

ANTONSEN CONSTRUCTION, INC.

Insurance Agreement

- Licensed
- Bonded
- Insured
- MN License #20638317

411 Marie Avenue
Suite B
South St. Paul, MN 55075

Office: 651.340.1791
Fax: 651.493.3957
antonsenconstruction.com

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|---|------------------------------|------------|-----------------------------|
| Proposal Submitted To <i>JEFF VANDER BOSCH</i> | | Home Phone | Date <i>7-31-13</i> |
| Address <i>349 E. CURTICE</i> | | Cell Phone | Insurance Company |
| City, State, Zip <i>ST. PAUL, MN</i> | | Work Phone | Policy # |
| Sales Person <i>BOBA</i> | Phone <i>651 325-5104</i> | Email | Claim # <i>613046983</i> |

We propose to (see attached Specifications Sheet for project details):

QBE CLAIM # 613046983

PAYMENT TERMS: THIS AGREEMENT IS SUBJECT TO THE PARTIES' APPROVAL OF INSURANCE COMPANY SCOPE, PRICING, AND PAYMENT TERMS. Any insurer-approved supplemental work shall form a part of this Agreement. ANTONSEN CONSTRUCTION, INC. shall be entitled to all direct cost overhead and profit paid by your insurer relating to work performed by ANTONSEN CONSTRUCTION, INC.. All work requested by you beyond that approved by your insurance company shall be your payment responsibility. This Agreement does not obligate you or ANTONSEN CONSTRUCTION, INC. in any way *unless ANTONSEN CONSTRUCTION, INC. accepts the scope, pricing, and payment terms offered by your insurance company.* **Unless otherwise provided in this Agreement, 50% of the price plus the insurance deductible is due upon final approval; balance due on completion.**

ACCEPTANCE OF AGREEMENT

By signing this Agreement, you authorize Antonsen Construction, Inc. to discuss the damage to your real property with your insurance company for the purpose of coming to an agreement on project scope and price. Upon agreement by Antonsen Construction, Inc. to the scope and price as defined on the insurance loss statement provided by your insurance company, you authorize Antonsen Construction, Inc. to complete the replacement of said damaged property with no additional cost to you except for the insurance deductible, subject to the terms and conditions on the reverse side. Payments will be made as outlined above. This proposal must be accepted within thirty (30) days or it is automatically withdrawn.

ACCEPTED

Terms on page 2 and on additional pages also form a part of this Agreement and are hereby accepted.

| | |
|---|---|
| Date <i>7-1-13</i> | Homeowner Signature <i>Jeff Vander Bosch</i> |
| Contractor's Representative <i>[Signature]</i> | Homeowner Signature |

In the event this Agreement was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this Agreement is binding when signed by you and us.

ADDITIONAL TERMS – Page 2

1. **Agreement Documents and Changes.** This Agreement is subject to approval of Antonsen Construction, Inc., management who may decline this Agreement prior to the start of Work. This Agreement merges all agreements between the Parties; any representations not written into this Agreement are not included. Agreement documents consist of this Agreement, addenda, Change Orders, applicable drawings, plans, and specifications. Any additional work resulting from alteration or deviation from this Agreement, including replacement of deteriorated materials (i.e. decking, fascia boards, roof jackets, ventilators, flashing, etc.) hidden damage, or any other materials not specified for replacement under this Agreement, and additional work required by government inspectors to make the existing structure code compliant, requires a written Change Order signed by all parties and may result in extra charges beyond the Agreement price which are the responsibility of the Owner.
2. **Mechanic's Lien Rights.** Minnesota law requires us to provide you with the following notice:
 - (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your Property if that person or company is not paid for the contributions.
 - (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our Agreement price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.
3. **Warranty Rights.** In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty provided pursuant to Minnesota Statutes Chapter 327A which may also apply. We hereby disclaim all warranties, express or implied, Agreement claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.
4. **Owner's Obligations.** You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. You agree to supply, electric, water, other utilities or compensate us for the cost of providing same. Our performance may require the installation and removal of dumpsters, delivery trucks, worker's vehicles, construction equipment, and vehicles onto your property; you hold us harmless from damage that may occur to your property due to weight or movement. Dumpsters are for construction debris only and you may be charged additional fees should other items be found therein. Although we take reasonable effort to remove construction debris, you hold us harmless from any damage or injury caused by any debris that remains. You must arrange for identification of any underground utilities before we will do any digging. Contractor shall not be expected to keep gates and doors closed and you hold us harmless from claims arising therefrom. Excess construction material remains our property.
5. **Collection Costs.** Limited to the percent allowable by law, a 1½% monthly service charge will be added to any outstanding balance not paid within thirty (30) days of when due. You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owing under this Agreement. Such costs shall include reasonable attorneys' fees, costs, and disbursements incurred in pursuing collection. The final payment in full shall not be held up while waiting for the city to inspect the work.
6. **Events Beyond Our Control and Exclusions.** You hold us harmless from pre-existing construction conditions that may be manifested during the construction process. Existing out of square and plumb conditions may require similar conditions in the new work. Some variation may occur in color, texture and planes of materials. We may substitute similar materials if specified materials are unavailable. We do not evaluate your structure's venting and circulation systems. Before we start work, you will protect your solar panels and skylights and hold us harmless from damage that could have been prevented from your protecting them. We are not responsible for re-alignment of your solar panels. Except through negligence, Contractor is not liable for damage to interior fixtures, drywall, plaster wall construction, decorations, or to other parts of premises or its contents. You agree to remove and protect any personal property in or near the work area, including without limitation, shrubs, flowers, wall hangings, and other valuables, and hold us harmless from damage resulting from failing to so secure. Performance under this Agreement is contingent upon strikes, accidents, or other delays beyond our control. The price of this Agreement does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages, or unusual spikes in market demand. This Agreement price does not include any governmental permit, service, or access charge. We are not responsible for hazardous material (lead paint, asbestos, etc.) removal from your existing structure and may stop work until it is removed. You agree to hold us harmless from mold, fungus, or biological material damages as set forth on the accompanying Mold Notice and Waiver. You acknowledge receipt from us of the UREA Formaldehyde Disclosure required by Minnesota Law.
7. **Owner's Work.** For any work or materials you have agreed to provide, you will ensure timely delivery and performance to not hinder or delay us from our work. Preparation of materials for your work (such as spackling, sanding, etc.) is your responsibility. We provide no warranty for your work and materials. Any additional trips by us or our subcontractors because of your delays will result in a \$200.00 trip charge for each extra trip.
8. **Advertising.** You agree we may place our advertising yard sign on your property for promotion and identification purposes for workers and material suppliers. You grant us unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
9. **Insurance.** To the extent required by law, Contractor maintains current insurance policies covering its general liability and workers' compensation obligations. Prior to construction, you shall have in place insurance to cover the finished cost of improvements.
10. **Performance Guidelines.** Contractor agrees to complete the Work set forth in this Agreement in accordance with manufacturers' specifications for installation of all materials and all applicable construction codes. You acknowledge receipt before signing this Agreement of these Performance Guidelines as required by Minnesota Statute 326B.809(b).
11. **Cancellation.** If prior to our performance of work you cancel this Agreement without legal right to do so, we will be entitled as liquidated damages (and not as a penalty) to our actual costs incurred (including any restocking charges) plus 25% of the Agreement price. After our work has begun, you are responsible for the entire Agreement price. You acknowledge receipt before signing this Agreement of the cancellation notices as required by Minnesota Statutes 326B.811.