

CONTRACT

This agreement made February 12, 2019 between Cotty Versalles, hereinafter referred to as "Owner", whose residence is located at 650 Aurora Ave, City of Paul, State of Minnesota, and TimberCraft Enterprises, Inc., hereinafter referred to as "Contractor", whose business is located at 2200 Old Hwy 8 NW, City of New Brighton, and State of Minnesota.

Contractor shall perform repair or remodel work on the above-described residence as called for in the attached estimate and sketches if applicable, and shall use materials of like kind and quality, or materials of superior quality, than those specified in the attached estimate # 2019-01-28-0825, dated January 28, 2019.

Owner shall pay to Contractor, as compensation for the work described in the attached estimate, the sum of \$29,126.00, due and payable in the following manner:

- \$5,000.00 upon execution of contract;
- \$10,000.00 upon commencement of electrical wiring;
- \$10,000.00 upon commencement of finish carpentry
- \$4,126.00 upon substantial completion.

There shall be no retainage of any part of the contract price by Owner. Should the Owner fail to pay all or part of the above-stated compensation within the time specified above, Owner shall pay Contractor a monthly late charge in the amount of 1.5% of the unpaid balance. Owner shall be liable to Contractor for reasonable attorney's fees and costs in the event Contractor must bring legal action to collect any payment due and in default under this Contract.

Any changes in the original scope of work will be in the form of a written Change Order and signed by the Owner and TimberCraft Enterprises, Inc., and that work or the deletion thereof shall also be subject to the terms of this Agreement.

Contractor warrants that all work will be of at least standard quality and substantially in accordance with the attached estimate. Contractor also warrants that all materials supplied pursuant to the attached estimate will be new unless otherwise specified. Contractor warrants work for a ten-year period per chapter 327A of the Minnesota Statute. Contractor promises to pass onto Owner any assignable manufacturer's warranties for material. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. The above warranties shall not apply to any work done by Contractor or materials supplied by Contractor that have been repaired or altered by anyone other than the Contractor. Owner may only assert a claim for breach of the above warranties within one year from the date of substantial completion of work; provided, however, that no claim may be asserted for a breach of warranty unless Owner provides Contractor written notice of the breach within 30 days of the Owner's discovery thereof. Owner's exclusive remedy for breach of the above warranties is for recovery of the cost of repair or replacement. Owner shall not be entitled to consequential or incidental damages.

*Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.*

NOTICE OF CANCELLATION: You are entitled to the following notice by law: "You, the buyer, may cancel this contract at any time prior to midnight of the third business day after the date of this contract. See attached notice of cancellation for an explanation of this right". Buyer acknowledges receipt of two copies of the Notice of Cancellation and has also received oral notice of this right of cancellation.

Contractor is a Residential Contractor/Remodeler licensed by the State of Minnesota, License Number 0002624.

Cotty Versalles 2/13/19  
 Owner  
2/13/19  
 Date

[Signature]  
 TimberCraft Enterprises, Inc.  
2/13/19  
 Date



2200 Old Highway 8 New Brighton, MN 55112  
651-633-8611/Phone 651-633-8859/Fax

Cotty Verasalles  
650 Aurora Avenue  
St. Paul, MN 55104

2/12/19

Dear Cotty,  
Allow this to serve as our construction time for the project at your house.

March 2019  
Pull permits and schedule sub-contractors

April 2019  
4/1 Tentative start date  
Framing and window replacement  
Mechanical rough ins

May 2019  
Insulation  
Sheetrock and taping  
Finish carpentry (cabinets & trim)  
Owner to paint

June 2019  
Flooring and finish work  
Tentative completion date 6/30/19

In addition to this schedule, below is a list of times the owner (Cotty) will be doing herself.

- 1) All cleanups, interior and exterior
- 2) Addressing any landscape/drainage issues in the yard to meet code compliance
- 3) Install address numbers on house and garage
- 4) All interior and exterior painting to meet code compliance

Sincerely,

Peter Murlowski