

City of Portland, Maine - Building or Use Permit Application

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

| | | |
|---------------------------------|--------------------|----------------------------|
| Permit No: 2013-00219 | Issue Date: | CBL: 118 E010001 |
|---------------------------------|--------------------|----------------------------|

| | | | |
|--|---|---|---|
| Location of Construction: 58 NOYES ST | Owner Name: KRIGMAN MICHAEL R | Owner Address: 58 NOYES ST PORTLAND , ME 04103 | Phone: (207) 939-8956 |
| Business Name: | Contractor Name: Lowe's | Contractor Address: 1058 Brighton Avenue Portland ME 04102 | Phone |
| Lessee/Buyer's Name | Phone: | Permit Type: Structure other than Building | Zone: R5 |
| Past Use: 2 Family | Proposed Use: 2 Family | Permit Fee: \$60.00 | Cost of Work: \$4,000.00 |
| Proposed Project Description: Install temp/modular ramp **RUSH PLEASE** | | FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A | INSPECTION: Use Group: Type: |
| | | Signature: | Signature: |
| | | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) | |
| | | Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied | |
| | | Signature: | Date: |
| Permit Taken By: bjs | Date Applied For: 02/01/2013 | 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..

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

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

CBL: 118 E01000 Permit ID: 2013-00219

Additional Comments:

2/4/2013-AMACHADO/Zoning:

Brad received an email from the contractor at Lowes stating that the owner had cancelled the shipment of the temporary ramp. Brad closed the permit.

WITHDRAW

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

389 Congress Street
 Portland, Maine 04101

RECEIPT OF FEES

| | |
|---|---|
| Application No: 201300219 | Applicant: KRIGMAN MICHAEL R |
| Project Name: Install temp/modular ramp **RUSH | Location: 58 NOYES ST |
| CBL: 118 E010001 | Permit Type: Structure other than Building |
| Invoice Date: 02/01/2013 | |

| | | | | | | | | | |
|-------------------------|---|-------------------------|---|---------------------|---|------------------------|---|------------------|-------------------------|
| Previous Balance | - | Payment Received | + | Current Fees | - | Current Payment | = | Total Due | Payment Due Date |
| \$0.00 | | \$0.00 | | \$60.00 | | \$60.00 | | \$0.00 | On Receipt |

Previous Balance **\$0.00**

| Fee Description | Qty | Fee/Deposit Charge |
|----------------------------------|-----|--------------------|
| Building Permit Fee First \$1000 | 1 | \$30.00 |
| Building Permit Fee Add'l \$1000 | 3 | \$30.00 |
| | | <hr/> \$60.00 |
| Total Current Fees: | + | \$60.00 |
| Total Current Payments: | - | \$60.00 |
| Amount Due Now: | | \$0.00 |

CBL 118 E010001
Bill to: KRIGMAN MICHAEL R
 58 NOYES ST
 PORTLAND, ME 04103

Application No: 201300219
Invoice Date: 02/01/2013
Invoice No: 40013
Total Amt Due: \$0.00
Payment Amount:

Make checks payable to the *City of Portland*, ATTN: Inspections, 3rd Floor, 389 Congress Street, Portland, ME 04101.

Ann Machado - VOID/Cancel permit; 58 Noyes St temp ramp application:

From: Brad Saucier
To: Ann Machado; Marge Schmuckal; Tammy Munson
Date: 2/4/2013 11:17 AM
Subject: VOID/Cancel permit; 58 Noyes St temp ramp application.

Hi, I just got a call from the contractor at Lowes for the temp ramp permit. The owner called him to cancel the shipment of the temp ramp. I have cancelled the permit in the system.

Brad Saucier
Administrative Assistant
Inspections Division
City of Portland
(207) 874-8703

WITHDRAW

RECEIVED

FEB - 4 2013

Dept. of Building Inspections
City of Portland Maine



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: <u>58 NOYES ST, PORTLAND ME 04103</u> | | |
| Total Square Footage of Proposed Structure/Area | Square Footage of Lot | Number of Stories <u>2</u> |
| Tax Assessor's Chart, Block & Lot Chart# Block# Lot# | Applicant: (must be owner, lessee or buyer) Name <u>MICHAEL R. KRIGMAN</u> Address <u>58 NOYES ST</u> City, State & Zip <u>(Portland) ME 04103</u> | Telephone: <u>(207) 939-8956</u> <u>cell</u> <u>4000,00</u> |
| Lessee/DBA RECEIVED FEB 01 2013 Dept. of Building Inspections City of Portland Maine | Owner: (if different from applicant) Name Address City, State & Zip <u>SAME</u> | Cost of Work: \$ <u> </u> C of O Fee: \$ <u> </u> Historic Review: \$ <u> </u> Planning Amin.: \$ <u>60.00</u> Total Fee: \$ <u>3003.54</u> |
| Current legal use (i.e. single family) <u>Two Family Home</u> Number of Residential Units <u>2</u> If vacant, what was the previous use? <u> </u> Proposed Specific use: <u>ACCESS TO FIRST FLOOR FOR DISABLED/INJURED OWNER</u> Is property part of a subdivision? <u>NO</u> If yes, please name <u> </u> Project description: <u>INSTALL Temp/modular RAMP</u> | | |
| Contractor's name: <u>LOWE'S</u> | | Email: <u>joe.urtuzo@astegui.com</u> |
| Address: <u>1058 BRIGHTON AVE</u> | | Telephone: <u>233-5783 cell</u> |
| City, State & Zip: <u>PORTLAND ME 04102</u> | | Telephone: <u>939-8956 cell</u> |
| Who should we contact when the permit is ready: <u>MICHAEL KRIGMAN</u> | | Telephone: <u>939-8956 cell</u> |
| Mailing address: <u>MICHAEL R. KRIGMAN, 58 NOYES ST, PORTLAND ME 04103-4438</u> | | |

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.

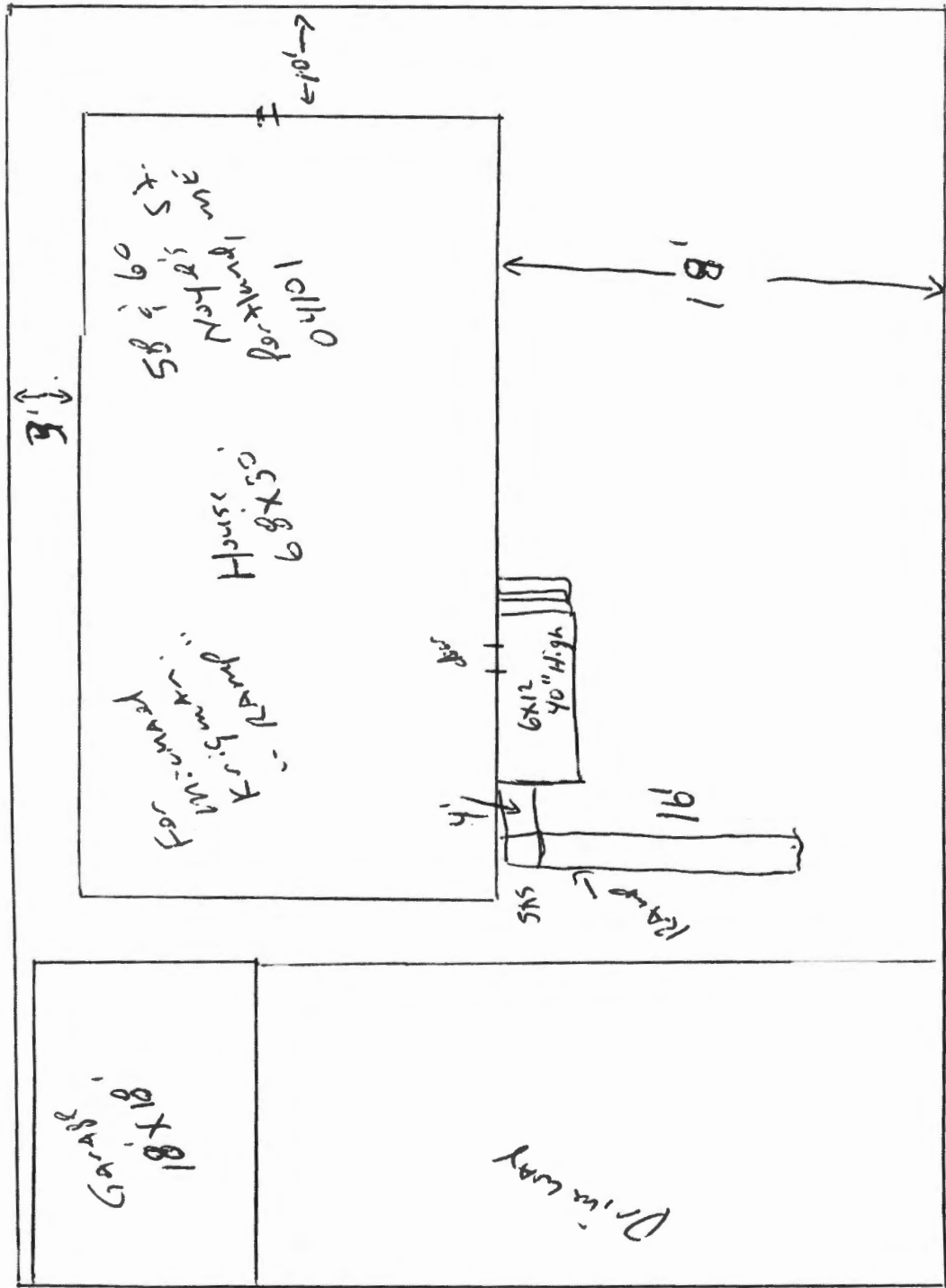
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: [Signature] Date: 02/01/2013

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

Street
Meters

~~WITHDRAW~~



oakdale Street

NOTICE OF RIGHT TO CANCEL

(enter date of transaction)

1-28-13

(Date)

WITHDRAWN

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Lowe's

[Name of seller]

at 7059 Brighton Ave. Portland, ME

[Address of seller's place of business]

04102
NOT LATER

THAN MIDNIGHT OF 1-31-13

[Date]

[Enter date 3 business days after transaction date above (or longer as required by applicable law); include Saturdays but not Sundays and Federal Holidays.]

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES AND CERTIFICATION

On this 28th day of January, 2013 (year), each of you hereby acknowledges receipt of two (2) copies of the foregoing Notice of Right to Cancel; each of you who is a party to the Contract hereby acknowledges receipt of one (1) copy of the fully executed and dated Contract Number 0001271.

(SEAL)

(SEAL)

[Signature]
(Witness)

NOTE: Each Customer who is a party to the Contract must sign above.

PLM 1946

PROJECT ESTIMATE

RAMP PROJECT

CONTACT: KRIGMAN, MICHAEL
CUST #: 113664835

SALESPERSON: URTUZUASTEGUI, JOSEPH
SALES #: 1324036

PROJECT NUMBER: 368633020

DATE ESTIMATED: 01/28/13

| QTY | ITEM # | ITEM DESCRIPTION | VEND PART # | PRICE |
|-----|--------|------------------------------|-------------|---------|
| 1 | 88927 | MODULAR RAMP | A-4 | 534.50 |
| 1 | 88927 | MODULAR RAMP | D-5X5 | 1010.80 |
| 1 | 88927 | MODULAR RAMP | B-16 | 1537.45 |
| 10 | 10335 | 4X8X16 SOLID CAP | 100015625 | 14.40 |
| 10 | 63551 | WEDGE ANCHOR 3/8 X 3, SGL PK | 50092 | 15.80 |
| 1 | 193111 | BASIC LABOR/L-TURN RAMP | | 464.99 |
| 1 | 194462 | LABOR/CLEARING & LEVELING | | 130.00 |

| | |
|-------------------|---------|
| DETAIL FEE CREDIT | 0.01 |
| TOTAL FOR ITEMS | 3707.94 |
| FREIGHT CHARGES | 0.00 |
| DELIVERY CHARGES | 0.00 |
| TAX AMOUNT | 155.65 |
| TOTAL ESTIMATE | 3863.59 |

This Quote is valid until 02/27/13.

JUE URTUZUASTEGUI

MANAGER SIGNATURE

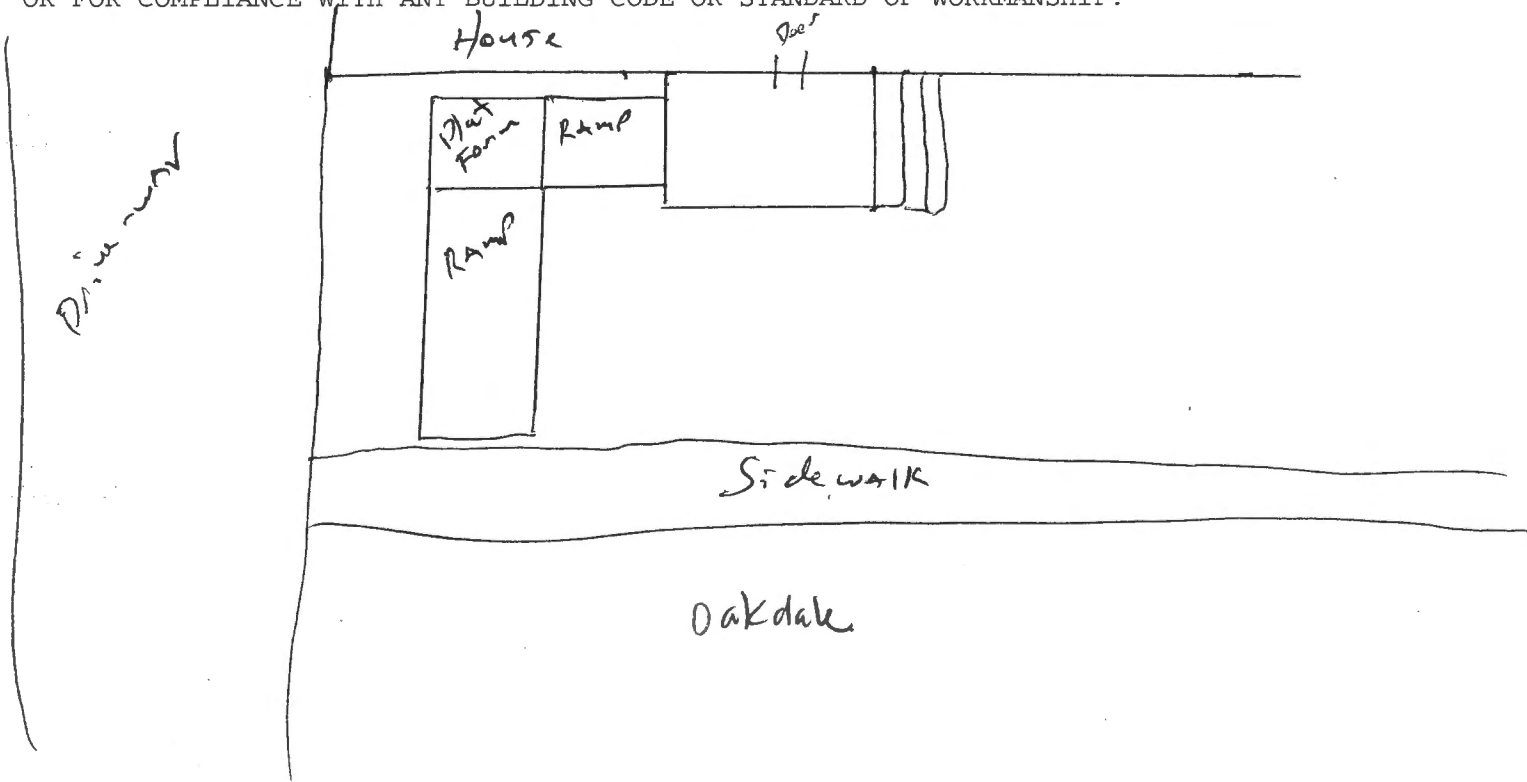
01/28/13

DATE

WITHDRAW

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.





CONTRACT # 0001271

MAINE EXTERIOR SOLUTIONS INSTALLED SALES CONTRACT

INSTALLED SALES/SPECIALIST: Dee Uzuzas-Fegui NUMBER: 1324036
 STORE NO. 1946 STREET ADDRESS: 1058 Brighton Ave
 CITY Portland, ME STATE ME ZIP 04102
 TELEPHONE (207) 482-2800
 DATE 1/29/13 LOWE'S CONTRACTOR LICENSE NUMBER

CUSTOMER: Michael Krigman
 STREET ADDRESS: 58 Noyes St.
 CITY Portland, ME STATE ME ZIP 04101
 TELEPHONE (207) 318-6384
 CASH BANK CARD LOC REG CHARGE

This is only a quote for the merchandise and services printed below. This becomes an agreement upon payment. Upon payment, the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document and any other addenda and attachments hereto, shall be referred to herein as this "Contract". PLEASE READ ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE AND FOLLOWING PAGES BEFORE SIGNING.

INSTALLATION STREET ADDRESS: 58 Noyes St. CITY Portland STATE MAINE ZIP 04101
Provide and install one 20ft Ramp with one 5x5 Platform. Access Ramp is modular Aluminum ADA Ramp.
Customer is responsible for city of Portland Permit.
Call Marycriste Infocombator - 874-8695
Call for void permit
at footer
your shipping time for permits
"purchase via YR Freight -
drive in 2/4" (weather
furnishing)

Contract Total 3063.59
 *applicable taxes included

NOTICE TO CUSTOMER: Federal law requires Lowe's to provide you with the pamphlet *Renovate Right*. By signing this Contract, Customer acknowledges having received a copy of this pamphlet before work began informing Customer of the potential risk of the lead hazard exposure from renovation activity to be performed in Customer's dwelling unit.

PHOTO RELEASE: Customer grants to Lowe's and Lowe's employees the right to take photographs of all work performed at the Premises related to this Contract, and irrevocably grants to Lowe's all right, title and interest in and to the photographs for use in all markets and media, worldwide, in perpetuity. Customer authorizes Lowe's to copyright, use and publish the photographs in print and/or electronically, and agrees that Lowe's may use such photographs for any lawful purpose, including, but not limited to, marketing, advertising, publicity, illustration, training and Web content. By initialing here, Customer agrees to the foregoing. [Customer to initial to the left].

Work is to commence upon reasonable availability of Contractor and/or any special order or customer made Good(s) which is anticipated to be [fill in date]. Said estimated substantial completion date is not of the essence. A statement of any contingencies that would materially change said estimated substantial completion date is as follows: 2/20 (if applicable, insert a statement of such contingencies).

NOTICE OF ARBITRATION AGREEMENT
This Contract provides that all claims by Customer or Lowe's will be resolved by BINDING ARBITRATION. Customer and Lowe's GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Lowe's and Customer's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Lowe's and Customer are entitled to a FAIR HEARING. But the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. See paragraph 12 The Terms and Conditions Section of this Contract for a description of your dispute resolution options under Maine law.
FOR MORE DETAILS: Review the section titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION found in the Terms and Conditions of this Contract.

DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE TERMS AND CONDITIONS CONTAINED ON ALL PAGES OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

WITNESS OUR HAND(S) AND SEAL(S) BELOW THIS 20 DAY OF January 2013
 Lowe's Home Centers, Inc.
 _____ Owner
 _____ Co-owner or Witness

Customer acknowledges receipt of a true copy which was completely filed in prior to Customer's execution hereof. You the customer may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached Notice of Right to Cancel for an explanation of this right.

WITHDRAW

TERMS AND CONDITIONS

- "LOWES" DEFINED.** Within this Contract (as defined on the face page of this Contract), the term "Lowe's" shall refer to Lowe's Home Centers, Inc., a North Carolina corporation.
- GENERAL DESCRIPTION.** By this Contract, Customer and Lowe's agree that 1) Customer shall purchase and Lowe's shall sell the goods and/or materials (the "Goods") and 2) Lowe's shall procure on Customer's behalf, and Customer shall pay for, the services to install the Goods (the "Installation Services") in or on the premises identified on the face of this Contract (the "Premises") for the Contract Total stated on the face of this Contract (the "Price") and according to the provisions of the Contract documents. The Contract documents shall consist of (1) the face of this Contract; (2) these Terms and Conditions, and (3) any attached sketches, materials lists, floor plans, and/or specification sheets and other addenda or attachments hereto. The Contract documents do not include any correspondence, advertisements, estimates or other documents that are not attached.
- INSTALLATION SERVICES.** Customer authorizes Lowe's on Customer's behalf to (a) arrange for the Installation Services to be performed by an independent contractor (the "Installer") (licensed when legally required), (b) issue a work order to the Installer to perform the Installation Services, (c) have the Installer's work inspected, should Lowe's in its discretion choose to do so (it being agreed that Lowe's has no obligation to do so), and (d) pay the Installer after completion of the work and after receipt of a certificate, signed and dated by Customer, that the work has been satisfactorily completed (the "Certificate of Completion"). Customer understands that Lowe's will rely upon the Certificate of Completion in paying the Installer for the Installation Services. **CUSTOMER AGREES THAT THE INSTALLER WILL PERFORM THE INSTALLATION SERVICES ACTING AS AN INDEPENDENT CONTRACTOR FOR CUSTOMER AND NOT UNDER THE SUPERVISION OR CONTROL OF LOWE'S.** Customer agrees that the Installation Services do not include architectural/engineering services or structural changes to the Premises or any other services beyond the ordinary and routine installation of the Goods as specifically provided in this Contract. Customer is responsible, at Customer's cost, for providing any necessary architectural/engineering services or structural changes to the Premises or any other services not specifically identified in this Contract.
- GOODS.** Lowe's will arrange for delivery of the Goods to the Premises. Customer agrees Lowe's owns all Goods until installed into the home, building, or on customer's property. Customer agrees Contract is being offered for the total Price (per below). Customer further agrees any surplus materials upon completion of the installation services shall remain the property of Lowe's and, if instructed by Lowe's, such surplus materials shall be returned to Lowe's by the Installer. Upon request from Customer at the time of job completion, Lowe's, in its discretion, will allow all or part of unused, receipted surplus materials to be retained by the Customer.
- PRICE.** The Price covers the Goods, Installation Services, and applicable taxes. The Price assumes sound existing substructures, superstructure and points of attachments. The Price shall be increased by the cost and reasonable profit to Lowe's of having to provide additional Goods and/or Installation Services as a result of defective substructures, superstructures, or points of attachments or the existence of any other Undisclosed Condition (per below). In the event of an Undisclosed Condition or the foregoing, Customer will execute a change order or a new replacement contract upon Lowe's request.
- PAYMENT.** Payment of the Price by Customer to Lowe's is due in full upon execution of this Contract. Therefore, the installation work for this Contract is being paid in advance, in its entirety. Pursuant to 10 M.R.S. Section 1489, Lowe's and Customer specifically agree to this payment term, which differs from the terms contained in 10 M.R.S. Section 1487(5) of the Maine Home Construction Statute, which limits prepayment to one third of the purchase price unless otherwise agreed. Payment for any change order or new replacement contract is due at the time of that change order or replacement contract. Lowe's will send to Customer by U.S. Mail a receipt evidencing Customer's purchase after Payment is processed.
- LICENSES, PERMITS, SAFETY RULES, BUILDING CODES, ZONING ORDINANCES, AND OTHER LAWS.** The Installer shall be solely responsible to Customer for obtaining any and all licenses, registrations, certifications, and permits which are legally required to perform the Installation Services. The Installer shall also be solely responsible to Customer for the Installation Services being performed in compliance with all applicable safety rules and all existing building codes, zoning ordinances or other laws. Neither the Installer nor Lowe's shall be responsible for any pre-existing violations of safety rules, building codes, zoning ordinances or other laws and shall not be required to address or correct same. If prior to the completion of work a change occurs to any applicable safety rule, building code, zoning ordinance or other law which requires additional Goods and/or Installation Services to perform this Contract, Customer agrees to pay Lowe's the cost and reasonable profit for such additional Goods and Installation Services and to execute a resulting change order or new replacement contract as requested by Lowe's. No additional work will be performed under this Contract due to any change to any applicable safety rule, building code, zoning ordinance or other law that occurs after the completion of work.
- CUSTOMER'S WARRANTY AGAINST VIOLATIONS OF EASEMENTS, COVENANTS, AND THIRD PARTY RIGHTS.** Customer warrants that performance of the Installation Services will not violate any existing real property easements, covenants, homeowners' association rules or rights of third parties holding an interest in the real property being improved.
- UNDISCLOSED CONDITIONS IN PREMISES.** If any defect, weakness or dangerous condition including, but in no way limited to, mold, mildew, rot, asbestos or infestation ("Undisclosed Condition") is discovered or identified in the Premises' structure, substructure, superstructure or points of attachment at any time prior to completion of the Installation Services, Customer must remedy the Undisclosed Condition at Customer's sole cost and expense and to Lowe's sole satisfaction. If Customer refuses to permit inspection of the Premises as set forth below, Lowe's may terminate or rescind this Contract without remedy or recourse by, or further obligation to, Customer, except as expressly provided below. If Customer and Lowe's disagree as to whether an Undisclosed Condition exists, Lowe's may in its sole discretion obtain the services of an inspector to inspect the Premises at Lowe's sole cost and expense, and if Lowe's chooses to do so, such inspector's report shall be final and conclusive as to whether an Undisclosed Condition exists. In the event of any Undisclosed Condition that Customer does not remedy to Lowe's sole satisfaction, or any failure by Customer to perform any other obligation of Customer under this Contract, then at Lowe's option (i) Lowe's may rescind this Contract and return the Price to Customer without further cost or obligation by either Customer or Lowe's if Lowe's notifies Customer of its election to rescind this Contract prior to the earlier of delivery of the Goods and the Installer beginning performance of the Installation Services, or (ii) Lowe's may terminate this Contract without remedy or recourse by, or further obligation to, Customer, except as expressly provided below if Lowe's notifies Customer of its election to terminate this Contract after the earlier of delivery of the Goods and the Installer beginning performance of the Installation Services. In the event that Lowe's terminates this Contract as provided in this Section, then Customer may return the Goods (other than Goods that have been "custom-made") in their original, unopened condition, to Lowe's for a refund or credit. Any such return must be made within thirty (30) days after Lowe's terminates this Contract. Customer will be charged a 15% restocking fee on any such returns. Goods not in their original, unopened condition, and custom-made goods, may not be returned. "Custom-made" goods include goods that have been uniquely altered, color-matched, shaped, sized, cut or otherwise designed or fitted to accommodate the requirements of a particular space or environment. Examples of custom-made goods include, but are not limited to, cabinets, countertops, floor and wall coverings, and window treatments. If Lowe's terminates this Contract as provided herein, Lowe's shall have no obligation to refund any portion of the Price (except as expressly provided herein) and shall have no obligation to restore the Premises to their original condition. Notwithstanding the foregoing, and alternative to rescinding or terminating this Contract as described above, upon discovery or identification of any Undisclosed Condition in the Premises, Lowe's may in limited circumstances and markets, and in Lowe's sole discretion, authorize the commencement or continuation of Installation Services upon Lowe's receipt of Customer's written agreement (to be furnished to Customer by Lowe's) to release and hold harmless Lowe's and Installer from any and all liability arising out of or related to the Undisclosed Condition and Customer's remedy of Undisclosed Condition.
- CUSTOMER'S RESPONSIBILITIES:** Customer agrees to pay Lowe's according to these Terms and Conditions. Customer agrees to facilitate the location of utility lines. Customer is responsible for identifying property lines. Customer agrees to ensure that work areas are free of vermin and pre-existing physical or environmental hazards, and building/zoning code violations. Customer agrees to provide the Installer with access to work areas during working hours and to provide access to sanitary facilities or to pay the rental costs for such facilities. Customer agrees to ensure that any security system at the Premises will not interfere with performance of the Installation Services. Customer agrees to provide power to, and, as applicable, climate control in, the work areas. Customer agrees not to allow unattended minors at the Premises while the Installer is present. Customer agrees to control and keep pets away from work areas. Customer agrees to keep posted permits on display at all times. Customer agrees that if Customer or anyone Customer controls interferes with or delays performance of the Installation Services, Customer may be subject to transportation/storage charges or other resulting charges. Customer agrees not to assign or transfer this Contract. Customer agrees that any claims against Lowe's or the Installer under this Contract should be made to Lowe's within thirty (30) calendar days of the date Customer first becomes aware of a problem. (Lowe's will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Customer's notice.) **CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF THE GOODS OR WITH PERFORMANCE OF THE INSTALLATION SERVICES.**
- MANUFACTURER WARRANTY FOR GOODS / LOWE'S WARRANTY FOR INSTALLATION SERVICES / LIMITATIONS OF LIABILITY.** Lowe's warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; remedies set forth in the Maine Uniform Commercial Code apply. However, pursuant to 10 M.R.S. §1487(7) also states that if this warranty is violated, the exempt themselves from this provision to the extent that the Customer agrees that its sole and exclusive remedy against Lowe's for a faulty installation claim is reinstallation in a good and workmanlike manner, including the repair or replacement of any Goods if and to the extent reasonably necessary to correct the defective Installation Services. Lowe's warranty for Installation Services shall extend for a period of one year from the earlier of (1) the date the certificate of completion is signed by the Customer or (2) the date that Lowe's determines that the Installation Services have been completed, or for such greater period as may be required by applicable law governing consumer warranties for workmanship (the "Warranty Period"). **LOWE'S WARRANTY THAT THE INSTALLATION SERVICES WILL BE PERFORMED BY THE INSTALLER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND LOWE'S WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH INSTALLATION SERVICES DUE TO (1) ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION, INCLUDING BUT NOT LIMITED TO, MOLD, ROT, ASBESTOS OR INFESTATION IN THE PREMISES' STRUCTURE, SUBSTRUCTURE, SUPERSTRUCTURE OR POINTS OF ATTACHMENT, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING.** Customer is entitled to any warranty provided by a manufacturer of the Goods sold under this Contract. The Installer will provide Customer with any manufacturer consumer warranty information

CUSTOMER COPY