



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

PERMIT: ZONING COMPLIANCE

215 S. Broadway (Orion Lumberyard)

Zoning District: MU, Mixed Use

Land Use: Vacant / Mixed-Use / Public

Parcel ID: 09-11-228-020 & 09-11-228-016

Permit #: Z-25-06

Permitted Project:

1. "Retail" (former office building) – Remove and replace siding, doors, and windows only.
2. "Event Barn," "Market Shed," and "Trailhead" – Repair / replace roof only, including decking and sheathing.

Conditions of Approval:

1. The work shall be limited to the four (4) areas described in the application, as noted above, and highlighted on the plans received by the Village on April 1, 2025.
2. No site work, change of use or occupancy, or structural changes are permitted that would modify the size or significantly alter the character of the existing structures or site; **any such work beyond minor repairs or permitted, above-ground demolition and site clearing activities shall be reviewed and approved as necessary by the Village Planning Commission and/or Zoning Administrator.**
3. The applicant shall obtain the necessary building and/or trades permits from the Orion Township Building Department prior to commencing any work and adhere to all registration, application, design, construction, and inspection requirements of the Building Official.
4. The applicant shall contact MISS DIG at least 72 hours before beginning any excavation; **no excavation is permitted at this time.**
5. **The applicant shall notify the Village of any modifications to the proposed work.**

Issued to: Owner
Lake Orion Downtown Development Authority
118 N. Broadway
Lake Orion, MI 48362

Issued by: 
Darwin McClary
Village Manager / Zoning Administrator

Date: April 3, 2025

Questions? Contact the Village Planning & Zoning Coordinator: zoning@lakeorion.org or (248)-693-8391 x 107



Builder's Agreement 13739-9

Issue Date March 25, 2025

APPROVED

PREPARED BY

Gary Muehling

MI Remodelers - The Integrity Guys

(888) 544-7366

mail@miremodelers.com

125 Walnut Blvd, Rochester, MI 48307, USA

PREPARED FOR

Matthew

Matthew Gibb (Lake Orion)

(248) 464-0307

gibb@downtownlakeorion.org

215 South Broadway Street, Lake Orion MI 48362

BUILDER'S AGREEMENT DETAILS

215 South Broadway Street, Lake Orion MI 48362

Owner and Contractor agree as follows:

(project continues on additional sheets)

Owner(s) agrees that this Agreement, in its entirety (including the terms and conditions on the back page and attached sheets) constitutes the entire understanding between the parties, and there are no verbal understandings or changes that modify any of the terms of this Agreement. This agreement may not be changed, or its terms modified or varied in any way unless such changes are in writing and signed by both Owner(s) and the Contractor. Owner hereby acknowledges that Owner(s) has/have read the entire Agreement and has received a completed, signed and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. Owner(s) acknowledge that he or she was orally informed of his or her right to cancel this transaction. Pdf or other electronic signature is the same as an original signature.

Buyers Right to Cancel: You, the Buyer(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the accompanying Notice of Cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

MICHIGAN HOME SOLICITATION SALES ACT rescission cut off date: 28th day of March 2025

IN WITNESS WHEREOF the parties have here unto signed their name(s) this: 25th day of March 2025

DESCRIPTION

TOTAL

Demolition, Structural Carpentry & Window / Door Package

Choose from the following options

Rough Carpentry & Demolition

- Install temporary walls to support load bearing walls being altered
- Carefully remove existing windows for changes specified below
- Cut out wall studs & sheathing to accomplish window / wall changes
- Cut out entire 14ft back facing wall to open for large patio door / accordion door
- ☒ • Install 2 ply headers for 5 - 7ft x 5ft rough openings on wall facing trail
- Install 2 ply header for 13ft x 7ft rough opening
- Install jack / king studs
- Install OSB on exterior / temp weather in with house wrap / tape
- Cleanup / haul away

Discount

TOTAL

\$9,790.00

Contract Terms:

50% due upon acceptance

25% due at completion of demo

15% due at 50% point

10% due at 100% completion

Payment Options: We accept cash, check, CashApp, PayPal, Zelle and credit. If using a credit card, PayPal or CashApp a 5% fee will be applied to the total amount being charged. Financing also available upon request.

Lead Time: We are currently 8-12 weeks out from acceptance to beginning work depending on the type of project, size, material availability, weather and our timeliness in completing projects we have already committed to.

Job Duration: We expect the project to take roughly 4-6 weeks, from start to finish.

Additional costs that may be required and are outside of our control: Permit Fees, Design Fees, Blueprint Fees, Rendering/Visualization Fees, Survey Fees, Structural Engineering and Administrative Fees are in addition to the price. Any additional work that is not mentioned is in addition to the price and will require a change order. Actual costs vary.

Change Orders: all changes or additional work must be requested, approved, and documented prior to beginning of job. Additional work requested during job will be subject to price increases depending on scale of work requested. Change orders can delay completion, change flow of projects, and create scheduling issues with customers on the calendar. Payment for change orders are due in full upon acceptance.

Unforeseen Additional Cost: Pre-existing structures that have unforeseen expenses may result in an increase in final costs.

Costs will be discussed and explained to customer prior to additional work being started. Due to liability concern, all necessary work and material structurally needed is non-negotiable.

Scheduling: Start dates can vary due to current projects being delayed or ahead of schedule. Scheduling will be communicated to customer as start date becomes closer. The customer upholds the promise to pay for work agreed upon and is subject to a 10% of total job penalty if work agreement is terminated after work begins. Beginning of work includes but not limited to: blueprints, drawings, permitting, material ordered, material delivered, or physical workers on site to begin work.

We cannot be responsible for delays that are outside of our control including but not limited to delays caused by: building department and inspection availability, plan review, material suppliers, material manufacturers, COVID, weather and other unforeseen circumstances (natural disasters, shortage of materials, etc.). These situations are out of our control and the delays will not be considered breach of contract. We reserve the right to stop work if payments are not received up to date and will be entitled to keep any payment already received.

Quote cost is based on approximate measurements taken during the time of initial estimate. A trained project manager will do a site visit and confirm all measurements. Additional cost may apply for variations. Owner agrees that if during the course of this contract the cost of materials increases because of tariffs or governmental action or for any reason not in the direct control of contractor, contractor may adjust the price of this contract and pass on the increased cost to owner.

A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. MI Remodelers, LLC is a licensed residential builder with License Numbers 262000426 & 262100103.

Upon acceptance, this Estimate becomes an accepted Offer (a contract) for services and all parties are bound to the terms and conditions stated herein.

1. Entire Agreement — This document states the entire agreement between the Owner and Contractor. NO REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY THE CONTRACTOR TO THE OWNERS EXCEPT THOSE THAT ARE STATED IN THIS CONTRACT. This agreement cannot be changed by any conversations between the Owner and Contractor. Any changes in this contract must be in writing and signed by the Owner and Contractor, MI Remodelers, LLC.
2. Assignment — It is further agreed that the Contractor shall have the right at any time to sell, transfer or assign this contract and the monies to be paid under the contract. In the event of such assignment, the Owner hereby agrees that he has no defense in whole or in part to the payment of the sum agreed by him as evidenced by his signature hereon. Upon failure to pay as agreed, the entire balance shall accelerate and become due and payable immediately.
3. Resultant Damages / Contractor Liability — Contractor shall not be liable for the following: (1) any resultant damages to premises or material located on the premises, (2) any damage to trees, shrubs, flowers, grass, or landscaping, (3) shades, blinds, or any other window treatments not fitting into the openings after work is completed; however, this does not mean that they will not fit, but it does happen on certain types of installations, (4) any caulk fumes or any other fumes caused by building materials Contractor provides, (5) any code violations existing at the time of this Agreement, (6) any window AC units, alarms, or security bars, and Contractor is not responsible for reconnecting or fitting these items, (7) alarms or doorbells except that in the event that Contractor damages Owner's doorbell, Contractor will attempt to replace it with a wireless doorbell kit. Contractor will reinstall satellite dishes to the best of its ability, but Owner is responsible for contacting provider to restore service. Many homes are not square. It is not Contractor's responsibility to change the structure of Owner's home. Some homes have rafters that do not line up, creating an appearance of sagging, Contractor is not responsible for correcting this look.

Contractor does not warranty against any paint dings, dents, nicks, nail pops, paint scraping, or flaking. Contractor is not responsible for cleaning debris or resultant damage to unprotected property in attic. Contractor does not do any painting, decorating or wood finishing. If replacement of joists or beams is necessary, there will be an additional charge for this labor and materials. Owner shall expect to lose a certain amount of glass space/daylight opening when installing replacement windows. If, due to size limitations, we are unable to make the windows with triple panes, we will substitute with double pane energy efficient Energy Star compliant glass. The U-Value could be higher. When any work is performed, Owner shall expect paint, plaster, drywall to crack or loosen. Owner shall expect a certain amount of debris in attic associated with roof work. Michigan Uniform Energy Code requires a thermal barrier with a minimum R-Value of 3 for roof/ceiling assemblies of any new construction homes in zones 2 & 3, and a minimum R-Value of 30 for all new construction homes in zone 1. Because the aforementioned Energy Code is the accepted standard for new construction, MI Remodelers will not be responsible for any moisture transfer that may occur, or ice damming caused by insufficient insulation, in any attic area located under a roof system installed by MI Remodelers, LLC. Measurements contained in the Agreement are good for pricing ONLY. Doorwalls come in standard sizes. At the time of install, there could be adjustments made to your opening. If Owner requests a special order doorwall at the time of install, they agree to pay an additional price. Trained measure-men take actual measurements. In the event that a dumpster is needed for removal of debris, Owner agrees to have such dumpster placed in his or her driveway. Contractor is not responsible for any damage the dumpster may cause to the driveway. In order to install a roof properly, if Owner has existing gutter protection, we will reinstall to the best of our ability. Gutter helmet warranty will be voided. We are not responsible for manufacturer's warranty issues.

Contractor is not responsible for reconnecting alarms or security bars. From time to time, drilling through or removal of aluminum/wood siding/brick may be necessary. MI Remodelers, LLC will, in its judgment, use the closest matching mortar for brick and a wood plug for some types of siding/drywall (where needed).

4. WARRANTY

A. MI Remodelers, LLC warrants its workmanship pursuant to the job specifications for up to one year from completion. Materials are warranted pursuant to the manufacturer's limited warranty. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Exclusivity — The parties agree that the sole and exclusive remedy against Contractor for any defective work shall be limited to the repair or replacement of defective labor and/ or materials, provided Contractor is promptly notified in writing of any defect as required herein and contractor has been paid in full. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Contractor is willing and able to repair and replace the defective labor and/or materials.

C. Scope — The warranty described in this paragraph shall be IN LIEU OF any other warranty, express or implied, including but not

limited to any implied warranty of MERCHANTABILITY or FITNESS for a particular purpose. Furthermore, the following items are expressly excluded from coverage by this warranty:

- D. Claim by owner — If the Owner has a claim under this warranty, the Owner must notify MI Remodelers, LLC, in writing within 30 (thirty) days of the first appearance of the defect.
 - E. Effective date — Full payment of all amounts due under this contract is a condition precedent to Contractor's duty to perform any work under this warranty.
 - F. Due to changes in technology, colors, and styles, MI Remodelers, LLC may, at its option, change to a product line of similar or higher quality. Colors may vary slightly.
 - G. This warranty is not transferable.
- 5. Contraction or expansion of building or grade shall not be construed as defects under this warranty. MI Remodelers, LLC cannot be responsible for cracked/damaged concrete. Cracks that might appear in the PreCast Stone or cement work following installation which is caused by weather conditions and/or any other act of nature outside of the reasonable control of Contractor, MI Remodelers, LLC are not covered.
 - 6. Gutters are designed to divert water. A small amount of water escaping is part of the normal operation of a gutter. Drip edge is not part of siding and trim, it is part of the roof. It diverts water into the gutters.
 - 7. MI Remodelers is not responsible for normal wear and tear, and failures caused by Owner's failure to perform ordinary maintenance.
 - 8. MI Remodelers, LLC is not a licensed electrical contractor and although in the course of performance of this contract we may disconnect or pull away an electrical outlet or box, it is the responsibility of the owner to have a licensed electrical contractor or utility restore it.
 - 9. MI Remodelers, LLC cannot be responsible for ICE DAMS. Ice dams are formed on the roof and are not a result of the gutter guard product. Debris settling on top of the gutter guard is normal operation. Leaves, helicopters, etc. settling on top of the gutter guard will not impede the performance of the product and should decompose over time. See Ice Dam brochure for more information.
 - 10. MI Remodelers, LLC is not responsible for any nail pops or drywall damage due to the installation of any roofing, siding, windows, gutters, or insulation. This agreement does not include, unless expressly specified, any and all mold, asbestos and lead testing, abatement, removal or cleaning. If mold, asbestos or lead are found existing on the premises, any and all cost to test, abate, remove, or clean shall be paid by Owner as an extra. In addition, any warranty given to Owner under this contract does not include the cost to abate, remove, or clean mold, asbestos and lead that may be found on the premises in the future.
 - 11. If satellite dish must be removed in order to complete the specified work, homeowner may need to have dish re-aligned. MI Remodelers, LLC cannot be responsible for any fees charged by your service provider.
 - 12. Time for performance — It is understood by all parties that time is of the essence for this project, and all work contracted for shall be performed at a mutually agreeable time as soon as scheduling, materials, and weather conditions permit. Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining material, illness, transportation failure, permits, governmental orders or other causes beyond its control. Owner agrees to make available to the Contractor access to electrical service and running water. Owner further agrees that they are responsible for any electrical service charges, or water costs that are used by Contractor in the course of performance of this contract.
 - 13. Stipulated Damages — If the Owner cancels, rescinds, or otherwise terminates this contract after the expiration of the applicable cancellation period provided for in this contract, if any, then the Contractor will incur (1) costs in preparation, and (2) damages, including lost profits that are difficult to determine. The parties agree that the following formula is a reasonable estimate of the actual damages that the Contractor will suffer if the Owner does not allow Contractor to perform this contract. Owner agrees to pay as liquidated damages:
 - A. 1/3 of the contract price and
 - B. Contractor's actual cost for any custom ordered products made for Owner's job, if any.
 - C. Interest — Any sums herein, which are not paid when due shall bear interest at the highest legal rate, not to exceed one and one half percent per month (18% per annum).
 - 14. Arbitration of Disputes — Contractor and Owner agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this agreement and any related documents, loans, security instruments, accounts or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one (1) arbitrator, in accordance with and pursuant to the American Arbitration Association under its construction industry arbitration rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the judicial district in which Owner resides. Owner agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall otherwise be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the Claim with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after one year from the date contractor stops working on the project or the completion of the project, whichever is sooner. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential among the parties and shall not

be made public. Further information may be obtained and claims may be filed at any office of the American Arbitration Association, 1-800-778-7879, www.adr.org, or by mail at 1633 Broadway, New York, NY 10019. For purposes of this arbitration paragraph

"Contractor" includes all of Contractor's employees and officers.

Both Owner and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below.

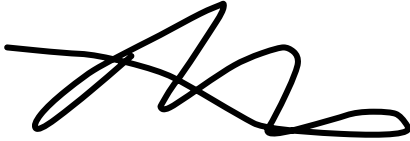
Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Owner in a suit brought by Contractor pursuant to this arbitration provision.

15. Permits — Contractor agrees to pull any necessary permits for the work described in this Agreement. Owner agrees to pay for the actual costs of the permit and any necessary inspections. Contractor will bill Owner for these charges. Owner authorizes Contractor to apply for building permits on Owner's behalf from the city, village or township where the property is located. Owner gives Contractor permission, and appoints Contractor, to sign Owner's name to the building permit application for the work in this Agreement. Owner authorizes Contractor to proceed with the installation while the application for a permit is pending. If the city, village, or township where the property is located requires code updates (such as smoke detectors) Owner must pay for those expenses. The current price for smoke detectors including installation is \$200.00. Contractor is not responsible for code violations that exist prior to the date of installation. If the property is subject to other regulations that would affect the ability of the Owner to install the materials covered by this Agreement because of deed restrictions, a homeowners' association, a Historic District Commission or any other reason, then Owner is solely responsible for notifying Contractor of these restrictions and assuring that those regulations or restrictions have been satisfied.
16. Notices — All notices and other communications required or permitted under this agreement will be in writing and will be deemed given when delivered personally or by mail, addressed as follows: If to Contractor, 90 Creekwood Dr, Lake Orion, 48362. If to Purchaser, to the name and address on the reverse on this contract.
17. I/we authorize MI Remodelers, LLC to obtain a copy of my/our credit file. This information will be used for obtaining credit for a loan or for a possible refinance through one or more of MI Remodelers, LLC preferred financial lenders.
18. I/we authorize MI Remodelers, LLC, its affiliates, and financial lenders to call at any time for the purpose of soliciting home improvements and/or possible loans through one or more of MI Remodelers, LLC preferred financial lenders and/or home improvement partners. I/we understand that our phone number may be on the National Do Not Call list and I/we give our permission to be contacted by MI Remodelers, LLC, its home improvement partners, and preferred financial lenders.
19. Contractor's rights upon discovering estimating error — If Contractor finds upon final measure that an estimating mistake has been made by Contractor's sales person, Contractor reserves the right to cancel this contract by giving owner notice of cancellation within 15 business days of discovery of the error.
20. Existing code violations — Contractor shall not be responsible for any code violations existing at the time of this contract.
21. Financing denial — Contract is voidable if credit is denied by all MI Remodelers, LLC financing resources. This does not include cash orders. If order was originally written as a cash order and Owner wants to secure financing at a later date, the cash contract remains in full force until credit is approved and all specifications and requirements of the financial institution have been met.
22. Severability — Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.
23. Attorney Fees — Should Contractor require the services of an attorney for the enforcement of any provision of this agreement, Owner agrees to pay Contractor's actual attorney fees and costs.
24. Interest — Any sums herein, which are not paid when due shall bear interest at the highest legal rate not to exceed 1.5% per month from the date of original installation.
25. Owner agrees not to commence any action or suit (whether Statutory, Common Law, Federal, State, or otherwise) or arbitration proceeding relating to this agreement or arising under this contract or any cause of action whatsoever more than ONE YEAR after the accrual of the cause of action whichever is earlier, and waive any Statute of Limitations to the contrary.

NOTICE OF CANCELLATION - You may cancel this transaction, without any penalty or obligation, within 3 (three) business days from the date on this contract as indicated on the reverse side. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 (ten) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the

seller does not pick them up within 20 (twenty) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to MI Remodelers, LLC, 90 Creekwood Dr., Lake Orion, MI 48362, not later than Midnight on the third business day following the signing of the contract.

The above specifications, costs, and terms are hereby accepted.



MATTHEW GIBB

March 25, 2025 at 1:14 PM EDT

DATE



GARY MUEHLING

March 25, 2025 at 1:15 PM EDT

DATE



SOLD BY:

Dillman & Upton Lumber Rochester
607 Woodward Ave
Rochester, MI 48307-1175
Fax: 248-651-0757

SOLD TO:

CREATED DATE

3/31/2025

LATEST UPDATE

4/1/2025

OWNER

Kyle Misener

Abbreviated Quote Report - Customer Pricing

QUOTE NAME

MI Remodelers

PROJECT NAME

MI Remodelers

QUOTE NUMBER

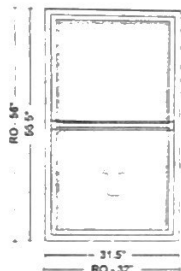
7292846

CUSTOMER PO#

TRADE ID

ORDER NOTES:

DELIVERY NOTES:



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>	<u>Unit Price</u>	<u>Ext. Price</u>
100	4	Fixed/Active	32x56 Single Hung	\$571.92	\$2,287.68

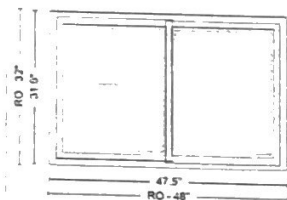
RO Size: 32" x 56"

Unit Size: 31 1/2" x 55 1/2"

100SHS 2' 7 1/2"X4' 7 1/2", Unit, 100 Series Single-Hung, Equal Sash, 1 3/8" Setback, Black Exterior Frame, Black Exterior Sash/Panel, w/Black Interior Frame, w/Black Interior Sash/Panel, Fixed/Active, Dual Pane Low-E Standard Argon Fill Stainless Glass / Grille Spacer, Auto Lock, Andersen 100 Series, 1 Sash Locks Black, Black, Half Screen, Fiberglass

Insect Screen 1: 100 Series Single-Hung, 100SHS 31.5 x 55.5 Half Screen Fiberglass Black

Unit #	U-Factor	SHGC	ENERGY STAR	Clear Opening/Unit #	Width	Height	Area (Sq. Ft)
A1	0.3	0.31	NO	A1	28.0000	24.0390	4.67420



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>	<u>Unit Price</u>	<u>Ext. Price</u>
200	1	Active/Stationary (XO)	48x32 Slider	\$516.94	\$516.94

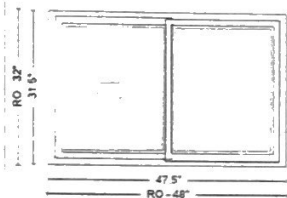
RO Size: 48" x 32"

Unit Size: 47 1/2" x 31 1/2"

100GXO 3' 11 1/2"X2' 7 1/2", Unit, 100 Series Gliding XO/OX, 1 3/8" Setback, Black Exterior Frame, Black Exterior Sash/Panel, w/Black Interior Frame, w/Black Interior Sash/Panel, Active/Stationary (XO), Dual Pane Low-E Standard Argon Fill Stainless Glass / Grille Spacer, Auto Lock, Andersen 100 Series, 1 Sash Locks Black, Black, Full Screen, Fiberglass

Insect Screen 1: 100 Series Gliding XO/OX, 100GXO 47.5 x 31.5 Full Screen Fiberglass Black

Unit #	U-Factor	SHGC	ENERGY STAR	Clear Opening/Unit #	Width	Height	Area (Sq. Ft)
A1	0.3	0.31	NO	A1	20.0390	28.0000	3.89650



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>	<u>Unit Price</u>	<u>Ext. Price</u>
300	5	Active/Stationary (XO)	72x56 Slider	\$516.94	\$2,584.70

RO Size: 48" x 32"

Unit Size: 47 1/2" x 31 1/2"

100GXO 3' 11 1/2"X2' 7 1/2", Unit, 100 Series Gliding XO/OX, 1 3/8" Setback, Black Exterior Frame, Black Exterior Sash/Panel, w/Black Interior Frame, w/Black Interior Sash/Panel, Active/Stationary (XO), Dual Pane Low-E Standard Argon Fill Stainless Glass / Grille Spacer, Auto Lock, Andersen 100 Series, 1 Sash Locks Black, Black, Full Screen, Fiberglass

Insect Screen 1: 100 Series Gliding XO/OX, 100GXO 47.5 x 31.5 Full Screen Fiberglass Black

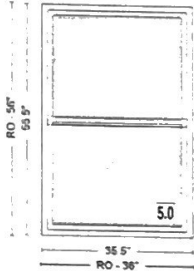
Unit #	U-Factor	SHGC	ENERGY STAR	Clear Opening/Unit #	Width	Height	Area (Sq. Ft)
A1	0.3	0.31	NO	A1	20.0390	28.0000	3.89650

<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>	<u>Unit Price</u>	<u>Ext. Price</u>
400	1		None Assigned	\$300.00	\$300.00

RO Size:

Unit Size:

Flashing Allowance
Flashing Tape and Flex Tape



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>	<u>Unit Price</u>	<u>Ext. Price</u>
500	1	Fixed/Active	36x56	\$571.92	\$571.92

RO Size: 36" x 56"

Unit Size: 35 1/2" x 55 1/2"

100SHS 2' 11 1/2"X4' 7 1/2", Unit, 100 Series Single-Hung, Equal Sash, 1 3/8" Setback, Black Exterior Frame, Black Exterior Sash/Panel, w/Black Interior Frame, w/Black Interior Sash/Panel, Fixed/Active, Dual Pane Low-E Standard Argon Fill Stainless Glass / Grille Spacer, Auto Lock, Andersen 100 Series, 1 Sash Locks Black, Black, Half Screen, Fiberglass

Insect Screen 1: 100 Series Single-Hung, 100SHS 35.5 x 55.5 Half Screen Fiberglass Black

Unit #	U-Factor	SHGC	ENERGY STAR	Clear Opening/Unit #	Width	Height	Area (Sq. Ft)
A1	0.3	0.31	NO	A1	32.0000	24.0390	5.34200

SUB-TOTAL:	\$6,261.24
FREIGHT:	\$0.00
LABOR:	\$0.00
TAX:	\$357.67
TOTAL:	\$6,618.91

CUSTOMER SIGNATURE _____ DATE _____

* All graphics as viewed from the exterior. ** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.

Thank you for choosing Andersen Windows & Doors



The Home Depot Special Order Quote

Customer Agreement #: H2743-198419

Printed Date: 3/31/2025

Customer: JEREMY RICHERT

Address: 21 E.CHURCH ST.
LAKE ORION, MI 48362

Phone: 248-693-8391

Email: RICHERTJ@LAKEORION.ORG

Store: 2743

Associate: ALAINA

Address: 2600 S Lapeer Rd
Lake Orion, MI 48360

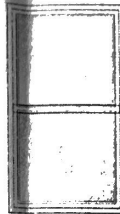
Phone: (248)393-9990

Pre-Savings Total: \$6,042.96

Total Savings: (\$0.00)

Pre-Tax Price: \$6,042.96

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



RO Size = 32 1/2" x 56 1/2"

Unit Size = 32" x 56"

Catalog Version 274

Line Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Price	Unit Price
100-1	100 Series Single-Hung Equal Sash, Fixed/Active, 32 x 56, Black w/Black Sash / Frame: Black Black, Auto Lock Hardware	32 x 56 Hung	\$514.71	\$514.71	4	\$0.00	\$2,058.84
Unit 100 Total:			\$514.71	\$514.71		\$0.00	\$2,058.84

Begin Line 100 Description

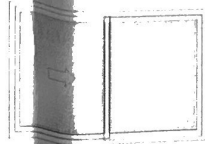
---- Line 100-1 ----

100 Series Single-Hung
Overall Rough Opening = 32 1/2" x 56 1/2"
Overall Unit = 32" x 56"
Installation Zip Code = 48362
U.S. ENERGY STAR® Climate Zone = Northern
Enhanced Performance = No
Search by Unit Code = No
Standard Width = Custom
Standard Height = Custom
Frame Width = 32
Frame Height = 56
Frame Option = 1 3/8" Setback
Venting / Handing = Fixed/Active
Drywall Access = No
Exterior Frame Color = Black
Exterior Sash / Panel Color = Black
Interior Frame Finish Color = Black

Interior Sash / Panel Finish Color = Black
Glass Construction Type = Dual Pane
Glass Option = Low-E
High Altitude Breather Tubes = No
Glass Strength = Standard
Glass Tint = No Tint
Specialty Glass = None
Gas Fill = Argon
Glass / Grille Spacer Color = Stainless
None
Hardware Style = Auto Lock
Lock Hardware Style = Andersen 100 Series
Number of Sash Locks = 1
Lock Hardware Color/Finish = Black
Window Opening Control Device = No
Insect Screen Type = None

Installation Material Options = No
Re-Order Item = No
Room Location = 32 x 56 Hung
Unit U-Factor = 0.3
Unit Solar Heat Gain Coefficient (SHGC) = 0.31
Unit CPD Number = AND-N-80-02533-00001
U.S. ENERGY STAR® Certified = No
Clear Opening Width = 28.5
Clear Opening Height = 24.289
Clear Opening Area = 4.8072
SKU = 1008729623
Vendor Name = S/O ANDERSEN LOGISTICS
Vendor Number = 60509030
Customer Service = (888) 888-7020
Catalog Version Date = 02/24/2025
SKU Description = S/O 100S
SINGLEHUNG/GLIDING WINDOW

End Line 100 Description



RO Size = 48 1/2" x 32 1/2"
Unit Size = 48" x 32"

Catalog Version 274

Line Number	Item Summary	Quantity	Was Price	Now Price	Total Savings	Total Price
200-1	100 Series Gliding XO/OX, Active/Stationary (XO), 48 x 32, Black w/Black Sash / Frame: Black Black, Auto Lock Hardware	1	\$465.57	\$465.57	\$0.00	\$465.57
Unit 200 Total:			\$465.57	\$465.57	\$0.00	\$465.57

Begin Line 200 Description

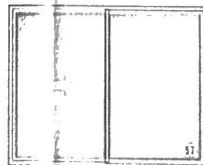
---- Line 200-1 ----

100 Series Gliding XO/OX
Overall Rough Opening = 48 1/2" x 32 1/2"
Overall Unit = 48" x 32"
Installation Zip Code = 48362
U.S. ENERGY STAR® Climate Zone = Northern
Enhanced Performance = No
Search by Unit Code = No
Standard Width = Custom
Standard Height = Custom
Frame Width = 48
Frame Height = 32
Frame Option = 1 3/8" Setback
Venting / Handing = Active/Stationary (XO)
Exterior Frame Color = Black
Exterior Sash / Panel Color = Black
Interior Frame Finish Color = Black

Interior Sash / Panel Finish Color = Black
Glass Construction Type = Dual Pane
Glass Option = Low-E
High Altitude Breather Tubes = No
Glass Strength = Standard
Glass Tint = No Tint
Specialty Glass = None
Gas Fill = Argon
Glass / Grille Spacer Color = Stainless
None
Hardware Style = Auto Lock
Lock Hardware Style = Andersen 100 Series
Number of Sash Locks = 1
Lock Hardware Color/Finish = Black
Window Opening Control Device = No
Insect Screen Type = None

Installation Material Options = No
Re-Order Item = No
Room Location = 48 x 32 Slider
Unit U-Factor = 0.3
Unit Solar Heat Gain Coefficient (SHGC) = 0.31
Unit CPD Number = AND-N-81-02597-00001
U.S. ENERGY STAR® Certified = No
Clear Opening Width = 20.289
Clear Opening Height = 28.5
Clear Opening Area = 4.0155
SKU = 1008729623
Vendor Name = S/O ANDERSEN LOGISTICS
Vendor Number = 60509030
Customer Service = (888) 888-7020
Catalog Version Date = 02/24/2025
SKU Description = S/O 100S
SINGLEHUNG/GLIDING WINDOW

End Line 200 Description



RO Size = 72" x 56 1/2"
Unit Size = 71 1/2" x 56"

Catalog Version 274

Line Number	Item Summary	Quantity	Was Price	Now Price	Total Savings	Total Price
300-1	100 Series Gliding XO/OX, Active/Stationary (XO), 71.5 x 56, Black w/Black Sash / Frame: Black Black, Auto Lock Hardware	5	\$703.71	\$703.71	\$0.00	\$3,518.55
Unit 300 Total:			\$703.71	\$703.71	\$0.00	\$3,518.55

Begin Line 300 Description

---- Line 300-1 ----

100 Series Gliding XO/OX
Overall Rough Opening = 72" x 56 1/2"
Overall Unit = 71 1/2" x 56"
Installation Zip Code = 48362

Interior Sash / Panel Finish Color = Black
Glass Construction Type = Dual Pane
Glass Option = Low-E
High Altitude Breather Tubes = No

Installation Material Options = No
Re-Order Item = No
Room Location = 72 x 56 Slider
Unit U-Factor = 0.3



PREPARED BY

Gary Muehling
MI Remodelers - The Integrity Guys
(888) 544-7366
mail@miremodelers.com
125 Walnut Blvd, Rochester, MI 48307, USA

PREPARED FOR

Matthew Gibb, Executive Director
Lake Orion Downtown District Authority
(248) 464-0307
gibb@downtownlakeorion.org
215 South Broadway Street, Lake Orion MI 48362

BUILDER'S AGREEMENT DETAILS

Lumberyard Project
215 South Broadway Street, Lake Orion MI 48362

Owner and Contractor agree as follows:
(project continues on additional sheets)

Owner(s) agrees that this Agreement, in its entirety (including the terms and conditions on the back page and attached sheets) constitutes the entire understanding between the parties, and there are no verbal understandings or changes that modify any of the terms of this Agreement. This agreement may not be changed, or its terms modified or varied in any way unless such changes are in writing and signed by both Owner(s) and the Contractor. Owner hereby acknowledges that Owner(s) has/have read the entire Agreement and has received a completed, signed and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. Owner(s) acknowledge that he or she was orally informed of his or her right to cancel this transaction. Pdf or other electronic signature is the same as an original signature.

Buyers Right to Cancel: You, the Buyer(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the accompanying Notice of Cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

MICHIGAN HOME SOLICITATION SALES ACT rescission cut off date: 1st day of April 2025

IN WITNESS WHEREOF the parties have here unto signed their name(s) this: 27th day of March 2025

DESCRIPTION	TOTAL
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Window Packages (Material Only)

Choose from the following window material packages

Prices below include all material required to complete the exterior installation including:

- Low pressure foam insulation
- Shims
- Fasteners
- Window asphalt sill wrap
- Butyl tape
- Window tape
- Exterior trim
- Caulking

Please select 0 - 1 options

<input type="checkbox"/>	<p>Window Package - Economy</p> <p>ECONOMY window / package includes:</p> <ul style="list-style-type: none">• All material to complete the installation• Vinyl windows• (4) 32x56 Hung• (1) 48x32 Slider• (5) 72x56 Slider• White on White• Double Pane• Glass Package upgrade for energy efficiency• Energy Star qualifiers	+\$11,250.00
<input type="checkbox"/>	<p>Window Package - Integrity</p> <p>INTEGRITY window / package includes:</p> <ul style="list-style-type: none">• All material to complete the installation• Premium vinyl windows• Made in Michigan• Steel reinforced frames• Beige on Beige• Foam filled frames• (4) 32x56 Hung• (1) 48x32 Slider• (5) 72x56 Slider• White on White• Triple Pane• Glass Package upgrade for energy efficiency• Energy Star qualifiers• 50 Year Warranty• These are the windows a big name company on TV refers to as SUPER WINDOWS	+\$15,830.00
<input type="checkbox"/>	<p>Window Package - Integrity +</p> <p>INTEGRITY + window / package includes:</p> <ul style="list-style-type: none">• All material to complete the installation• Andersen 100 composite windows• (4) 32x56 Hung• (1) 48x32 Slider• (5) 72x56 Slider• Black on Black• Double Pane• Glass pack upgrades to meet Energy Star criteria (rebates available)	+\$17,674.00
<input type="checkbox"/>	<p>Window Package - Ultimate</p> <p>ULTIMATE window / package includes:</p> <ul style="list-style-type: none">• All material to complete the installation• Andersen 400 wood windows• Aluminum exterior clad• Wood interior• (4) 32x56 Hung• (1) 48x32 Slider• (5) 72x56 Slider• Black exterior• Double Pane• Glass pack upgrades to meet Energy Star criteria (rebates available)	+\$23,190.00

Contract Terms:

Payment due upon acceptance

17. I/we authorize MI Remodelers, LLC to obtain a copy of my/our credit file. This information will be used for obtaining credit for a loan or for a possible refinance through one or more of MI Remodelers, LLC preferred financial lenders.
18. I/we authorize MI Remodelers, LLC, its affiliates, and financial lenders to call at any time for the purpose of soliciting home improvements and/or possible loans through one or more of MI Remodelers, LLC preferred financial lenders and/or home improvement partners. I/we understand that our phone number may be on the National Do Not Call list and I/we give our permission to be contacted by MI Remodelers, LLC, its home improvement partners, and preferred financial lenders.
19. Contractor's rights upon discovering estimating error — If Contractor finds upon final measure that an estimating mistake has been made by Contractor's sales person, Contractor reserves the right to cancel this contract by giving owner notice of cancellation within 15 business days of discovery of the error.
20. Existing code violations — Contractor shall not be responsible for any code violations existing at the time of this contract.
21. Financing denial — Contract is voidable if credit is denied by all MI Remodelers, LLC financing resources. This does not include cash orders. If order was originally written as a cash order and Owner wants to secure financing at a later date, the cash contract remains in full force until credit is approved and all specifications and requirements of the financial institution have been met.
22. Severability — Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.
23. Attorney Fees — Should Contractor require the services of an attorney for the enforcement of any provision of this agreement, Owner agrees to pay Contractor's actual attorney fees and costs.
24. Interest — Any sums herein, which are not paid when due shall bear interest at the highest legal rate not to exceed 1.5% per month from the date of original installation.
25. Owner agrees not to commence any action or suit (whether Statutory, Common Law, Federal, State, or otherwise) or arbitration proceeding relating to this agreement or arising under this contract or any cause of action whatsoever more than ONE YEAR after the accrual of the cause of action whichever is earlier, and waive any Statute of Limitations to the contrary.

NOTICE OF CANCELLATION - You may cancel this transaction, without any penalty or obligation, within 3 (three) business days from the date on this contract as indicated on the reverse side. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 (ten) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 (twenty) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to MI Remodelers, LLC, 90 Creekwood Dr., Lake Orion, MI 48362, not later than Midnight on the third business day following the signing of the contract.

The above specifications, costs, and terms are hereby accepted.

MATTHEW

DATE

GARY MUEHLING

DATE



Builder's Agreement 13739-17

Issue Date April 11, 2025

Expires April 12, 2025

PREPARED BY

Gary Muehling

MI Remodelers - The Integrity Guys

(888) 544-7366

mail@miremodelers.com

125 Walnut Blvd, Rochester, MI 48307, USA

PREPARED FOR

Matthew

Matthew Gibb (Lake Orion)

(248) 464-0307

gibb@downtownlakeorion.org

215 South Broadway Street, Lake Orion MI 48362

BUILDER'S AGREEMENT DETAILS

215 South Broadway Street, Lake Orion MI 48362

Owner and Contractor agree as follows:

(project continues on additional sheets)

Owner(s) agrees that this Agreement, in its entirety (including the terms and conditions on the back page and attached sheets) constitutes the entire understanding between the parties, and there are no verbal understandings or changes that modify any of the terms of this Agreement. This agreement may not be changed, or its terms modified or varied in any way unless such changes are in writing and signed by both Owner(s) and the Contractor. Owner hereby acknowledges that Owner(s) has/have read the entire Agreement and has received a completed, signed and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. Owner(s) acknowledge that he or she was orally informed of his or her right to cancel this transaction. Pdf or other electronic signature is the same as an original signature.

Buyers Right to Cancel: You, the Buyer(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the accompanying Notice of Cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

MICHIGAN HOME SOLICITATION SALES ACT rescission cut off date: 11th day of April 2025

IN WITNESS WHEREOF the parties have here unto signed their name(s) this: 16th day of April 2025

DESCRIPTION

Professional Installation Services

Install client provided window units & lap siding

Including to supply all remaining materials for a complete job

Please select 0 - 2 options

Window Installation



Assuming new construction windows were ordered with nail fin fixed

11 openings to set

Siding Installation

Wrap building with MI exclusive house wrap

No opening trims included



Install LP SmartSide lap siding primed

Custom bend parapet wall metal flashing

Caulk & Seal

TOTAL

\$6,600.00

Contract Terms:

50% due upon acceptance

25% due at completion of windows

25% due at completion of siding

Payment Options: We accept cash, check, CashApp, PayPal, Zelle and credit. If using a credit card, PayPal or CashApp a 5% fee will be applied to the total amount being charged. Financing also available upon request.

Lead Time: We are currently 4-6 weeks out from acceptance to beginning work depending on the type of project, size, material availability, weather and our timeliness in completing projects we have already committed to.

Job Duration: We expect the project to take roughly 2-4 weeks, from start to finish.

Additional costs that may be required and are outside of our control: Permit Fees, Design Fees, Blueprint Fees, Rendering/Visualization Fees, Survey Fees, Structural Engineering and Administrative Fees are in addition to the price. Any additional work that is not mentioned is in addition to the price and will require a change order. Actual costs vary.

Change Orders: all changes or additional work must be requested, approved, and documented prior to beginning of job. Additional work requested during job will be subject to price increases depending on scale of work requested. Change orders can delay completion, change flow of projects, and create scheduling issues with customers on the calendar. Payment for change orders are due in full upon acceptance.

Unforeseen Additional Cost: Pre-existing structures that have unforeseen expenses may result in an increase in final costs.

Costs will be discussed and explained to customer prior to additional work being started. Due to liability concern, all necessary work and material structurally needed is non-negotiable.

Scheduling: Start dates can vary due to current projects being delayed or ahead of schedule. Scheduling will be communicated to customer as start date becomes closer. The customer upholds the promise to pay for work agreed upon and is subject to a 10% of total job penalty if work agreement is terminated after work begins. Beginning of work includes but not limited to: blueprints, drawings, permitting, material ordered, material delivered, or physical workers on site to begin work.

We cannot be responsible for delays that are outside of our control including but not limited to delays caused by: building department and inspection availability, plan review, material suppliers, material manufacturers, COVID, weather and other unforeseen circumstances (natural disasters, shortage of materials, etc.). These situations are out of our control and the delays will not be considered breach of contract. We reserve the right to stop work if payments are not received up to date and will be entitled to keep any payment already received.

Quote cost is based on approximate measurements taken during the time of initial estimate. A trained project manager will do a site visit and confirm all measurements. Additional cost may apply for variations. Owner agrees that if during the course of this contract the cost of materials increases because of tariffs or governmental action or for any reason not in the direct control of contractor, contractor may adjust the price of this contract and pass on the increased cost to owner.

A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. MI Remodelers, LLC is a licensed residential builder with License Numbers 262000426 & 262100103.

Upon acceptance, this Estimate becomes an accepted Offer (a contract) for services and all parties are bound to the terms and

conditions stated herein.

1. Entire Agreement — This document states the entire agreement between the Owner and Contractor. NO REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY THE CONTRACTOR TO THE OWNERS EXCEPT THOSE THAT ARE STATED IN THIS CONTRACT. This agreement cannot be changed by any conversations between the Owner and Contractor. Any changes in this contract must be in writing and signed by the Owner and Contractor, MI Remodelers, LLC.
2. Assignment — It is further agreed that the Contractor shall have the right at any time to sell, transfer or assign this contract and the monies to be paid under the contract. In the event of such assignment, the Owner hereby agrees that he has no defense in whole or in part to the payment of the sum agreed by him as evidenced by his signature hereon. Upon failure to pay as agreed, the entire balance shall accelerate and become due and payable immediately.
3. Resultant Damages / Contractor Liability — Contractor shall not be liable for the following: (1) any resultant damages to premises or material located on the premises, (2) any damage to trees, shrubs, flowers, grass, or landscaping, (3) shades, blinds, or any other window treatments not fitting into the openings after work is completed; however, this does not mean that they will not fit, but it does happen on certain types of installations, (4) any caulk fumes or any other fumes caused by building materials Contractor provides, (5) any code violations existing at the time of this Agreement, (6) any window AC units, alarms, or security bars, and Contractor is not responsible for reconnecting or fitting these items, (7) alarms or doorbells except that in the event that Contractor damages Owner's doorbell, Contractor will attempt to replace it with a wireless doorbell kit. Contractor will reinstall satellite dishes to the best of its ability, but Owner is responsible for contacting provider to restore service. Many homes are not square. It is not Contractor's responsibility to change the structure of Owner's home. Some homes have rafters that do not line up, creating an appearance of sagging, Contractor is not responsible for correcting this look.

Contractor does not warranty against any paint dings, dents, nicks, nail pops, paint scraping, or flaking. Contractor is not responsible for cleaning debris or resultant damage to unprotected property in attic. Contractor does not do any painting, decorating or wood finishing. If replacement of joists or beams is necessary, there will be an additional charge for this labor and materials. Owner shall expect to lose a certain amount of glass space/daylight opening when installing replacement windows. If, due to size limitations, we are unable to make the windows with triple panes, we will substitute with double pane energy efficient Energy Star compliant glass. The U-Value could be higher. When any work is performed, Owner shall expect paint, plaster, drywall to crack or loosen. Owner shall expect a certain amount of debris in attic associated with roof work. Michigan Uniform Energy Code requires a thermal barrier with a minimum R-Value of 3 for roof/ceiling assemblies of any new construction homes in zones 2 & 3, and a minimum R-Value of 30 for all new construction homes in zone 1. Because the aforementioned Energy Code is the accepted standard for new construction, MI Remodelers will not be responsible for any moisture transfer that may occur, or ice damming caused by insufficient insulation, in any attic area located under a roof system installed by MI Remodelers, LLC. Measurements contained in the Agreement are good for pricing ONLY. Doorwalls come in standard sizes. At the time of install, there could be adjustments made to your opening. If Owner requests a special order doorwall at the time of install, they agree to pay an additional price. Trained measure-men take actual measurements. In the event that a dumpster is needed for removal of debris, Owner agrees to have such dumpster placed in his or her driveway. Contractor is not responsible for any damage the dumpster may cause to the driveway. In order to install a roof properly, if Owner has existing gutter protection, we will reinstall to the best of our ability. Gutter helmet warranty will be voided. We are not responsible for manufacturer's warranty issues.

Contractor is not responsible for reconnecting alarms or security bars. From time to time, drilling through or removal of aluminum/wood siding/brick may be necessary. MI Remodelers, LLC will, in its judgment, use the closest matching mortar for brick and a wood plug for some types of siding/drywall (where needed).

4. WARRANTY

A. MI Remodelers, LLC warrants its workmanship pursuant to the job specifications for up to one year from completion. Materials are warranted pursuant to the manufacturer's limited warranty. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Exclusivity — The parties agree that the sole and exclusive remedy against Contractor for any defective work shall be limited to the repair or replacement of defective labor and/ or materials, provided Contractor is promptly notified in writing of any defect as required herein and contractor has been paid in full. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Contractor is willing and able to repair and replace the defective labor and/or materials.

C. Scope — The warranty described in this paragraph shall be IN LIEU OF any other warranty, express or implied, including but not limited to any implied warranty of MERCHANTABILITY or FITNESS for a particular purpose. Furthermore, the following items are expressly excluded from coverage by this warranty:

D. Claim by owner — If the Owner has a claim under this warranty, the Owner must notify MI Remodelers, LLC, in writing within 30 (thirty) days of the first appearance of the defect.

E. Effective date — Full payment of all amounts due under this contract is a condition precedent to Contractor's duty to perform any work under this warranty.

F. Due to changes in technology, colors, and styles, MI Remodelers, LLC may, at its option, change to a product line of similar or higher quality. Colors may vary slightly.

G. This warranty is not transferable.

5. Contraction or expansion of building or grade shall not be construed as defects under this warranty. MI Remodelers, LLC cannot be responsible for cracked/damaged concrete. Cracks that might appear in the PreCast Stone or cement work following installation

which is caused by weather conditions and/or any other act of nature outside of the reasonable control of Contractor, MI Remodelers, LLC are not covered.

6. Gutters are designed to divert water. A small amount of water escaping is part of the normal operation of a gutter. Drip edge is not part of siding and trim, it is part of the roof. It diverts water into the gutters.
7. MI Remodelers is not responsible for normal wear and tear, and failures caused by Owner's failure to perform ordinary maintenance.
8. MI Remodelers, LLC is not a licensed electrical contractor and although in the course of performance of this contract we may disconnect or pull away an electrical outlet or box, it is the responsibility of the owner to have a licensed electrical contractor or utility restore it.
9. MI Remodelers, LLC cannot be responsible for ICE DAMS. Ice dams are formed on the roof and are not a result of the gutter guard product. Debris settling on top of the gutter guard is normal operation. Leaves, helicopters, etc. settling on top of the gutter guard will not impede the performance of the product and should decompose over time. See Ice Dam brochure for more information.
10. MI Remodelers, LLC is not responsible for any nail pops or drywall damage due to the installation of any roofing, siding, windows, gutters, or insulation. This agreement does not include, unless expressly specified, any and all mold, asbestos and lead testing, abatement, removal or cleaning. If mold, asbestos or lead are found existing on the premises, any and all cost to test, abate, remove, or clean shall be paid by Owner as an extra. In addition, any warranty given to Owner under this contract does not include the cost to abate, remove, or clean mold, asbestos and lead that may be found on the premises in the future.
11. If satellite dish must be removed in order to complete the specified work, homeowner may need to have dish re-aligned. MI Remodelers, LLC cannot be responsible for any fees charged by your service provider.
12. Time for performance — It is understood by all parties that time is of the essence for this project, and all work contracted for shall be performed at a mutually agreeable time as soon as scheduling, materials, and weather conditions permit. Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining material, illness, transportation failure, permits, governmental orders or other causes beyond its control. Owner agrees to make available to the Contractor access to electrical service and running water. Owner further agrees that they are responsible for any electrical service charges, or water costs that are used by Contractor in the course of performance of this contract.
13. Stipulated Damages — If the Owner cancels, rescinds, or otherwise terminates this contract after the expiration of the applicable cancellation period provided for in this contract, if any, then the Contractor will incur (1) costs in preparation, and (2) damages, including lost profits that are difficult to determine. The parties agree that the following formula is a reasonable estimate of the actual damages that the Contractor will suffer if the Owner does not allow Contractor to perform this contract. Owner agrees to pay as liquidated damages:
 - A. 1/3 of the contract price and
 - B. Contractor's actual cost for any custom ordered products made for Owner's job, if any.
 - C. Interest — Any sums herein, which are not paid when due shall bear interest at the highest legal rate, not to exceed one and one half percent per month (18% per annum).
14. Arbitration of Disputes — Contractor and Owner agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this agreement and any related documents, loans, security instruments, accounts or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one (1) arbitrator, in accordance with and pursuant to the American Arbitration Association under its construction industry arbitration rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the judicial district in which Owner resides. Owner agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall otherwise be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the Claim with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after one year from the date contractor stops working on the project or the completion of the project, whichever is sooner. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential among the parties and shall not be made public. Further information may be obtained and claims may be filed at any office of the American Arbitration Association, 1-800-778-7879, www.adr.org, or by mail at 1633 Broadway, New York, NY 10019. For purposes of this arbitration paragraph "Contractor" includes all of Contractor's employees and officers.

Both Owner and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below.

Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt

or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Owner in a suit brought by Contractor pursuant to this arbitration provision.

15. Permits — Contractor agrees to pull any necessary permits for the work described in this Agreement. Owner agrees to pay for the actual costs of the permit and any necessary inspections. Contractor will bill Owner for these charges. Owner authorizes Contractor to apply for building permits on Owner's behalf from the city, village or township where the property is located. Owner gives Contractor permission, and appoints Contractor, to sign Owner's name to the building permit application for the work in this Agreement. Owner authorizes Contractor to proceed with the installation while the application for a permit is pending. If the city, village, or township where the property is located requires code updates (such as smoke detectors) Owner must pay for those expenses. The current price for smoke detectors including installation is \$200.00. Contractor is not responsible for code violations that exist prior to the date of installation. If the property is subject to other regulations that would affect the ability of the Owner to install the materials covered by this Agreement because of deed restrictions, a homeowners' association, a Historic District Commission or any other reason, then Owner is solely responsible for notifying Contractor of these restrictions and assuring that those regulations or restrictions have been satisfied.
16. Notices — All notices and other communications required or permitted under this agreement will be in writing and will be deemed given when delivered personally or by mail, addressed as follows: If to Contractor, 90 Creekwood Dr, Lake Orion, 48362. If to Purchaser, to the name and address on the reverse on this contract.
17. I/we authorize MI Remodelers, LLC to obtain a copy of my/our credit file. This information will be used for obtaining credit for a loan or for a possible refinance through one or more of MI Remodelers, LLC preferred financial lenders.
18. I/we authorize MI Remodelers, LLC, its affiliates, and financial lenders to call at any time for the purpose of soliciting home improvements and/or possible loans through one or more of MI Remodelers, LLC preferred financial lenders and/or home improvement partners. I/we understand that our phone number may be on the National Do Not Call list and I/we give our permission to be contacted by MI Remodelers, LLC, its home improvement partners, and preferred financial lenders.
19. Contractor's rights upon discovering estimating error — If Contractor finds upon final measure that an estimating mistake has been made by Contractor's sales person, Contractor reserves the right to cancel this contract by giving owner notice of cancellation within 15 business days of discovery of the error.
20. Existing code violations — Contractor shall not be responsible for any code violations existing at the time of this contract.
21. Financing denial — Contract is voidable if credit is denied by all MI Remodelers, LLC financing resources. This does not include cash orders. If order was originally written as a cash order and Owner wants to secure financing at a later date, the cash contract remains in full force until credit is approved and all specifications and requirements of the financial institution have been met.
22. Severability — Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.
23. Attorney Fees — Should Contractor require the services of an attorney for the enforcement of any provision of this agreement, Owner agrees to pay Contractor's actual attorney fees and costs.
24. Interest — Any sums herein, which are not paid when due shall bear interest at the highest legal rate not to exceed 1.5% per month from the date of original installation.
25. Owner agrees not to commence any action or suit (whether Statutory, Common Law, Federal, State, or otherwise) or arbitration proceeding relating to this agreement or arising under this contract or any cause of action whatsoever more than ONE YEAR after the accrual of the cause of action whichever is earlier, and waive any Statute of Limitations to the contrary.

NOTICE OF CANCELLATION - You may cancel this transaction, without any penalty or obligation, within 3 (three) business days from the date on this contract as indicated on the reverse side. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 (ten) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 (twenty) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to MI Remodelers, LLC, 90 Creekwood Dr., Lake Orion, MI 48362, not later than Midnight on the third business day following the signing of the contract.

The above specifications, costs, and terms are hereby accepted.

MATTHEW

DATE



E.L.S. CONSTRUCTION, INC.

Licensed Builder • Waterproofing • Poured Walls • Foundations • Flatwork • Earthwork • Site Utilities

To: Matthew Gibbs
Lake Orion DDA

4/2/2025

Project: Lake Orion Lumber Yard
Ref: Phase 1 Quote

Total = \$478,430.00

Includes:

- All Tear off and Disposal of Roofing Systems
- Standing Seam Roof (Main Barn)
- Steel Roof (Flea Market)
- Steel Roof (Pavillion)
- Steel Roof (Bathroom Building)
- New Plywood on Main Barn Roof
- New Plywood on Flea Market Roof
- New Plywood on Pavillion Roof
- New Plywood on Bathroom Building Roof
- Concrete Foundations at Pavillion (Main Beams)
- Concrete Foundations at Main Barn
- Support Beams for Main Barn Floor
- Removal of Block Supports (Main Barn)
- Reinforce Main Barn Rafters
- Straighten All Building and Level Prior to Roof Installation
- New Rafters on Main Barn North Addition
- New Rafters on Flea Market Building
- Remove and Salvage all Existing Steel Roof Material

Excludes:

- Siding
- Interior Renovation
- Bonds
- Permits
- Inspection Fees

Edward Sickmiller
President, Owner
248-563-9438

Corporate Office

Flint Showroom
6140 Taylor Dr.
Flint, MI 48507
(800) 287-0677
Fax: (810)762-5411

Charlotte Showroom
1875 Lansing Rd
Charlotte, MI 48813
(517) 541-0284

Service
(517)541-2047

Contractor is licensed as a
Residential Builder under
Michigan Law #2102158513

Website

www.americanmetalroofs.com



American Metal Roofs, Inc.

"Stunning, Permanent Metal Roofs...Custom Crafted on Time, Guaranteed"

Project Address

Date: _____

Names of Owners, Co-Owner

Street Address

City

State

Zip Code

Home Telephone Number

Email Address

Cell Phone (His)

Cell Phone (Hers)

Work Phone

Mailing Address

Mailing Address

Mailing Address

1. AMR roof systems to be installed:

Color: TBD

2. Structures included in agreement:

3. Ventilation

Intake

Exhaust

- ☐ Oxford ☐ Rustic ☐ Country Manor ☐ Standing Seam ☐ Imperial Armour
☐ Steel ☐ Barn ☐ Centurian SS ☐ Clipless SS ☐ Pinnacle Copper
☐ House ☐ Garage ☐ Out Building(s) ☐ Partial House Work
- ☐ No work included
☐ Use existing Soffit ☐ Install Hi Flow Eave Edge
☐ Can ☐ Power ☐ Peak ☐ Wall ☐ Hi Flow Ridge ☐ None

MISC: Notes AMR to install steel standing seam on Big born, AMR to install Brutus Rib on Farmers Market + Coffee House

ROOF PREPARATION

- ☐ Install over existing roof material Areas: _____
☐ Clean Deck (free of nails and debris). Additional labor charges will apply at _____/hour if deck is not free of debris and nails.
☒ Remove 1+1 Layers of Asphalt roofing. Additional layers charged at the rate of \$ _____/Square/Layer.
☒ Inspect for bad sheathing. Replace at a cost of \$ 133 / 4x8 sheet or \$ 20 / Lineal Ft. of 1x6.
☒ Premium Ice and Water Shield ☐ Complete ☒ 8 FT up from Eave Edge ☐ In all Valleys ☐ Around all protrusions
☒ Install Super Talon Shield 8' rolls over all areas not covered by Ice and Water Shield using Plastic Cap Nails.

MISC: Notes The price below includes Tear off but NO wood, IF you have your Contractors tear off And replace wood as needed - The Price of 8 Tear off will be refunded

4. Metal ☒ Steel ☐ Aluminum ☐ Copper Sealants ☐ Butyl ☐ Silicone ☒ Talon Seal
(describe areas) _____
5. Finish SE ☒ Polypaint ☐ Stone Coat ☐ Kynar ☐ Hi-R Kynar ☐ Majestic Gold
6. Transitions ☐ Custom Crafted and Interlocking
7. Valleys ☐ Open, free flowing, self cleaning, triple pan ☐ Snow Country Valley
8. Wall Flashings ☐ Custom Hi-Reach ☐ Wall Material: _____
9. Chimney Flashings ☐ Build Saddle ☐ Custom Curfed Hi-Reach ☐ Chimney Type: _____
10. Ridge Detail ☒ Lineal ☐ Decorative Cap
11. Hip Detail ☒ Lineal ☐ Decorative Cap
12. Gable Edge Detail ☒ Lineal ☐ Decorative Cap ☐ Snow Country/Flying Gable
13. Eave Edge Detail ☒ Standard ☐ Snow Country ☐ Vented
14. Traffic Backer ☐ Locations _____
15. Ice Guards ☐ Locations _____ Ice Guards No. _____

16. All pipes to be custom flashed with rubber sealed pipe flashing covered in aluminum for UV protection.
17. Price includes daily jobsite cleanup, dump fees and sales tax. Homeowner agrees to reimburse AMR for the cost of the permit if needed.
18. American Metal Roofs will not be responsible for leaks due to ice buildup. _____ Initial
19. Workmanship warranty - AMR warrants the workmanship to the original owner for 5 years
Commercial buildings 20 years. All products will be installed to manufacturers specifications and in accordance to local building codes.
20. Manufacturers warranty 30 year Non Prorated
21. Installation Approximately _____ to _____ weeks from corporate approval; weather permitting; Install early if possible Yes / No
22. Prices determined off of prints or drawings will be recalculated by actual field measurements and the price will be adjusted accordingly.
23. Customer to paint or stain as needed.
24. Customer acknowledges that Standing Seam roofs will exhibit oil canning and is not a defect or reason for rejection.

- ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit before the work began.

Terms - All balances over 30 days will be charged 1%% interest per month.

☐ Cash

Buyer's Signature

Date

☐ Finance with approx. _____ payment per month.

"You the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction."

No oral representation shall become part of this agreement. This agreement including the general terms and conditions on the reverse side is accepted by:

Buyer's Signature

Date

Buyer's Signature

Date

Buyer acknowledges delivery of 2 completed copies of this contract, which include Notice of Rights to Cancel.

Buyer's Signature

Date

Buyer's Signature

Date

American Metal Roofs Consultant

Cell #

Total Sale Price

Payment on Date of Sale

Payment on Start of Installation

Payment Upon Completion of Work

Down Payment Paid By _____ Final Payment Paid By _____

CC #

Exp. Date

Security Code

Customer Signature

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