTAL AGREEMENT AMOUNT** WRITTEN ON THIS CONTRACT.

24. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS, NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, AND NOT RELIED ON BY EITHER PARTY, AND DO NOT SURVIVE THE EXECUTION OF THIS AGREEMENT.
25. IF ANY PROVISION OF THIS AGREEMENT SHOULD BE HELD TO BE INVALID OR UNENFORCEABLE THE VALIDITY AND ENFORCEABLE OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY.
26. SOUTH DAKOTA LAW APPLIES TO THIS AGREEMENT. ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT SHALL BE FILED EXCLUSIVELY WITH THE COUNTY OR CIRCUIT COURT OF PENNINGTON, SD. THE RIGHT TO JURY TRIAL IS WAIVED.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____