



Atlas Restoration & Construction, LLC
 16526 West 78th Street, Suite 272
 Eden Prairie, MN 55346
 (612) 254-7373
 License No.: BC711490

Customer Name Primrose at Bailey's Arbor HOA (Jeremy Larson)	Primary Phone # 952-698-7745	Secondary Phone #	Alternate Phone #
Address Hawthorn Tr./Lilac Ln./Oak Grove Blvd./Lilac Ct./Hawthorn Ct.	Primary Email Address Snichols@Sharpermanagment.com	Project Name: Roof replacement	
City, State, Zip Mendota Heights, MN, 55118			

RESIDENTIAL CONSTRUCTION CONTRACT

In consideration of the payments to be made by the customer identified above (hereinafter "Customer," "You," and "Your") to Atlas Construction & Restoration, LLC ("Contractor"), the parties hereby agree as follows:

- Contract Documents:** The contract between the parties consists of the following Contract Documents: (a) this Contract; (b) the Work Exhibit; (c) the Mold Notice and Waiver; (d) the Performance Guidelines; (e) the Notice of Cancellation; (f) the Urea Formaldehyde Notice; (g) the Statutory Warranties; and (h) any Change Orders that may subsequently be executed by the parties (hereinafter collectively the "Contract"). You agree that the Contract Documents merge all agreements between the Parties, and any representations not written into the Contract Documents are not included.
- Work:** Contractor agrees to provide all permits, materials, labor, tools, equipment and supervision required to perform the Work ("Work") set out in the attached Work Exhibit. The Work will be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, holidays excluded, unless the parties mutually agree, provided that the Work will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.
- Contract Price:** In exchange for the Work, Customer agrees to pay Contractor the sum of \$ **136,246** ("Contract Price"). Customer agrees to pay the Contract Price on the following schedule:
 - One Week Prior to Commencement Date.....50% of Contract Price
 - Commencement Date.....25% of Contract Price
 - Substantial Completion25% of Contract Price
- Changes:** Any modifications to the Contract Documents and/or the Work shall require a written Change Order signed by Contractor and the Customer, and may result in changes to the Contract Price.
- Performance Guidelines:** The Work shall be completed in accordance with Contractor's Building Performance Guidelines, which are attached incorporated into the Contract Documents as set forth above. Customer acknowledges receipt before signing this Agreement of these Building Performance Guidelines as required by Minnesota Statute § 326B.809(b).
- Hazardous Materials:** 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 where the Work is to be performed. All such problems are assumed and agreed by the parties to predate Contractor's work, and Contractor may suspend the Work until the problem is removed. Customer agrees to indemnify and hold Contractor harmless from mold, fungus, or biological material claims and damages as set forth on the accompanying Mold Notice and Waiver. Customer acknowledges receipt of the Urea Formaldehyde Disclosure required by Minnesota Law.
- Customer's Obligations:** Customer agrees not to hinder or delay Contractor from performing the Work. Customer agrees to provide Contractor, at no cost, clear access (including removal of ice and snow) to work areas during normal working hours for workers, parked vehicles, delivery of materials and equipment, and storage of materials and rubbish, and to hold Contractor harmless from damage to property that may arise therefrom. Although Contractor takes reasonable effort to remove construction debris, Customer agrees to indemnify and hold Contractor harmless from any damage or Injury caused by any debris that remains. Customer agrees to provide

electric, water, and other utilities at no cost to Contractor as necessary for Contractor's completion of the Work. If the Work calls for any excavation or digging, then Customer must arrange for identification of any underground utilities before Contractor will do any excavation or digging. Contractor shall not be expected to keep gates and 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, including without limitation, plants, wall hangings, and other valuables, and agrees to indemnify and hold Contractor harmless from any and all claims for damage that may occur to such property.

Customer shall not direct the working forces, including subcontractors, provide materials or labor for the Work, or hire any subcontractors to provide any of the Work without the written authorization of Contractor.

8. Pre-Existing Conditions: This Contract is based solely on Customer's representations and Contractor's observations at the time of entering into this Contract; Customer assumes complete liability and responsibility for existing or concealed conditions. Contractor may suspend the Work if preexisting or concealed conditions require additional labor, materials, or time until Contractor and Customer reach an agreement as to the additional performance needed and its additional cost and time delay. 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, or other violations or inadequate physical, mechanical or electrical conditions currently existing on the Property. Some of the improvements constructed may vary from the Contract Documents as to color, brand, grade, and actual dimensions, although all improvements shall be constructed substantially as reflected in the Contract Documents. Customer grants Contractor the right to make variations, substitutions, or changes required by governmental regulations or other changes that do not adversely and materially affect design and quality.
9. Exclusions: Except through negligence, Contractor is not liable for damage to fixtures, drywall, plaster wall construction, decorations, or other parts of the premises or its contents. Performance under the Contract is contingent upon strikes, accidents, weather, or other delays beyond Contractor's control. The Contract Price 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. The Contract Price does not include any governmental permit, service, or access charge.
10. Advertising: Customer authorizes Contractor to place its advertising yard sign on Customer's property for promotion and identification purposes for workers and material suppliers. Customer grants Contractor unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
11. Insurance: To the extent required by law, Contractor maintains current insurance policies covering its general liability and workers' compensation obligations. Prior to construction, Customer shall obtain insurance to cover the finished cost of improvements.
12. Cancellation: If, prior to Contractor's performance of the Work, this Contract is cancelled without legal right to do so, Contractor shall be entitled to, as liquidated damages and not as a penalty, its actual costs incurred, including any restocking charges, plus 25% of the Contract Price. After the Work has begun, Customer is responsible for the entire Contract Price. Customer acknowledges receipt before signing this Contract of the cancellation notices as required by Minnesota Statutes § 326B.811.
13. Late Fee and Collection Costs: SHOULD CUSTOMER DEFAULT IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH. CUSTOMER AGREES TO PAY ALL COLLECTION COSTS, INCLUDING EMPLOYEE TIME AND ALL ATTORNEYS' FEES AND COSTS CONTRACTOR INCURS IN THE COLLECTION AND/OR PROTECTION OF ITS INTERESTS IN CUSTOMER'S PAST DUE ACCOUNT OR PERFORMANCE OF THIS CONTRACT.
14. Warranty Rights: In addition to any written warranty Contractor may provide Customer, Customer acknowledges receipt of a copy of the warranty provided pursuant to Minn. Stat. § 327A which may also apply. Contractor hereby disclaims all warranties, express or implied, contract 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.
15. Severability: If any provision of this Contract should be held to be invalid or unenforceable, the availability and enforceability of remaining provisions of this Contract should not be affected thereby.
16. Choice of Law: Customer acknowledges and agrees that any dispute arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the Hennepin County District Court, State of Minnesota.
17. Mechanic's Lien Rights: Minnesota law requires us to provide you with the following notice:

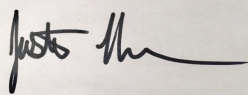
- (a) Any person or company supplying labor or materials for this improvement to you property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract 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.

ACCEPTANCE OF CONTRACT

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

In the event this Contract was procured through a home solicitation sale as defined by Minnesota Statutes § 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You may cancel 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 Contract is binding when signed by You and us.

Date



Contractor's Representative

Customer

Customer



Atlas Restoration & Construction, LLC
16526 West 78th Street, Suite 272
Eden Prairie, MN 55346
(612) 254-7373
License No.: BC711490

WORK EXHIBIT

We hereby propose to supply all equipment, materials and labor to complete the following:



Asphalt Shingle Replacement

1. Obtain required city building permit(s). All city building permit fees are included in proposal price.
2. Stage site with dumpsters and materials and provided on-site sanitation for the crews.
3. Protect building from debris and secure the work area prior to tear-off.
4. Install protective barrier of tarps and plywood.
5. Complete tear-off of all roof debris including shingles, valleys, underlayments, roof flashing and metal work down to the existing deck.
6. Replace damaged or rotted decking on a time and materials basis at a rate of \$65 per hour.
7. Sweep decking clear of all loose debris prior to application of underlayment.
8. Install ice and water shield and underlayment per city code.
9. Install roof edge/gutter apron, metal valleys, flashing and starter strip.
10. Install Shingles, vents and ridge cap
11. Apply sealant to all transitions.
12. Clean up and haul away all job-related debris.
13. Use a magnet to collect loose nails in the lawn and landscaping.

Product Specifications all colors TBD

CT LANDMARK AR SHINGLE
3/S CT SHADOW H&R ENG AR
30LF CT SWIFTSTART STARTER
116'4"LF/BD CT WINTERGUARD SAND LONG 3X65
10SQ CERT ROOF RUNNER 48X250
COIL NAIL 1-1/4" ABC COIL NAIL
26GA W-VALLEY 24X10
BENT TINS 4X4X8 50BD
26GA DORM FLASH 4X5
ALUM DRIP EDGE 1.5" F5

LOMANCO 750G ROOF VENT
BROAN #636 4" ROOF CAP W/DAMP
IPS 1-3 GALV BASE FLASH
IPS 3-4 GALV BASE FLASH
STAPLE 1/2X5/16 5M/B HT550 #ED5010C
GEOCEL SEALANT PLAST TB #2300 CLEAR

Product types

10547 Hawthorn Ct.



10767 Oak Grove Blvd.



10791 Oak Grove Blvd.



10814 Hawthorn Tr.



3890 Lilac Ln.



3830 Lilac Ct.



3826 Lilac Ct.



3824 Lilac Ct.



3816 Lilac Ct.



3812 Lilac Ct.



3810 Lilac Ct.



Price per building: \$12,386 (\$136,246.00 for 11 buildings)

Option to install a comdeck satellite mount \$1,650 (\$150 per home) plus \$100 to reinstall and align any existing dishes.

Notes:

- Prices are subject to increases due to material cost increase.
- Dump Trailers will be used on this project.
- A project blog will be created to provide live updates on the progress and answers to frequently asked questions.

WARRANTY:

- 25 Year on workmanship
- SureStart PLUS 4 star Certainteed warranty. Covers materials, labor, tear-off and disposal for 25 years.
- Manufacturer's warranty on shingles (50 years)-Certainteed credentialed Shingle Master Installer)
- Atlas will reimburse tenants who submit flat tire invoices to management company. The reimbursement will be available while roofing work is taking place and or for 30 days after the project is complete.
- CertainTeed will inspect every roof to ensure proper install before issuing the SureStart warranty.

SureStart™ and SureStart PLUS™ are 100% coverage...even labor

Only CertainTeed enhances your shingle warranty with the total assurance of SureStart™

CertainTeed offers a full line of shingles with warranty durations ranging from 20 years to lifetime limited for your assurance over the long term. Yet CertainTeed's exclusive SureStart™ protection offers even more. SureStart provides the best coverage you can get in the vital early years after your new roof has been installed. Here's how SureStart is different from any other coverage. In case of manufacturing defects in CertainTeed shingles during the applicable period, SureStart protection covers...

100% of materials

All shingles required to repair or replace the defective product will be provided free. No exceptions.

100% of labor

All labor required to repair defective shingles or apply new shingles to replace the defective shingles will be paid by CertainTeed, based on local fair market value for labor. Costs of flashings, metal work, tear-off and disposal are included for Grand Manor®, Carriage House®, Belmont®, Belmont® (Impact Resistant), Arcadia Shake®, Presidential Shake® TL (& AR), Landmark® TL (& AR), Presidential Shake® (& AR), Presidential Shake® (Impact Resistant), Presidential Solaris®, Highland Slate®, Highland Slate® (Impact Resistant), Landmark® Premium, NorthGate®, Landmark® Pro and Landmark Solaris®

Without prorating the cost

Replacement coverage of material and labor is not prorated or otherwise reduced during the applicable SureStart period. The SureStart terms are effective for 3, 5 or 10 years based on the shingle (see SureStart chart).

And SureStart protection can be transferred!

The CertainTeed warranty with SureStart protection can be transferred from the original consumer to the subsequent property owner during the SureStart period for the remaining duration of the warranty.

SureStart PLUS Extended Warranty Protection for added peace of mind

When you choose an Integrity Roof System™ installed by a contractor who holds advanced credentials from CertainTeed, you have the opportunity to obtain additional levels of SureStart coverage. The chart on the back shows the benefits of each warranty extension option.

How can we help?

For additional information or to locate a contractor with CertainTeed credentials, call CertainTeed at 800-782-8777 or visit our website at www.certainteed.com.

SureStart coverage details

Product	Warranty Period	SureStart Period
Grand Manor®	Lifetime ^A	10 years
Carriage House®	Lifetime ^A	10 years
Arcadia Shake®	Lifetime ^A	10 years
Presidential Shake® TL (& AR)	Lifetime ^A	10 years
Presidential Solaris®	Lifetime ^A	10 years
Presidential Shake® (& AR) (& Impact Resistant)*	Lifetime ^A	10 years
Belmont® (& Impact Resistant)*	Lifetime ^A	10 years
Landmark® TL (& AR)	Lifetime ^A	10 years
Landmark® Premium (& AR)	Lifetime ^A	10 years
NorthGate®	Lifetime ^A	10 years
Landmark® Pro/Architect 80	Lifetime ^A	10 years
Highland Slate® (& Impact Resistant)*	Lifetime ^A	10 years
Landmark Solaris®	Lifetime ^A	10 years
Landmark® (& AR)	Lifetime ^B	10 years
Landmark® (& Impact Resistant)*	Lifetime ^B	10 years
Patriot	30 years	8 years
XT™30 Impact Resistant*	30 years	5 years
XT™25 (& AR)	25 years	5 years
CT™20	20 years	3 years

A. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transfers during the SureStart period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).

B. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transfers during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

* CertainTeed's Landmark® Impact Resistant and Impact Resistant (IR) versions of Presidential Shake®, Belmont®, Highland Slate®, and XT™30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

End Work Exhibit