

Customer Name Hartsock Village COA	Primary Phone # 719-955-4916	Secondary Phone #
Address 3755-3765 Hartsock Ln	City, State, Zip Colorado Springs, CO, 80917	E-Mail Address tera@bsr1890.com

RESIDENTIAL CONSTRUCTION CONTRACT

In consideration of the payments to be made by the customer identified above (hereinafter "Customer," "You," and "Your") to RowCal Colorado, LLC ("RowCal" or "Contractor"), the parties hereby agree as follows: Contractor shall perform the following work as described in more detail on the attached Work Exhibit subject to the terms and conditions of this contract (the "Contract" or "Agreement"). The Contract consists of the following Contract Documents for which You acknowledge receipt: (a) this Contract; (b) the Work Exhibit; (c) the Notices of Cancellation; and (d) any Change Orders that may subsequently be executed by the parties (hereinafter collectively the "Contract"). You agree that the Contract merges all agreements between the Parties, and any representations not written into the Contract are not included. Contractor agrees to provide all permits, materials, labor, tools, equipment and supervision required to perform the work (the "Work") set out in the attached Work Exhibit.

THE WORK

Roof \$ _____	Siding \$ _____	Windows \$ _____
Gutters \$ _____	Soffit/Fascia \$ _____	Masonry \$ _____
Fire Doors \$5,166.00	Fire Protection System \$8,280.00	TOTAL \$13,446.00

PAYMENT

Payment Schedule: Unless otherwise agreed to by the parties in writing, 50% of the total Contract amount identified above is payable upon execution of this Contract. The remaining 50% shall be payable upon substantial completion of the Work. Customer agrees that he/she may not hold back more than 5% of the final payment after substantial completion of the Work related to "punch list" or service items that may require additional work. Customer agrees that final payment is not contingent upon governmental inspections and that final payment shall not be delayed awaiting such an inspection to be scheduled.

NOTES

***If contract is awarded when the work commences, we will investigate all necessary work locations to assess if additional work is required. Written Change Order request will be supplied regarding further work.**

ACCEPTANCE OF CONTRACT

By Your signature below, You accept the scope of Work, specifications, terms and conditions, and prices as stated in the Contract.

_____	_____	_____
Contractor's	Representative	Customer
Date		Date

Randy Hedrick 1/28/2021

You may cancel your agreement as set forth in the accompanying Notice of Cancellation by cancelling this purchase at any time prior to midnight of the third business day after the date of this purchase. See the attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this Agreement is binding when signed by You.

ADDITIONATEMS AND CONDITIONS

Mechanic's Lien Notice. Customer acknowledges that Contractor will furnish labor and materials for the benefit of and improvement to Owner's real property, and is thereby entitled to file a mechanic's lien against Customer's property in the event of non-payment. See C.R.S. 38-22-101 *et seq.* for additional information.

2. **Changes.** Any modifications to the Work require a written Change Order signed by Contractor and Customer. Changes may result in extra charges. Customer shall sign any Change Order for additional work required by an engineer or building inspector. All changes to this Agreement must be in writing signed by both Contractor and at least one Customer.

3. **Performance.** Contractor shall begin the Work within 90 days after receiving initial payment under this contract. The Work shall be substantially completed within six months from its commencement or longer if necessary to perform the Work in a good and workmanlike manner, barring unforeseen delays such as weather, availability of workers and material, or other events beyond Contractor's control. Contractor agrees to perform the Work in accordance with material manufacturers' specifications and applicable construction codes. The Work will be performed during daylight hours, Monday through Saturday, holidays excluded, provided that the Work will be performed only if weather and working conditions are favorable.

4. **Warranty and Workmanship.** Other than those statutory warranties, which may or may not apply to the Work, **CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.** Contractor further disclaims claims for breach of contract, negligence, and other claims of any kind whatsoever for which Customer has not provided Contractor with written or actual notice within six months from the date of discovery of the problem. Customer agrees to allow Contractor or its agents to review the conditions of any claim, item, or matter in dispute prior to disturbing the conditions and before any repairs or alterations are made, or the right to make said claim is waived.

5. **Cooperation.** If any additional or unforeseen work is required after the Work has begun (or if additional work is requested by Customer), Customer agrees to sign a Change Order covering that work and to be responsible for payment of the costs. Customer shall cooperate as needed to ensure Contractor may safely perform the Work in good and workmanlike manner.

6. **Customer's Obligations.** Customer agrees to provide Contractor, at no cost, clear access (including removal of ice and snow) to work areas for workers, vehicles, delivery and storage of materials and rubbish. Customer agrees to hold Contractor harmless from damage that may arise from equipment, delivery of materials, and/or storage of materials and rubbish. Customer agrees to indemnify and hold Contractor harmless from any damage or injury caused by any construction debris on the property. Customer shall provide Contractor with electricity, water, and other utilities at no cost. Customer shall identify underground utilities, if applicable. Contractor shall not be expected to keep gates or doors closed or locked and Customer agrees to indemnify and hold Contractor harmless from claims arising therefrom. Excess construction material remains the property of Contractor. Customer agrees to remove and protect any personal property in or near the work area and agrees to indemnify and hold Contractor harmless from all claims for damage that may occur to such property. Customer shall not direct Contractor's working forces, provide materials or labor, or hire subcontractors. Customer shall hold Contractor harmless from any damage resulting from installation, weight, and/or removal of dumpsters, delivery trucks, vehicles, and other construction equipment.

7. **Existing Conditions.** This Agreement is based solely on Customer's representations and Contractor's observations at the time of this Agreement. Customer assumes all liability and responsibility for pre-existing or concealed conditions. Contractor may suspend Work if pre-existing or unknown conditions require additional work until Contractor and Customer reach agreement thereon. Existing out of square and plumb conditions may require similar conditions in the new work. Contractor does not assume responsibility for pre-existing building code, zoning, other violations, or other inadequate conditions currently existing on the property. Some improvements may vary from the Agreement as to color, brand, grade, and actual dimensions. Customer grants Contractor the right to make variations, substitutions, or changes required by governmental regulations or other changes that do not materially affect design and quality. Contractor does not warrant or represent that its work will prevent or eliminate ice accumulation or ice dams and the Customer agrees that Contractor shall not be liable for the same.

8. **Hazardous Material.** Customer assumes complete liability and responsibility for all hazardous conditions including, asbestos, mold, lead, or other hazardous or harmful materials that may exist at or within the property. All such conditions shall be considered to pre-date Contractor's work, and Contractor may stop work until the problem is removed. Customer agrees to indemnify and hold Contractor harmless from mold, fungus, or biological material claims and damages.

9. **Insurance.** Contractor maintains insurance policies covering its general liability and workers' compensation obligations as required by law. Insurance information is available upon request.

10. **Cancellation.** If Customer cancels this Agreement without legal right to do so before Contractor starts the Work, then Contractor shall be entitled to, as liquidated damages and not as a penalty, its actual costs incurred, including any restocking charges, plus 20% of the Agreement price. If Customer cancels this Agreement without legal right to do so after Contractor starts the Work, then Contractor shall be entitled to, as liquidated damages and not as a penalty, the entire Agreement price.

11. **Payment.** Contractor will not start the Work until it receives the initial down payment, plus any additional amounts Contractor may require. Final payment is due upon substantial completion of the Work. All invoices are payable within 30 days. **FAILURE TO MAKE TIMELY PAYMENT WILL RESULT IN CHARGES ADDED TO THE OVERDUE AMOUNT AT THE LESSER OF 18% PER ANNUM (1.5% PER MONTH) OR THE MAXIMUM CHARGE ALLOWED BY LAW. CUSTOMER AGREES TO PAY ALL COLLECTION COSTS, INCLUDING COURT, LEGAL, AND ATTORNEYS' FEES INCURRED IN THE COLLECTION OF PAST DUE AMOUNTS AND/OR PROTECTION OF CONTRACTOR'S INTEREST IN COLLECTING PAYMENT.**

12. **Miscellaneous.** If any provision of this Agreement is found unenforceable, the availability and enforceability of all remaining provisions shall remain in full effect. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

13. **Advertising.** Customer authorizes contractor to place its advertising yard sign on Customer's property. Customer grants Contractor unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.

WORK EXHIBIT

Hartsock Village Inspection 11/25/20

Magnetic Fire Control System

- Electrical permit from the Pikes Peak Regional Building Department and an additional permit from the City of Colorado Springs Fire Department as well as a final inspection from both jurisdictions
- Install six (6) door holder/release systems on fire doors at the elevator lobby
 - System integrates direct mechanical action to smoke detector
 - Operates on single 9-volt battery
 - Door will close under fire/smoke detection, or if battery drops below 7.2 volts

Cost: \$8,280.00

Fire Door Installation

- Doors to be Fire Rated for 20 Minutes to match other doors in building
- New hinges
- New Passage Lever Sets
- New Manual Closers
- Kick Plate on interior side

Cost: \$5,166.00

Total Cost: \$13,466.00_____

Approval Initials_____

NOTICE OF CANCELLATION
(2 Originals to Customer)

NOTICE OF CANCELLATION OF RESIDENTIAL CONSTRUCTION CONTRACT ENTERED
BY AND BETWEEN THE UNDERSIGNED AND ROWCAL
DATED _____

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to RowCal (the "Contractor") at 1710 E. Pikes Peak Ave., Colorado Springs, CO 80909, not later than midnight of the third business day after the date the contract was entered into between you and Contractor.

If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor 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 written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If Contractor does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

Date

Customer's Signature

Print Name

Address

City, State, Zip

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