



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 3422 Mallard Park Rowlett, TX 75088

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller x is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	x		
Carbon Monoxide Det.	x		
Ceiling Fans	x		
Cooktop	x		
Dishwasher	x		
Disposal	x		
Emergency Escape Ladder(s)		x	
Exhaust Fans	x		
Fences	x		
Fire Detection Equip.	x		
French Drain		x	
Gas Fixtures	x		
Liquid Propane Gas:		x	
-LP Community (Captive)		x	
-LP on Property		x	

Item	Y	N	U
Natural Gas Lines	x		
Fuel Gas Piping:		x	
-Black Iron Pipe	x		
-Copper			x
-Corrugated Stainless Steel Tubing			x
Hot Tub		x	
Intercom System		x	
Microwave		x	
Outdoor Grill		x	
Patio/Decking	x		
Plumbing System	x		
Pool		x	
Pool Equipment		x	
Pool Maint. Accessories		x	
Pool Heater		x	

Item	Y	N	U
Pump: <u> </u> sump <u> </u> grinder		x	
Rain Gutters	x		
Range/Stove	x		
Roof/Attic Vents	x		
Sauna		x	
Smoke Detector	x		
Smoke Detector - Hearing Impaired		x	
Spa		x	
Trash Compactor		x	
TV Antenna	x		
Washer/Dryer Hookup	x		
Window Screens	x		
Public Sewer System	x		

Item	Y	N	U	Additional Information
Central A/C	x			<u>x</u> electric <u>x</u> gas number of units: <u>2</u>
Evaporative Coolers		x		number of units: <u>NA</u>
Wall/Window AC Units		x		number of units: <u>NA</u>
Attic Fan(s)		x		if yes, describe: <u>NA</u>
Central Heat	x			<u>x</u> electric <u>x</u> gas number of units: <u>2</u>
Other Heat	x			if yes, describe: <u>FIREPLACE X2</u>
Oven	x			number of ovens: <u>1</u> electric <u>x</u> gas other: <u> </u>
Fireplace & Chimney	x			<u>x</u> wood <u>x</u> gas logs <u> </u> mock <u> </u> other: <u> </u>
Carport		x		<u> </u> attached <u> </u> not attached
Garage	x			<u>x</u> attached <u> </u> not attached
Garage Door Openers	x			number of units: <u>2</u> number of remotes: <u>2</u>
Satellite Dish & Controls		x		<u> </u> owned <u> </u> leased from: <u>NA</u>
Security System	x			<u> </u> owned <u> </u> leased from: <u>NA</u>

(TXR-1406) 07-10-23

Initialed by: Buyer: , and Seller: Re, Stk

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**3422 Mallard Park
Rowlett, TX 75088**

Concerning the Property at _____

Solar Panels		<input checked="" type="checkbox"/>		owned	leased from: <u>NA</u>
Water Heater	<input checked="" type="checkbox"/>			electric	<input checked="" type="checkbox"/> gas other: _____ number of units: <u>2</u>
Water Softener		<input checked="" type="checkbox"/>		owned	leased from: <u>NA</u>
Other Leased Items(s)		<input checked="" type="checkbox"/>		if yes, describe: <u>NA</u>	
Underground Lawn Sprinkler	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> automatic	<input type="checkbox"/> manual areas covered _____
Septic / On-Site Sewer Facility		<input checked="" type="checkbox"/>		if yes, attach Information About On-Site Sewer Facility (TXR-1407)	

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: ASPHALT SHINGLE Age: 13 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): NA

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>	NA		
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>	NA		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): NA

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>

(TXR-1406) 07-10-23

Initialed by: Buyer: _____, _____ and Seller: KE, Stee

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3422 Mallard Park
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Concerning the Property at _____

Previous Roof Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

ROOF WAS TREATED/SERVICED IN MARCH 2026 BY ROOF MAXX. ALL PENETRATIONS AND FLASHINGS WERE CAULKED AND SEALED. ANY SHINGLES SHOWING WEAR OR DAMAGE WERE REPLACED. ENTIRE ROOF WAS SPRAYED TO RECONDITION SHINGLES AND EXTEND LIFE OF ROOF.

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): NA

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- X Present flood insurance coverage.
- X Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- X Previous flooding due to a natural flood event.
- X Previous water penetration into a structure on the Property due to a natural flood.
- X Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- X Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- X Located wholly partly in a floodway.
- X Located wholly partly in a flood pool.
- X Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): NA

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

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Initialed by: Buyer: _____, _____ and Seller: Re, Stk

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Concerning the Property at _____

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* ___ yes x no If yes, explain (attach additional sheets as necessary): NA

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ___ yes x no If yes, explain (attach additional sheets as necessary): NA

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

 x Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

 x Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: NA
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ___ mandatory ___ voluntary
Any unpaid fees or assessment for the Property? ___ yes (\$ _____) ___ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

 x Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ___ yes ___ no If yes, describe: _____

 x Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

 x Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

 x Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

 x Any condition on the Property which materially affects the health or safety of an individual.

 x Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

 x Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

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Concerning the Property at _____

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): NA

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
NA			

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead Senior Citizen Disabled
- Wildlife Management Agricultural Disabled Veteran
- Other: NA Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: NA

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): NA

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

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Concerning the Property at _____

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signed by: Ronald Knowles 4/14/2026
Signature of Seller Date

Signed by: Sonhui Kim-Knowles 4/14/2026
Signature of Seller Date

Printed Name: RONALD KNOWLES

Printed Name: SONHUI KIM-KNOWLES

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>CHAMPION</u>	phone #: <u>877-653-5090</u>
Sewer: <u>CITY OF ROWLETT</u>	phone #: <u>(972) 412-6105</u>
Water: <u>CITY OF ROWLETT</u>	phone #: <u>(972) 412-6105</u>
Cable: <u>NA</u>	phone #: _____
Trash: <u>CITY OF ROWLETT</u>	phone #: <u>(972) 412-6105</u>
Natural Gas: <u>ATMOS</u>	phone #: <u>(888) 286-6700</u>
Phone Company: <u>NA</u>	phone #: _____
Propane: <u>NA</u>	phone #: _____
Internet: <u>SPECTRUM</u>	phone #: <u>(833) 267-6094</u>

**3422 Mallard Park
Rowlett, TX 75088**

Concerning the Property at _____

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

_____ Signature of Buyer	_____ Date	_____ Signature of Buyer	_____ Date
_____ Printed Name:	_____ Printed Name:	_____ Printed Name:	_____ Printed Name:



Roof Maxx®

FLEXIBILITY WARRANTY

To allow for maximum property protection, your asphalt roof shingles must remain flexible. A flexible roof not only allows for daily contraction and expansion but is also better able to withstand the effects of high winds, rain, snow, and hail.

Roof Maxx guarantees that the treated asphalt shingles will remain flexible for a period of five (5) years from the date of treatment.

The Roof Maxx® Warranty is still valid even if your manufacturer's warranty is (or becomes) void due to time or transfer restrictions.

This is not a warranty against leaks, faulty installation, or any acts of God, which should be covered under the property owner's insurance policy.

However, if the treated asphalt shingles lose their proper operating flexibility based on Haag's Brittleness Test, your Certified Roof Maxx Dealer will retreat the affected area(s) on a prorated basis over the 60-month warranty period.

Customer's Name

Ronald Knowles

Address

3422 Mallard Park

City, State

Rowlett, Texas

Zip Code

75088

Date of Service

March 12th, 2026

Roof Maxx Job ID

49707869024

**The Job must be entered into Roof Maxx's systems for it to be assigned a Job ID
This warranty is not valid if the Job ID is not entered on this form*



To submit a claim, please visit roofmaxx.com/warranty.

Proposal

2308-2113-4668
November 17, 2023



Alliance Painting
9500 Ray White Road
Ste 200
Fort Worth, Texas 76244
info@alliancepaintingdfw.com
6822332208



Ronald Knowles Exterior

3422 Mallard Park, Rowlett, TX, 75088

Exterior Painting

Description

Total

Contaminate-Free Process

- For a lasting paint job, we use a 2-step cleaning process. We pretreat all paintable surfaces with an environmentally-friendly TSP that breaks down the organic compounds (mildew, mold, dirt, soot) that bond to the substrate, followed by a complete wash down. Our process ensures proper adhesion of the new coating.

Iron-Clad Protection Guarantee

- We thoroughly protect all surfaces (brick, windows, shingles, landscape, light fixtures) not being painted with paper, plastic or drop cloth
- Nail in all loose boards

Clean Gutters

- Wash out debris and clean downspouts

Alliance's Air Tight Seal Process

- Reseal all previously sealed gaps between windows, doors, trim, and siding planks
- Our sealants are:
 - Siliconized for excellent adhesion
 - Non-yellowing and mildew resistant

- Elastomeric formulation (high elasticity)

Prime Surfaces

Prime new / exposed wood preparatory to painting

Scrape / Sand

- Scrape loose paint and scuff-sand rough areas as needed to prepare substrate for paint.

Fascia / Soffit / Gutters / Lentils

- Includes Downspouts

Siding

- Includes chimney stack

Porch Ceilings

Windows

- Windows cased with wood trim / framing will be painted. Pre-fab windows are not paintable.

Attic Vents

Sundries / Site Protection Materials

Romabio Limewash

- Includes chimney stack & mailbox (if applicable)
- Full coverage limewash may be an additional charge
- Alliance Painting will provide a sample for approval once work commences. It is the responsibility of the homeowner to communicate their desired “look” to the paint team and approve a sample that coincides to what the HOA approved, if applicable.

Bondo

Carpentry Repairs

- Specific repairs are detailed in the pictures below.
- Often times, older homes have siding that is not manufactured anymore. We will replace with the closest match.

15/32” 4X8 Siding / Sheating

1X3X6 No. 2 Common

\$15,938.43

Exterior Painting Notes

Description

Exterior Painting Notes

Exclusions

- Resealing Windows/ Weather Strips / All Doors & Frames including Garage Door & Frames / Shutters / Columns in front / Cedar Patio Cover / Fencing

Project Length

- Projects of similar scope usually take 3-5 days to complete, depending on weather.

Products

- Benjamin Moore Element Guard
- Romabio Limewash

Colors

- Number of colors included: 2
 - trim - 1 TBD
 - brick - 1 TBD

Promotions

Description

Total

Fall Promotion - 20% Off

Terms

- Project must be completed by November 2023

Cash Discount

- Payment made with check (personal, cashier, etc)

Initial Visit Incentive

\$-4,067.37

Total	\$11,871.06
Paid	\$1,187.11
Due	\$10,683.95
Investment	

Signature _____ Date _____

Signature _____ Date _____

Pricing shown includes all labor, materials, and applicable taxes to complete project. Unless noted, Sample application time and materials are not included in proposals.

Proposal total includes all discounts and promotions. No further discounts apply.

Payment Terms:

Cash Plan (Check / Credit Card): 20% scheduling deposit, remaining balance due upon completion

Zero-Interest Plan: O.A.C - 10% Deposit + 20% upon job start thru financing. 12 Months No Interest. No pre-payment penalty.

Payment Schedule: Projects with a value of \$25,000 or more: 20% Deposit, 60% due on second working Friday, remaining 20% due upon completion

Problematic White Colors: There are several "whites" that do not "cover" at the manufacturers specified rate when the existing surface color is three (3) shades different from new color . The coverage rate for a standard gallon of paint is approximately 300 square feet per gallon. Our pricing is compiled based on the manufacturers rate. This would not apply if, for example, we are painting your trim and the current color of the trim is White. Additionally, if we are priming and painting stained cabinets, this would not apply as we are priming the surfaces. **To avoid additional costs**, we advise our customers avoid selecting the following "Whites" if the existing color is three shades different from new color:

- BM OC-152 Super White
- BM OC-17 White Dove - Depends on surface
- BM OC-65 Chantilly Lace
- BM OC-64 Pure White
- SW 7005 Pure White
- BM Simply White OC-117
- Statuesque (Valspar color) 7002-5
- SW 7005 Extra White
- All High Reflective White Bases

Scheduling: Start dates are confirmed upon receiving deposit (if applicable) and final approved colors

Working Conditions: Client agrees to not schedule any other contractors, trades, handymen, cable/internet providers, or any other home improvement/remodel projects at the premises, in conjunction (at same time) with this project. Unless otherwise noted, all work is to be completed in one (1) phase.

Only items set forth in writing are binding, no verbal agreements

Customer will treat all information in this proposal and contract strictly confidential

Homeowner is responsible for submitting and obtaining HOA approval, if applicable. For custom finishes, our paint teams will take the homeowners lead to provide a sample of the "look" the homeowner desires when work commences. It is the homeowners responsibility to ensure any samples they approve are within the parameters of the approved HOA request. Any re-work due to HOA complaints and / or request for modification to a homeowner-approved outcome are the responsibility of the homeowner.

















Customer Responsibility

- Exterior Projects are quoted with 1 color, unless specified otherwise in proposal
- Interior Projects are quoted with:
 - Three (3) wall colors for a whole-home interior project, unless otherwise noted.
 - Partial home projects include two (2) wall colors.
 - Trim and ceilings are allotted one (1) color each, unless otherwise noted.
 - Additional colors \$100 each

- Colors must be chosen and approved by client to secure a start date.
- A \$100 refiling fee will be charged for color changes made after colors are finalized.

General Notes

- Alliance Painting removes standard window blinds in preparation for painting. We will reinstall blinds when project is completed.
- Alliance Painting does not remove specialty blinds or drapes. If client requests Alliance to remove specialty blinds or drapes or we are required to remove to complete our work, There is an additional charge of \$250 and Alliance is not responsible for any damage to specialty blinds or drapes.
- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding
- Starting date is to be agreed upon verbally. Start dates are meant to provide client a general idea of start date. Weather and additional work orders on other projects can delay your job starting. Our goal is to start on the date given.
- Projects are quoted with what the client specifies the condition (vacant, pictures off wall, etc) the home will be in. If this differs from when or after work begins, additional charges will be incurred.
- **Work areas need to be free of other trades.** Alliance Painting reserves the right to vacate premises if other trades are on present
 - Additional charges will be incurred to account for any rework or production downtime
- Closets are not included in price unless otherwise stated in Proposal.
- Client is responsible to relocate refrigerator(s) out of work area.
 - If refrigerator is not moved, client understands the surfaces behind the fridge will not be painted.
 - If client is unable to move the fridge, Alliance Painting will move the refrigerator for the client.

- By signing this agreement, Client assumes responsibility for any floor damage caused by relocating the refrigerator.
- Flooring: Low-tack painter's tape and paper will be used to protect floors. Damage to wood floors (tape pulling finish off) from low-tack painter's tape is a sign of a failed / improper / old floor finish (time to refinish floor). Client understands and agrees that Alliance Painting will not be responsible for floor damage from low-tack tape.
- Plumbing Fixtures and Toilets: if client wants the surfaces behind the toilets painted, toilets are required to be removed prior to project starting.
- **Pressure Washing.** Customer understands that water entering the home through the windows, although rare, can happen due to leaking or faulty windows. Alliance Painting recommends the client inspects the windows for leaking prior to completing the cleaning / pressure wash phase of an exterior painting project. By signing this agreement, client understands that Alliance Painting is not responsible or liable for damage caused by leaking windows as we have no control over the integrity of your homes windows and pressure washing the home is required for a long lasting paint job
- Alarms must be turned off while work is in progress
- Painting Popcorn Ceilings: painting popcorn ceilings is not recommended as it often results in the texture cracking or delaminating from the drywall. Should cracking or delamination occur, additional charges will be incurred to repair the texture. We recommend removal and retexture of popcorn.
- **Occupants are advised vacate work area while job is in progress (Interior Projects Only).**
- By signing this agreement, Customer agrees to be available to meet with Foreman/Project Manager on:
 - Job start, to confirm project details and colors
 - The last day of job for a final walk through and payment
- Client agrees to make necessary arrangements for Alliance Painting to have access to complete project in consecutive days.
- Some interior projects require spray application (ex. large projects, cabinet painting, texture work). Forced air (HVAC) systems circulate air throughout the home. Client assumes responsibility and will hold Alliance Painting harmless should air circulation during project cause damage to HVAC system.
- Clients are advised to replace HVAC air filter(s) after an interior paint project is completed
- Client assumes responsibility and will hold Alliance Painting harmless if, after painting doors and door frames, the doors do not shut properly due to rubbing or improper clearance between the door and the frame itself. This is caused by minimal clearance prior to painting that is eliminated after an additional coating of paint is applied.
- Exterior Painting & Roofs: Painting an exterior typically requires our paint team to access the clients roof to complete the paint project. By signing this agreement, Client understands and agrees that if there is a damage claim made by the client, Alliance Painting will conduct an investigation and will be able to assess the claim with a 3rd party professional roofer, of our choosing, to assess the cause of the damage. The 3rd party's decision as to the cause and responsible party will be the final determination of who is responsible for repairs.

Non-Payment Clause

- Denying contractor access to fulfill contract will be assumed contract is fulfilled and full payment of contract is due. Under Texas Penal Sec. 53.001, Contractor reserves the right to

execute Mechanic's/Material-man's Liens for improvements made to real properties. All warranties are void until contract is paid in full.

Arbitration:

- This Agreement shall be deemed to have been made in and governed by the laws of the State of Texas. All disputes related to this Agreement shall be resolved through mediation, which shall be conducted or selected by The Better Business Bureau ("BBB"). If the parties proceed to binding arbitration, the arbitrator will be selected by the BBB, at its sole discretion, and the decision of the arbitrator shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof. The party that prevails in binding arbitration shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses, whether such fees, costs, and expenses are incurred by the prevailing party before or after the arbitration decision.

Interior Limited Warranty

Alliance Painting warrants labor and material for Life or as long as the client owns the home. If paint failure appears, we will supply labor and materials to correct the condition without cost.

- This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above. If client chooses to provide their own paint for the quoted project, this warranty is void and null.
- This warranty excludes, and in no event will Alliance Painting be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

Exterior Limited Warranty

Alliance Painting warrants labor and material for 5 years. If paint failure appears, we will supply labor and materials to correct the condition without cost. Carpentry is warranted for 1 Year.

- This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Alliance Painting be responsible for consequential or incidental damages caused by accident or abuse, mother nature, water damage, temperature changes, or moisture.
- Horizontal & horizontal walking surfaces are excluded from this warranty.
- Stained surfaces are covered under a 1 Year Workmanship warranty
- If client requests to provide the paint for the project, the warranty is null and void.

Garage Floor Coating Limited Warranty

Alliance Painting offers a Limited Lifetime Warranty on our Polyaspartic Garage Floor Coating System. Our limited warranty covers any peeling or delamination of the epoxy coating from the concrete substrate as well as any staining from incidental spills of oil, transmission fluid, radiator fluid, gasoline, or diesel that are promptly wiped up (within 20 minutes of a spill). This warranty is valid for

as long as the original purchaser owns the home in which the floor coating system was installed. This Limited Warranty does not apply to, and Alliance Garage Floors will not be responsible for, normal wear and tear, any damage to floor coatings or other property caused by improper repairs made or attempted by anyone other than Alliance Garage Floors, faulty maintenance, misuse, abuse, neglect, extreme temperatures, staining or peeling caused by cracking of the substrate, defective substrate, hydrostatic pressure or moisture vapor transmission levels greater than eight (8) lbs., battery acid, brake fluid or other industrial fluid, or as a result of any accident, casualty, or natural disasters. This limited warranty is non-transferable and applicable only to the owner of the property at the time of contracting. Warranty repairs do not constitute an extension of the original warranty period for the original installation or any specific component or part thereof.

Warranty Claims

If a warranty claim is filed, and for the claim to be validated, Alliance Painting will be allowed to evaluate the issue with the client and a paint manufacturer representative of our choosing at the property, to determine the cause. To maintain integrity, the client understands that the paint representative Alliance Painting chooses will make the final determination of the cause and remedy to the claim.

Specialty Finishes

- **Limewash Finish:** Limewash is an authentic limewash paint formulated to patina and will age depending on weather exposure. There is no warranty as it is unknown to how your limewash finish will change based on your natural elements. But there is no need to repaint unless you want a different look.

Work Standard

Alliance Painting is a member of the Painting and Decorating Contractors of America.

- All work is to be completed in a workmanlike manner according to standard practices.
- Workers will remain on job until completion of project.
- Work site will be cleaned daily and upon project completion.
- All agreements are contingent upon strikes, accidents, or delays beyond our control.

Work Procedures

Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-99 and P6-99.

- The painting contractor will produce a "properly painted surface". A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which the contractors' workforce causes.
- Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Additional Work Requests

- If after you agree to this work and desire any changes or additional work, please contact us as the cost of all revisions must be agreed upon in writing.
- Workers are instructed not to undertake additional work without client authorization.

Due to the concealed conditions of existing wall coverings, it may be impossible to estimate the labor of removal and preparation necessary to achieve a properly painted or wall papered surface. Under normal conditions wall covering can be removed properly without damage to the surface; however, sometimes the substrate has not been sealed properly or other hidden conditions may exist. Due to these factors, added labor and material cost may become necessary. If these conditions exist, the owner will be notified before further work commences.

Call Backs

- Additional requests for touch up work will incur a \$250 trip charge, notwithstanding a warranty claim.
- By signing this agreement, the client understands this and agrees that they will have done a thorough inspection of work areas prior to our arrival to make sure all concerns are addressed during this visit.

Cost

- We propose to furnish material and labor - complete and in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, may require additional pricing.

Acceptance of Proposal

- You must sign this agreement and pay the deposit in order to secure a start date.
- By signing this agreement, I acknowledge that I have read and understand the terms of this proposal.

3 Day Right to Cancel

- You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date originally signed. To cancel this transaction, e-mail, mail or deliver a signed and dated cancellation notice to Alliance Painting. If customer cancels project after 3-day window, deposit is non-refundable.



THE LEAFFILTER LIMITED LIFETIME WARRANTY

JOB NUMBER: _____

This warranty, along with all implied warranties, lasts as long as you own your home and is fully transferable. If at any time the LeafFilter® Gutter Protection System allows the interior of your gutter to clog with debris causing your gutter to fill with water and overflow, LeafFilter® North, LLC ("LeafFilter®"), the company that distributes LeafFilter®, will provide replacement product or refund you 100% of the material purchase price for ALL LeafFilter® materials installed on your home.

The Warranty Is Subject To The Following Terms And Conditions: The LeafFilter® Limited Lifetime Warranty (hereinafter referred to as "Warranty" or "The Warranty") is specifically limited to the promise described above. No other expressed warranties of product performance or liability for incidental damage are binding on LeafFilter® or any of its affiliates, parents, subsidiaries or related companies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Warranty does not cover damage to gutters, fascia boards, or roof substrate or surface caused by the installation of LeafFilter® products. This Warranty is void if the LeafFilter® product sustained damage from structural changes, adjacent trees or plant life, or an uncontrollable act of nature. This Warranty is void if the product is modified or altered from its original installation or any willful action was taken to impede or restrict the flow of water through the gutter system. An improper number of down-spouts may limit the water carrying capacity of the gutter system and the resulting overflow is not covered by this Warranty. This Warranty is limited to single-family homes and to single family units within a multi-unit structure. LeafFilter® is not responsible for incidental damage resulting from ice dams or ice flows and makes no claim as to prohibiting ice dams. LeafFilter® reserves the right to inspect and validate warranty claims. Buyer is responsible for informing LeafFilter® within a reasonable time after discovery of a suspected defect and provide a written explanation of defect. Upon receipt of this correspondence, LeafFilter® may request additional information including photos, and may require a field inspection.

Registering The Warranty: This Warranty is effective upon execution.

If You Need Assistance: If you have a claim regarding this Warranty you can contact a LeafFilter® representative at:

Service Phone: (800) 749-4566

Address: 1595 Georgetown Road | Hudson, OH 44236

A service representative will take your call or letter and take appropriate action to correct problems covered under this Warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from State to State. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. In addition, some states do not allow limitation on how long an implied warranty lasts, so the above limitation of implied warranties following transfer may not apply to you.



**AMERICAN WINDOW SYSTEMS
VINYL WINDOWS
RESIDENTIAL REPLACEMENT WARRANTY**

<u>COMPONENT</u>	<u>PROTECTION</u>	<u>COVERAGE</u>
VINYL FRAMES AND SASHES	Free from chipping, cracking, peeling, and blistering.	Lifetime
PARTS AND COMPONENTS	Not to break under normal operating conditions.	Lifetime
FIBERGLASS SCREEN	Not to rust or rot. (Does not include torn or damaged screens.)	Lifetime
INSULATED GLASS	To be free from seal failure that causes moisture between the interior glass surfaces. (Does not include glass breakage.)	Lifetime

CAUTION: Screens are not designed as a safety restraint.

NOTE: This warranty shall be for the benefit of the original paid purchaser and may not be transferred. Warranty excludes commercial and/or multi-family applications.

DECLARATIONS AND LIMITATIONS

Any claims for defects under this warranty should be submitted in writing to A Window, Inc. 6201-C Dowdell Rd., Fort Worth, TX 76119, or contact the dealer through which our products were purchased. The purchaser must prove in a reasonable manner the information requested in the warranty registration.

When notifying the company about your claim you must identify the product involved, and the date and place of purchase. Describe completely what the defect is (sketches and/or photographs are helpful.) Identify yourself and those persons who have already been contacted and what attempts have been made to correct the problem.

A Window, Inc. may charge an inspection fee for any on site inspection that is required or requested by you. If it is determined the product has a manufacturing defect covered by this warranty, the inspection fee will not be charged.

This warranty only covers manufactures defects, all other causes for material failures including, but not limited to, damage due to faulty installation, accidental, or intentional damage, alteration or modification of the Product (IE customer applied tints or films, paint finishes, security systems,) settlement of the building, atmosphere pollution, normal weathering of the surfaces such as fading or color change, or other causes beyond control of A Window, Inc. fire, flood, lightening, hail, windstorm, earthquakes, or other acts of God are excluded from this warranty.

A Window, Inc. reserves the right to discontinue or change any manufactured A Window, Inc. product. If the part or component originally installed is not available, A Window, Inc. reserves the right to substitute such part or component for another one.

A Window, Inc. at its exclusive option, will repair, provide a new product, or provide a part of component of product, only after having determined that the product does not conform to the warranties contained herein.

This warranty does not obligate A Window, Inc. to bear the cost for any removal or installation, transportation or shipping costs of any product or component required or replaced.

The insulating glass is warranted against defects resulting in material obstruction of vision from film formation caused by moisture in the air space of the sealed unit. Slight glass curvature, minor scratches or other imperfections in the glass that does impair structural integrity or significantly impair vision are not covered in this warranty.

Decorative glass is warranted against seal failure for 5 years.

Condensation on the exposed surface of the glass and/or framing materials is a natural result of moisture in the house and does not indicate a defective product or faulty installation. Additional information is available upon request.

This limited warranty is made in lieu of all expressed warranties and extends only to the original consumer's purchases. In no event shall A Window, Inc. be liable for special, incidental, or consequential damages or for any delays in the performance of this warranty due to circumstances beyond our control.

Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of remedies for breach of warranty, so the above limitations may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

No dealer or representative of A Window, Inc. has the authority to alter or change this warranty either orally or in writing.

This limited warranty is effective for all A Window, Inc. windows sold after January 1, 2023.