





Deck Construction Proposal

Prepared for Dan and Ellen Sheman

TrexPRO
PLATINUM

Construction Agreement

Contractor

Custom Deck Creations, LLC

46036 Michigan Ave STE 285

Canton, MI 48188

(734) 931-6700

info@CustomDeckCreations.com

Property Owner & Property Address

Dan and Ellen Sheman

425 Second st

Ann Arbor, MI

48103

This Agreement is made by Custom Deck Creations, LLC (Contractor) and the above (Property Owner) on 8/29/2022.

For a price identified below, Contractor agrees to complete for Property Owner the Work identified in this Agreement as the Project. Property Owner agrees to pay Contractor the below Contract Price for completing the Work described as the Project.

Description of Work i.e. the PROJECT

Build a new beautiful composite deck

Demo

*Demo entire existing deck including framing, decking, railing and stairs, approximately 130 square feet
Existing structural posts to be cut just under grade*

Any existing weed barrier or stone will not be salvaged or if desired should be removed and set aside by others prior to work commencement

Home's siding rework (if applicable) not included

Includes removal of ledger board attached to house and filling in existing ledger board holes with silicone

Demo and haul away approximately 9' x 11' concrete slab over cellar entrance, assuming concrete contains no rebar nor wire mesh. The use of a Bobcat will be required to remove slab, please ensure that there is unrestricted access on site.

Homeowner to remove existing berm and trees prior to post holes being installed

Structural & Framing

Deck to be structurally freestanding

Dig proper code approved post holes

Install precasted high strength concrete footings

Install 6" x 6" pressure treated structural posts (In the event we encounter 4" or larger roots around the tree additional posts may be required at \$75 per additional post)

Excavated dirt backfilled into augered hole to provide lateral support

All framing used to be pressure treated material

Number and placement of structural posts, and beams and joists sizing per plan, joists are 12" OC

Joists will be secured to the top of beams per code

Beam ends except butting to house to be cut at a 45° angle

Not included: painting or staining of the framing

Decking

Top of decking boards to be installed approximately 3" below door

New deck to be approximately 675 square feet

Deck to be two-tier

Includes (4) angled corners on the deck

Install Trex Enhance Naturals decking boards

Decking boards to be installed with hidden fasteners

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Decking boards to run at an angle

Install Trex Enhance Naturals single-board picture frame border except not immediately next to house

Picture frame to be installed with color-matched visible face screws

Install single-board parting board (a double-board parting board may be installed per plan)

Stairs

Build a 11'-wide staircase measured from tread end to tread end with Trex Enhance Naturals treads

Build a 2nd set of stairs: a 6'-wide staircase measured from tread end to tread end with Trex Enhance Naturals treads

Build a 3rd set of stairs: a 4.25'-wide staircase measured from tread end to tread end with Trex Enhance Naturals treads

Build a 4th set of stairs: a 20'-wide staircase measured from tread end to tread end with Trex Enhance Naturals treads

Build a 5th set of stairs: a 6'-wide staircase measured from tread end to tread end with Trex Enhance Naturals treads

Actual clear span of stairs (the opening width measured from inside stair railing post to inside stair railing post) will be approximately 14" less than the tread end to tread end width above

Each stair tread to consist of two decking boards

Steps to be built from grade up to deck's height (exact # of steps and stair rise height TBD at discretion of builder)

Stair tread boards to be installed with color-matched visible face screws

Paint the ends of the stair risers & stair treads in color-matched Sherwin-Williams exterior paint

Install Trex ADA continuous graspable handrail on one side of stairs as required by code

Install matching railing on both sides of stairs excluding 20' stairs to yard and 4'6" stairs to cellar.

Railing

Install Trex Select composite railing with Trex composite posts and Trex round aluminum balusters

Install Trex Transcend 1" x 6" Cocktail board in-between railing posts, including on the stairs

All railing posts installed square/parallel with home

Trim

Install Azek White PVC 8" fascia (12" fascia may be used at discretion of builder determined during build)

Fascia to be single-tiered

Install single-tiered fascia on stair stringers

Fascia is installed with color-matched visible face screws

Any picture frame border or fascia will not be mitered, instead will be run long & butted to match deck

Lighting

Install Trex photocell, Trex transformer, and Trex wiring

Install (2) Trex stair riser lights on each 6' stair's risers (3 sets of stairs)

Install (6) Trex stair riser lights on the 20' stair's risers

Install (3) Trex stair riser lights on the 11' stair's risers

Homeowner to mark with tape desired location for photocell and 1" hole in deck for wire

Other

All connectors and fasteners are to be exterior grade and galvanized, coated or stainless steel

Install weed barrier and 1" to 2" depth of pea gravel under the deck (does not include landscape edging)

Natural stone will vary between shades of grey to brown

Includes all material and labor

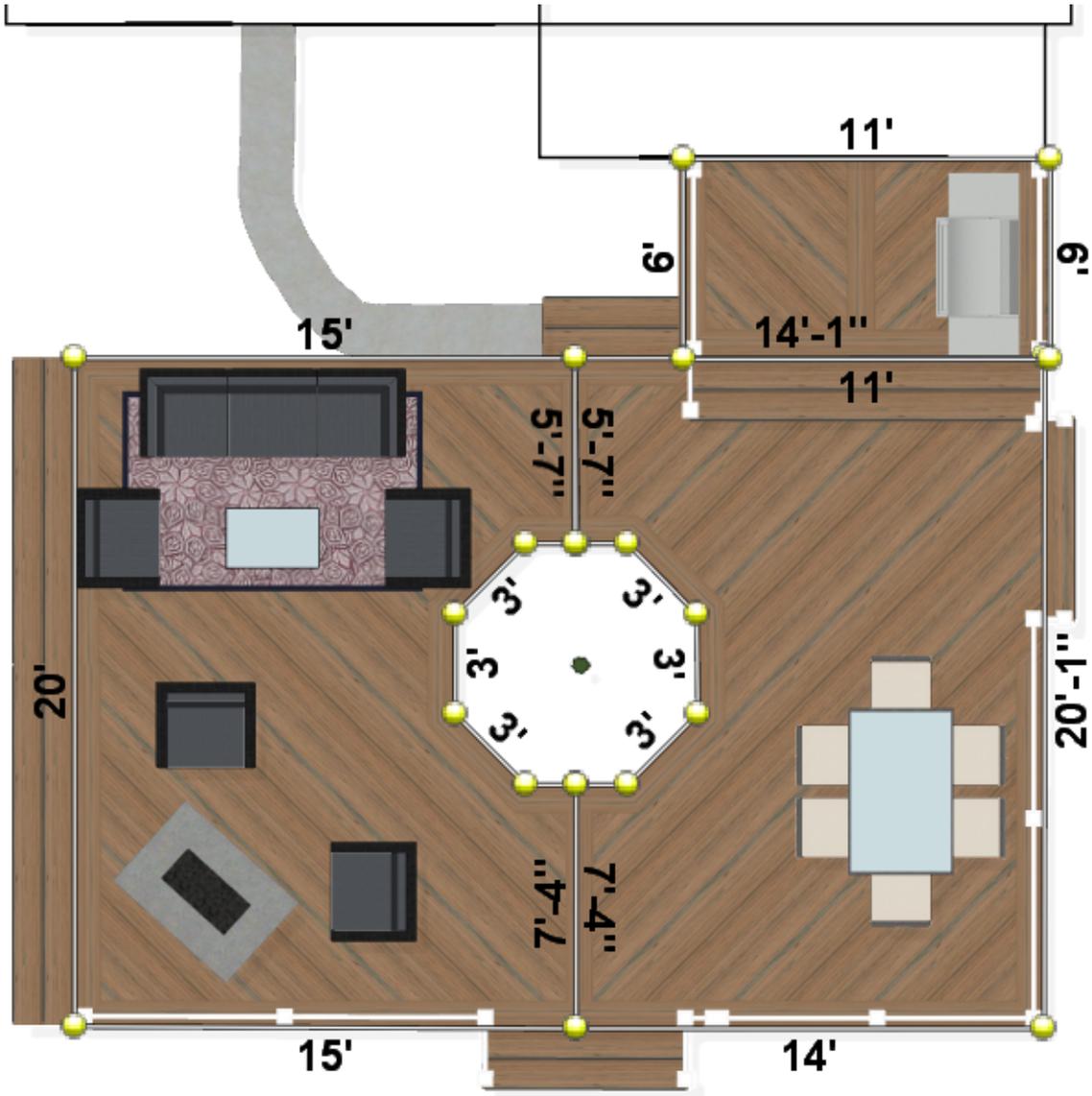
Includes cleanup and haul away of all debris

Includes full permit fee and required construction drawings

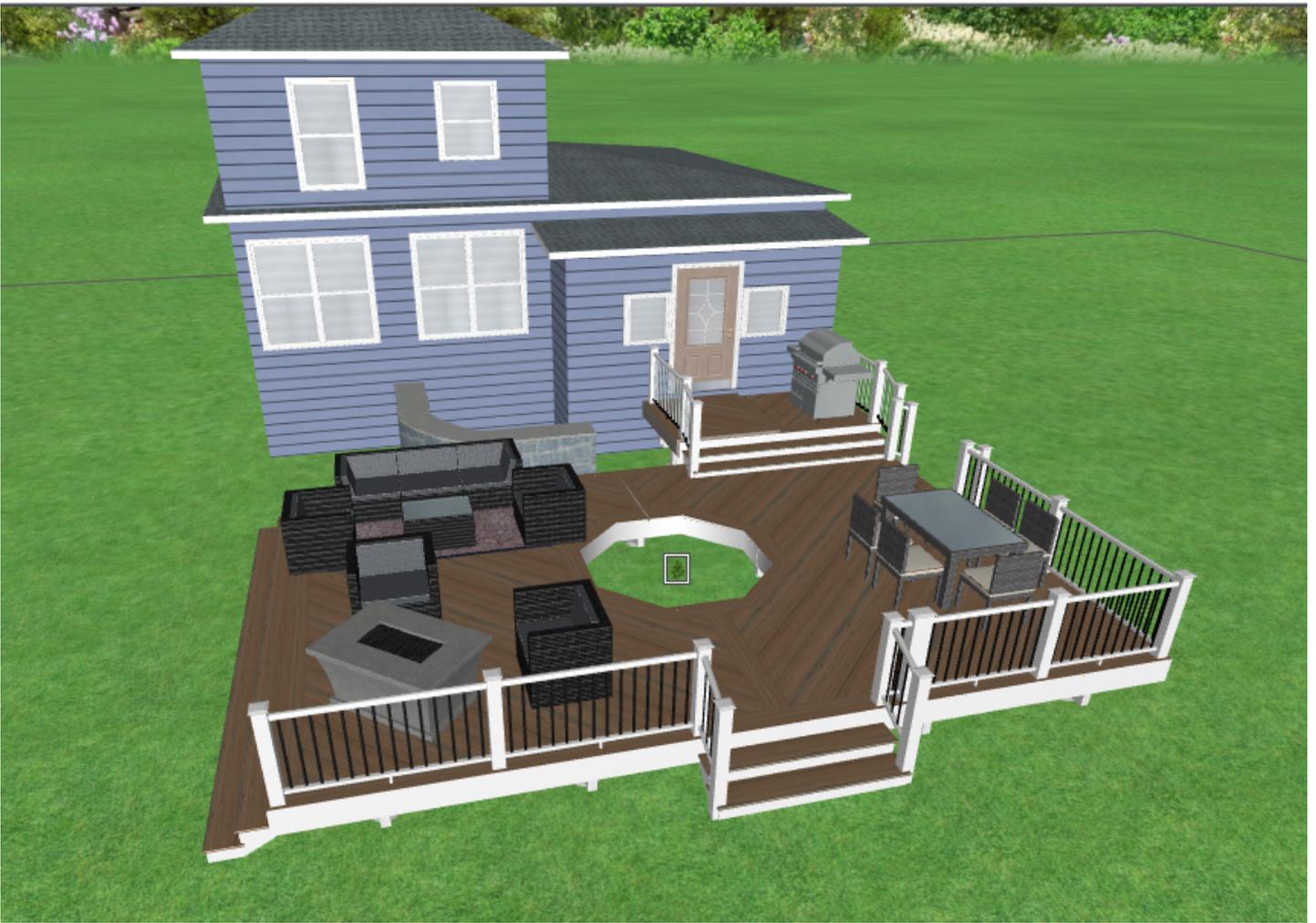
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Includes working with HOA and building department, coordinating necessary approvals and inspections

Total Investment: \$58,773



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Payment Schedule

Payments are made on a job-progression basis in installments consisting of an initial payment, progress payments, and a final payment upon Substantial Completion. Payments are due as each phase of the Work is completed, individual invoices will not be sent. The Project is contingent on on-time payments from Property Owner. Property Owner must pay the respective payments at each stage of the Project described below before Contractor has any obligation to continue the Project.

Payments can be made in the form of online e-check, by mailing a check or money order, or via credit/debit card over the phone. There is no fee to pay by online e-check, or check or money order. Each credit and debit card payment is assessed a 3.5% fee. In the case of NSF (Not Sufficient Funds) or bounced checks, all current and future payments must be made by money order. Except as otherwise provided in this Agreement, any payments made to Contractor are considered non-refundable for any reason other than default by Contractor.

Final Payment and Possession

Occupancy to the "Job Site" (the physical area in which Property Owner hired Contractor to construct the Project) will be granted to the Property Owner only when the Property Owner makes the final payment in whole and the Project receives the building department's final inspection approval. Property Owner shall not place any personal property on the Job Site and should refrain from utilizing the Job Site until Property Owner has paid the final payment and has received the final inspection approval. Final Payment is due in full and immediately upon receipt of final inspection approval, less any completion list items (punch list). During the final walk through, Contractor and Property Owner will together assign dollar values to any completion list items. This value will then be doubled. The Final Payment due upon final inspection approval will be the full balance due less the combined value of the completion items. Payment for the completion items will be due immediately upon completing the individual completion items.

Progress Payments	Due	Percent of Contract Price
Initial	At time of signing this agreement	30%
First Day of Build	Upon first day of build	50%
Final	Day of receiving building department final inspection approval less completion list values (see above)	20%

Materials & Color Selection

All color selections will be documented separately from this Agreement on a document titled "Color Selections" following the signing of this Agreement, and shall not affect the price. Property Owner acknowledges that colors selected may vary slightly due to reasons outside of the Contractor's control, such as but not limited to manufacturing variances or color fluctuations. Any changes in material or color selections made after materials have been ordered will result in a change fee of a minimum \$500.

Specifications of Construction

Contractor reserves the right to substitute other products, materials, and construction procedures of equal quality. Any reference in the Specifications to a brand, make, manufacturer, model or color requires use of that brand, make, manufacturer, model or color.

All construction shall meet the most current Michigan Residential Code at time of construction.

Scope of Work

The intent of this contract is to provide for the construction of the Project described in or reasonably inferred from

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this Agreement and, at the Contract Price. Contractor has the duty to determine the means, methods, techniques, sequences, procedures and materials used required to complete the Project as described and inferred.

Materials may be delivered to Property Owner's yard or driveway.

Work not described in this Agreement is not part of the Project unless it is Necessary to produce a functionally complete structure ready for the anticipated use.

Property Owner has reviewed the Plans for the Project and acknowledges that those Plans meet the requirements of Property Owner. Contractor makes no warranty or representation that Plans for the Project are suitable for the intended purpose of Property Owner.

Contractor will complete the Project to meet the standards set by the Design for Code Acceptance Deck Construction Guide by the American Wood Council. There are acceptable variances for building custom composite decking and railing in an exterior environment, such as natural expansion & contraction from Michigan's heat/cold cycles which results in slight gapping or the earth's ground naturally settling resulting in slightly out of plumb posts or settled dirt/holes around posts.

This Agreement is the entire agreement and constitutes a complete integration of all understandings between Contractor and Property Owner on the subject of the Project. This Agreement supersedes all prior negotiations, representations and agreements, whether written or oral. No subsequent notation, renewal, addition, deletion, change or amendment to this contract shall have any force or effect unless in the form of a written Change Order or amendment to this contract. Please let us know if any questions or concerns arise at any time and we will work with you to resolve any issues.

Representations by Contractor

Based on a thorough evaluation of this Agreement, the Project, and all conditions that may affect construction cost and duration, Contractor affirms that the Contract Price is fair and reasonable for completion of the Project.

Custom Deck Creations, LLC is a licensed residential builder and holds a residential builders license issued by the State of Michigan, Department of Licensing and Regulatory Affairs, License Number 2102216377. Contractor affirms that the company is licensed, financially solvent, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents. Custom Deck Creations, LLC is operating as a limited liability company in the state of Michigan.

Insurance

Contractor shall carry workers' compensation insurance and general liability insurance as required by Law and regulation for the protection of Contractor and Property Owner during progress of the Work.

Construction Schedule

The Contractor shall make every effort to complete the construction of the Work within a reasonable period of time; however, the Contractor shall not be held responsible or liable for any delays in such completion irrespective of the cause thereof. Property Owner agrees to not hold Contractor liable or responsible for any loss, damage or any hardship resulting from or attributable to any delay. Further, Property Owner acknowledges that any prediction or representation of an anticipated date for completion of construction must necessarily be an estimate only, and Contractor shall not be responsible for, nor bound by, any such prediction or representation.

If the project is stalled for 2 weeks or longer because of the Property Owner (e.g. waiting on the Property Owner's landscaper or electrician), the next payment will be due in full at the 2 week mark.

Liens and Waivers

Property Owner acknowledges that any/all work performed by Contractor on real property, or structures on real property, may be subject to the placement of a lien by Contractor pursuant to the Michigan Construction Lien Act 497 of 1980.

Project Plan, Drawing, or Sketch

Any visual renderings of Project (known as Construction Drawings), estimated square footage, or specific sizes, if

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supplied, are approximate and do not necessarily reflect the exact work that will be built due to the nature of custom building, and the limitations of renderings. Deck dimensions and placement, quantity and placement of railing posts, color renderings, etc. are approximate. Perpendicular paring boards may be added during the build. Landscaping and furniture not included unless specifically noted.

Permits and Fees

Contractor shall secure all permits and plan reviews required by government authority to complete construction of the Project. Property Owner shall assist Contractor in responding to requests for information from the permit-issuing authority, such as securing the plot plan from the local building department. If no plot plan is available at the local building department, albeit very rare, Property Owner shall hire a surveyor to draw a plot plan.

Inspections

Contractor shall schedule and coordinate all Inspections required by this Agreement and by public authority so as not to delay the progress of the Project. The standards of workmanship and materials shall be in sole control of the Building Inspector of the local municipality in which Job Site resides. Craftsmanship standards shall adhere to the National Association of Homebuilders Construction Performance Guidelines. Interim and final inspection reports of the municipality shall be binding upon both of the parties hereto and the residence shall be conclusively deemed to be Substantially Completed upon the issuance of a certificate of occupancy or a temporary certificate of occupancy by said municipality.

Job Cleanup

Contractor shall remove from the Job Site all tools, equipment, waste and debris resulting from the Project within one calendar week after Substantial Completion. Surplus materials remain property of the Contractor and are usually picked up within one calendar week. If determined by Contractor, Contractor may provide a trash dumpster on the Job Site, delivered to Customer's driveway, for use by construction personnel only (local ordinances restrict us the ability to keep a dumpster on the street). Contractor is not responsible for any damage incurred to Property Owner's driveway, yard, or street. Contractor shall reasonably clean the surface of Job Site upon Substantial Completion.

Cutting and Patching

Contractor will ensure that cutting and patching required to make building parts fit together properly, for example attaching ledger board to house, is done by those skilled in the trade. The color, texture and planes between existing and new materials might not match exactly. Contractor will use due diligence to create the best match possible. Property Owner acknowledges that patched surfaces may be detectable when construction is complete. If a ledger is installed, Contractor may need access to existing home's joists from the basement to secure ledger per Michigan construction code, and if Contractor needs to cut any existing ceiling drywall or other to access joists to meet Michigan construction code, Contractor is not liable for repair costs.

Project Sign & Photos

Property Owner grants Contractor permission to place a yard sign in your yard with our company name, as well as take photos and videos of the project before, during, and after completion. Contractor retains copyright of all photos and videos taken.

Property Owner's Responsibilities

Contractor will assist Property Owner in securing the homeowners or condo association approval, if applicable. Property Owner is responsible for HOA fee, if any. Property Owner is responsible for furnishing the plot plan which is necessary for Contractor to apply for the permit.

Property Owner shall pay all fees, charges, or other costs of the Project. This Agreement is not contingent on Property Owner securing financing. The non-performance of any lender shall not affect the obligation of Property Owner to Contractor. Property Owner hereby authorizes and directs any lender on the Project to furnish Contractor with full information on undisbursed loan proceeds when requested by Contractor.

Contractor reserves the right to leave locked vehicles or trailers temporarily and overnight in the street in front of or near Property Owner's home, or with permission in the Property Owner's driveway, while the Project is being completed.

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All property taxes and assessments shall be the sole responsibility of the Property Owner.

Differing Site Conditions, Concealed/Hidden Conditions

Contractor is not responsible for any subsurface or hidden conditions or utilities at or near the Job Site discovered or damaged during construction or excavation which were unknown prior to the Project beginning that requires Extra Work, including but not limited to, irrigation/sprinkler lines, underground water, electrical, waste, drain or gas lines, old septic tanks, well lines, water sprinkler lines, buried downspouts, other utilities, or hidden/concealed large underground rocks preventing properly dug post holes, or existing framing planned to be re-used but found to be rotting or unsafe to use, rotting ledger board or home rim board, rotting deck posts or other rotting framing members. Contractor uses heavy equipment and occasionally some damage to lawn or other vegetation may result, Contractor is not liable for damages to Property Owner's yard, other vegetation, trees, tree roots, driveway, sidewalk, or street resulting from work done in relation to this Agreement. If the hidden conditions cause an increase in the cost to Contractor or the time required for performing any part of the Project, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly. Although these occurrences are rare, if concealed or unanticipated conditions require a change in the Plans, Specifications, construction method, associated costs or labor hours, Contractor will issue a Change Order modifying the Contract Documents and Contract Price and (if applicable) Contract Completion Date. If as part of this Agreement the Project includes utilizing an existing deck structure built prior to the start of this Agreement, and the actual condition of the framing calls for, or the local municipality requires Contractor to demo the structure and build new for any purpose, the additional work to build a new structure is then considered separate and will be billed to Property Owner separately. Contractor does not warrant another's work. To avoid delaying the Project, Contractor may continue work as necessary if Extra Work fee is less than \$150, in which case Contractor shall send a Change Order to Property Owner for payment after this Extra Work is performed. Any Extra Work resulting in a fee greater than \$150 will require a signed Change Order prior to Extra Work being done. Any Extra Work fees are due in addition to next payment due per the Payment Schedule.

Access to Site by Owner

For safety purposes, Property Owner and any other persons or pets are not allowed on or near the Job Site while the Project is in preparation or progress, and not until after Substantial Completion. Contractor is not liable for injuries sustained by unauthorized persons or pets accessing or going near the Job Site. If an unauthorized person enters the Job Site during the course of construction, he does so at his own risk, and the Property Owner hereby releases the Contractor and hereby holds the Contractor harmless from any and all claims for injury or damage to his person or property.

Use of the Site

Contractor shall make a best effort to communicate ahead of time to Property Owner when Contractor will be at Job Site. Property Owner shall expect Contractor and Contractor's employees and subcontractors to be in and out of Job Site as needed in relation to the Project. Property Owner grants Contractor the ability to access the Job Site to perform the Project in relation to this Agreement during the hours of 7am to sunset Monday through Sunday. Contractor shall not enter Property Owner's home at any time without advance verbal authorization from Property Owner. Any access gates located between the street and Job Site are to be unlocked during these hours. Property Owner shall make electric power and water available to Contractor. Electrical outlet must be GFCI and located outside. Contractor shall provide electrical extension cords and hoses as needed.

Contractor is authorized to provide a temporary portable water closet on the Job Site during the period of construction. Upon completion of the Project, Contractor will remove the temporary toilet facilities from Job Site.

Changes in the Work

Upon signing this Agreement, it is understood that the design of the Project is complete, and any changes to the design will be considered Extra Work.

Any change in Plans, Specifications or the Project requested by Property Owner shall be considered Extra Work. Except as provided elsewhere in this Agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written

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Change Order signed by Contractor and Property Owner identifying the change, the cost of the change, and the effect on Project schedule, if any. Change Orders are not considered approved until payment for the change has been received by Contractor. Any of the original Property Owner signees may sign the Change Order and that signature will be binding upon all of the Property Owners.

On receipt of any instruction or information which Contractor interprets as requiring Extra Work, Contractor shall prepare and submit to Property Owner a Change Order proposal describing the change in the Work using (where appropriate) drawings, specifications, narrative, the cost to Property Owner for making the change, and the proposed revision to the Contract Completion Date, if any.

This Agreement is not automatically canceled should the original design or plan of Work is not approved by the local municipality. In such case, the Contractor and Property Owner shall work together to design a similar and approved layout. If additional work is deemed required in order to stay within local municipality code, any additional material and labor necessary is considered Extra Work, and Contractor shall invoice the customer the current rate to install needed components.

Property Owner hereby agrees to make all requests for Change Orders to the Contractor or Contractor's sales employees, and not to issue instructions to, or otherwise negotiate for additional or changed work specifications with, the Contractor's trades employees or subcontractors. Property Owner shall not hire any of Contractor's trade employees or subcontractors privately outside of this Agreement.

Unless otherwise specified in this Agreement, Contractor is authorized to make minor changes in the Work which are in the interest of Property Owner, do not materially alter the quality or performance of the Work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations.

When signed by Contractor and Property Owner, each Change Order is incorporated into this Agreement.

Contractor's liability for the omission of any such extras or additional items or any subsequent modifications shall be limited to the amount charged to Property Owner for the item or items omitted.

Arbitration

Any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the construction of the Project, contract warranty, or the breach thereof shall be settled by binding arbitration. The location of arbitration held under this Agreement shall be the county in which the Job Site is located. A single arbitrator shall be chosen at random by the American Arbitration Association, Detroit, Michigan office, who shall have knowledge of and/or experience in the field of residential construction. The decision and/or award of the arbitrators shall be final, and may be memorialized in a judgment entered by, and enforced in, any circuit court of the State of Michigan having jurisdiction. If more than one demand for arbitration is made by a Party with respect to the Project, all such Claims shall be consolidated into a single arbitration unless the Parties otherwise agree in writing. Nothing in this article shall be interpreted as waiving any rights Contractor has under state Law for enforcement of lien rights. Arbitration provisions of this Agreement shall be specifically enforceable.

If a Claimant in arbitration recovers less than 50 percent of the amount demanded in arbitration, Contractor and Property Owner agree that the Claimant shall pay all costs in arbitration, including the arbitrator's fees and the reasonable attorney's fees of the opposing Party.

Indemnification

Property Owner will indemnify and hold harmless Contractor against any and all claims and liability, and no action against Contractor may be brought, including but not limited to damages, defects, losses, personal injury or other, beyond one year after Substantial Completion.

Property Owner understands and agrees that Contractor may have tools, equipment, materials, cords, and other gear, and open excavated holes, at and near the Job Site. Property Owner will hold Contractor harmless for any damage, personal injury, or loss to Property Owner or Property Owner's guests caused by entering or coming near to Job Site or otherwise being injured from these materials, gear, and excavations. Contractor is not responsible for loss or damage of material or personal property furnished to Job Site by Property Owner. Contractor assumes no liability for any errors, omissions or for the use of the Contractor's designs if not built by Contractor. Contractor is not liable for any work performed or damages caused by or in result from other contractors, either before, during, or after Job. Any

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work performed on the Project by the Property Owner, another contractor, or other, either before, during, or after completion, voids the warranty and releases Contractor from any liability related to the Project. Contractor is not liable for any damages or injuries caused by or in result from any existing structure not originally built by Contractor, such as but not limited to an existing deck where Contractor is replacing decking boards or railing.

Interpretation of the Contract

The omission of words or phrases in this Agreement or obvious typographical errors in the Contract Documents shall not defeat interpretation of the Contract Documents so long as the meaning is reasonably inferable from the Agreement taken as a whole.

In the event any term or provision in this Agreement is found to be invalid, inoperative, void, or unenforceable in accordance with Michigan law, the remaining provisions hereof shall (i) remain in full force, (ii) in no way be altered, affected, impaired, invalidated, or otherwise changes thereby; and (iii) be interpreted, construed and applied as through such offensive provision(s) was not in the first instance contained herein.

The waiver of, or failure to enforce, any provision of this Agreement by the Contractor with regard to any specific instance shall not affect Contractor's right to enforce such provision or any other provision of this Agreement at a subsequent time.

Contractor and Property Owner waive all Claims for consequential damages against each other, their respective officers, directors, partners, employees, agents, consultants and subcontractors, arising out of or relating to this contract or the termination of this contract.

Contractor shall not be liable for any airborne pollutants (such as but not limited to radon, mold, asbestos, etc.).

Choice of Law

The Contract shall be governed by the Law of the State of Michigan.

Subcontracted Work

Contractor may use employees and/or qualified subcontractors to complete Project as needed. The same duties, obligations and quality expectations will be imposed on both employees and/or subcontractors. All communications between any of Contractor's trade's employees, subcontractors or vendors on the Project and Property Owner are to pass through Contractor.

Right to Stop Work for Non-Payment

After giving written notice, Contractor shall have the right to suspend the Work under this Agreement if any payment, including any payments for Extra Work, not in dispute for Work completed, is not received by Contractor as provided in this Agreement. Once the Work is suspended, Contractor may keep the Project idle, or may immediately terminate any current or future work, until the past due payment is received by Contractor. Should Property Owner dispute payment, Property Owner shall provide a list of specific reasons for nonpayment, including materials or equipment not in compliance with the Agreement. Contractor shall (1) have a reasonable opportunity to correct the Issues cited, (2) issue a credit compensating Property Owner for issues that cannot be corrected within 30 days, or (3) terminate any current or future work, until all payments due have been received by Contractor.

Neither Contractor, nor Surety of Contractor, nor any subcontractor of Contractor shall be liable for delay or damage that Property Owner may suffer, or any personal injury sustained, as a result of suspension of the Work for failure to receive payments due under this Agreement.

Cancellation

In the event Property Owner is in default in performing any of the obligations imposed upon Property Owner by this Agreement, or should the Property Owner decide to cancel the Agreement for any reasons after three days from signing this Agreement, Contractor in its sole discretion may elect to retain any sum or sums paid by the Property Owner under this Agreement, and Property Owner shall be required to pay Contractor for any work performed but not yet paid for, plus a cancellation fee of twenty-percent (20%) of the sum of the total remaining amounts unpaid as per this Agreement, and reasonable attorney's fees, court costs and expenses incurred by Contractor in connection with the collection of amounts and fees due.

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Termination of Contract by Contractor

Contractor may terminate all obligations under this Agreement for any reason, including but not limited to, (1) Repeated failure by Property Owner to make payments, when due, of sums not in dispute, (2) Failure of Property Owner to cure a material breach of a covenant or obligation of this Agreement within 10 calendar days after delivery of a written demand from Contractor, (3) Persistent failure of Property Owner to meet contract obligations essential for progress of the Work, (4) A deed or property restriction restricting Contractor from fulfilling Agreement, or (5) An HOA approval, if required, that can't be secured for any reason. On termination of this contract by Contractor, Property Owner shall pay Contractor: (1) For the proportion of the Project Contractor performed as of the date of termination bears to the Contract Price, (2) The cost of materials purchased for Project and paid for by Contractor, but not yet incorporated into the Work and not yet paid for by Property Owner, (3) Losses on materials and equipment which result directly from termination, (4) The reasonable costs of preparing a statement of costs, expenses, and losses which result from termination, and (5) Less all sums paid to Contractor for the Project. After termination of this agreement by Contractor, all payments due Contractor for work performed shall be made within 7 calendar days after Contractor removes all equipment and material owned by Contractor from the Job Site.

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Warranty

Contractor warrants that the Work shall be free of Defects due to faulty workmanship for the period specified in this Agreement.

On written notice from Property Owner within ten years after Substantial Completion, Contractor shall promptly repair or replace any portion of the Work which does not comply with this Agreement or becomes Defective due to faulty workmanship.

Except as otherwise provided in this Agreement, the warranty period shall begin from the date of Substantial Completion. Work done by Contractor in compliance with warranty provisions of this Agreement does not extend the period of the warranty. Warranty does not include regular inspections, and does not extend any Statutes of Limitations.

Contractor shall deliver to Property Owner all warranties provided by vendors and manufacturers of materials used to complete the Project. Contractor shall have no obligation under warranties provided by others. Any material supplied by others is not warranted for material or workmanship. If Property Owner obtains repair work from a source other than the Contractor, the warranty is voided for work performed or any secondary damages caused thereby.

Failure of Property Owner to give notice of a defect within the warranty period constitutes a waiver of the right to repair or replacement by Contractor.

To make a warranty Claim under this Agreement, Property Owner must send a clear and specific written email or letter to Contractor at Contractor's above email address or mailing address within 60 calendar days of discovering Defects. Contractor shall make repairs, replacements and corrections promptly, within 30 calendar days, to properly remedy the issue, and at no expense to Property Owner.

Property Owner must provide Contractor with reasonable access during the Work Day to perform obligations created by this warranty. If Property Owner fails to provide access, Contractor is relieved of the obligation to make repairs for which access has been denied.

This warranty is non-transferable.

Exclusions from Warranty

The warranty provided by this contract does not cover any of the following items or conditions:

- Damages to personal property or bodily injury.
- Damages or Defects that result from circumstances beyond the control of Contractor including, but not limited to, Acts of God, accidents, fire, explosion, smoke, falling objects, vehicles, lightning, windstorm, hail, flood, mudslide, earthquake, wind-driven water, unforeseeable change in the underground water table, rodents or other animals.
- Damages or losses that result from soil or frost movement, or natural expansion and contraction.
- Work performed by others.
- Small shifts or changes in gapping and heights between boards (for example raised boards, wavy boards, miters opening, etc.) is normal due to the natural expansion & contraction of decking boards and wood framing exposed to the elements. This is to be expected, it is normal. Seasonal movement can affect the final product.
- Defects or damages that result from poor maintenance practice, improper operation, not adhering to any manufacturer's standard maintenance or use guidelines, or modification, abuse, neglect or normal wear and tear, scratches, dents or stains.
- Any existing structure not originally built by Contractor (such as, but not limited to, an existing deck where Contractor is replacing decking boards).
- Repairing of or resulting damage from any sump pump discharge or sprinkler line repair or replacement (for example, water in your basement)
- Rot, mold, decay or corrosion.
- Lumber that splits, cracks, warps, or shrinks. These are natural occurrences in lumber due to the drying and weathering processes.
- Decks over 5' off the grade may experience very slight movement and this is normal.
- Damages to any glass used for railing panels, or stainless steel cable railing becoming loose over time.
- Defects including any painting, or concrete cracking or flaking that does not adversely affect the ability of the structure to support the designed weight. Cracking in concrete is normal.
- Damages caused or made worse by:
 - Negligence, improper operation or improper maintenance by anyone other than Contractor.
 - Changes, additions, deletions, or any other alterations made to any part of the structure by anyone other than Contractor.

Material costs are updated each Monday. Above proposal is only valid until the upcoming Monday. It's the signing of this proposal that secures your spot on our schedule, and locks in the current costs.

Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

This contract is for immediate acceptance. Any delay in acceptance beyond 10 days will require renegotiation of the terms of this agreement.

If this contract is not signed by Contractor at the time it is signed by Property Owner, Contractor shall, within 10 days thereafter, either give Property Owner written notice of rejection of the contract or sign the contract and supply owner with a copy of the signed contract. The notice of rejection or signed contract will be delivered to Property Owner either electronically to the above Property Owner's email address, personally, or by certified or registered mail. In case of rejection, any payment made by Property Owner will be returned with the notice of rejection. Contract is not valid until accepted and signed by Phil Black, Qualifying Officer of Custom Deck Creations, LLC.

This agreement is entered into as of the date written below.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

Property Owner:

DocuSigned by:

Dan and Ellen Sherman

088A1BD4FA4648E...

(Signature)

8/29/2022

(Date)

Dan and Ellen Sherman

(Printed Name)

Contractor:

Custom Deck Creations, LLC

A Michigan Limited Liability Company

DocuSigned by:

Phil Black

C7627D08B0DE4C9...

Phil Black, Qualifying Officer

8/29/2022

(Date)

Material costs are updated each Monday. Above proposal is only valid until the upcoming Monday. It's the signing of this proposal that secures your spot on our schedule, and locks in the current costs.

Notice of Cancellation

8/29/2022

(Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments 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 as 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 the seller regarding the 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 days of the date of your notice of cancellation, you may retain or dispose of the goods 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 this cancellation notice or any other written notice, or send a letter, to Custom Deck Creations, LLC, at 46036 Michigan Ave STE 285, Canton, MI, 48188, not later than midnight 3 business days from the above date.

I hereby cancel this transaction.

(Signature)

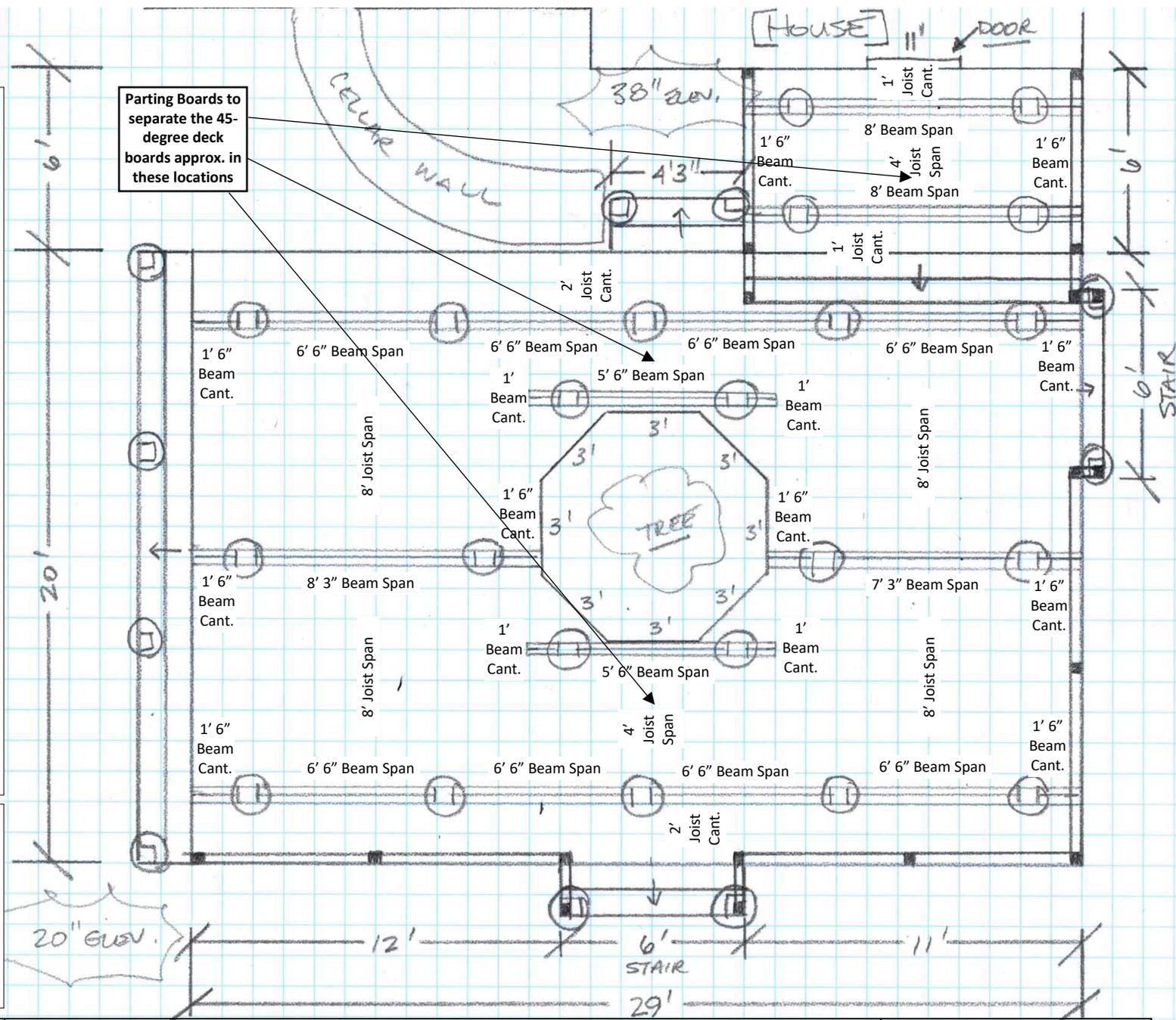
(Date)

(Printed Name)

Material costs are updated each Monday. Above proposal is only valid until the upcoming Monday. It's the signing of this proposal that secures your spot on our schedule, and locks in the current costs.

- All framing: Pressure treated pine
- Deck is freestanding
- Deck is 38" OTG
- Footings: 42" below grade or on undisturbed soil, 12" diameter, 12" diameter x 7" deep concrete
- Posts: 6"x 6"
- Beams: Seating in notched posts, 2-ply 2" x 8"
- Joists: 2" x 8", 12" OC
- Stair stringers spaced every 12" OC
- Guard railing: Trex Select Composite railing. 4" x 4" PT railing posts (not notched) spaced no more than 8' span, and secured to deck rim joist with blocking and (2) ThruLoks or Simpson SDWS screws per manufactures recommended installation specs., 36" in height. Balusters spaced so a 4" sphere cannot pass through. Handrails installed on at least one side of stairs with 4 or more risers
- Decking Material: Trex Decking Boards

Parting Boards to separate the 45-degree deck boards approx. in these locations



- KEY**
- = Post
 - = Beam
 - = Railing Post



ADDRESS:
425 Second Street
Ann Arbor, MI
48103

DATE: 9/16/22
REVISION: A
SCALE: 1 grid cell:1'
SHEET: 1 of 1

Change Order

Contractor

Custom Deck Creations, LLC
46036 Michigan Ave STE 285
Canton, MI 48188
(734) 931-6700
info@CustomDeckCreations.com
License # 2102216377

Property Owner & The Job Site

Dan and Ellen Sherman
425 2cnd Street
Ann Arbor, MI
48103

The following changes will be made to the original contract:

Decking

Install Trex Transcends Tropicals single-board picture frame border except not immediately next to house
Install Trex Transcends Tropicals single-board tread at the front of each tread
Picture frame to be installed with Cortex plugs as well as the first tread board on each step
Install single-board parting board (a double-board parting board may be installed per plan)

Trim

*Install Trex Enhance Naturals 8" fascia around **opening at the tree only** (12" fascia may be used at discretion of builder determined during build)*
Fascia to be single-tiered
Fascia is installed with color-matched visible face screws
Any picture frame border or fascia will not be mitered, instead will be run long & butted to match deck

Original contract amount:	\$58,773
Total amount of this change order:	\$1,413
New contract amount including this change order:	\$60,186

Change orders are not considered approved until both Property Owner and Contractor have signed. Payment for the changes are due in full with the next invoice. In order to addend the contract with the above changes in a timely manner, please complete within 3 days.

Above additional work to be performed under the same conditions as specified in the original agreement unless otherwise stipulated. Contractor's liability for the omission of any such extras or additional items or any subsequent modifications shall be limited to the amount charged purchaser for the item or items omitted.

Property Owner: DocuSigned by:



160065022B4B41F...
(Signature)

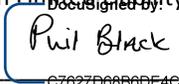
9/1/2022

(Date)

Dan and Ellen Sherman

(Printed Name)

Contractor:

Custom Deck Creations, LLC
A Michigan Limited Liability Company
DocuSign

C7627D08B6DE4C9...
Phil Black, Qualifying Officer

9/1/2022

(Date)