

ADVANCE RESTORATION, LLC

GENERAL TERMS AND CONDITIONS

Acceptance of this proposal creates a binding contract between the Client/Owner and Advance Restoration, LLC ("Contractor"), governed by Michigan law.

Contractor is not responsible for delays or damage caused by weather, transportation issues, strikes, accidents, theft, acts of God, or other causes beyond its control. Contractor will use reasonable care but is not liable for incidental damage to landscaping, pavement, utilities, gutters, siding, screens, roofs, or interior/exterior water intrusion, or for work performed by other trades. Owner must protect furniture and personal property, remove wall-hung items, disconnect alarm/security systems, provide access, written neighbor access if needed, water, and electricity. Excess materials remain Contractor property. Owner shall indemnify and hold Contractor harmless from claims relating to asbestos, lead, mold, or other hazardous materials. Contractor reserves the right to correct its own work, and no others may perform corrective work without Contractor's authorization.

Owner agrees to pay all deposits and invoices when due. If payment is not made when due, work may be suspended and, after written notice and opportunity to cure, Contractor may terminate the contract and recover unpaid amounts, costs, lost profits, lien expenses, reasonable attorney fees, court or arbitration costs, and interest on balances 30 days past due at 18% or the maximum lawful rate. Failure to pay may result in a lien against the property as allowed by law.

Owner understands the property will function as a construction site during the work. Noise, dust, and debris are expected, and some debris may enter attics, garages, or similar areas. Owner should close windows and protect or remove vehicles, grills, patio furniture, decorations, and other personal property. Minor scratches, dents, or dust may occur despite reasonable precautions.

Hazardous material removal, testing, remediation, and disposal are excluded unless specifically covered by insurance or stated in writing. Contractor is not liable for claims, damage, or costs arising from environmental or biological hazards, including mold, fungus, asbestos, contaminated soils, or hazardous substances, or from dumpster placement and related surface damage.

Contractor will maintain workers' compensation coverage and general liability/property damage insurance as required by Michigan law.

Contractor may cancel this contract if re-inspection reveals structural conditions, concealed conditions, or additional required work not included in the contract that prevent performance as written.

Owner may cancel this agreement, without penalty, until midnight of the third business day after signing by written notice. Any payments or negotiable instruments will be returned within 10 business days after Contractor receives timely cancellation.

Failure to pay people supplying labor or materials may result in mechanic's liens. Owner may request lien waivers. If a lien is filed through no fault of Owner, Contractor will take reasonable steps to discharge it. Owner shall maintain property insurance at least equal to the contract price and is responsible for court costs related to Owner default, including lien filing costs and a \$400 clerical fee where permitted.

Contractor is not responsible for damage caused by Owner or by events beyond Contractor's control. Owner authorizes Contractor to photograph the project before, during, and after work, and to use non-confidential project photos and customer comments, testimonials, reviews, or feedback for advertising, marketing, website, social media, and promotional purposes, provided no sensitive personal information is intentionally disclosed.

Any claim arising out of this contract shall be resolved by arbitration if the Contractor chooses. Under the American Arbitration Association construction rules in Macomb County, Michigan. Demands must be made within one year after the claim arises or be barred. The arbitrator's decision shall be final and binding, and the prevailing party may be awarded reasonable attorney fees and costs.

Materials are covered by manufacturer warranties only unless otherwise stated. Contractor warrants its workmanship for one year from substantial completion and will correct qualifying defective work upon written notice received within that period. This warranty excludes repainting, redecorating, normal wear, expansion/contraction, abuse, neglect, improper maintenance or operation, acts of God, Owner modifications, and assigned supplier or subcontractor warranties. All other warranties, express or implied, are disclaimed to the fullest extent allowed by law. This warranty is non-transferable and ends upon sale or move-out.

Mold and moisture conditions may result from factors beyond Contractor's control. Contractor's responsibility is limited to repairing covered construction defects under the warranty. Contractor disclaims liability, to the fullest extent allowed by law, for mold-related or resulting personal injury, property damage, loss of use, loss of value, lost income, health effects, or similar damages. If any provision is found unenforceable, the remainder of this agreement remains in effect.

Licensing Disclosure: A builder or maintenance and alteration contractor must be licensed under Article 24 of Act 299 of the Public Acts of 1980, as amended, MCL 339.2401 to 339.2412. **License No. 2102199808.**