TERMS and CUSTOMER PREPARATION

LandMark Exteriors Inc. management/ownership reserves the right to review all projects for correctness and viability and can cancel, without penalty, any contract deemed unfeasible upon the final on site measurement/inspection of the proposed work. Any and all deposits will be returned to the buyer in these instances. After execution of this contract, customer has 3 days to cancel without penalty. After 3 days, any deposits are non-refundable, and customer is responsible for the balance of the contract price – *Refer to the attached Home Repair Act sheet.*

LandMark Exteriors, Inc. and/or any of their sub-contractors accept insurance obligations during the installation. All liability is assumed by the subcontractors or LandMark Exteriors, Inc. per the Insurance industry guideline and parameters of coverage. Buyer is responsible for removing all mechanicals (electric, HVAC, plumbing), disconnect and reconnect of the alarm system (at customer cost if applicable), removal and reinstallation of all window treatments (or a $75 to $150 charge per treatment as applicable) and cleaning of windows and doors after installation. LandMark Exteriors, Inc. cannot guarantee that interior mounted window treatments will fit after new windows and doors are installed. LandMark recommends waiting until your new windows or doors are installed before measuring and ordering your new window treatments.

LandMark Exteriors is not responsible for visible paint lines or wallpaper damage during installation. By accepting this proposal you'll allow LandMark to display a "LandMark Exteriors Inc." yard sign at your home, photograph the work being performed in and at your home for training proposes, documentation of pre-existing interior and exterior conditions and for marketing purposes. No address depicted. Our marketing team/company will be reaching out via text and email for your feedback and reviews. Additionally, you consent to text/call marketing communications, and the inclusion of your project details, excluding specific personal identifying information, in marketing materials such as reference lists, portfolios, and promotional content."

PRODUCT AND JOB SCHEDULING

Most of the products LandMark Exteriors Inc. sells or installs are custom made products. Production timing of manufacturers products are all approximate and LandMark Exteriors, Inc. has NO control over manufacturers production times, delays or deliveries, or issues in obtaining goods due to market conditions. We do our best to approximate timing information to you, our customer. Once LandMark has your ordered products in-hand we begin our scheduling process. Rain, snow, extreme heat and crew timing all play a part of scheduling and being able to keep our schedule on track. Please understand LandMark Exteriors, Inc. like you wants to install and complete your project as much as you want it completed.

UNFORSEEN DAMAGE AND PREEXISTING CONDITIONS

While LandMark Exteriors, Inc. has attempted to account for all known costs associated with the proposed construction, at the time of preparing this proposal, LandMark Exteriors, Inc. is unable to anticipate or estimate repairs/alterations that may be necessary due to preexisting construction conditions, structural defects, or unforeseen damages that may be uncovered during the construction project. If during construction, as a result of said unforeseen damages or special conditions, it becomes necessary to correct a problem not identified in the contract, LandMark Exteriors, Inc. will fix the damages and/or correct the special conditions and charge for the said repairs based on time and material to complete at $115 per hour per man plus material costs.

Please note: These costs are not included in the proposal and will be in addition to any costs listed in the contract.

PROJECT REVIEW

During and after the installation, review your project with the crew leader and/or salesman. If you have any concerns related to the workmanship/installation, please address them at this time and before the crew leaves your project. It is better to correct any issues you may have while the carpenters are still at your home. If you are NOT present during the install you can call to arrange a walk-though with a LandMark team member.

PAYMENT TERMS

Due Payments: Typical balance payments are due at the time of install execution. All cash/check payments must be addressed to 'LandMark Exteriors, Inc.', and shall be provided to the assigned installer upon completion, or partial completion, of the scope of work as outlined above. All payments otherwise must be authorized and submitted.

Payment Methods: LandMark Exteriors, Inc accepts checks, credit cards, and ACH transfers as forms of payment. Credit card payments are accepted for amounts up to $5,000 per contract; payments exceeding this amount will be subject to a 3.9% finance charge.

Remote Payment Authorization: If the client is unable to make the final payment in person upon project completion, or if making a payment by credit card, all clients must contact our office on the day of installation completion to remit payment over the phone. LandMark Exteriors, Inc reserves the right to charge the final balance to your credit card if no communication attempts are made.

Interim Payments: LandMark Exteriors, Inc. may request partial payments as individual sections of the contract are completed. For example, if a client's project includes windows and siding, all balances associated with the window portion of our contract must be paid and closed before work on the siding portion begins. These payments will be made upon demand of LandMark Exteriors within 3 business days of the request.

Late Payments: If any portion of the project cost remains unpaid, a monthly finance charge of 15% will apply.

Warranty Conditions: Please note that all warranties extended by LandMark Exteriors, and all product warranties extended by the manufacturer, will only become valid once the entire contract amount has been paid to LandMark Exteriors, Inc, and the client is the full owner of such installed products. The manufacturer and labor warranties will also take effect only when the full payment conditions of the contract are met.

Holdback: Problems related to services that do not impact the operation of windows, doors, siding, or roofing are not eligible for a holdback. All including, but not limited to: manufacturer defects, permit costs, and flawed screen, frames, thresholds, sashes, glass, hardware, weather stripping, paintwork, color/PreFinishing discrepancies or any flaws identified post-installation are not reason for holdback. We are committed to addressing service-related issues promptly. If a unit cannot be installed or is unserviceable due to unexpected damage, LandMark will adjust the invoice to reflect accordingly.

Service: Service is a function considered separate to installation; payment for rendered portions of this contract are due regardless of these aesthetic issues. This includes and is not limited to: Prefinishing, caulking, scratches, irregularities, hardware, unit misalignment, and interior or exterior trimwork.
Collection and Legal Action: In the event that legal action is required to enforce this contract, the client is responsible for covering all related costs and fees, including all attorney's fees.
3rd Party Financing: LandMark Exteriors, Inc complies with all applicable regulations governing our services. If you choose to take advantage of our Smart Money Option(s) and finance your purchase through GreenSky, Service Finance, or any other 3rd party, your financing agreement will be governed by that entity's terms and conditions. All other aspects of your purchase remain subject to LandMark Exteriors, Inc's standard payment terms and conditions.

I acknowledge and agree to these payment terms, and understand holdbacks are only allowed if my product does not operate.

EPA LEAD-SAFE CERTIFIED FIRM NAT-21271-1 *TO* PROTECT AGAINST THIS RISK, ON APRIL 22, 2008, EPA ISSUED A RULE REQUIRING THE USE OF LEAD-SAFE PRACTICES SEE DETAILS ON OUR WEBSITE LANDMARKEXT.COM.

PRE-RENOVATION FORM - LEAD SAFE CERTIFIED GUIDE
THIS SAMPLE FORM MAY BE USED BY FIRMS TO DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE FEDERAL LEAD-BASED PAINT RENOVATION, REPAIR, AND PAINTING PROGRAM.

PAMPHLET RECEIPT & OCCUPANT CONFIRMATION

___ I HAVE RECEIVED A COPY OF THE LEAD HAZARD INFORMATION PAMPHLET INFORMING ME OF THE POTENTIAL RISK OF THE LEAD HAZARD EXPOSURE FROM RENOVATION ACTIVITY TO BE PERFORMED IN MY DWELLING UNIT. I RECEIVED THIS PAMPHLET BEFORE THE WORK BEGAN.

PRINTED NAME OF OWNER-OCCUPANT

_____

SIGNATURE OF OWNER-OCCUPANT SIGNATURE DATE

_____ ____/____/2025

All necessary permits for this project will be obtained by LandMark Exteriors, Inc. unless noted, as a service to the customer. However, please note: ***All permit costs are additional to the above listed proposal & invoiced when job is completed.*** Customer is responsible for scheduling the final inspection procedures with your village to close out any open permits. Customer is also responsible for all obligations and compliance with Homeowners Association (HOA) related to the property receiving services, including but not limited to color, opening control devices (WOCDS), product composition, and style. Prompt notification of any HOA related matters affecting permitting, and the provided service is required. Failure to comply may result in adverse project complications, for which the customer indemnifies LandMark Exteriors from any such resulting claims or liabilities. All permit costs are due when the work is completed or when the permit is closed out whichever occurs first. If your permit time expires due to you not closing it out it is not LandMark Exteriors, Inc. responsibility to re-open, re-submit or extend your permit. LandMark under no circumstances is responsible for any permit costs, unless listed.