

★ PRE-APPROVAL ★

CONTRACTOR FINANCING AGREEMENT

FULLER SOLUTIONS ORGANIZATION · IN-HOUSE FINANCING · FOR QUALIFYING HOMEOWNERS ONLY

This pre-approval is for qualification purposes only. A paper contract will be signed at time of work and deposit.

APPLICATION DATE

CONTRACT #

FSO REPRESENTATIVE

FINANCING TERM

12 MO

24 MO

01 PARTIES TO THIS AGREEMENT

CONTRACTOR — FULLER SOLUTIONS ORGANIZATION
18 Stateline Dr, Troy, MT 59935 · fullersolutions.org

CONTRACTOR REPRESENTATIVE

HOMEOWNER / CLIENT FULL LEGAL NAME

DATE OF BIRTH

SERVICE / PROPERTY ADDRESS (SUBJECT PROPERTY)

COUNTY

CITY

STATE

ZIP

CO-OWNER NAME (IF APPLICABLE)

LEGAL PARCEL / APN NUMBER

02 OWNERSHIP & INCOME VERIFICATION

DEED / TITLE HOLDER NAME (AS ON DEED)

YEAR PROPERTY PURCHASED

PRIMARY PHONE

ALTERNATE PHONE

EMAIL ADDRESS

PRIMARY INCOME SOURCE (CHECK ALL THAT APPLY)

MONTHLY GROSS INCOME

☐ Social Security / SSI

☐ Disability (SSDI)

☐ Fixed Annuity

☐ Other:

☐ Pension / Retirement

☐ Employment / Self-Employed

☐ Most recent pay stub (within 30 days)

☐ Social Security award letter

☐ Pension or retirement statement

☐ Disability benefit award letter

☐ Last 2 months' bank statements

☐ SSI / SSDI benefit verification letter

☐ Most recent federal tax return (1040)

☐ Other government benefit letter

Copies accepted. Originals returned upon request. All documents are kept strictly confidential by Fuller Solutions Organization.

03 PROJECT SCOPE & COST BREAKDOWN

FULL DESCRIPTION OF WORK TO BE PERFORMED

COST ITEM	AMOUNT	NOTES
TOTAL ESTIMATED MATERIAL COST	\$	Paid in full by customer before work begins
TOTAL ESTIMATED LABOR COST	\$	Financed under this agreement
33% LABOR DOWN PAYMENT (DUE AT SIGNING)	\$	Non-refundable · Due before work begins
REMAINING FINANCED LABOR BALANCE	\$	Divided over selected term

04 PROJECT COMPLETION — DEFINITIONS & CONDITIONS

■ FINAL COMPLETION IS CONDITIONED ON FULL PAYMENT

This contract distinguishes between Substantial Completion and Final Completion. Work is Substantially Complete when functionally usable. Work is Finally Complete only upon receipt of the final payment. All warranty rights, formal acceptance, and transfer of workmanship responsibility are contingent on Final Completion.

4.1 SUBSTANTIAL COMPLETION

Substantial Completion occurs when the contracted work has been performed to a point where the property owner may occupy or utilize the improved area, notwithstanding minor punch-list items. Substantial Completion does not constitute acceptance of the work, does not trigger the warranty period, and does not relieve the Client of any payment obligations.

4.2 FINAL COMPLETION

Final Completion shall occur only when (a) all contracted work has been fully performed, (b) all materials have been paid for in full, and (c) the entire financed labor balance, including the 33% down payment and all monthly installments, has been paid in full to Fuller Solutions Organization. Until Final Completion, Fuller Solutions Organization retains all rights and remedies under this agreement and applicable Montana and Idaho law.

4.3 CERTIFICATE OF FINAL COMPLETION

Upon Final Completion, Fuller Solutions Organization will provide the Client with a written Certificate of Final Completion confirming all work is complete and all payments have been received in full.

4.4 CONDITIONAL ACCEPTANCE OF WORK

Upon reaching Substantial Completion, the Client may sign a Conditional Acceptance of Work form. This conditional acceptance does NOT constitute Final Completion, does not waive

05 MATERIALS OWNERSHIP & RETENTION OF TITLE

5.1 TITLE TO MATERIALS

Notwithstanding installation, all materials supplied and installed by Fuller Solutions Organization remain the **legal property of Fuller Solutions Organization** until the material cost payment has been received in full prior to project commencement. Title does not transfer to the Client until full payment is confirmed.

5.2 RIGHT TO CURE / RIGHT OF RECOVERY

In the event of default, Fuller Solutions Organization reserves the right, where legally and physically practicable, to **recover, remove, or disable installed materials and fixtures** that have not been paid for. This right applies to removable items including fixtures, panels, appliances, doors, windows, and flooring sections.

5.3 UCC SECURITY INTEREST

Fuller Solutions Organization hereby retains a **purchase money security interest** in all goods, materials, and equipment installed on the subject property under this agreement until full

06 WARRANTY — CONDITIONAL ON FINAL COMPLETION

6.1 WARRANTY ACTIVATION

Fuller Solutions Organization warrants all labor performed under this agreement against defects in workmanship for **one (1) year from the date of Final Completion**. This warranty is activated **ONLY upon Final Completion**. No warranty coverage is in effect prior to Final Completion or while any payment balance remains outstanding.

6.2 WARRANTY VOID UPON DEFAULT

If the Client defaults at any time — including after Substantial Completion — **all warranty coverage is immediately void and unenforceable**. Warranty may be reinstated only upon full payment of all amounts owed and written agreement by both parties.

6.3 WARRANTY EXCLUSIONS

This warranty does not cover: damage caused by Client misuse, neglect, or unauthorized modifications; normal wear and tear; acts of God or weather events; damage caused by third

07 PAYMENT TERMS & OBLIGATIONS

7.1 MATERIALS — DUE BEFORE WORK BEGINS

The Client agrees to pay **100% of all estimated material costs** prior to project commencement. Work will not begin until material payment is received and confirmed. Material costs are separate from and in addition to the financed labor balance.

7.2 LABOR DOWN PAYMENT — DUE AT SIGNING

A **non-refundable down payment of 33% of total labor costs** is due at the time of signing this agreement. This down payment is earned upon signing and is not subject to refund under any circumstances.

7.3 MONTHLY INSTALLMENTS

The remaining labor balance shall be paid in equal monthly installments over the selected term (12 or 24 months) at **0% interest**. Accepted payment methods: check, money order, or cash.

7.4 LATE PAYMENTS

Payments more than **15 days past due** will result in written notice. Payments more than **30 days past due** may result in suspension of remaining work. Fuller Solutions Organization will make reasonable efforts to work with Clients experiencing documented financial hardship before pursuing default remedies.

08 DEFAULT — DEFINITION & NOTICE PROCEDURE**8.1 EVENTS OF DEFAULT**

Any of the following shall constitute an Event of Default under this agreement:

- (a) Failure to make three (3) or more consecutive monthly payments;
- (b) Two (2) or more returned payments for insufficient funds or stop-payment orders;
- (c) Failure to respond to written default notice within fifteen (15) calendar days;
- (d) Attempting to sell, transfer, refinance, or encumber the subject property without written notice;
- (e) Any material misrepresentation of income, ownership status, or identity on this application;
- (f) Abandonment of the repayment agreement as evidenced by non-communication and non-payment for 45+ days.

8.2 DEFAULT NOTICE PROCEDURE

Upon an Event of Default, Fuller Solutions Organization will deliver written notice via **first-class mail and/or certified mail**. The Client shall have **fifteen (15) calendar days** from the date of mailing to cure the default by making all past-due payments or entering into a written hardship modification agreement.

8.3 ACCELERATION OF BALANCE

Upon an uncured Event of Default, Fuller Solutions Organization reserves the right to **accelerate the full remaining balance** of the financed labor amount, making the entire outstanding balance immediately due and payable in full. This acceleration right is in addition to, and does not replace, the right to file a mechanics lien against the subject property.

09 MECHANICS LIEN RIGHTS & NOTICE**■ MANDATORY MECHANICS LIEN WARNING ■**

ANY CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER WHO HELPS IMPROVE YOUR PROPERTY MAY BE PAID FROM THE PROCEEDS OF A MECHANICS LIEN. IF FULLER SOLUTIONS ORGANIZATION IS NOT PAID IN FULL, A LIEN MAY BE PLACED ON YOUR PROPERTY WHICH CAN AFFECT YOUR ABILITY TO SELL, REFINANCE, OR TRANSFER YOUR PROPERTY UNTIL THE LIEN IS SATISFIED IN FULL.

9.1 STATUTORY LIEN RIGHTS — MONTANA

Under **Montana Code Annotated §71-3-501 through §71-3-537**, Fuller Solutions Organization has the legal right to file and enforce a mechanics lien against the subject property. This lien right arises from the moment work commences and is not waived by acceptance of partial payment or any verbal agreement.

9.2 STATUTORY LIEN RIGHTS — IDAHO

For projects performed in Idaho, under **Idaho Code §45-501 through §45-525**, Fuller Solutions Organization retains all mechanics lien rights as a contractor. Any person who performs labor or furnishes materials for improvement of real property has a lien upon the property for the value of such labor and materials.

9.3 LIEN FILING UPON DEFAULT

Upon an uncured Event of Default, Fuller Solutions Organization **will file a Mechanics Lien** against the subject property with the County Recorder. The lien will be filed for the full unpaid labor balance, plus applicable lien filing fees and reasonable costs of collection.

9.4 LIEN ENFORCEMENT & FORECLOSURE

If the mechanics lien remains unsatisfied for **ninety (90) days** following filing, Fuller Solutions Organization reserves the right to pursue lien foreclosure through the appropriate district court, and may seek recovery of the full unpaid balance, court costs, and reasonable attorney's fees.

9.5 LIEN RELEASE UPON FULL PAYMENT

Upon receipt of full payment of all amounts owed, Fuller Solutions Organization will file a **Lien Release / Satisfaction of Lien** with the County Recorder within **ten (10) business days**.

10 GENERAL PROVISIONS**10.1 GOVERNING LAW & JURISDICTION**

This agreement shall be governed by the laws of the **State of Montana**. For projects in Idaho, Idaho law governs lien rights under Idaho Code §45-501 et seq. Disputes shall be resolved in the district court of Lincoln County, Montana, or the applicable Idaho county where the property is located.

10.2 ENTIRE AGREEMENT & MODIFICATION

This contract constitutes the entire agreement between the parties. No verbal representations, promises, or modifications shall be enforceable. Any modification must be in **writing and signed by both parties**.

10.5 OWNER-ONLY ELIGIBILITY

This financing program is available exclusively to **verified property owners**. Any misrepresentation of ownership status constitutes fraud and an immediate Event of Default, and may

11 PERSONAL / CHARACTER REFERENCES**REFERENCE 1**

FULL NAME

RELATIONSHIP

PHONE NUMBER

REFERENCE 2

FULL NAME

RELATIONSHIP

PHONE NUMBER

12 CLIENT ACKNOWLEDGMENTS — READ & INITIAL EACH

- ☐ **MATERIALS PAYMENT:** I understand I must pay 100% of all material costs in full before work begins, and that materials remain the property of Fuller Solutions Organization until fully paid. Initial: _____
- ☐ **LABOR DOWN PAYMENT:** I understand the 33% labor down payment is due at signing, is non-refundable, and is earned by Fuller Solutions Organization upon completion of work. Initial: _____
- ☐ **FINAL COMPLETION:** I understand work is not considered Finally Complete until all payments have been made in full, and that my warranty does not activate until work is finally complete. Initial: _____
- ☐ **WARRANTY VOID ON DEFAULT:** I understand that if I default, all warranty coverage is immediately void and will not be reinstated until all amounts owed are paid in full. Initial: _____
- ☐ **MATERIALS RETENTION:** I understand that Fuller Solutions Organization reserves the right to recover removable materials and fixtures in the event of default. Initial: _____
- ☐ **UCC SECURITY INTEREST:** I understand that Fuller Solutions Organization may retain a purchase money security interest in installed goods and may file a UCC lien against my property. Initial: _____
- ☐ **MECHANICS LIEN — MONTANA:** I have been informed of Fuller Solutions Organization's mechanics lien rights under Montana Code Annotated §71-3-501 et seq. Initial: _____
- ☐ **MECHANICS LIEN — IDAHO:** I have been informed of Fuller Solutions Organization's mechanics lien rights under Idaho Code §45-501 et seq. (if applicable) Initial: _____
- ☐ **LIEN ON DEFAULT:** I understand that if I fail to make payments as agreed, a Mechanics Lien will be filed and recorded against my property. Initial: _____
- ☐ **ACCELERATION:** I understand that upon an uncured Event of Default, the entire remaining balance may be declared immediately due and payable. Initial: _____
- ☐ **GOVERNING LAW:** I understand this agreement is governed by Montana law, and disputes will be resolved in Lincoln County, Montana district court or the federal court in Lincoln County, Montana. Initial: _____
- ☐ **ENTIRE AGREEMENT:** I understand this written contract is the complete agreement between me and Fuller Solutions Organization. No verbal promises are made. Initial: _____

13 AGREEMENT & SIGNATURES

BINDING AGREEMENT STATEMENT

By signing below, I certify that all information provided in this application and contract is **true, accurate, and complete**. I am the verified owner of the subject property and understand that misrepresentation of ownership or income is grounds for immediate default and may constitute fraud. I have read all four pages of this contract, I have had the opportunity to ask questions, and I enter this agreement **freely and voluntarily**. I understand and acknowledge the mechanics lien disclosure, the conditional completion terms, the warranty conditions, and all payment obligations. I understand that failure to pay as agreed may result in a Mechanics Lien being recorded against my property.

PRIMARY APPLICANT / PROPERTY OWNER

APPLICANT SIGNATURE

DATE

PRINT FULL LEGAL NAME

PHONE

LAST 4 DIGITS

CO-OWNER SIGNATURE (IF APPLICABLE — REQUIRED IF PROPERTY IS CO-OWNED)

CO-OWNER SIGNATURE

DATE

PRINT FULL LEGAL NAME

RELATIONSHIP TO PRIMARY

FULLER SOLUTIONS ORGANIZATION — AUTHORIZED REPRESENTATIVE

FSO REPRESENTATIVE SIGNATURE

DATE

PRINT NAME

TITLE

CONTRACT # ASSIGNED

FSO STAFF INTAKE VERIFICATION — COMPLETE AT SIGNING

- | | |
|--|---|
| ☐ All 4 pages signed and initialed | ☐ Proof of income document received |
| ☐ Proof of ownership / deed copy received | ☐ Photo ID copy taken |
| ☐ Material cost payment collected: \$ _____ | ☐ 33% labor down payment collected: \$ _____ |
| ☐ Client copy of contract provided | ☐ Lien Notice Addendum signed separately |

— CERTIFICATE OF FINAL COMPLETION — (DETACH WHEN ISSUED)

ISSUED BY FSO UPON RECEIPT OF FINAL PAYMENT · NOT VALID UNTIL SIGNED BY FSO REPRESENTATIVE

FSO Contract #: _____

has been Finally Completed as defined in Section 4.2. All payments have been received in full.

FSO REPRESENTATIVE SIGNATURE

DATE OF FINAL COMPLETION

WARRANTY EXPIRATION DATE