

May 11, 2018

Ms. Kelly Bellinger
15415 Roscommon Ln
Granger, IN 46530

Dear Kelly,

At Peacock & Company, our goal is to provide high-quality, full service remodeling that meets or exceeds your expectations. This detailed proposal outlines all aspects of your kitchen remodel. We believe that spelling out all of the details on the front end leads to clearer expectations, timely completion and a much smoother process for everyone.

The following are critical areas that are included in our construction process that are often overlooked and/or not considered when deciding on a remodeling project.

1. Communication

In order to ensure a successful project, we believe in open communication between you, the homeowner, and all members of the Peacock and Company team, particularly the Project Manager. In remodeling, there will be questions that arise and/or decisions to make and it is imperative that we can communicate promptly and effectively.

While this proposal strives to be comprehensive of all the work required to complete your project as described, at times there are unforeseen challenges or changes that you wish to make.

To ensure clear communication, any additional costs, including changes at the owner's request, or hidden structural elements, mechanical deficiencies, etc. will be executed only upon a written Change Order signed by the customer, agreeing to the additional cost.

Initial _____ 1
Date _____

2. Start-up Meeting

A pre-construction meeting will be held on site before we begin the job. The meeting will cover:

- An introduction to your Project Manager and our Production Manager.
- The Start Up Meeting Planning Document that we ask you to complete prior to our meeting.
- The detailed proposal to ensure that everyone is clear on all aspects of the project.
- Any questions that you may have.
- Key/Entry preferences.
- A tentative schedule for the project.

3. Project Management

Our agreement includes on-site coordination of the project by a Peacock & Company Project Manager/Lead Carpenter, who will be your main point of contact during the project. The project manager is responsible for:

- Keeping you informed of all of the elements of the project
- Maintaining control of the subcontractors and the schedule.
- Communicating with you to ensure that the project is meeting your expectations.

4. Project Preparation and Care

We understand the stress that remodeling can bring, and we pride ourselves on respecting your home and maintaining a clean job site. The job site will be:

- Prepared with protective floor covering in traffic areas of construction to keep your home free off damage and sealed off as appropriate to minimize dust and mess.
- Kept clean and orderly each day.
- Swept daily.
- Cleared of demolition debris weekly and all extra materials upon completion.

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Date _____

5. Project Satisfaction

We aren't finished until you are satisfied. Prior to completion you will be asked to fill out a "punch list" with any items in the project that need attention. Completion of this punch list will give your agreement that the project is complete. We provide a 2-year warranty on workmanship and materials used to build your project.

Upon completion of your project, you will receive a survey, via email, from *Guild Quality*. The values we strive to demonstrate in our work with you are: communication, construction quality, organized and professional, integrity, reliability, care and teamwork. We rely on the Guild Quality Survey to get your valuable feedback on how we demonstrated these values. Completing this survey helps us measure of how we did. It's our basis for rewarding employees, addressing development opportunities and measuring our success. It's our "report card" and your input is critical to us.

General Description of Project

We propose to remodel your kitchen to create a larger island, updated cabinetry, countertops, fixtures, and backsplash. After the kitchen proposal, we will detail out a partial master bathroom and powder room update.

Removals

We will remove the following items from your kitchen:

- Cabinets, countertops. Select cabinets to be relocated to the basement, we will donate cabinets you don't wish to save to ReStore.
- Dishwasher and Refrigerator removed. Fridge to be installed in the garage, dishwasher disposed.
- Electric range and over the range microwave
- Sink, Faucet, Disposal – preserve disposal for reinstallation.
- Room Crown Moulding – only where new cabinets are going to the ceiling.
- Island light, dinette light, living room light.
- Valances (2)

Please note that this proposal does not include the modification of obstacles that may be discovered after removal of walls or soffits unless otherwise noted. This would include plumbing, electrical, HVAC, or other obstacles that may interfere with the new design. We will address the cost for relocation or removal on a separate change order.

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Date _____

Preserve Items

Flooring will be preserved. The flooring under the island may be a different color but will be covered by the new cabinets.

Heating and Air Conditioning

A new blower will be installed in cabinetry over the range. We will duct up into the ceiling and out the sink wall. We are assuming this joist bay is empty to allow for this plan. If upon demo this is found to not be possible, a change order would be presented for an alternative venting plan.

Plumbing

Our licensed plumber will do the following plumbing work:

- Connect the water line to the fridge. Use RO line that is currently running to the sink.
- Install new kitchen sink & faucet with new shutoffs, supply lines, drain kit and p-trap.
- Install garbage disposal (existing).
- Install water and drain connections for the dishwasher. Install dishwasher.
- Connect the range with a new flexible gas line connector. We are assuming that there is currently a gas line with shutoff behind your electric range.

Electrical

Our licensed electrician will do the following electrical work:

- 2 Pendant light openings over island (lighting by others)
- 1 Island receptacle
- 1 Microwave plug
- 1 Hood wiring
- Remove/ Install new light fixture (by others) at dinette, existing location
- Remove/ Install new light fixture (by others) in living room, existing location
- Additional outlet in top drawer at bar area.
- Relocation of phone jack TBD, not included in this proposal.
- LED Tape under 36" wide wall cabinet right of range, corner wall cabinet, 30" wide cabinet left of fridge, (2) 27" wide cabinets, & 12" wall cabinet left of range.
- Relocate backsplash devices into undercabinet plug-mold
- Add section of undercabinet plug-mold at new countertop area.

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Date _____

Unless specifically stated, all light fixtures and bulbs are to be purchased separately by the customer. Installation of all light fixtures and bulbs is provided in our proposal.

Interior Walls and Ceilings/ Drywall

Walls will be repaired/ skim coated due to cabinet, valance (2), and backsplash removal as needed, not to a paint ready surface as they will be covered with new cabinets and backsplash tile.

Please note that this proposal does not cover unforeseen damage to inside the walls and ceiling. If repairs need to be made before the project can move forward a change order must be written up and signed by the homeowner and the contractor.

Flooring

No flooring repairs or refinishing work is being proposed.

Cabinetry

We will install new perimeter and island cabinetry to include the following:

- W(363403)B Wall 30" High Butt Drs
 - RD Reduce Depth Wall No Drawers
 - FTK-W Flush Toeboard Wall Cabinet
- W(363403)B Wall 30" High Butt Drs
 - RD Reduce Depth Wall No Drawers
 - FTK-W Flush Toeboard Wall Cabinet
- STW2748B Stacked Wall 27W 48H 12D Butt
- STW2748B Stacked Wall 27W 48H 12D Butt
- STWD2448L Stacked Wall Diag 24W 48H L
- STW3048B Stacked Wall 30W 48H 12D Butt
- W(363024)B Wall 30" High Butt Drs
 - TD TD insert in wall cabinet
- STW1248L Stacked Wall 12W 48H 12D
- W3621B Wall 21" High Butt Drs.
 - ID Increase Depth Wall No Drawers
- W(361518)B Wall 15" High Butt Drs
- STW3648B Stacked Wall 36W 48H 12D Butt
- 3BD24 3-Drawer Base
- BMWSD27 Base Microwave w/Shallow Drawer
- BD36D Drawer Base Pot/Pan

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Date _____

- W9648BP Cross-Grain Panel
- B(273412) Door/Drawer Base
 - RD-DRW Reduce.Depth Base w/Drawers
 - FTK-B Flush Toe Board Base
- B(273412) Door/Drawer Base
 - RD-DRW Reduce.Depth Base w/Drawers
 - FTK-B Flush Toe Board Base
- BWB21 Base 21 Wastebasket w/ Drawer
- CNTYSB36B Country Sink Base
- 4BD18 4-Drawer Base
 - WTCD18 Installed Wood Tiered Cutlery Div.
- B12R Full-Ht Door Base
- B12L Door/Drawer Base
 - TDRO12 Tray Divider Roll-Out
- 3BD24 3-Drawer Base
 - CUDD24 Cooking Uten Div Diag Wd 24w
- BC3639R Base Corner Blind Right
- WREP1.524108 Wood Ref Panel {L}
- WREP1.524108 Wood Ref Panel {R}
- WTO4.5 Wood Toeboard 96"
- Approx. 24" wide x 30" high Door for paneled dishwasher by others

* Base cabinets at bar area should be pulled forward to allow the countertop to be flush with the side walls.

Cabinets for your remodeling project are by Homecrest

Species Choice:	Maple/ MDF	Homeowner Initial _____
Finish/Paint Choice:	Alpine White	Homeowner Initial _____
Style Choice:	Dover	Homeowner Initial _____
Overlay Style:	Full	Homeowner Initial _____
Drawer Front:	5-piece Drawer	Homeowner Initial _____

Please see attached elevations and floor plan for final cabinet review.

Cabinet Hardware

Cabinet hardware will be supplied by others, installed by Peacock.

Countertops

Countertop Material is: Quartz
Color Selection is: Color Quartz Supra White
Edge Selection: TBD
Backsplash: No Countertop backsplash

Countertops are figured for the perimeter only; no island countertop is being proposed. Someone else would be responsible for the construction and installation of this top.

All appliances and plumbing fixtures must be at the job site on the “scribe” date. We will need these items to determine cutouts and placement of holes. Homeowner should plan to be at home for this process and we will try to give advance notice for this visit. Homeowner should be aware that there could be visible seams depending on their cabinet layout and material selection.

Due to the custom nature of the measuring and fabrication process, there may be reduced activity onsite from the measure date to the installation date, depending on the job scope.

Tiled Backsplash

IC White 4” x 12” Backsplash tile from top of countertop to bottom of wall cabinets/ window on the L-shaped area of the kitchen and the bar area.

Matte Ultra White

Grout: 45 Raven

Kitchen Fixtures

Sink: DD20102000415 Apron Sink
Flat side out (don’t install with moulding out)
Faucet: D64044LFBGL "LITZE" PULL-OUT SPRAY
Disposal: Reinstall existing
Disposal Flange: 4352557 Stainless Steel Disposal Flange

Interior Trim

Reinstall removed sections of crown moulding at top of new wall cabinets, adding sections to match as needed.

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Paint

We will paint the walls, ceiling, room crown moulding, and window above sink with one coat of primer, two coats of latex paint, color TBD, Sherwin Williams brand.

Appliances

Peacock and Company will not be providing any appliances for this proposal. We will project manage the delivery of appliances by the appliance supplier as needed according to the job schedule. We will provide “rough-ins” as described in the main proposal.

Appliances we are planning for in our proposal:

Cooking:	New 36” wide slide-in gas range, purchased by you. This should be delivered to your garage during the project. We will install towards the end of the project.
Microwave:	24” Microwave drawer in island
Ventilation:	Blower installed by Peacock in wood hood above range
Cleaning:	Panel ready DW purchased by you, installed by us
Fridge:	36” wide x 72” tall cabinet depth fridge, style TV

Peacock must be notified of any changes so we can change the plumbing and/or electrical plan if needed. Cabinets may be custom ordered according to the appliance specifications and cannot be changed.

Miscellaneous

Construction may begin in June 2018 and will take approximately 4-5 weeks to complete. We have factored in certain efficiencies related to you staying off site during construction work.

Kitchen Project Price:

\$ 38,440.00

Homeowner Initial _____
Designer Initial _____

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Powder Room

Removals

We will remove the following:

- Vanity light and Mirror

We will install homeowner supplied mirror and light.

Option Price: **ADD** **\$ 155.00**

Homeowner Initial _____

Kitchen **\$ 38,440.00**
Powder Room **ADD \$ 155.00**

Total Price (including options) \$ 38,595.00

Homeowner Initial _____

Designer Initial _____

Thank you for considering Peacock & Company, we look forward to working for you and with you.

Sincerely,

Nick Donovan
Designer
Peacock & Company

BUILDING CONTRACT

1. GENERAL CONDITIONS

The general conditions herein set forth shall apply to any contract given under these specifications and shall be binding upon every sub-contractor as well as General Contractor. The plans, elevations, sections and detail drawings (collectively, the "drawings"), together with these specifications, and together with the separate Contractor Limited Warranty and the Indiana Quality Assurance of Builder Standards, form the basis of the contract and are to be of equal force.

CHANGE ORDERS

Any deviation from these specifications or plans involving an extra charge or a credit must be agreed **UPON IN WRITING** between Owner and Contractor, and shall require the execution of a change order by both parties. Additionally, additional labor will be billed at \$45.00 per hour; materials and subcontractors will be billed at cost plus 30% to cover handling, arrangement, and coordination.

INSURANCE

The Contractor will provide liability insurance and worker's compensation insurance in full until completion of the building. Fire and windstorm insurance during construction is to be provided by the Contractor. Contractor shall furnish contractor's liability to the extent of items furnished by Contractor, its subcontractors, suppliers and material men only. Peacock & Company is not responsible for any injuries of homeowners or persons on the job not employed by or subcontracted by Peacock & Company.

Owner shall carry fire, tornado, and other necessary insurance.

ATTORNEY'S FEES

If the Contractor brings any action, at law, in equity, or an action that is submitted to arbitration, including an action for declaratory relief, to enforce or interpret this contract, the Contractor, if it prevails upon said action, shall be entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be awarded.

WAIVER AND RELEASE

Owner has full knowledge of and appreciates the risks of visiting a construction site, including injury to physical health and/or death, from actions including, but not limited to, slipping, falling, impact from equipment, impact from machinery, and falling objects. In the event Owner decides to visit the construction site Owner understands, acknowledge, and (to the fullest extent permitted under law) assumes these and all other risks, including any risks that are unanticipated. Owner further agrees that Owner is solely responsible for the conduct and injury (including death) of any third party who visits the construction site. With this knowledge, and for valuable consideration Owner, on behalf of Owner and/or any third party visiting the construction site, **COVENANTS NOT TO SUE, WAIVES ALL CLAIMS AGAINST, AND RELEASES** Contractor and all individuals and entities affiliated with Contractor (the "Released Parties"), jointly and severally, from all actions, suits, causes of action, claims or demands of any kind whatsoever, whether caused by the negligence of any or all of the Released Parties, any third-person, or otherwise, whether foreseen or unforeseen, arising from and/or related to Owner and/or any third party expressly including (but not limited to) claims of personal injury (whether permanent or temporary), death, property damage, emotional distress/mental injuries, and/or privacy. If a claim and/or cause of action is brought against any of the Released Parties due to injury or property damage by Owner or any third-party Owner (and/or Owner's successors) will indemnify the Released Parties from such claim(s) and/or cause(s) of action, with said indemnification including reasonable attorneys' fees. Owner further agrees that the construction of this Waiver and Release will be in accordance with applicable State law, and if any portion is deemed to be void, it is severable and the remaining portion(s) will remain in full force.

OWNER'S INITIALS _____

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Date _____

2. BUILDING CONTRACT

WE, THE UNDERSIGNED, have read the foregoing specifications, prepared in duplicate, and accept them as correct and hereby acknowledge receipt of one copy for each party hereto.

THIS AGREEMENT is made this 1st day of May, 2018, by and between Peacock & Company, Inc., an Indiana corporation (the "Contractor"), and Kelly Bellinger (the "Owner").

The Contractor and Owner for the consideration hereinafter named agree as follows:

- A. The Contractor agrees to provide the materials as specified and to perform all the work shown on the drawings and subscribed in the Specifications and to do everything required by the General Conditions of the Contract, the specifications and the drawings.
- B. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of Thirty-Eight Thousand Eight-hundred Sixty-Seven Dollars (\$ 38,867.00) subject to any additions or deductions to the General Conditions of the contract agreed upon in writing, Payments shall be paid on account hereof upon presentation of proper lien waivers, as the work progresses and as follows (mark applicable option):

The owner agrees to pay the Contractor for remodeling services at land located at 15415 Roscommon Ln. Granger, IN 46530 for the sum of Thirty-Eight Thousand Eight-hundred Sixty-Seven Dollars (\$ 38,867.00), payable as follows:

\$11,660.10 (30%) – down payment

\$13,603.45 (35%) – upon completion of demo, start of rough-ins

\$11,660.10 (30%) – upon start of setting cabinets

\$1,943.35 (5%) – upon completion of project

OWNER SPECIFICALLY AGREES THAT THE DRAW SCHEDULE SET FORTH ABOVE IS NOT SUBJECT TO CHANGE AND, TO THE EXTENT ANY LOAN FINANCING IS NECESSARY, OWNER SHALL OBTAIN LOAN FINANCING FROM A SOURCE WILLING TO ACCEPT THIS SCHEDULE. IN THE EVENT OWNER'S LENDER WILL NOT ACCEPT THIS DRAW SCHEDULE, OWNER WILL OBTAIN ALTERNATE FUNDING OR CONTRACTOR MAY TERMINATE THIS CONTRACT.

Balance in full is due upon completion and or before Owner takes possession. Small, special/customer ordered items that are not received at the time of final invoice shall not delay completion. Final payment is still required.

- C. It is expressly agreed and understood that any unpaid amounts due the Contractor fifteen (15) calendar days after written request for construction draw is given by the Contractor to the Owner, that a charge of two percent (2%) per month will be made until all amounts due the Contractor have been paid.

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Date _____

- D. Owner is responsible for the cost of moving any utilities (electric, gas lines, meters) or installed systems (burglar alarms, sprinklers, etc.) if required unless exactly noted in the attached Specifications.
- E. Hidden structural defects uncovered during the demolition phase must be repaired for project completion.
- F. EXECUTION OF EXPRESS AND IMPLIED WARRANTIES ON CONCRETE: Contractor makes no warranty, express or implied, except as specified in the Contractor Limited Warranty, as to the cracking, pitting or flaking of any concrete furnished for this residence. Concrete is a very rigid, brittle material which generally cracks in our climate. Contractor does not warrant this material against cracking, pitting or flaking, except as specified in the home warranty. This exclusion of warranty is a part of this agreement and Owner acknowledges that he has read and agrees to this provision.
- G. The Contractor excludes any and all implied warranties, including, but not in limitation, the implied warranties of habitability. These warranties are replaced by the express written warranties which accompany this Contract, as a separate document.
- H. The Contractor and the Owner agree that the General Conditions, the Specifications and the Drawings, any Purchase Agreement, and the Contractor Limited Warranty together with this Building Contract form the Contract between the Contractor and the Owner, as if hereto attached.
- I. Items purchases and/or installed by the Owner will not be covered by the Contractor Limited Warranty. See Exhibit "A".
- J. Work scheduled and/or done by the Owner will not be covered by the Contractors warranty. Any additional fees incurred by the Owner or outside source will not be covered by the Contractor. See Exhibit "A".
- K. This Agreement shall be governed by and construed according to the laws of the State of Indiana; and exclusive jurisdiction and venue for any proceedings involving this Agreement shall be in the state and federal courts located in St. Joseph County, Indiana.
- L. During the course of the project, Contractor may take pictures. Owner expressly provides Contractor with permission to use any pictures in display books and marketing efforts. Additionally, Peacock & Company may display a yard sign in Owner's yard during the course of the project, and Owner expressly waives any objection thereto.
- M. Owner shall not sell, transfer, convey, or encumber the property on which the remodeling work is being constructed without the written consent of the Contractor during the term of this Contract.
The Contractor and Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the obligations covenants herein contained.

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Date _____

IN WITNESS WHEREOF, the Owner(s) and Contractor have executed this agreement the day and year first written above for the purchase price of (\$ 38,867.00) as referenced above in Paragraph B.

OWNER:

PEACOCK & COMPANY, INC.

By: _____

OWNER:

DATE: _____

CONTRACTOR’S LIMITED WARRANTY

Peacock & Company, Inc. (the “Contractor”) warrants all materials and workmanship to be free from defects, according to the Indiana Quality Assurance Builder Standards in effect on the date of the Building Contract, for a period of two (2) years from completion (the “Warranty Period”), subject to any exceptions provided in the Building Contract.

This Limited Warranty only applies to materials and workmanship performed by the Contractor. This warranty does not include damage which may occur as the result of improper maintenance, non-intended purpose, or normal wear and tear. This warranty shall not apply to any materials or workmanship previously or subsequently provided by anyone other than the Contractor.

- a. The Contractor further warrants:
 - 1. During the Warranty Period, any work performed by the Contractor will be free from defects caused by faulty workmanship or defective materials.
 - 2. During the Warranty Period, any work performed by the Contractor will be free from defects caused by faulty installation of:
 - a. plumbing;
 - b. electrical;
 - c. heating;
 - d. cooling; or
 - e. ventilating systems, exclusive of fixtures, appliances, or items of equipment.
 - 3. During the Warranty Period, any work performed by the Contractor will be free from defects caused by faulty workmanship or defective materials in the roof or roof systems of the new home.
 - 4. During the Warranty Period, any work performed by the Contractor will be free from major structural defects caused by faulty workmanship or defective materials.

The Contractor will remedy any defects in material or workmanship during the Warranty Period by repair or replacement. The Contractor reserves the option to determine whether the remedy shall be repair or replacement. To make a claim on this warranty, contact the Contractor headquarters at the address listed below. Claims must be made within thirty (30) days of discovery of the defect. No claim will be processed if it is received more than thirty (30) days after the expiration of the Warranty Period.

This Limited Warranty will be governed by and construed under the laws of the State of Indiana without regard to conflict-of-laws principles that would require the application of any other law. The venue for any dispute between the buyer and the Contractor relating to the terms and enforcement of this Limited Warranty shall be St. Joseph County, Indiana. In the event of any lawsuit being filed by the Owner or anyone on the Owner’s behalf, the prevailing party in such lawsuit shall be entitled to recover his/her/its attorneys’ fees and legal expenses incurred in relation to the lawsuit.

**PEACOCK & COMPANY, INC.
1147 Mishawaka Avenue, South Bend, IN 46615**

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Date _____

ACKNOWLEDGMENT

Simultaneously upon the execution of this document, Peacock & Company, Inc. is providing the undersigned(s) with its written Contractor Limited Warranty. Pursuant to that warranty, and pursuant to the written construction contract executed with Peacock & Company, Inc. ("Contractor"), each of which are incorporated by reference, the undersigned acknowledges and agrees that **THE CONTRACTOR DID NOT WARRANT, AND DOES NOT WARRANT, ANY ITEMS NOT INSTALLED, SERVICED, OR ANY LABOR WHICH IT OR ITS SUBCONTRACTORS DID NOT DIRECTLY PROVIDE. IF THE OWNER SEPARATELY CONTRACTED ANY SUBCONTRACTOR, EMPLOYEE, OR OTHER PERSON OR ENTITY FOR ANY LABOR OR MATERIALS WHICH ARE INSTALLED, CONSTRUCTED ON OR PROVIDED TO THE HOME OR LOT, OR IF OWNER DID ANY WORK OR PROVIDED ANY MATERIAL, THOSE ARE NOT COVERED BY ANY WARRANTY OF THE CONTRACTOR EVEN IF THAT TYPE OF ITEM IS SPECIFICALLY MENTIONED WITHIN THE WARRANTY OR THE BUILDING CONTRACT WITH THE CONTRACTOR. FOR EXAMPLE, IF THE OWNER PROVIDED ITS OWN CARPET AND/OR SEPARATELY CONTRACTED TO HAVE CARPET INSTALLED OR CABINETRY, EVEN THOUGH THE CONTRACTOR'S WARRANTY ADDRESSES CARPET AND CABINETRY, THOSE ITEMS WOULD NOT BE COVERED BY THE CONTRACTORS WARRANTY. IN THIS CASE, AMONG THOSE ITEMS EXCLUDED FROM THE WARRANTY ARE:**

The parties have executed this Acknowledgment this 1st day of May, 2018.

OWNER(S):

PEACOCK & COMPANY, INC.:

(Signature of Owner #1)

BY: _____

(Printed name of Owner #1)

(Signature of Owner #2)

(Printed name of Owner #2)