

DeVere Insulation Home Performance

PROPOSAL

7525 Connelley Drive

Hanover, MD 21076

Phone: (443) 770-1111 Fax: (410) 553-0519

Web: www.devereinsulation.com

Client # 01-0044467

Daniel Hellerstein

1909 Franwall Ave.

Silver Spring, MD 20902

Job # 120334902

1909 Franwall Ave. - Audit from Ecobeco

1909 Franwall Ave.

Silver Spring, MD 20902

Prepared 3/10/2012 by Sean Millham

PLEASE NOTE: Proposal indicates items required for each Phase of the Job, followed by optional upgrades or sequences for that Phase. Initial acceptance of desired options in the box to the left of the item and optional costs will be added to contract price. This Proposal and the separate Terms and Conditions page together comprise your contract with DeVere Insulation Home Performance. You must sign both this Proposal and the Terms and Conditions page and return them to DeVere Insulation Home Performance in order to accept DeVere Insulation Home Performance's offer and enter this contract.

Phase: Air Seal Attic

Work Area

Attic

Access Panel - Pull Down Stairs

Attic

Attic

Attic

Material

3" Rockwool

Energy Sheild 22.5"x54"x11"

Fan Fold 1/4" Dow Board

Foam & Caulk Sealant Package - Air seal accessible penetrations and top plates

Whole House Fan Box Cover - From Inside Attic

Comments

Flue

Large voids

Phase Total: \$1335.15

Phase: Air Seal Unfinished Basement

Work Area

Unfinished Basement Rim Joist

Unfinished Basement Rim Joist

Unfinished Basement Rim Joist

Material

Foam & Caulk Sealant Package

R-19 Unfaced Fiberglass Batt Insulation

Remove Batt Insulation

Comments

Phase Total: \$325.50

Phase: Blown Attic Insulation

Work Area

44" Baffles

Attic

Material

44' Baffles

R-38 Cellulose Blown Insulation

Comments

Blow R-38 over existing material and bury ducts where feasible

Phase Total: \$2122.70

Phase: Crawl Space Insulation

Work Area

Crawl Space Walls

Crawl Space Walls

Crawl Rim Joist

Crawl Rim Joist

Material

3/4" Rigid Board Foamular

Foam & Caulk Sealant Package

Foam & Caulk Sealant Package

R-19 Unfaced Fiberglass Batt Insulation

Comments

Cover existing foam board and fill in gaps

Seal seams

Phase Total: \$331.00

Phase: Ducts

Work Area

Attic

Material

Double Bubble Duct Wrap

Comments

Wrap ducts

Phase Total: \$172.50

Total Price: \$4286.85

Payment may be made by check, Visa, Master Card, Discover and American Express.

This proposal is good for 20 days from prepared active date above.

**COMBUSTION SAFETY TEST FAILURE. DEVERE CANNOT WORK UNTIL FIXED AND DOCUMENTED.
CONSULT WITH ECOBECO AUDITOR FOR MORE INFORMATION.**

Purchaser Acceptance: _____ Date: _____

Authorized Signature

Please print name

Seller Approval: _____ Date: _____

Authorized Signature

Terms

Net cash upon completion for individual jobs; contracts, with prior approved accredit, which in course are carried over month to month shall be payable on the 10th of each month to extent of amount billed; no retentions allowed; disputed items must be brought to the attention of DeVere Insulation within (10) days in writing; 5% each month will be added to unpaid past due balances on last day of month. Should it become necessary to place this amount in the hands of an attorney for collection, the buyer agrees to pay for all and any costs of collection including reasonable attorney's fees of 25% based on the unpaid balance.

Conditions

- 1) All agreements are conditional upon strikes, accidents, proper working condition supplied us, acts of government, acts of God, or other delays or conditions beyond our control.
- 2) No back charges or pro-rata expense charges are to be made against seller unless specifically agreed upon prior to incurring such expense. Any labor ordered other than normal working hours is to be paid overtime.
- 3) Jobs not ready for work when ordered for a specific date may be subjected to a minimum charge by seller of \$10.00 up.
- 4) Workman's Compensation, liability and property damage insurance furnished per our standard.
- 5) On installed jobs requiring same, use tax included, sales tax never included.
- 6) All work to be performed in accordance with manufacturer's recommendations and standard practices of the trade.
- 7) Title to materials, whether installed or not shall remain with seller until 100% paid for.
- 8) Where applicable, purchaser will receive (or permit us to receive) near the site of work, and properly protect from damage or loss, the materials for carrying out this contract and allow us free and reasonable use of light, heat, water, power available elevators, hoists, etc. necessary to perform this contract.
- 9) All oral or written agreements, statements, or representations made by or on behalf of this company are expressed or superseded by this proposal. This contract contains in writing and print the entire contract between the parties thereto. No warranties or guarantees, expressed or implied, are made by the seller except those set forth in this contract.
- 10) If the course of this contract extends beyond 6 months, actual material price or labor escalation +25% overhead may upon written notice be added thereto without jeopardy of contract to seller.
- 11) This proposal is subject to written acceptance within 20 days of its date and will become binding upon us as a contract when finally approved by an officer of DeVere Insulation.
- 12) If as a result of this proposal, work is performed without a properly signed copy to seller, the purchaser automatically agrees to all applicable terms and conditions.
- 13) If as a result of this proposal, some other form of contract is necessary to be signed, then in all cases the aforementioned terms and conditions are part of the overall contract and in case of conflict, supercede.
- 14) This contractor does not accept the responsibility for any work being left out, having been covered over by some other contractor.
- 15) DeVere Insulation warrants to perform a workman-like job using quality materials consistent with contract requirements; however, because of material shortages, substitutions may be made at this contractor's option, provided equivalent thermal values provided.
- 16) Materials provided or work performed under this contract not subject to any form of electronic or infra-red scrutiny at any point.
- 17) The installation of sprinkler pipes (wet system) in attic areas has never been tested to potential extreme conditions. While DeVere Insulation will install products to architect's direction, we cannot warrant their performance in attic areas.
- 18) The parties agree that in the event of any dispute between them regarding this contract that the appropriate and acceptable venue for any litigation shall in the Circuit or District Court of Maryland for Anne Arundel County.
- 19) The person who signs this contract on reverse, or who accepts by verbal implication, article 12, corporate, personal, or otherwise accepts full legal responsibility for payment of all monies due under the terms of this contract. Without offset the signer waives benefit of homestead exemptions as to this debt and waives demand, protest, notice of presentment, notice of protest and notice of non-payment and dishonor hereof and also agrees to pay attorney's fees under the terms of this contract.

Purchaser Acceptance: _____ Date: _____

Authorized Signature

Please print name