



Estimate

Customer Bill's Toggery
138 Lewis St S
Shakopee, MN 55379

From Empirehouse, Inc. (Service Operations)
5200 Quincy Street
Mounds View, MN 55112
763-412-4545
service@empirehouse.com

Estimate Number 2155
Sent Date April 15, 2022
Expires April 29, 2022

Estimate for Bill's Toggery - Storefront Replacement (Rev.2)

Item	Quantity	Price	Total
Demo, Fabrication, & Installation Labor	1	\$15,840.00	\$15,840.00
Notes: This Includes: - Fabrication of the new doors and framing - Demo of the the old framing and glass - Disposal of the old glass and framing - Installation of the new glass and framing			
1.75" x 4.5" Thermal Clips Framing System (Black Anodized)	1	\$42,150.00	\$42,150.00

EMPIREHOUSE SERVICE OPERATIONS TERMS & CONDITIONS

Terms and conditions: By accepting this proposal, Customer agrees to accept all terms and conditions as follows, and will supersede any conflicting term in any other contract document. Any of the Customer's terms and conditions in addition or which are different from this Empirehouse proposal and are objected to, will have no effect and will be subject to voiding the proposal. Customer's agreement will be evidenced by Customer's signature permitting Empirehouse, Inc. to commence work and agreeing to the amount stated and these terms and conditions for project. If a contract or the use of payment applications arising from acceptance of this proposal is used in addition to accepting and signing this quotation, it is subject to final review and acceptance by Empirehouse, Inc. and will have a \$500.00 surcharge added to cover additional internal costs.

1. Acceptance Conditions: Quotes provided by Empirehouse, Inc. are valid for a period of thirty days from the date of the proposal. Changes in the price of materials greater than 5% between the date of the proposal and the date of the installation will warrant an equitable adjustment in the subcontract amount.

2. Extension of Credit: All orders and contracts are subject to credit approval by Empirehouse, Inc. The Customer will provide Empirehouse with the legal description of the property, the name, address and representative of the project owner, and evidence of adequate and proper owner project financing. The Customer shall promptly notify Empirehouse, Inc. of any changes in the project owner's identity and financial status. Empirehouse, Inc. will not be obligated to commence or continue Work in absence of adequate assurances of payment.

3. Payments: The Customer agrees to pay 50% down on the quoted amount and the remaining 50% on completion of the work. Only the Empirehouse Director of Service can wave the down payment. No provision of this agreement will serve to void Empirehouse Inc.'s entitlement to payment. All sums not paid when due, will bear interest at the rate of 1½% per month or the maximum legal rate permitted by law, whichever is less.

4. Retainage: The Customer will withhold no retention from Empirehouse, Inc.

5. Changes to contract: Any changes to Empirehouse, Inc.'s contract amount or work scope due to extras, change orders, delays, acceleration, or otherwise, will have no time penalties charged against Empirehouse, Inc. No verbal changes to the work scope or contract amount will be accepted, unless approved by the Empirehouse Director of Service. All information will be furnished in writing by the Customer to Empirehouse, Inc. No work will proceed until approvals have been authorized and signed by Customer and Empirehouse, Inc.

6. Claims and back charges: No claims or back charges by the Customer for services will be valid except by an agreement in writing by Empirehouse, Inc. before the work is executed.

7. Hours: Work is to be performed during Empirehouse, Inc.'s regular working hours. All work performed outside of such hours will be charged for at rates or amounts agreed upon in writing by the parties at the time overtime is authorized.

8. Warranties: All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy will be that Empirehouse, Inc. will replace or repair any part of its work which is found to be defective. Empirehouse, Inc. will not be responsible for special, incidental, or consequential damages. Empirehouse, Inc. will not be responsible for damage to its work by other parties or for improper use of equipment by others. NO WARRANTY IS GIVEN FOR THE BREAKAGE OF THE GLASS. No work or materials will be warrantied that has been abused or neglected by the Owner.

9. Work stoppage: Nothing in this subcontract agreement will require Empirehouse, Inc. to continue performance if timely payments are not made to Empirehouse, Inc. for suitably performed work or stored materials.

10. Termination of Agreement: This agreement cannot be canceled or changed by Customer except with the written consent of an authorized official of Empirehouse, Inc. In the event a contract or order is canceled, the Customer agrees to pay for an amount equal to the work, materials and equipment provided to the project by the date of cancellation or change, and for all materials ordered or stored but not installed. Standard terms for payment will apply.

The undersigned accepts the terms and conditions herein and agrees to incorporate same into any contract arising from this proposal.
Signature: _____ Estimator: Adam Griffith

For: _____
(Company)

Date: _____