



Fieldstone

#1 St. Leo's Road - Ruma, IL 62278

618.282.5687

CONDITIONS, GUARANTEES, & CONTRACT

To: Andrew & Tiffany Stellhorn

April 29, 2014

Quote: Approximately 1,585 sq. ft. Ranch Home

GENERAL CONDITIONS

DRAWINGS: The drawings are to be considered a part of the contract and are to be used with the specifications to clarify and illustrate the various parts of the building.

SPECIFICATIONS: The specifications are intended to describe the various types and quality of material used in the building and to explain certain items not clearly shown on the drawings.

PRECEDENCE: If there appears to be a difference between the scale of the drawings and the specifications, or between the scales of the drawings and the figured dimensions, the specifications or the figured dimensions are used.

ALTERATIONS: At any time, during the construction of the building, the owner can request changes in the building. All changes will be estimated in a fair manner with the cost difference being added to or deducted from the contracted price. After the changes are agreed upon in writing, they will become a part of the contract. No change will be delayed for more than 4 days because of the inability of the owner to make decisions.

DIMENSIONS: The drawings and the material sizes, stated in the specifications are intended to show the exact dimensions and sizes, or nearest stock sizes, required in the construction of the building.

PERMITS: The Developer shall be responsible for obtaining and paying for all required permits for the construction of the building.

UTILITIES: The Developer shall be responsible for obtaining and paying for all utilities necessary for completing construction of the building.

INSURANCE: The developer will provide all liability insurance and workman's compensation insurance until completion of the building. During the construction of the building the owner must provide insurance for fire, windstorm, vandalism, malicious mischief, etc.

EXCAVATION: The developer with the agreement of the owner shall locate the building on the lot and determine the depth of the excavation. The developer shall excavate for all foundation footings, and pier footings as shown on the plans or as found to be necessary by field examination.

GRADING: All excavated dirt is to be graded on the lot or surrounding area by the contractor. The quality of the rough grading determined by the type of soil and the weather conditions at the time. The owner shall determine the amount and pay for any dirt hauled onto or removed from the lot and be responsible for all landscaping and the planting of all grass.

EXTERIOR SURFACE CONCRETE: All porches, sidewalks, etc., are to be built as shown on the plans of poured concrete, a minimum of 4" thick and reinforced as per drawings.

GUARANTEES

The Developer accepts responsibility for defects in the material and the craftsmanship used in the construction of the building for one (1) year after the home is occupied, but the developer cannot be held responsible to replace material damaged by inclement weather, abuse, above normal usage, the failure of the owner to do preventative maintenance, or the inability of the owner to understand a products operation. This warranty may be voided if Developer is not paid in full upon completion.

The following items are some of the uncontrollable items that the contractor cannot guarantee:

- The color of the finished products when the colors were selected from samples.
- The development of small (hair line) cracks in the foundation wall or the surface concrete caused by the normal expansion and contraction of the concrete.
- The surface flaking of the surface concrete caused by the effects of freezing or the application of salt or other chemicals to melt ice and snow.
- The development of small (hair line) cracks in the drywall, hardkote, or plaster caused by normal expansion and contraction of the material or the normal settling of the building.
- The condensation of moisture on the surface of the interior glass of all windows, patio doors, and exterior doors caused by high humidity in the building.
- The leaking of all exterior doors not protected by storm doors.
- The loss of any trees or shrubs, which were accidentally damaged during the construction of the building.

CONTRACT

The Developer agrees to perform, or have performed, all labor and to purchase all materials necessary to build to completion the building described in this quote or shown on the drawings, by following all instructions and completing all details of the contract in a first class manner. The owner agrees to pay the contractor the sum of \$167,607.00. The sum shall be paid to the contractor in the following manner,

Payments will be billed monthly according to work complete.
Final payment due when complete or before occupied.

Blossom City Development, LLC. may at any time employ sub-contractors to fulfill this contract, work will be performed at the same standards and at no additional cost to the Homeowner.

It is agreed that any change in the specifications, or the drawings of the contract, are to be made at the office with authorized personnel. Before any field personnel will be permitted to make these changes, the changes must be in writing and signed by the owner.

It is also agreed the owners will not use the building for any storage or temporary housing during the construction of the building.

It is further agreed that the developer shall receive an extension of the completion date if the work is delayed due to strikes, secondary boycotts, and natural or man made disasters. It is agreed, however, that the extension shall not exceed the exact number of working days lost.

It is understood that the developer can for themselves, their successors, executors, administrators, assigns, hereby agree to the full performance of the covenants of this agreement.

Dated this _____ day of _____, 20_____

In witness whereof, they have executed this agreement the day and date written above.

DEVELOPER

OWNER

Blossom City Development, LLC
Rodney A. Nevois

Acceptance Signature