

**\*\*TERMS AND CONDITIONS IN DETAIL\*\***

THIS AGREEMENT FOR SERVICES is made by and between (the "Client") and RAISERITE CONCRETE LIFTING, INC., a Wisconsin corporation located at 4466 Custer Street, Manitowoc, WI 54220 (the "RaiseRite").

1. DESCRIPTION OF WORK. RaiseRite has been hired by Client to perform the work described above in accordance with the terms and conditions of this Agreement (collectively the "Work"): a. Start Date: Typically, projects can be started within 4-8 weeks of notification of approval. A deposit of 35% of the total is required to schedule the project. An acknowledgement of deposit letter will be sent, stating the tentative date work should begin after obtaining receipt of down payment. b. Completion Date: **\*\*Refer daily to project foreman for updates and questions.\*\***

2. COMPENSATION. Client shall pay RaiseRite as set forth in the above estimate.

3. INVOICING & PAYMENT. RaiseRite shall invoice Client monthly or upon completion of the Work, whichever is earlier. Client shall pay each invoice within **\*\*10 days of receipt of the invoice.\*\*** Client shall also pay to RaiseRite a late charge of 1-1/2 % per month on all balances unpaid 30 days after the invoice date. Payments should be sent to our Corporate Offices at 4466 Custer Street, Manitowoc, WI 54220. If client fails to pay on time and RaiseRite refers your account(s) to a third party for collection, RaiseRite will charge all costs associated with the non-payment, including but not limited to, accumulated late fees, return check fees (\$30.00), insufficient funds fees, collection agency fees, and court and attorney costs. RaiseRite will try in every attempt to collect in house, but if all attempts are failed RaiseRite will refer account to a third party collection, in this event all correspondents and/or payments must be made through the collection agency.

4. RaiseRite shall be responsible for obtaining all necessary permits, licenses, authorizations, consents, and approvals for the Work required by local, state, and federal governments and authorities and other third parties.

5. CLIENT RESPONSIBILITIES. RaiseRite shall be entitled to rely on the accuracy and completeness of all Client Information. Client shall provide RaiseRite with prompt notice if Client becomes aware of any fault or defect in the Work or noncompliance with this Agreement by RaiseRite. Except as otherwise agreed to in writing by the parties, Client shall be responsible for payment (which will be added to the final invoice) of all necessary permits, licenses, authorizations, consents, and approvals for the Work required by local, state, and federal governments and authorities and other third parties.

6. LIMITED WARRANTY. RaiseRite warrants that the Work shall be performed in a good and workmanlike manner and consistent with the professional skill and care utilized by reputable foundation repair contractors under similar circumstances. RaiseRites sole obligation under this Section shall be strictly limited to, at RaiseRites option, (i) repairing or redoing any Work that is not in conformity with the foregoing warranty, or (ii) refunding to Client all monies received by RaiseRite from Client for the Work. EXCEPT AS SET FORTH IN THIS SECTION, RAISERITE HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS EACH AND EVERY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER REGARDING THE WORK OR THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DISCLAIMER OF ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR PARTICULAR PURPOSE.

7. **\*\*ALLOCATION OF RISK. \*\*** a. **\*\*IN NO EVENT SHALL RAISERITE BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF BUSINESS OR LOST PROFITS) RESULTING FROM OR ARISING OUT OF THE WORK.\*\*** b. **\*\*RAISERITES MAXIMUM LIABILITY TO CLIENT FOR THE WORK, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS \$5,000 OR THE AMOUNT PAID TO RAISERITE FOR THE WORK, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENTS SOLE AND EXCLUSIVE REMEDY AGAINST RAISERITE FOR THE WORK PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$5,000 FIGURE, OR THE AMOUNT PAID TO RAISERITE FOR THE WORK, WHICHEVER IS GREATER.\*\***

8. LIEN WAIVERS. Client is entitled to written lien waivers upon receipt by RaiseRite of partial payments as called for in this Agreement.

9. TERMINATION. Either party may terminate this Agreement in the event the other party defaults or fails to perform its duties and obligations here under and such default or failure to perform continues for a period of 15 days after written notice thereof is served upon the defaulting or non-performing party (or 5 days if the default consists of non-payment by Client of any amounts due RaiseRite here under).

10. **\*\*WISCONSIN CONSTRUCTION LIENS. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, RAISERITE HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE WORK ON CLIENT LAND MAY HAVE LIEN RIGHTS ON CLIENTS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED RAISERITE, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS. CLIENT MAY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE WORK, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. RAISERITE AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENTS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.\*\***

11. DELAYS. RaiseRite shall not be responsible for any delay in the delivery of, or failure to deliver, the Work due to causes beyond RaiseRites reasonable control including, without limitation, acts of God, adverse weather conditions, acts of war or terrorism, enemy actions, hostilities, strikes, labor difficulties, embargoes, delays caused by civil authorities, governmental regulations or orders, fire, lightning, natural disasters or any other cause beyond RaiseRites reasonable control. All time frames provided by RaiseRite with respect to the Work, whether verbally or in writing, are good faith estimates of the time needed to complete the Work. RaiseRite shall use commercially reasonable efforts to complete the Work but in no event shall RaiseRite be liable to Client or any third party for any damages associated with RaiseRites inability to meet any such time frames or deadlines, including but not limited to consequential or incidental damages arising there from. If RaiseRite arrives at a scheduled job and cannot begin the job until meeting with the client, and the client is unavailable, the RaiseRite crew will wait a maximum of fifteen (15) minutes before continuing to the next scheduled job. Repeated "no shows" by the client will result in a \$50.00 invoice to compensate RaiseRite for labor costs.

12. INSURANCE. Client shall insure the Work, surrounding property, and risks associated with the Work, all as necessary to fully protect Client interest. Workers Compensation and General Liability Insurance will be provided by RaiseRite at no additional cost to the Client and certificates of insurance will be furnished upon request.

13. ENVIRONMENTAL. RaiseRite and its consultants and agents shall have no responsibility or liability for the identification, discovery, presence, removal, remediation, disposal of, or exposure to, any contaminant or hazardous material in any form at the Work site. As used in this Agreement, the terms contaminant or hazardous material include, but are not limited to, any waste, pollutant, effluent, hazardous substances or waste, toxic substances or waste, asbestos, petroleum or petroleum-derived substances or waste, polychlorinated biphenyls, or any constituent of any such substance or waste, and includes any item or material that is defined as a contaminant or hazardous material under any applicable federal, state, or local statute, law or ordinance, code, rule, regulation, permit, license, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any contaminant or hazardous materials.

14. GOVERNING LAW; VENUE. This Agreement shall be construed and governed under the laws of the State of Wisconsin, without application of conflict of law principles. All actions or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the state court sitting in, or the federal court having jurisdiction over, the county in which the Work was performed. RaiseRite and Client both consent to the jurisdiction and venue of such courts and expressly waive objections based on the doctrines of personal jurisdiction and forum non conveniens.

15. NO WAIVER. No delay or failure by RaiseRite to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right granted under this Agreement.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and cancels and supersedes all previous agreements, whether written or oral, between the parties relating to this subject matter. The parties may amend this Agreement only by a written agreement signed by both parties.

17. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

18. ASSIGNMENT. Client may not transfer or assign this Agreement without the prior written consent of RaiseRite. RaiseRite may transfer or assign this Agreement to any person or entity at RaiseRite's sole discretion. Upon notification by RaiseRite to Client of any such transfer or assignment, RaiseRite shall be relieved of any future performance, liabilities and obligations under this Agreement.

19. NOTICES. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of (i) when actually delivered to such party, or (ii) when mailed to such party by registered or certified U.S. Mail (return receipt requested) or sent by overnight courier, confirmed by receipt, and addressed to such party at the address set forth above for such party (or to such other address for such party as such party may have substituted by notice pursuant to this Section).

20. HEADINGS. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

\*\* THIS AGREEMENT SHALL BE NULL, VOID AND OF NO CONSEQUENCE IF CLIENT HAS NOT SIGNED THIS AGREEMENT WITHIN 90 DAYS OF THE DATE OF RAISERITES SIGNATURE.

\*\* TO ACCEPT THIS PROPOSAL PLEASE SIGN ABOVE AND RETURN A COPY OF THE AGREEMENT WITH A 35% DOWN PAYMENT. PLEASE KEEP A COPY FOR YOUR RECORDS TO REFER BACK TO IMPORTANT TERMS AND CONDITIONS OF THIS AGREEMENT.

You may cancel this agreement by mailing a written notice to RaiseRite at 4466 Custer St, Manitowoc, Wisconsin 54220 before midnight of the third business day after you signed this agreement.

Wisconsin Dwelling Contractor Certification : 246262