

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
 Permit Number: 080487
 MAY 21 2008
 CITY OF PORTLAND

This is to certify that DAGAVARIAN HELEN M VAHANI SUEFANKJIAN TRUST/

has permission to Replace existing storefront windows

AT 99 CONGRESS ST

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____
Department Name

[Signature] 5/14/08
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

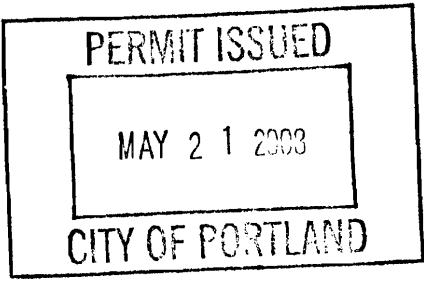
Permit No: 08-0487	Issue Date:	CBL: 014 D003001
-----------------------	-------------	---------------------

Location of Construction: 99 CONGRESS ST	Owner Name: DAGAVARIAN HELEN M & VA	Owner Address: 280 HOVEY ST	Phone:
Business Name:	Contractor Name: Jeromey House	Contractor Address: 9 Howard St. Portland	Phone 2076719831
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-1

Past Use: Retail	Proposed Use: Retail - Replace existing storefront windows	Permit Fee: \$60.00	Cost of Work: \$4,000.00	CEO District: I
<p><i>Legal use: - front building retail</i></p> <p>Proposed Project Description: <i>REAR building single family</i> Replace existing storefront windows</p>		<p>FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied</p> <p>INSPECTION: Use Group: <i>M</i> Type: <i>SB</i> <i>IBC 2003</i></p> <p>Signature: <i>[Signature]</i></p>		<p>Signature: <i>[Signature]</i></p>
<p>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</p> <p>Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied</p> <p>Signature: _____ Date: _____</p>				

Permit Taken By: Idobson	Date Applied For: 05/09/2008	Zoning Approval
-----------------------------	---------------------------------	------------------------

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..



<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>OK with conditions</i> Date: <i>5/12/08</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input checked="" type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>
---	---	---

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

 X **Final inspection required at completion of work.**


Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



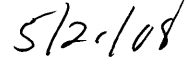
Signature of Applicant/Designee



Date



Signature of Inspections Official



Date

M



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

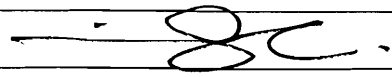
Location/Address of Construction: 99 CONGRESS ST.		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# 14 Block# D Lot# 003	Applicant * <u>must be owner, Lessee or Buyer</u> * Name WILLA WIRTH Address PO BOX 322 City, State & Zip PORTLAND, ME 04112	Telephone: (207) 232-5328
Lessee/DBA (If Applicable) WILLA WIRTH WILLA WIRTH SILVER DESIGNS	Owner (if different from Applicant) Name DIK DAGAVARIAN Address 280 HOVEY ST. City, State & Zip LOWELL, MA	Cost Of Work: \$ 4000.00 C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) RETAIL		
If vacant, what was the previous use? _____		
Proposed Specific use: _____		
Is property part of a subdivision? _____ If yes, please name _____		
Project description: REPLACE EXISTING STOREFRONT WINDOWS		
Contractor's name: JEROMEY HOUSE		
Address: 273 PRESUMPSLOT ST.		
City, State & Zip: PORTLAND ME		Telephone: 207 650 4180
Who should we contact when the permit is ready: WILLA WIRTH		Telephone: 207 232 5328
Mailing address: PO BOX 322 PORTLAND, ME. 04112		

MAY - 3 2008

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature:  Date: **5.07.08**

This is not a permit; you may not commence ANY work until the permit is issue

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0487	Date Applied For: 05/09/2008	CBL: 014 D003001
------------------------------	--	----------------------------

Location of Construction: 99 CONGRESS ST	Owner Name: DAGAVARIAN HELEN M & VA	Owner Address: 280 HOVEY ST	Phone:
Business Name:	Contractor Name: Jeromey House	Contractor Address: 9 Howard St. Portland	Phone (207) 671-9831
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Front Building - Retail - Replace existing storefront windows	Proposed Project Description: Replace existing storefront windows
---	---

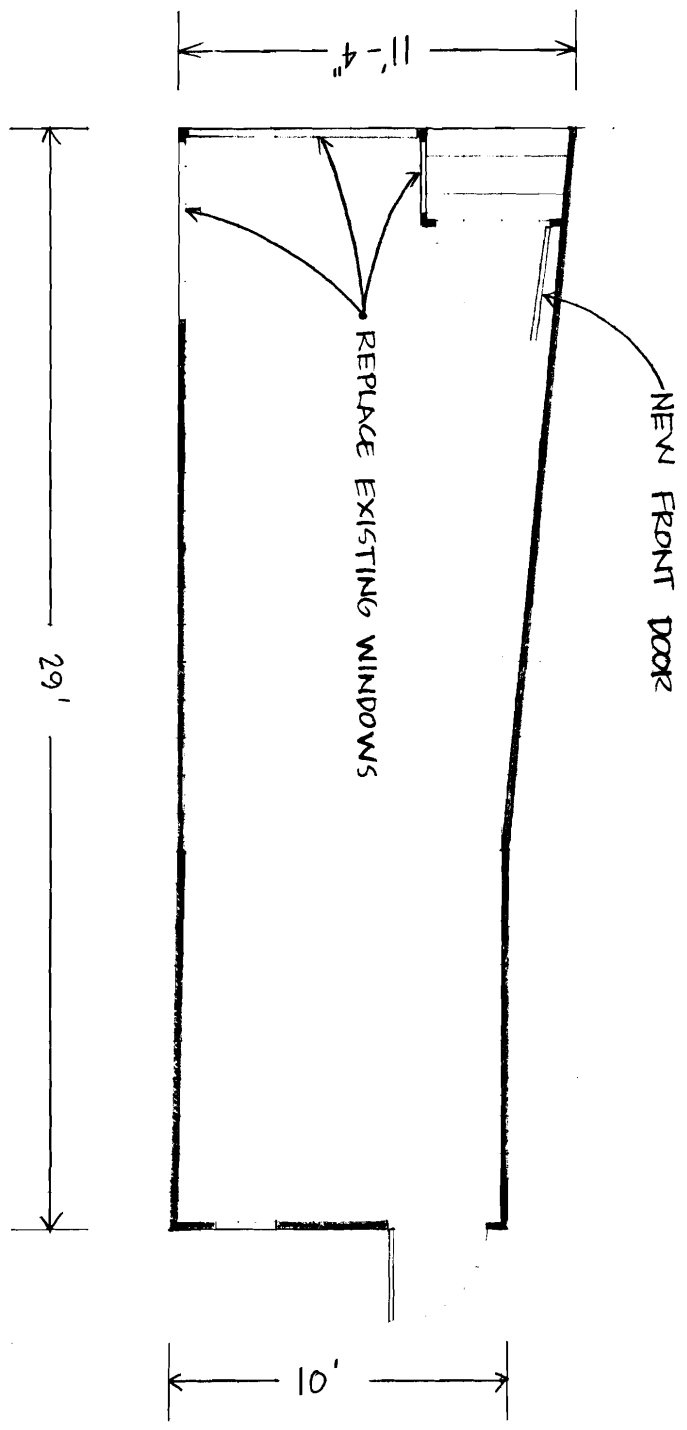
Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 05/12/2008**Note:** **Ok to Issue:**

- 1) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 2) This property shall remain a single family dwelling in the rear building and a retail use in the front building. Any change of use shall require a separate permit application for review and approval.
- 3) Separate permits shall be required for any new signage.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 05/14/2008**Note:** **Ok to Issue:**

- 1) This permit is for window and door replacement in the existing openings. Upon removal of the existing door and windows it is determined structural work needs to be done, this permit must be ammended, reviewed, and approved. It does NOT authorize any construction activities.
- 2) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.

99 CONGRESS ST.
1 UNIT □ = 1 FOOT



← CONGRESS ST.

Customer Copy

Quote # 512791

WILLA WIRTH SILVER DESIGN
ROYAL WINDOW & DOOR
210 WEST ROAD, UNIT 6

4/10/2008



PORTSMOUTH
(603)433-3075

NH 03801
FAX (603)433-6017

Quote 512791
Job Tag WILLA WIRTH SILVER DESIGN
Company

Bid By

Job Site
WILLA WIRTH ART GALLERY

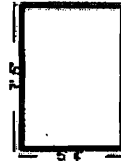
FAX

Line	Item Number	UM	Qty	Customer Price	Extended Price
100	CAUXS	EA	1	\$1,175.05	\$1,175.05

CLAD AUXILIARIES

1 WIDE UNIT, 2 7/8" WALL, NO STEP JAMB, FIR, NAILFIN, NO BRICKMOLD, WHITE, COLONIAL STOPS

CLAD AUXILIARY, FIR, 5', 4", 0, 7', 5", 0, TEMP LOW E



Rough Opening: 5' 4 1/2" X 7' 5 1/2"

temp

Quote # 512791

WILLA WIRTH SILVER DESIGN

Line	Item Number	UM	Qty	Customer Price	Extended Price
200	CAUXS	EA	1	\$1,296.07	\$1,296.07

CLAD AUXILIARIES

1 WIDE UNIT, 2 7/8" WALL, NO STEP JAMB, DOUG FIR, NAILFIN, NO BRICKMOLD, WHITE, COLONIAL STOPS

CLAD AUXILIARY, FIR, 5', 11", 0, 7', 5", 0, TEMP LOW E



Rough Opening: 5' 11 1/2" X 7' 5 1/2"

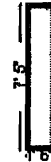
temp

Line	Item Number	UM	Qty	Customer Price	Extended Price
300	CAUXS	EA	1	\$373.81	\$373.81

CLAD AUXILIARIES

1 WIDE UNIT, 2 7/8" WALL, NO STEP JAMB, FIR, NAILFIN, NO BRICKMOLD, WHITE, COLONIAL STOPS

CLAD AUXILIARY, FIR, 1', 6", 0, 7', 5", 0, TEMP LOW E, DP POS 30, DP NEG 30

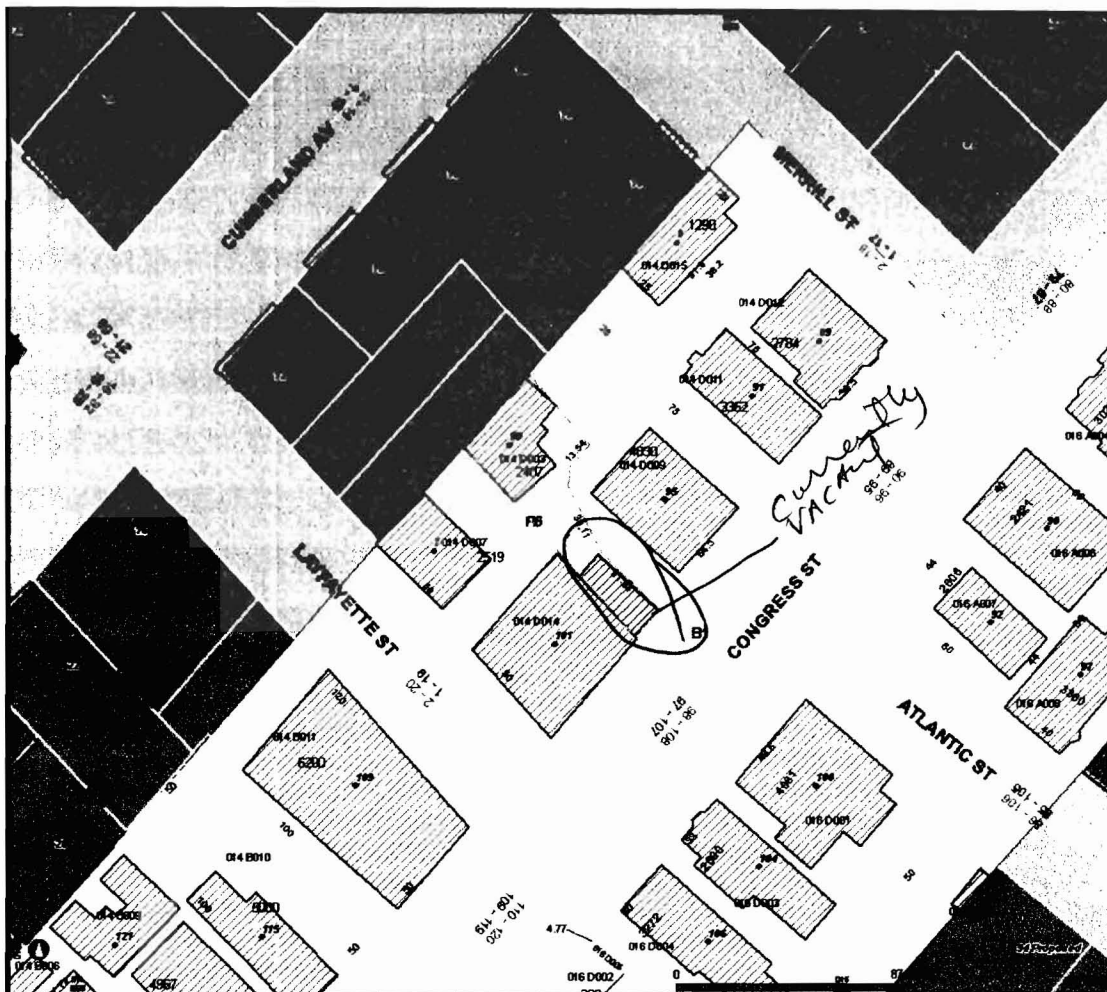


Rough Opening: 1' 6 1/2" X 7' 5 1/2"

temp

Selling Price	\$2,844.94
Labor	\$0.00
Freight	\$75.00
Sales Tax	\$142.25
Total Quote	\$3,062.19

Disclaimer

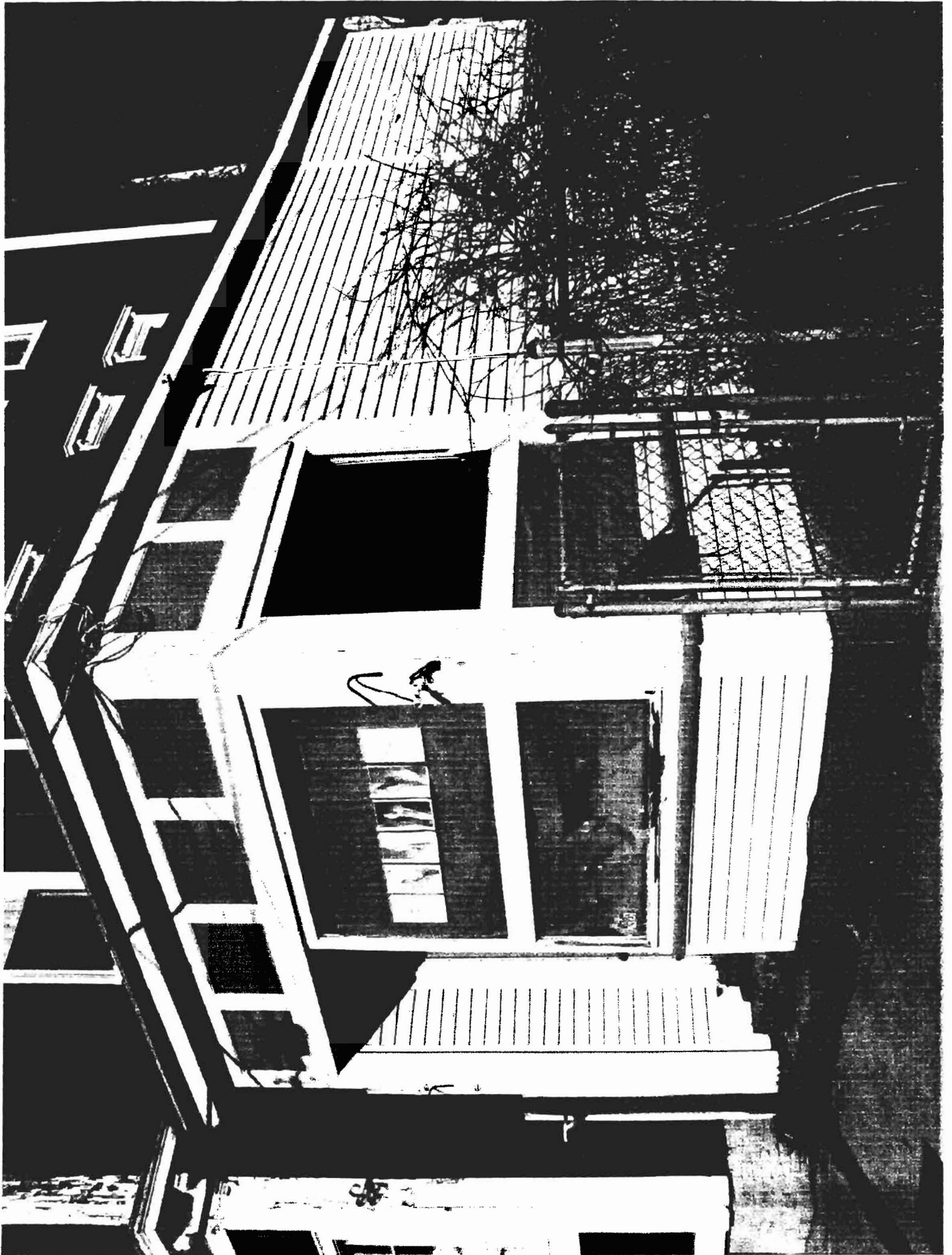


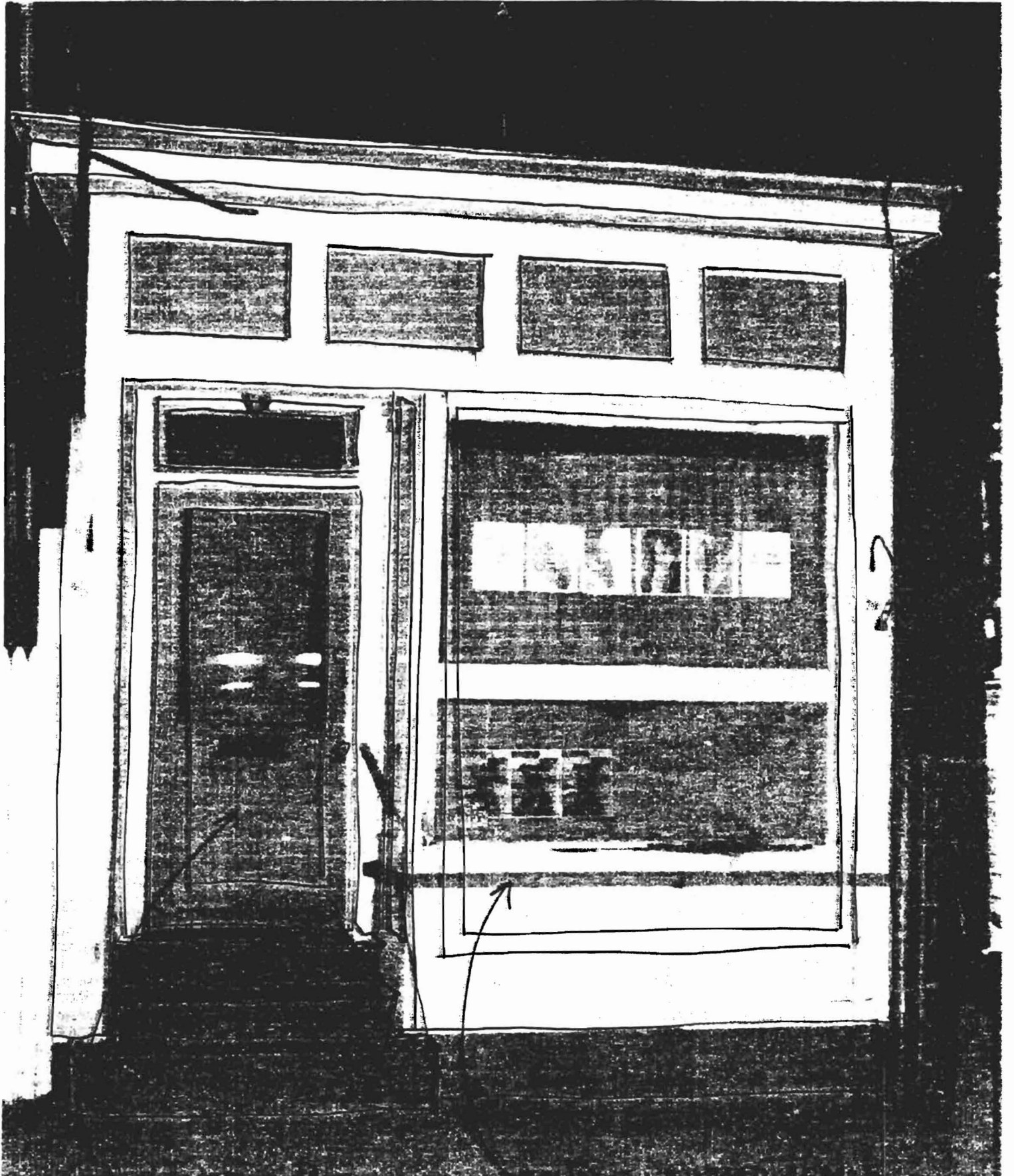
City of Portland
GIS



DISCLAIMER : This is a product of the City of Portland MIS Department. The data depicted here have been developed with cooperation from other federal, state and local agencies. The City of Portland expressly disclaims responsibility for damages or liability that may arise from the use of this map.

Copyright 2007
City of Portland
389 Congress St.
Portland, Maine
04101





T. B. D.

NEW WINDOWS WILL LAP TO FLOOR
FROM EXISTING FRAMEWORK
2x4 CONSTRUCTION BY NEW
(W. DROPPED TO FIT)



**ROYAL WINDOW AND DOOR, LLC
TERMS AND CONDITIONS OF SALE**

THIS PURCHASE AND AGREEMENT (THE "AGREEMENT"), entered into as of the date set forth hereon, is made between Royal Window and Door, LLC (the "Seller") and the buyer named below (the "Buyer"). Now, in return for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Royal Window & Door, LLC and Buyer herein agree as follows:

SALE AND DELIVERY: Royal Window & Door, LLC, agrees to sell to the Buyer (who's signature is below) the goods described on this quote. All Goods are sold to Buyer F.O.B. Royal Window & Door, LLC's warehouse. Royal Window & Door, LLC does not guarantee delivery on any desired date. If Buyer requires delivery within certain limitations, (buyer will need to take into consideration the factory lead-time up to 5-7 weeks) such requirements must be separately set out on the agreement. Royal Window & Door, LLC agrees to make tailgate delivery only to the jobsite and buyer must furnish help to unload. A gas surcharge will be assessed on all deliveries. Shipping charges may be assessed on small items to be mailed by postal/package carrier. These charges will be added to the purchase invoice. NET 25 CUSTOMERS: (See Storage and Handling below; Storage fees of 1 1/2% net order per month will be assessed after 14 days.

ACCEPTANCE OF GOODS: Buyer or Buyer's Agent agrees to inspect carefully the condition and quantity of goods immediately upon delivery. Any defects, damage, or discrepancies must be noted on the driver's paperwork at the time of delivery.

LIMITED WARRANTY: Royal Window & Door, LLC, will supply copies of Manufacturers' warranties only after final payment for all products has been made to Royal Window & Door, LLC. Warranty is not considered in effect until full payment is received.

SERVICE ITEMS: NO SERVICE ITEM SHALL BE USED AS A REASON NOT TO PAY THE PURCHASE PRICE OF THIS AGREEMENT IN FULL. Any service work requested will be completed only after full payment has been made to Royal Window & Door, LLC. Any service parts, for which payment is required, shall require a 50% deposit at the time of order, with the balance due on the day that the service is performed.

PAYMENT DATE: Buyer agrees to pay in full for all items purchased on or before the terms of this agreement.

INSTALLATION: Royal Window & Door, LLC, does not agree to perform any installation work, nor does it agree to supervise or guarantee the installation work of others.

TERMS OF PAYMENT FOR C.O.D. ORDERS: A 50% deposit is required with each sale unless otherwise approved, in writing, and noted by Royal Window & Door, LLC. If C.O.D. balance due is less than \$2,000, cash or personal check is acceptable. If balance is over \$2,000, a bank check is required. A bank check is not required for deposits. Sales of \$3,000.00 or less require full payment at time of order with Royal Window & Door, LLC.

DEPOSITS: Any deposits on orders are considered partial payments and are not refundable.

CHARGE CUSTOMERS TERMS OF PAYMENT: If Buyer qualifies for open charge status, terms are 2/10 net/ 25 days from date of shipment from Eagle Window & Door (THE FACTORY). Company checks and/or C.O.D. payments are acceptable.

COMMERCIAL AGREEMENTS TERMS OF PAYMENT: For large commercial agreements, the contract terms are to be negotiated between Royal Window & Door, LLC, and the owner, or owner's agent, on each project.

COLLECTION: In the event that any portion of the Purchase Price has not been paid within terms as stated in this agreement, Royal Window & Door, LLC, shall be entitled to refer the account to an Attorney or collection agent for collection. In such event, the Buyer shall be liable for any reasonable collection fees, Attorney's fees, and/or Court Costs incurred by Royal Window & Door, LLC.

INTEREST PENALTY: An interest penalty of 1 1/2% per month, equal to 18% per annum, will be imposed on all outstanding account balances that are beyond the buyer's terms of sale.

ORDER CHANGE OR CANCELLATION: An order may only be cancelled or changed within 48 hours of the contract being signed. ABSOLUTELY NO CHANGES OR CANCELLATIONS CAN BE MADE AFTER 48 HRS OF SIGNED CONTRACT. Buyer shall be liable for any change/cancellation charges. Change/cancellation charges will be added to the invoiced purchase price.

STORAGE AND HANDLING: STORAGE IS AVAILABLE TO NET 25 CUSTOMERS ONLY. Full payment is expected for all stored materials. Materials stored longer than 14 days will be assessed a storage fee of 1 1/2% of the net order per month. Storage fees will be added to the invoiced purchase price.

DOOR/WINDOW HANDING: Ensuring accurate door/window handing is the responsibility of the buyer. Royal Window and Door, LLC, accepts no responsibility for incorrect door/window handing once agreement has been signed and order has been placed. (See order change/cancellation stated above).

DISCLAIMER OF WARRANTY: ALL PRODUCTS ARE SOLD BY ROYAL WINDOW & DOOR, LLC, ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, OTHER THAN ANY ORIGINAL MANUFACTURER'S WARRANTY THAT MAY BE PASSED ON TO THE BUYER AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ROYAL WINDOW & DOOR, LLC, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT MADE BY ROYAL WINDOW & DOOR, LLC, OR ANY OF ITS EMPLOYEES OR AGENTS THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED A WARRANTY BY ROYAL WINDOW & DOOR, LLC, NOR GIVE RISE TO ANY LIABILITY OF ROYAL WINDOW & DOOR, LLC, WHATSOEVER. IN NO EVENT SHALL ROYAL WINDOW & DOOR, LLC, BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA OR ECONOMIC DAMAGE, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER ROYAL WINDOW & DOOR, LLC, HAS BEEN ADVISED OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any provision contained herein to the contrary, the sole liability of Royal Window & Door, LLC, arising out of or in connection with this Agreement or any sale, use of or inability to use the Products, whether such liability arises from any claim based upon agreement, warranty, tort, or otherwise, shall be limited to the amount paid by Buyer to Royal Window & Door, LLC, for the Products. Buyer hereby releases and holds Royal Window & Door, LLC, and its officers, directors, employees and agents harmless from and against any and all claims for damages of any nature, arising in any way from Buyer's use of the Products and any violation by Buyer of this Agreement. This obligation shall survive termination of this Agreement. If the Buyer does not accept the Products on these terms, the unopened Products are to be returned to Royal Window & Door, LLC, immediately.

MISCELLANEOUS:

- (i) **Laws.** These terms and conditions and all quotations made and all orders accepted by the Royal Window & Door, LLC, are governed by and construed under the laws of the State of New Hampshire without giving effect to principles of choice or conflicts of law. The Buyer agrees that all claims arising from this Agreement shall be determined by the courts of New Hampshire, and for purposes of suit against the Buyer, the Buyer submits itself to the exclusive jurisdiction of the State of New Hampshire.
- (ii) **Force Majeure.** Royal Window & Door, LLC, shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, power failure, hardware failure, acts of God, or acts in compliance with any law or government regulation.