

February 2, 2017

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STORM WINDOW CONTRACT

Proposal For:           McNiff, Brian  
  
Project Address:        320 Spring Street, Portland, ME  
  
Number of storms:      11

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We propose to furnish all the materials expect those noted, and to perform all the labor necessary for the completion of the following:

Purchase and installation of four (4) Allied HOL-B and seven (7) Allied HOL-OP exterior storm panels. Includes:

1. HOL-B and HOL-OP units glazed with 1/8" clear glass.
2. HOL-B and HOL-OP, Color: Black.
3. Removal and disposal of old storms, if present, and preparation of window openings prior to installation.
4. Guarantee and Price
  - a. All material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specifications submitted for the work and completed in a substantial workmanlike manner for the sum of *Seven thousand, four hundred eighty dollars (\$7,480.00)* with payments to be made as follows: A deposit of *Two thousand, nine hundred eighty dollars and eighteen cents (\$2,980.18)* upon contracting, a progress payment of *Two thousand, nine hundred eighty dollars (\$2,980.00)* upon receipt of storms by Bagala Window Works, and the *remainder* due upon completion. Any *extra costs* will be approved by customer and billed upon project completion.
5. Payment Terms
  - a. Bagala Window Works will invoice client according to the payment schedule outlined in Section 4. Payments are due 10 days from the date of invoice. Bagala

Window Works reserves the right to cease work if payment is not received according to the terms of the invoice.

- b. Client agrees to pay interest at the rate of 1.5% monthly (18.0% per anum) on amounts outstanding 40 days after invoice date, except where and to the extent such percentage is prohibited by applicable law. Interest is payable monthly on any past due payment due under this agreement. Client agrees to pay any costs of collection, including attorney's fees.

6. Alterations, Contingencies, and Insurance

- a. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond the contractor's control. The owner is to carry fire, casualty and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by the contractor.

Submitted by

Marc Bagala

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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