

**BUYERS RIGHT TO CANCEL:** You may cancel this agreement or purchase by mailing a written notice to the seller postmarked no later than midnight of the third business day after the date this agreement was signed. You may use this page as that notice by writing, "I hereby cancel" at the bottom and adding your name and address. This notice must be mailed to the above address.

However, in the event of increase in cost of materials and cost of labor, payable by Bauer Roofing, Siding & Solar Solutions, LLC the owner of the property shall be notified of the proposed increase in price, and be permitted to withdraw the agreement of purchase.

Failure to notify contractors of intention to cancel under such terms shall cause the contract to be binding on both parties, at the increased price, in accordance with the terms as submitted by contractor.

The Contractor agrees to carry adequate public liability, property damage insurance and Ohio Bureau of Workers' Compensation in connection with all work executed by it on the owners premises, and assumes all risks, incident to the work done by it.

This contract is the entire contract by and between the parties hereto.

The owner hereby gives Contractor authority to enter said premises at all reasonable times, in order to perform this contract and agrees that all unused materials delivered to said premises by the contractor, in order to perform this contract, shall be and remain the property of the contractor.

Any change in kind or quality of materials, or any change in the work to be done by the Contractor from that specified herein shall be in writing signed by all parties to this agreement and the additional cost of such change or changes shall be paid for by the owner. The Contractor's responsibility hereunder does not include repairing existing defects or replacing existing faulty material in the existing structure, and such work not specified herein shall be done at the owner's expense.

All plans, specifications, and blueprints used in connection with this contract are to be considered as a part of this contract.

Following the three day rescission right period, this agreement is binding on the parties, and CANNOT BE CANCELLED. It is agreed that if the owner breaches the same before delivery of material or commencement of work, that Contractor will incur damages as a result thereof and owner agrees to pay as liquidated damages twenty-five per cent (25%) of the contract price at once to Contractor, and if the breach of this contract by the owner occurs after delivery of materials or commencement of work, the owner will pay to Contractor as liquidated damages twenty-five per cent (25%) of the contract price herein plus the cost of all labor and materials purchased for, used or expended by Contractor on said contract. Any dispute arising from, or related to this Contract shall be determined by arbitration in accordance with the rules of the Better Business Bureau of Dayton-Miami Valley, Inc. 15 West Fourth Street, Dayton, Ohio, and the judgment upon any such determination or award may be entered in any court of competent jurisdiction.

The Contractor shall not be responsible for internal damages to any structure or fixtures under normal application procedure. Bauer Roofing, Siding & Solar Solutions, LLC shall not be responsible for internal damages to any structure caused by roofing or flashing failure after roof installation.

The Contractor shall not be responsible for damage or delay resulting from acts of God, riots, civil commotion or disorders, delays or defaults by carriers or inherent defects in premises on which the work is to be done, or by damages arising by reasons of strikes, fires, accidents, storms, high winds, ice/water dams, traffic on roof, falling objects, or other causes beyond its reasonable control.

Warranties represented are not transferrable.

Objects on walls or ceilings that could be damaged from vibration should be removed prior to installation.

This contract is binding on the heirs, executors, administrators, successors and assigns of all of the parties hereto.

**Invoices which remain unpaid after 30 days  
will incur finance charges of 10% per annum**