

Serving PA, NJ, & DE



Serving NY

www.homegeniusexteriors.com

Customer Information

Fie Hill

Date: 04/30/2024
Rep: Ryan Boileau

Structures/Locations INCLUDED in scope of work to be performed

Front of the house only

Structures/Locations EXCLUDED in scope of work to be performed

Rest of the house

Gutter & Downspout Color

White

Job Specifications

Gutters

White Home Genius Exteriors 6" K-Style 41

Downspouts

Home Genius Exteriors 6" 3x4 52

Elbows

Home Genius Exteriors 6" K-Style Elbow 6

Additional Details

Front of the house only

Gutter Warranty

Gutter Only Warranty - 2 Year Workmanship with 5 Year Manufacturer Warranty

(Customer's Initials)

Additional cost could arise due to damaged wood not recognized at time of estimate. Any wood replacement will be charged upon the homeowners approval.

Additional cost could arise due to lack of prior drip edge installation. Home Genius Exteriors is not responsible for leaks caused by the lack of a drip edge.

Additional cost could arise due to condition of home not recognized at time of estimate. Any use of strap hangars and/or alternative installation methods due to condition of home will be charged upon the homeowners approval.

Homeowner has completely read, and fully understands that any and all wood replacement, strap hangars, wedges, and/or alternative installation methods will be charged in addition to the total amount of this contract.

I understand the additional charges that could occur at time of installation. (Customer Initials)

This space intentionally left blank

Acknowledgements and Notifications.

Homeowner(s) opts-in and agrees to receive SMS text messages from Home Genius during business hours. You may opt out at any time.

All gutters are one-piece seamless, with the exception of inside or outside corners.

The gutters are extruded to custom lengths on site using portable gutter machine.

All gutters & downspouts have a 5 year manufacturer's warranty & a 2 year HGE workmanship warranty.

5" K-Style: Designed with a collection opening of 4.25" and capable of holding 2.5 quarts of water per foot. Used in conjunction with 2" x 3" downspouts.

6" K-Style: Designed with a collection opening of 5.25" and a holding capacity of 4 quarts of water per foot. Used in conjunction with 3" x 4" downspouts.

On both types of gutter we use a premium Hidden-Hanger with a screw-anchoring method versus the older spike and ferrule method

Half-Round: Seamless Half-Round Installation uses exposed bracket hangers.

I have reviewed and fully understand all of the above. (Customer Initials) _____

Ryan Boileau

04/30/2024

Date

Fie Hill

04/30/2024

Date

This space intentionally left blank

Customer Information

Fie Hill

Date: 04/30/2024

Rep: Ryan Boileau

Property Information:

Year Home Built	1898
HOA Approval Requirement	N
Name of HOA & Best Contact Information	None
Total Contract Amount	\$2,178
Customer's State	PA
NJ Sales Tax %	0
Total Contract Amount With Tax	\$2,178
Deposit	\$178
Deposit Form of Payment	Check - ACH Payment
Balance Due	\$2,000
Balance Form of Payment	Check - ACH Payment

Financing Details

Amount Financed	\$0
Max Approval Amount	\$0.00
Finance Plan	
FINANCING MUST BE SECURED TO EXECUTE CONTRACT	
BALANCE OF EACH PROJECT IS DUE AT TIME OF COMPLETION	
IF OPTING OUT OF FINANCING -CASH AS FORM OF PAYMENT IS NOT ACCEPTED - ONLY CHECK, ACH, OR MONEY ORDER	

Additional Details:

Front of house only

NOTICE OF CANCELLATION

This space intentionally left blank

NOTICE TO CONSUMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER: 1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR 2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: HOME GENIUS EXTERIORS, 1682 Langley Avenue, Irvine, CA 92614, (855) 963-4663. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. If you cancel this contract after the proscribed 3 day period, you will be charged a Cancellation Fee of 10% of the Contract Price. Please see section 9.18 for complete "Notice of Three Day Right to Cancel."
 10% deposit is required upon booking and will be applied to the balance owed when the work is completed.

NOTICE TO CONSUMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER: 1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR 2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: HOME GENIUS EXTERIORS, 1682 Langley Avenue, Irvine, CA 92614, (855) 963-4663. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. If you cancel this contract after the proscribed 3 day period, you will be charged a Cancellation Fee of 10% of the Contract Price. Please see section 9.18 for complete "Notice of Three Day Right to Cancel."
 10% deposit is required upon booking and will be applied to the balance owed when the work is completed.

NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS CONTRACT.

NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS CONTRACT.

I HEREBY CANCEL THIS CONTRACT.

I HEREBY CANCEL THIS CONTRACT.

 SIGNATURE DATE: BUYER'S

 SIGNATURE DATE: BUYER'S



Fie Hill

04/30/2024

Date

This space intentionally left blank

TERMS & CONDITIONS

1. **COLOR CHANGES.** All paint colors must be chosen by you before any work is done. If during the color selection process, it becomes evident that the color choice will not provide adequate coverage without an additional coat, you will be presented with the cost of the additional coat. If you decline the change order, Contractor will not be liable for inadequate coverage.
2. **HIDDEN CONDITIONS.** If, after beginning work, defects or other unforeseen conditions are discovered which could not reasonably have been discovered by Contractor during the estimate (e.g., invisible defects, hazardous materials, etc.), you will be charged on a time and materials basis plus a standard markup for overhead and profit on the additional costs incurred as a result of such conditions.
3. **TERMITES AND PESTS.** Client understands that HGE is not qualified or licensed as an inspector for pests (including Termites). Should any such pests be suspected to be present on the premises, it is the Client's responsibility to arrange and pay for inspection and abatement. HGE cannot certify or warrant your building as being free of pests.
4. **ANTENNAS and SATELLITE DISHES:** Should it become necessary for HGE to remove and/or install any antennas, cooling or heating appliances or other equipment, HGE does not assume any responsibility for the performance of said equipment, whether or not such performance problems are the result of the negligent acts or omissions of HGE or its employees.
5. **PERMITS, LICENSES, AND REGULATIONS:** Permits and licenses necessary to complete the work agreed upon in this Contract will be obtained by HGE and paid for by Client. Client agrees to assist HGE in obtaining such permits and licenses. Client is responsible for all costs for drawings and structural calculations.
6. **WORKMANSHIP & WARRANTY:** The Scope of Work will be performed in a manner consistent with manufacturer specifications and building codes. The warranty period will commence upon substantial completion according to the specific Scope of Work on each building. This limited warranty is expressly conditioned on HGE having reasonable opportunity to inspect the alleged defect, and HGE receipt of payment in full pursuant to this Contract and any Change Orders signed thereafter.
 - 6.1. **PAINT WARRANTY:** HGE will provide a limited warranty to repair peeling, blistering and/or chipping paint which are a result of defective workmanship for a period of one (1) year from the date of substantial completion.
 - 6.2. **SIDING AND WINDOWS WARRANTY:** Unless stated otherwise in this Contract, standard workmanship warranty for siding replacement, or windows replacement is one (1) year from the date of substantial completion.
 - 6.3. **ROOF WARRANTY:** Unless stated otherwise in this Contract, standard workmanship warranty for roofing is two (2) years from the state of substantial completion. The warranty is limited to roof leaks and replacement of missing shingles but does not include repair or reimbursement for water damage to the interior of the home. HGE is not responsible for any leaks or water damage below the roof line including excessive wind, ice or hail.
 - 6.4. **LIMITATIONS ON COVERAGE:** HGE will not be liable for conditions outside of its control, including but not limited to the following: a) failure due to physical abuse; b) failure or damage due to structural settling or distortion; c) failure due to structural damage resulting from normal wear and tear; d) failure due to structural settling; e) fungus, bacteria, infestation, and UV degradation; f) failure due to rust or corrosion resulting in metal or wood decay; g) vandalism; h) tenant abuse; and i) termite damage; j) failure or damage caused by acts of God including but not limited to: tornados, hurricanes, lightning, ice damage, hailstorms or impact of foreign objects, wind gusts exceeding published product specifications; h) failure due to physical abuse; i) failure occurring on any flat or horizontal surface and/or any surface that allows moisture to collect; j) fading colors; h) failure on surfaces made of or containing galvanized metal; k) bleeding caused by knots or rust; and j) failure of previous layers and/or coating of paint why may or may not have been present or visible at the time of paint application. Warranty is limited to repainting of original affected area. Warranty work is performed between the months of July and September following timely notice of a claim.
 - 6.5. **NO OTHER WARRANTIES.** There are no other terms, conditions, covenants, representations, or warranties, express or implied out of common statutory law, with regard to quality, quantity, fitness, habitability or otherwise with respect to this contract other than those contractor's warranties expressly set forth in this section on contractor warranties.

This space intentionally left blank

7. **MEDIATION:** Before any legal remedy may be sought to resolve any controversy or claim which has arisen as a direct or indirect result of this Contract, its performance, or the breach thereof, it is agreed that the Parties will submit to a mediator jointly selected by the Parties. If the Parties are unable to agree to a mediator, then upon the written request of either party, the mediator will be selected by and appointed by the administrator of the American Arbitration Association. All costs for mediation will be borne equally by the Parties. This provision will not apply to any action brought to enforce a mechanic's lien or stop notice.

8. **MOLD DISCLAIMER.** This contract does not include, any mold abatement, removal, or cleaning. If mold is found existing on the premises, any cost to abate, remove, or clean shall be paid by you as an extra. In addition, any warranty given to you under this contract does NOT include the cost to abate, remove, or clean mold that may be found on the premises in the future.

9. **SPECIAL CONDITIONS AND CONSIDERATIONS.** The Scope of Work is based on a visual inspection. While performing this Contract, should HGE discover dry rot, sub-roof deterioration or other damaged building elements that were not apparent during the inspection, and which are determined to need removal and replacement, HGE will notify Client of the additional work and any charge associated with completing the additional work. Should Client decide not to have HGE perform the additional work, Client understands that the failure to perform the additional work may affect the warranty.

10. **OTHER TERMS AND CONDITIONS:**

10.1. Construction work causes vibration, dust, and movement in other areas of the property. HGE is not responsible for damages to personal property or building that this may cause. Homeowner agrees that HGE is not responsible for cracks or damages to driveway or property due to weight of HGE's trucks or disposal container. Homeowner is to carry fire, tornado, and any other necessary insurance. Homeowner will also be responsible for obtaining any necessary HOA approvals.

10.2. Finance Charge. In the event of your failure to make payment as provided herein, the outstanding balance shall bear interest at the rate set of one percent (1%) per month until paid in full, or the maximum legal rate under applicable law, whichever is less.

10.3. Contracts over \$10,000 will require progress payments. A schedule shall be provided and mutually agreed upon by you and Contractor prior to commencement of work.

10.4. HGE will not be held liable for failure of performance due to adverse weather, labor strikes, accidents, fire, flood, explosion, or any other cause or delays beyond its reasonable control. Furthermore, HGE is not liable for any delays caused by the Client. HGE is not responsible for any special, consequential and/or indirect damages or loss of use resulting from its performance even if HGE or its agents have been advised of the possibility of such damages or if a remedy set forth herein is found to have failed its essential purpose.

10.5. Client will disclose any knowledge of the presence of hazardous material (as defined by law) known or suspected on the premises. Should any previously undisclosed hazardous materials be disclosed or discovered after this Contract is signed, HGE may, at its sole discretion, terminate this Contract and Client agrees to pay for all labor and materials expended up to the date of cancellation lost overhead and profit, and any the cost of any emergency measures taken by client.

10.6. In any dispute arising under this Contract (whether based in contract, tort, or both), Client and HGE agree that each party will be responsible for its own attorneys' fees and costs. Moreover, the parties agree that should Client bring any legal action against HGE for any cause(s) of action, the maximum damages award available to Client is the amount paid by Client to HGE under this Contract.

10.7. If accepted, this Contract constitutes the entire Contract between the parties, and supersedes all prior proposals, contracts, or agreements, oral or written, between the parties relating to the subject matter of this Contract.

10.8. HGE advises that there may be changes in the work that are reasonably necessary to accomplish the provisions of this Contract. HGE will notify Client of such changes prior to commencement of such work in the form of a written Change Order. Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties.

10.9. HGE reserves the right to withdraw this Contract at any time prior to Client's acceptance without any liability.

10.10. Client is entitled to a completely filled in copy of this contract, signed by both Client and HE

10.11. HGE maintains \$2,000,000 in general liability insurance

This space intentionally left blank

11. Washington D.C. Residents: Do not sign a blank contract. Homeowner is entitled to a copy of the contract (including any addenda) at the time he or she signs.

11.1. If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you signed this Contract. The notice must be mailed to Home Genius Exteriors 1682 Langley Ave Irvine CA 92614. If you cancel the seller may not keep any part of your cash downpayment.

12. Maryland Residents. Each Contractor and Subcontractor must be licensed by the Commission and anyone may ask the Commission about a contractor or subcontractor. The address for MHIC is 500 North Calvert Street, Baltimore, Maryland 21202. The telephone numbers are 410-230-6309 and 1-888-218-5925

12.1. The MHIS provides formal mediation of disputes between homeowners and contractors. 2) The Maryland Home improvement Commission also administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors. 3) A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

12.2. Notice of Cancellation: You may cancel this transaction, without any penalty or obligation, within five business days from the date of the agreement OR MIDNIGHT OF THE 7TH BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF THE BUYER IS AT LEAST 65 YEARS OLD. If you cancel, any property traded in, any payment made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of seller regarding return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 business days of the date of your notice of cancellation, you may retain or dispose of the good without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of a cancellation notice to Home Genius Exteriors 1682 Langley Ave Irvine CA 92614

13. Virginia Residents: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/ or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233 (804) 367-1559 Email: RecoveryFund@dpor.virginia.gov

13.1. Notice of Cancellation: If this agreement was solicited at a residence and you do not want the goods or services, you, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

14. Pennsylvania: A toll-free number has been established by the PA Office of the Attorney General so that you may check whether a contractor is registered, their number is 888-520-6680.

14.1. An individual signing a home improvement contract, except as provided in the emergency provisions of section 7 of the act of December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing.

This space intentionally left blank