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Licensed & Insured

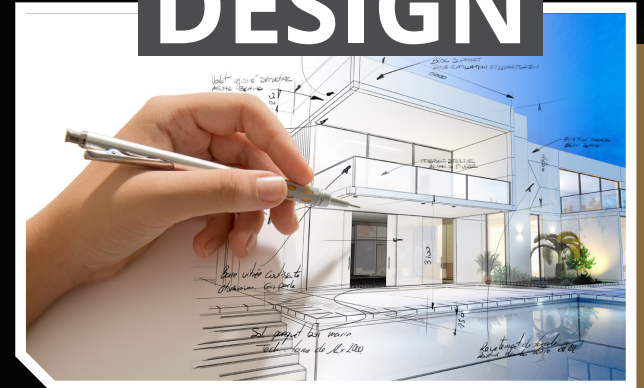


Client \_\_\_\_\_

## DISCOVERY



## DESIGN



PLATINUM



GOLD



SILVER

## OPTIONS

**HELPING PEOPLE. LASTING RESULTS.**

# Discovery

Incoming call : Date: \_\_\_\_\_ Owner of property: **(YES) (NO)** Date of appointment: \_\_\_\_\_ Exterior - Interior - Masonry - Concrete - Home

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Best contact number: \_\_\_\_\_

Best e-mail: \_\_\_\_\_

Other Decision Makers: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Tell me a little about your project:

*After initial introduction on location*

1. Would it be ok if we discuss some of the details regarding your project? .... this will help insure we get the results your looking for!
2. Do you have any sketches or drawings? If yes, would you mind sharing them with me? If no, that's ok we will cover that today!
3. Is there anything else you don't like about your existing ( \_\_\_\_\_ )?
4. Have you ever done a construction project? Y / N \_\_\_\_\_
5. What's the biggest thing your hoping to achieve by doing ( \_\_\_\_\_ )? \_\_\_\_\_
6. Do you have any questions or concerns about any other portion of your property or home \_\_\_\_\_?
7. Hypothetically if you were to move forward, how do you envision this project to go as far as time lines and completions dates?

Start date \_\_\_\_\_ *TIME LINE DATE* \_\_\_\_\_ Finish date

8. Service Type: \_\_\_\_\_ Project Manager: \_\_\_\_\_ Crew: \_\_\_\_\_

9. Safety Concerns: \_\_\_\_\_



## 10 Year Workmanship Guarantee



Your Platinum investment is stamped with a 10 year workmanship guarantee!

JM Inc's platinum investment warrants our project to be free from defects in workmanship from date of installation to the original owner with an 10 year workmanship guarantee.

### Terms:

Your 10 year guarantee is on workmanship and not a materials warranty, materials would be covered under the manufacturers warranty. This 10 year guarantee is non-transferable from original owner and is void upon resale of unconditional guarantee workmanship.

### Qualification:

Your investment of the Platinum System must be paid in full. During the terms of your 10 year workmanship guarantee, if defects in workmanship are found, original home owner must notify JM Inc. within 10 days by telephone or e-mail and confirm by written notice.

Limitations: Guarantee does not cover acts of omissions of other trades, natural weathering, recommended maintenance, lightning, flood, earthquake or any natural disaster or unusual phenomenon of elements.

*Ken Johnston - Founder*

**JM Inc.**

# Notes

Tell me a little about your project:

# Discovery

12 – Like with any project... making sure the budget numbers are real and there are no surprises later... is pretty important. Wouldn't you agree?  
What our clients have found, is this little step to be very valuable and it really points us in the right direction.

**We can take most projects and break them into three categories or budget areas**

An empty rounded rectangular box with a thin grey border, intended for a budget category.An empty rounded rectangular box with a thin grey border, intended for a budget category.An empty rounded rectangular box with a thin grey border, intended for a budget category.

13 - Taking a look at each box, which category do you believe fits your budget? This is just a plumb line as to which direction we move to next!

# Design

## Sketch and Design



# Design

## Sketch and Design





# Options



10 Year Workmanship Guarantee

Investment Total \_\_\_\_\_



5 Year Workmanship Guarantee

Investment Total \_\_\_\_\_



2 Year Workmanship Guarantee

Investment Total \_\_\_\_\_



# Agreement

**Terms:**

Your guarantee (*based on your choice*) is on workmanship and not materials, which would be covered under the manufacturer's warranty. This workmanship guarantee is non transferable.

**Qualification:** Your investment of the Platinum / Gold / Silver system must be paid in full. During the terms of the workmanship guarantee, if defects in workmanship are found, original home owner must notify JM Inc. within 10 days by telephone or e-mail and confirm by written notice.

Limitations: guarantee does not cover acts of omissions of other trades, natural weathering, recommended maintenance, lightning, flood, earthquake or any natural disaster or unusual phenomenon of elements.

**PRE-LIEN NOTICE** to (Owners Authorized Agents) by Contractor:

\*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 contributions.

**Authorization:** I have authorized work task to be completed. I agree that seller retains title to equipment or product and materials furnished until final payment is satisfied.

Date: \_\_\_\_\_ Level plan : \_\_\_\_\_ Start date: \_\_\_\_\_ Planned completion date: \_\_\_\_\_

Client's Name: \_\_\_\_\_ Project Location address: \_\_\_\_\_

Total Investment: \_\_\_\_\_ Payment terms: \_\_\_\_\_

Amount down: \_\_\_\_\_ Payment method: \_\_\_\_\_ Date: \_\_\_\_\_

Clients authorization: \_\_\_\_\_ Printed name \_\_\_\_\_

Special instructions:

JM Inc. : By \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

## **1. Investment**

Client shall pay the amount of agreement for completion of work. If there is a change at the time of sale in the applicable sales tax, the Investment will be adjusted accordingly.

## **2. Investment amount**

A 33% down deposit on agreed investment is required at time of an authorized agreement for amounts over 10,000 and 50% down for investments under \$10,000. Remainder of balance is due at time of delivery/installation or bill progress. Interest will be charged at 18% APR on payments that are thirty (30) days past due.

## **3. Additional Options**

The Client may request changes (Additional Options) from the original plans. All Additional Options must be in writing and authorized by both parties. The Client must authorize or approve Additional Options and before JM Inc. will proceed with the additional scope of work. 100% of additional amount due upon approval except if additional option is over \$30,000, 50% due upon approval.

## **4. Hidden, Concealed and Unforeseeable Conditions**

The parties agree that in the event a condition arises that requires an extra cost, they shall proceed as follows: JM Inc. shall notify Client verbally at once to expedite agreement as to the charge to correct or cure such condition, and provide a written estimate as soon as practicable. All parties must agree to such extra amount, or agree to a resolution method, or this Agreement may be canceled by either party. For purposes of this section, a "hidden, concealed and unforeseeable condition" shall mean a condition not apparent to JM Inc. This could include but is not limited to a sudden unavailability or scarcity of materials needed to complete project, unexpected surge in costs for materials, or structural problems in original structure that prohibit a secure installation.

## **5. Building Codes**

JM Inc. is agreeing to perform a specific scope of work designed or ordered by the Client or Client's architect for a specific investment. If that specific scope of work needs to be changed in order to meet applicable building codes, then the Client may authorize, at the *Client's* added expense, additional work in order to satisfy the building codes and inspectors. The code work will be done in accordance with the Additional Options clause (#2 above).

## **6. Cancellation of Agreement**

If Agreement is canceled by Client prior to start of Agreement work scope, JM Inc. reserves the right to charge an administration fee of 5% or \$5,000, whichever is less.

## **7. Correction of Work**

Prior to making final payment, the Client may inspect the work to determine if it has been completed according to agreement. Client may prepare a written list of work (a punch list) he/she believes should be completed or corrected according to Agreement. JM Inc. is obligated to correct all work stated on the punch list for which he/she is **responsible** under the terms of the agreement. Client cannot contract with any alternative contractor for the performance or completion of work, nor claim a credit or back charge for the cost of completing any item stated on the written punch list unless JM Inc. has first been given reasonable notice and opportunity to correct the work stated on the punch list. If the Client does contract with an alternate contractor to perform the punch work or otherwise complete the project without first affording the opportunity to JM Inc. to do so, the Client then agrees to accept all work "as is", waives any claim against JM Inc. and agrees to pay the full Agreement Investment without deduction for incomplete or defective work. JM Inc. has the opportunity to take photos if a dispute should occur. Upon JM Inc.'s completion or correction of the work identified on the single punch list, any amount withheld from final payment shall be paid within the next three days to JM Inc.

## **8. Disputes and Remedies**

If a dispute cannot be resolved between the parties, then either party may file suit in an appropriate local court of jurisdiction. If suit is filed in a Superior Court, the dispute will be decided according to the mandatory arbitration rules of the county in which the suit is filed, and each party expressly waives the dollar limits currently in effect according to the mandatory arbitration rules of the county in which suit is filed. The arbitrator shall have authority to determine the amount, validity and enforceability of a lien. Each party waives their right to file any appeal and agree to accept the arbitrator's award as final and binding. If a dispute occurs and either party incurs legal expenses, the prevailing party shall be awarded its reasonable costs and attorney fees.

## **9. Standard Guarantee of Silver package workmanship**

JM Inc. warrants their workmanship for a period of two years (unless otherwise stipulated in agreement .. Platinum, Gold choices) from the date of delivery/installation. They will redo all work that fails due to workmanship in this time period at no cost to the Client. The Client has a period of one month following the guarantee period in which to file a claim against JM Inc. ,but JM Inc. requires that notification of any warranty claim be made within the guarantee period. Guarantee does not cover damages or defects caused from misuse, normal wear and tear, acts of nature, external forces not related to workmanship (i.e. other trades). This guarantee and right to sue for damages are not transferable.

## **10. Breach of agreement**

Any claim or cause of action, regardless of whether the claim is based on breach of guarantee, breach of Agreement, indemnification or tort, must be filed in a court of competent jurisdiction no later than 30 days following expiration of JM Inc's guarantee.

## **Disclaimers**

### **Concrete**

-JM Inc. employees have been trained by methods of the American Concrete Institute.

-Concrete can crack or be damaged by many factors beyond JM Inc's control. Damage can occur from wear and tear, deicers, chemicals, equipment, misuse, abuse, weather conditions and other items that are out of our control and will not hold JM Inc. liable.

-It is normal for concrete to crack. JM Inc. takes preventative measures to help prevent this cracking by properly compacting gravel base, installation of 3" rigid foam for frost protection, use of rebar and/or fiber reinforcement, placement of expansion joint material, and properly cut crack control joints. Cracks that are 3/16 of one inch or less (in height or gap) are considered normal by industry standards. Cracking in concrete **WILL** happen. Cracking that is considered as "normal" conditions as specified will not be replaced under any warranty or workmanship guarantee.

-Concrete sealers will deteriorate over time and will need maintained and re-sealed.

-When matching new concrete color and texture, it is likely the match will not be perfect as we are subject to the unpredictable nature of concrete and cannot guarantee such.

-Each stamp and color concrete project results in its own unique finished product. Many factors can determine the outcome of the coloration of concrete including but not limited to sun exposure and shadow coverage, humidity, and the quality of product from the concrete plant itself. Factors that are out of our control that determine the outcome of the finished product will not hold JM Inc. liable to repair or replace if the product is not satisfactory. We take measures to ensure customer satisfaction and product perfection but cannot guarantee items out of our control.

### **Chimneys**

-JM Inc. cannot guarantee against flashing leaking unless we perform both the sub flashing and the counter flashing on the chimney.

-Any penetrations created in roof for staging equipment will be patched.

-NFPA (National Fire Protection Association) recommends an annual chimney sweep and inspection. Contact MIDTOWN CHIMNEY SWEEPS @ 218-216-7600 or visit [www.midtownsweeps.com](http://www.midtownsweeps.com) to schedule yours today!

### **Excavating**

-Structures cannot be supported on unstable soil. If soil is found unstable at planned dig depth, extra excavation will be necessary and extra costs will apply.

-Any plants, shrubs, or other landscaping inside of excavation area will be removed unless alternative was agreed upon prior to project. Landscaping items replaced by others.

-The use of heavy machinery and larger excavation projects may result in unavoidable damage to existing driveways, yard, etc. JM Inc. employees take preventative measures to protect existing conditions however damage can occur.

### **Foundations**

-If new daintile is tied into existing, the flow will only be as good as the existing daintile.

-Dimpled drainage board installation is recommended against any foundation prior to backfilling. When used in tandem with proper daintile, this will protect against hydrostatic water buildup on the exterior of the foundation.

### **Stucco**

-Ambient temperatures must be above 40 degrees for 24 hours when applying stucco finish coat

-JM Inc. will not be held responsible for existing conditions affecting our work that were not made aware or are unforeseen.

## **Notes**

### **General**

-All debris from construction will be cleaned up and hauled from site.

-Water and electricity to be provided by owner on site.

-All finished surfaces near construction area will be covered and protected during construction to help prevent damage.



*Helping People. Lasting Results.*