



LeafGuard Gulf Coast

4401 S. Pinemont Dr., Suite 216
Houston, TX 77041
Tel.: (713) 682-8227 Fax: (713) 682-6617
www.800GUTTERS.com

Affiliated LeafGuard Offices:

- Atlanta
- Dallas/Ft. Worth
- San Antonio
- Austin
- Denver
- Seattle
- Baltimore
- Houston
- Vancouver, B.C.
- Boston
- Indianapolis
- Virginia
- Chicago
- Kansas City
- Washington, D.C.
- Cleveland
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Built to stay clog-free, guaranteed!™

PROPOSAL AND AGREEMENT

6-21-16

Houston, TX July 21, 2016

BUYER'S NAME: Susan Cooper

JOB ADDRESS: 20518 Cypresswood Dr CITY: Spring ZIP: 77358

MOBILE PHONE: 832-764-0624 HOME PHONE: 713-575-4957 E-MAIL ADDRESS: _____

1. LeafGuard Gulf Coast, ("LeafGuard") proposes to provide installation of a LeafGuard Gutter System complete with 3" x 4" downspouts and the following additional services:
- Hangtite Gutter 5 inch 6 inch Color: _____ Spacer Solid Spacer
- GutterTunnel 5 inch 6 inch Fascia Repair Soffit Repair Remove Existing Gutter

EXCLUDED AREAS: None

LeafGuard gutter color selected: Green LeafGuard downspout color selected: Green
 Owner agrees that any change in color selection after delivery of material to jobsite shall be subject to a 25% fee added to the total contract price.

2. **For LeafGuard patented covered system only:** In addition to LeafGuard's Limited No Clog Warranty on the back of this page, LeafGuard guarantees its installation and workmanship for a period of five (5) years. Further, the work will be accomplished in accordance with LeafGuard's Standard General Conditions printed on the back of this page which is made a part of this Proposal and Agreement and incorporated herein by reference. LeafGuard shall have no obligation pursuant to any warranty until all bills for installation, supplies and services in connection with the gutter system contracted for have been paid in full.
3. **For open gutter and GutterTunnel:** LeafGuard provides a two (2) year workmanship warranty, only.
4. All labor and material necessary to perform the above work will be furnished for the sum of _____ (\$ 12,600.00), (the "Contract Price"). A deposit equal to one-third (1/3) of the Contract Price is due upon execution with the balance due and payable at LeafGuard's office, in full, upon substantial completion of the work. Past due accounts will have a delinquent charge imposed on balance at the rate of one percent per month or 12% per annum. If LeafGuard must utilize the services of an attorney to collect amounts due and owing, customer agrees to pay attorney's fees and such reasonable costs of collection.
5. Any controversy or claim arising out of or relating to this Proposal and Agreement, or breach thereof, shall be settled by arbitration binding on both parties in accordance with the Federal Arbitration Act and the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If binding arbitration is found to be unenforceable by a court of law, then any controversy or claim arising out of or related to this Proposal and Agreement shall first be mediated prior to the institution of any legal action being in any court. The parties agree that mediation expenses will be shared equally. Both parties agree that the arbitrator shall have the right to award attorney's fees.
6. It is the understanding of the parties, that this contract only includes the LeafGuard Gutter System and NO ADDITIONAL WORK is included in this contract. Without limiting the prior statement, the following is specifically included: _____
7. **NOTICE OF RIGHT TO CANCEL:** You have a legal right under federal law to cancel this transaction, without cost, within three (3) business days. If you decide to cancel, you may do so by notifying us in writing at the address above. If Buyer cancels after three (3) business days, LeafGuard shall be entitled to a cancellation fee equal to fifteen (15) percent of the Contract Price. See attached Notice of Cancellation for particular terms.
8. This contract is subject to The Residential Construction Liability Act disclosure contained in the Standard General Conditions on the reverse side.

Down Payment
\$ <u>1590.00</u>
Method: <u>Disc</u>
Balance Due: \$ <u>9510.00</u>

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.

BUYER HEREBY APPROVES AND ACCEPTS THIS PROPOSAL AND AGREEMENT, TOGETHER WITH LEAFGUARD'S STANDARD GENERAL CONDITIONS AND LIMITED NO CLOG WARRANTY ON THE REVERSE SIDE, WHICH BUYER HAS READ AND AGREES TO.

Name: _____

Signed: [Signature]

Date: 7-21-16

LEAFGUARD GULF COAST

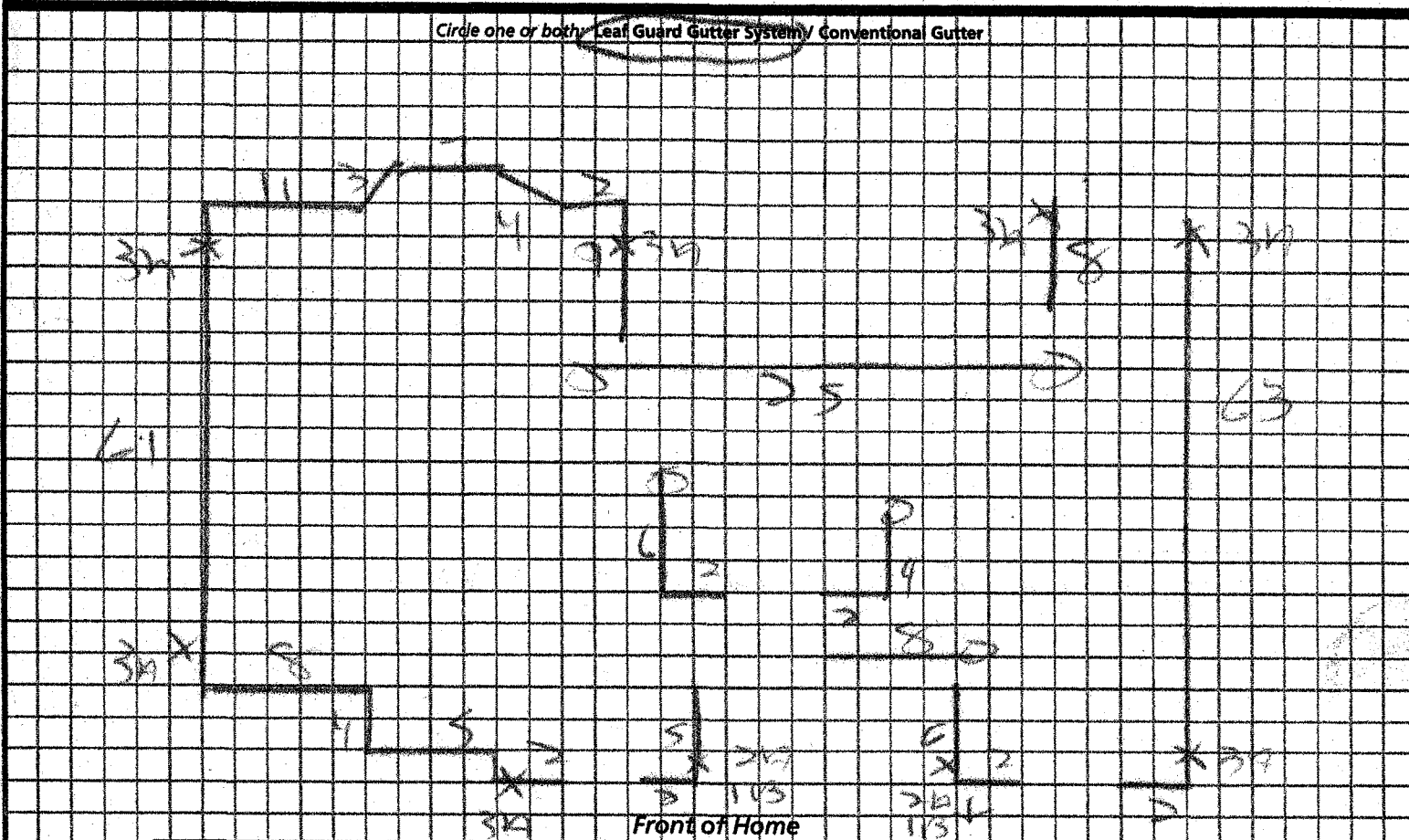
By: [Signature]

Its Sales Representative

Name: SUSAN CARPENTER Phone 713-875-4757 Cell _____

Address: 20518 Cypresswood Dr Houston TX City: SPRING State: TX Zip: 77388

Circle one or both: Leaf Guard Gutter System / Conventional Gutter



Placement of downspouts are subject to change due to low spots in the homes foundation. Additional downspouts may also be added at time of installation to insure warranted performance of gutter system. Initials: XC

<u>231</u> LF Gutter & Color <u>EGG5100</u>	<input checked="" type="checkbox"/> Drain Guards	<u>231</u> L.F. Remove
<u>90</u> LF Downspout & Color <u>EGG5600</u>	<input type="checkbox"/> Undergrounds	<u>231</u> L.F. 1 Story
<u>2</u> # Inside Corners _____ A-Elbows	<input type="checkbox"/> 4" Flex	<u>47</u> L.F. 2 & 3 Story
<u>10</u> # Outside Corners _____ B-Elbows	<input type="checkbox"/> Valley Flow Reducer	<input type="checkbox"/> Reconnect D.S.
<u>4</u> # Bay/Custom Corners _____ C-30° Elbow	<input type="checkbox"/> Spacer/Solid/Shank	<input type="checkbox"/> L.F. Micro 5" 6"
<u>—</u> # Inline Valley _____ End Caps	<input type="checkbox"/> Hood Connect	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Outside Power

Special Instructions: REFERANCE FROM TRISH CARPENTER
\$200 GIFT CARD

Yes No Yard Sign

ACKNOWLEDGEMENTS
This work order of my project has been explained to me, and I accept it as part of my agreement:
Susan Carpenter 7-21-16
SIGNATURE DATE
The above work has been completed to my satisfaction.
I agree to pay any and all balances due:

SIGNATURE DATE

Sales Rep: Eckard Fascia Detail 1x6
Date: 7-21-16
Amount \$ 10,600.00
SLANTED FASCIA Y N
OPEN RAFTERS Y N