



Prepared by:
 Dustin Loftus
 C 507-696-7473
 d.loftus@american-waterworks.com

Prepared for:
 Sara & AL Cardwell
 sara.cardwell@icloud.com
 P (715) 977-1202

AMERICAN WATERWORKS
 Basement Systems
 www.american-waterworks.com
 TF (800) 795-1204
 O (507) 200-2737
 F (507) 517-3809
 License# MN BC387395 IA C111831 WI 947642

Job location:
 W6562 870th Ave
 River Falls, WI 54022-4503

Prepared on:
 8-17-21

Project Summary

Install Date: 9-22-21

My Basement

Total Investment	\$7,576.71
Efficiency Discount	\$378.84
Total Contract Price	\$7,197.87
Deposit Required - 10%	\$719.79
Deposit Paid	\$719.79
Amount Due Upon Installation	\$6,478.08

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 30 days.

Authorized Signature  **Date** 8-17-2021

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. If final payment is not received upon completion of project and/or if customer moves project within 21 days of install date, a 5% of the total project price will be applied.

Customer Signature  **Date** 8/17/21

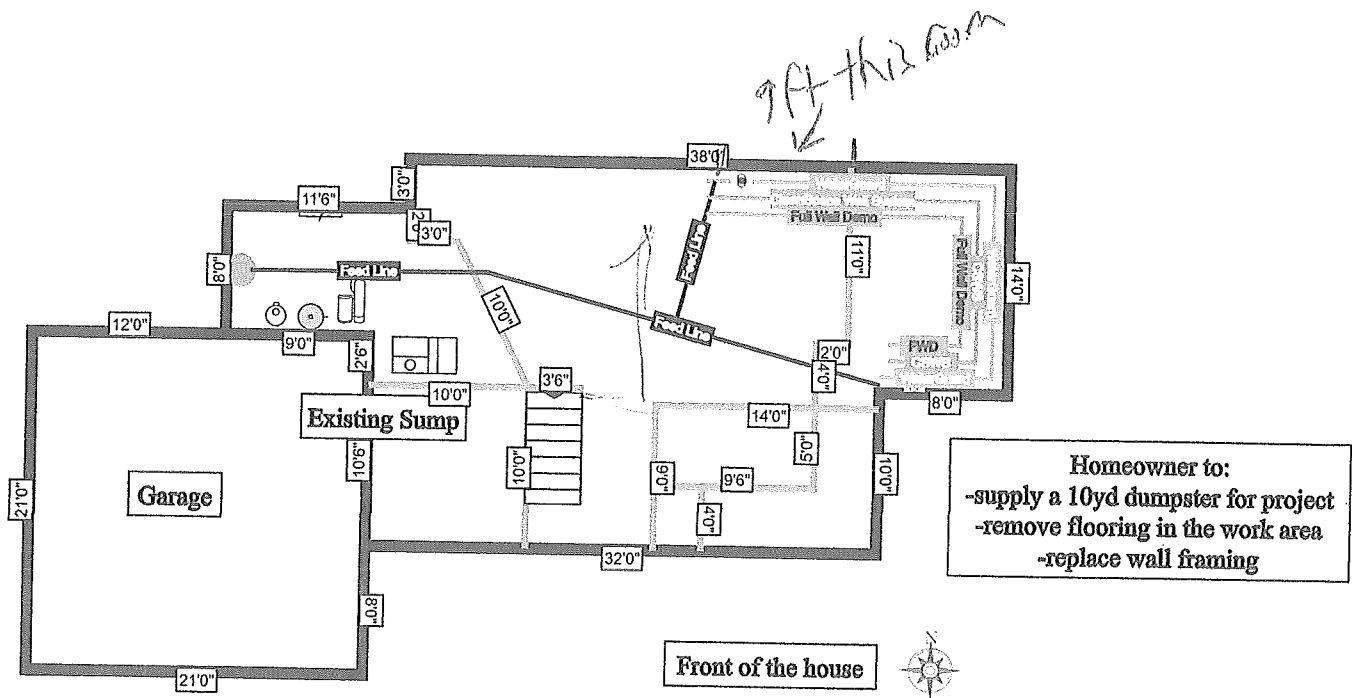
All Deposits Are Non-Refundable

Pay Foreman Upon Completion (3% Convenience Fee w/ card transactions)

Initial ABC

Initial ABC

Job Details



Type of Wall Poured Concrete
 Existing Wall Finish Sheetrock
 Existing Floor Finish laminite

Job Details (Continued)

Specifications

WaterGuard - Full perimeter with a lateral feed line and vapor barrier is always recommended. WaterGuard Ports - Homeowner may need to create an access point to service WaterGuard ports. 1st Annual Maintenance - Contacted 9-12 Months Post Project to Schedule CleanSpace Wall System - Homeowner must have electrical, utilities and/or any obstacles pulled away from wall. If not done, finished look and effectiveness may be compromised and may result in the delay of install. Full Wall Demo of studs and sheetrock. Homeowner responsible for electrical.

Contractor Will

- 1.) Have public utilities marked in the outside work area.
- 2.) Remove finished walls as necessary. Not responsible for replacement.
- 3.) Offer a free Radon Charcoal test with design during the initial appointment.
- 4.) Review contract drawing page and notes with the customer.

Customer Will

- 1.) Move items at least 7-10 feet away from the work area. American Waterworks is not liable for damages of items left in the work area, delay in the project may result.
- 2.) Remove flooring at least 2 ft from the wall and/or working area, (Carpet 4ft). If not removed, contractor is not responsible for damages.
- 3.) Repair any sprinkler lines that may be damaged during the installation.
- 4.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 5.) Provide a dumpster (full wall demo) $\leq 30'$ to $60'$ = 10 Yards $> 60'$ = 20 Yards
- 6.) Make sure smoke detectors are up to code (additional cost to the homeowner may occur if not done).
- 7.) If applicable, move water heater, water softener, HVAC, toilet etc. 2ft from foundation walls. If not moved, we will go around, not responsible for damages.
- 8.) The customer agrees that if work area is not cleared, charges up to \$3,000/day to move personal items. American Waterworks is not responsible for damages. Delay or rescheduling of the project may result.
- 9.) The customer will be available during the project.
- 10.) If the customer to-do list is not complete before the project start date, the customer's discount may be void and additional charges may apply.
- 11.) By signing, customer understands the expectations of the "Customer Will" section.

Customer Signature: _____

Date: _____

[Handwritten Signature]
8/17/21

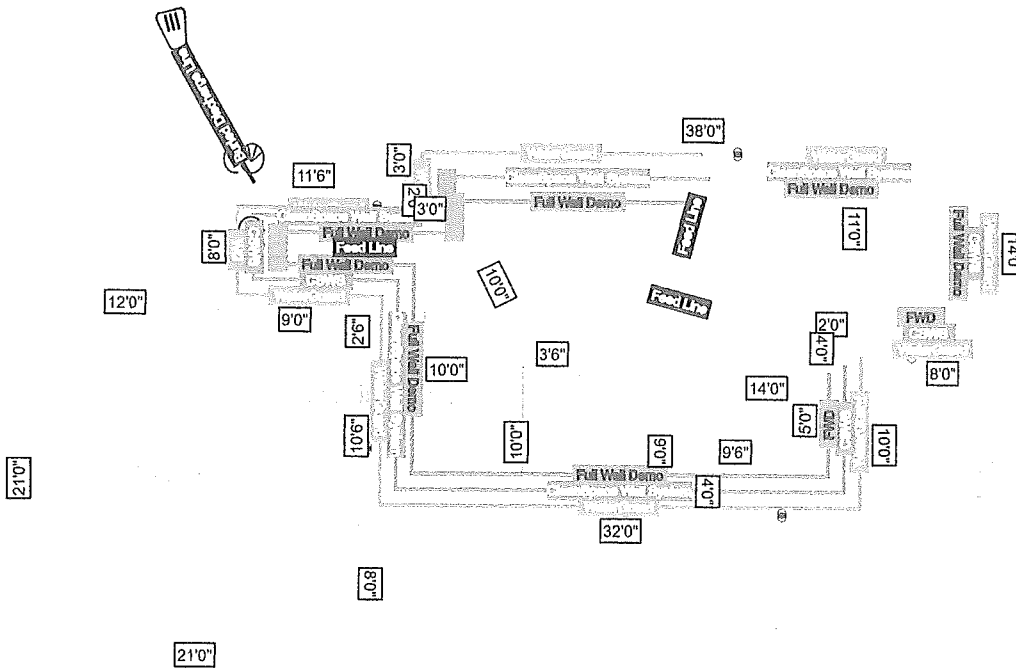
Product List

My Basement

WaterGuard	41 ft
WaterGuard Port	2
Feed Line	57 ft
Admin Fees	1
1st Annual Maintenance	1
CleanSpace Wall System	41 ft
Full Wall Demo	41 ft

Recommendations to Your Project

My Basement - Protect	103 ft WaterGuard 3 WaterGuard Port 103 ft Full Wall Demo 103 ft CleanSpace Wall System	\$11,363.36
My Basement	1 TripleSafe 20 ft Buried Discharge Line 1 LawnScape Outlet 2 IceGuard	\$3,546.20



Limited Warranty

This Limited Warranty is from American Waterworks ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferable at no charge to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 1307 Valleyhigh Dr NW Rochester, MN 55901.

LIMITED WARRANTY Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

Drainage Systems. For areas where Contractor has installed a WaterGuard™, and/or DryTrak™, system (each a "Drainage System"), Contractor warrants that, for the lifetime of the structure from the original date of installation of the Drainage System, the Drainage System will be free from Defects or Contractor will repair the Drainage System at no additional cost to Customer. For the purposes of this Drainage System Limited Warranty, "Defect"* means water from the floor wall joint which passes through the perimeter of the Drainage System and onto the basement floor.

WaterGuard™. For areas where Contractor has installed WaterGuard™, Contractor warrants that, for the lifetime of the structure from the original date of installation of WaterGuard™, WaterGuard™ will be free from Defects or Contractor will repair WaterGuard™ at no additional cost to Customer. For purposes of this WaterGuard™ Limited Warranty, "Defect"* water from the floor wall joint or from floor cracks passes through the WaterGuard™ System onto the basement floor.

CleanSpace™. Contractor warrants that the CleanSpace™ liner will be free from Defects for the lifetime of the structure from the original date of installation or Contractor will repair or replace the CleanSpace™ liner. For the purposes of this CleanSpace™ Limited Warranty, "Defect"* shall mean (a) any hole or tear in the CleanSpace™ liner or (b) when CleanSpace™ is installed with a Drainage System warranted by Contractor under this Limited Warranty, the presence of ground water on the top of the CleanSpace™ liner.

Sump Pumps. Contractor warrants the Primary AC operated sump pumps are warranted by the Contractor to work for three (3) years and DC back-up sump pumps are warranted by the Contractor to work for five (5) years from the date of installation. Battery-run back-up pumps can fail if they are not maintained or are called on to run beyond the current life of the battery. For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

SaniDry. Contractor warrants that dehumidifiers will be free from Defects for 3 years from the original date of installation or Contractor will repair or replace the defective dehumidifier(s). For purposes of this Dehumidifier Limited Warranty, "Defect" means the failure of a dehumidifier to operate under normal use and service.

Aprilaire. Contractor warrants that dehumidifiers will be free from Defects for 5 years from the original date of installation or Contractor will repair or replace the defective dehumidifier(s). For purposes of this Dehumidifier Limited Warranty, "Defect" means the failure of a dehumidifier to operate under normal use and service.

Basement Window Systems: Contractor warrants that, for five years from the original date of installation of the Basement Windows and 5 years from the original date of installation of the SunHouse Enclosure or WellDuct. Contractor will replace at its expense any failed or defective Basement Windows, SunHouse Enclosure or WellDuct installed by Contractor which is caused by Contractor's workmanship. EXCLUSION: Contractor does not warrant that the window nor window well is waterproof, and customer understands that while the risk is minimal basement windows can leak. If customer chooses to tie the window well drainage into an interior WaterGuard™ and Sump System; Contractor will warrant, in this case only, that water will not infiltrate the basement through the Basement Window for a period of 25 years from the date of install.

*The presence of any of the following conditions shall not be considered "Defects" in any Drainage System, WaterGuard™, or CleanSpace™ liner: window well flooding; condensation; water vapor transmission; concrete discoloration; water leaking out of the wall over the Drainage System without a wall system; efflorescence (white powder) on concrete; shrinkage cracks in new concrete; peeling paint; water accumulation in the yard once pumped from the structure; or leaks caused by chimneys, plumbing, or frozen discharge lines.

EXCLUSIONS FROM COVERAGE This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) clogging or malfunctioning of a Product caused by iron bacteria, tree roots, or similar causes; (3) failure to maintain positive drainage away from windows; (4) failure to direct downspouts sufficiently away from the Property foundation; (5) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (6) exterior Waterproofing (7) items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

Limited Warranty (Continued)

LIMITED REMEDY Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation and Customer holds Contractor harmless from: (a) water damage to the Property or personal property; (b) damage to real or personal property such as walls, wall coverings, sheetrock, finished /unfinished flooring, door and/or window framing, concrete, exterior veneers, cabinets, any other rigid materials, or including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job, or alleged to have been done during a foundation lifting operation; (c) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (d) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (e) damages arising from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; and (f) damages caused by mold or water seepage including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Lien Notice: Contract work and change orders are subject to lien in the event of non-payment. The property owner has been notified that contractors, subcontractors, and material suppliers to provide labor, skill, or materials for the improvement of real property have the right to file a claim for lien against the property in the event of non-payment. Chapter 514 Minnesota Statutes "(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice." Chapter 779 Wisconsin Statutes "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid". Chapter 572 of the Iowa Code may permit the enforcement of a lien against this property to secure payment for labor and materials supplied. "Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property." MNLR Internet Web site address (sos.iowa.gov/MNLR) and MNLR toll-free telephone number (1-888-767-8683).

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

AMERICAN WATERWORKS

TF (800) 795-1204

O (507) 200-2737

F (507) 517-3809

www.american-waterworks.com

1307 Valleyhigh Dr NW

Rochester, MN 55901

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

Buyer Signature: Lee Carshwell Date: 8/17/2021

Seller Signature: [Signature] Date: 8-17-2021