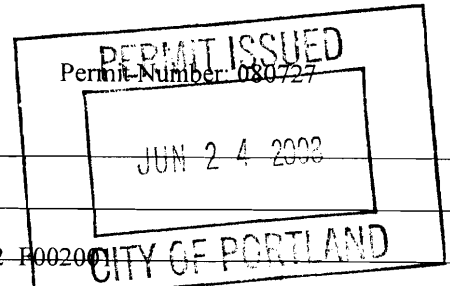


# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

## BUILDING INSPECTION

### PERMIT

Please Read Application And Notes, If Any, Attached



This is to certify that WILLIAMS DARLENE A. Marvin Window store

has permission to Install 17 Replacement Windows

AT 166 WALTON ST

142 P00200

provided that the person or persons performing or accepting 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 proceeds before this building or part thereof is started or service closed-in. 4 HOUR NOTICE 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

*Thomas N. MacRae* 6/24/08  
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: 08-0727	Issue Date:	CBL: 142 F002001
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Location of Construction: 166 WALTON ST	Owner Name: WILLIAMS DARLENE A	Owner Address: 166 WALTON ST	Phone: 207-797-2716
Business Name:	Contractor Name: Marvin Window store	Contractor Address: 341 Marginal Way Portland	Phone: 2078740852
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: R25

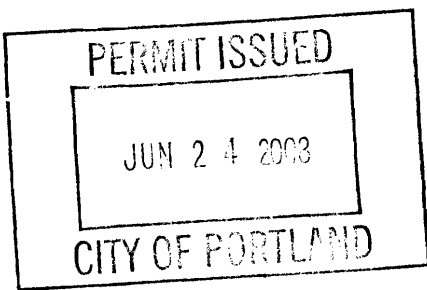
Past Use: Single Family Home	Proposed Use: Single Family Home - Install 17 Replacement Window.	Permit Fee: \$140.00	Cost of Work: \$11,243.00	CEO District: 4
Proposed Project Description: Install 17 Replacement Window.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: 5B IRC 2003	
		Signature:	Signature: <i>M 6/24/08</i>	

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: lmd	Date Applied For: 06/23/2008	<b>Zoning Approval</b>
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- 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"/> Wetland <i>NA</i> <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Not in District or Landmark <input checked="" type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Date: <i>M 6/24/08</i>	Date:	Date: <i>6/24/08</i>



**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



# 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>166 Walton St, Portland, ME 04103</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot#	Applicant * <b>must be owner, Lessee or Buyer*</b> Name <u>Darlene A. Williams</u> Address <u>166 Walton St</u> City, State & Zip <u>Portland ME 04103</u>	Telephone: (h) <u>797-2716</u> (w) <u>874-7023</u>
Lessee/DBA (If Applicable)  <u>JUN 20 2008</u>	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>11,243<sup>00</sup></u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>single family</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: <u>17 replacement windows on house. there are no windows near the stairs that are in the middle of the house.</u>		
Contractor's name: <u>Marvin Window Store, by Hancock Lumber</u> Address: <u>341 Marginal Way</u> City, State & Zip <u>Portland 04101</u> Telephone: <u>874-0852</u> Who should we contact when the permit is ready: <u>Guy R. Royon</u> Telephone: <u>"</u> Mailing address: <u>341 Marginal Way Portland</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](http://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: Darlene Williams Date: 6-20-08

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

4996

**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   **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

*Thomas H. Markley*  
\_\_\_\_\_  
Signature of Inspections Official

\_\_\_\_\_  
Date

*6/24/08*  
\_\_\_\_\_  
Date

**City of Portland, Maine - Building or Use Permit**

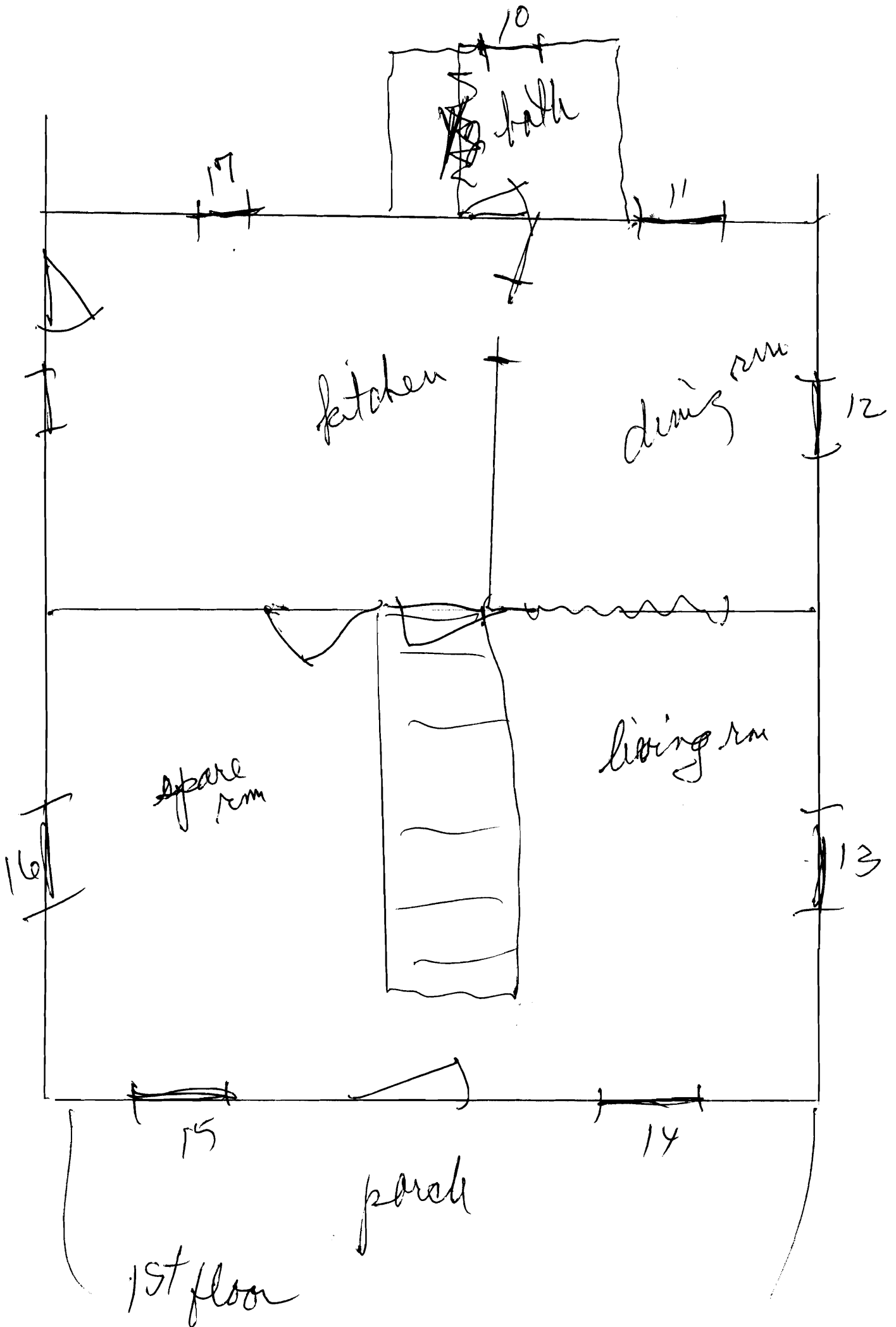
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

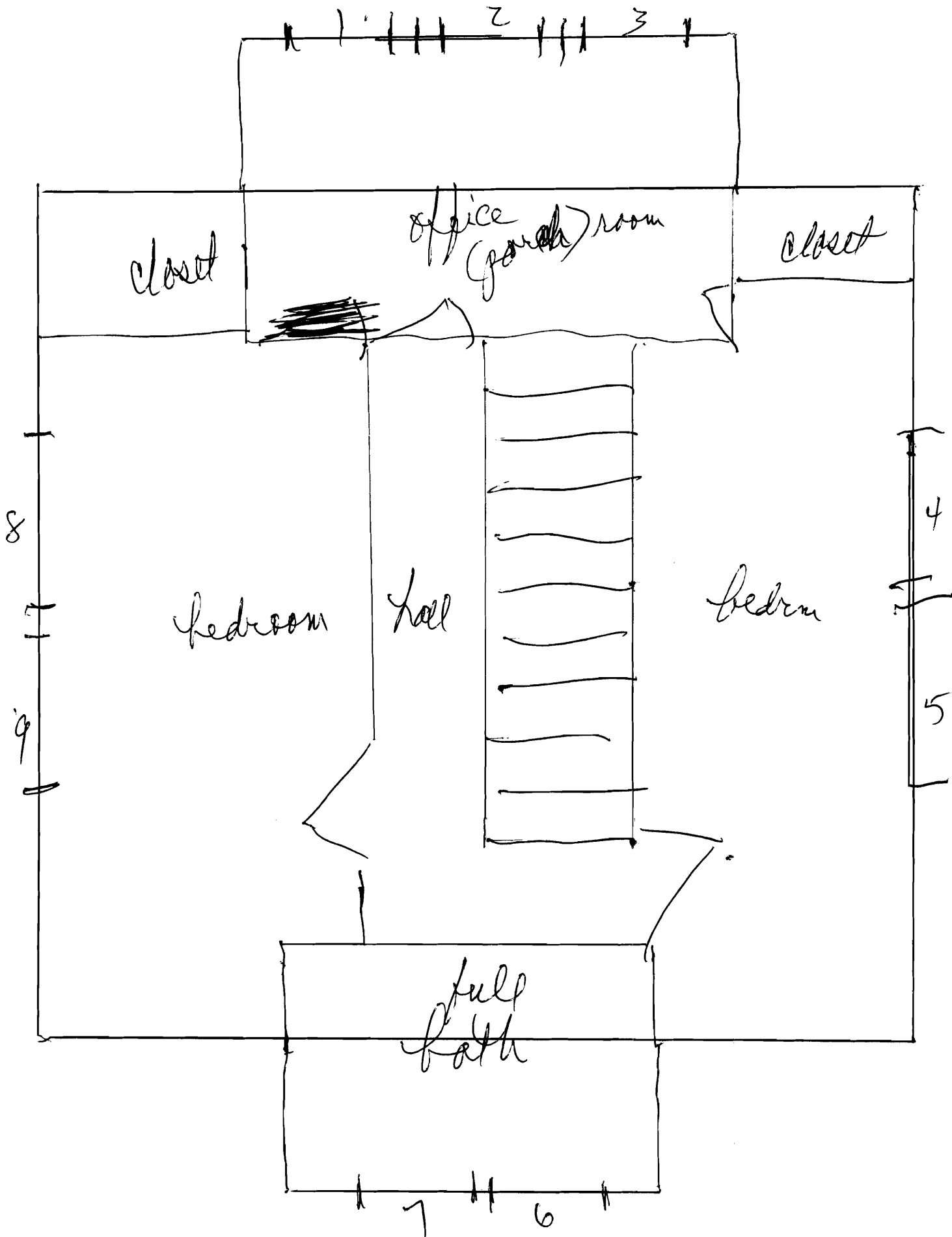
<b>Permit No:</b> 08-0727	<b>Date Applied For:</b> 06/23/2008	<b>CBL:</b> 142 F002001
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<b>Location of Construction:</b> 166 WALTON ST	<b>Owner Name:</b> WILLIAMS DARLENE A	<b>Owner Address:</b> 166 WALTON ST	<b>Phone:</b> 207-797-2716
<b>Business Name:</b>	<b>Contractor Name:</b> Marvin Window store	<b>Contractor Address:</b> 341 Marginal Way Portland	<b>Phone:</b> (207) 874-0852
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Dwellings	

<b>Proposed Use:</b> Single Family Home - Install 17 Replacement Window.	<b>Proposed Project Description:</b> Install 17 Replacement Window.
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<b>Dept:</b> Zoning	<b>Status:</b> Not Applicable	<b>Reviewer:</b>	<b>Approval Date:</b>	<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<b>Note:</b>				
<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Tom Markley	<b>Approval Date:</b> 06/23/2008	<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<b>Note:</b>	1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			





2nd floor





The Marvin Window Store by Hancock Lumber  
341 Marginal Way  
Portland, Maine 04101  
(207) 874-0852 Fax: (207) 775-2850  
Sales Person: Guy R. Doyon CSI, CDT  
gdoyon@hancocklumber.com  
www.hancocklumber.com

**THE  
MARVIN**

by **HANCOCK LUMBER**

June 2, 2008

DARLENE WILLIAMS  
166 WALTON ST.  
Portland, ME 04102  
Home: (207) 797-2716  
Email: DARLENE\_A\_WILLIAMS@KEYBANK.COM

### MATERIALS & LABOR PROPOSAL

The Marvin Window Store by Hancock Lumber proposes to furnish all labor and material necessary for the improvements located at the above address according to the following specifications:

#### **Scope of Work to be Performed**

The Marvin Window Store (Contractor) will remove the sashes and balance systems in the existing wood windows and replace them with new Marvin Infinity White Ultrex (fiberglass) windows with simulated divided lites in the patterns shown (see specifications for each unit). We will properly dispose/recycle all debris when work is completed. Openings will be prepared for new insert window installation with high quality sealant and new units will be installed plumb and level. Interior blind stops will be re-applied to complete the installation. (Note: Old interior stops are re-applied whenever possible to lessen the need for touch up painting.)

In the case of the bedroom windows it will be necessary to remove the mullion post which is a double weight pocket at the center of the existing units. This will allow the 2 window to be approximately 4" wider and will increase their net clear opening area to 5.7 square feet meeting the National Egress Code for a bedroom area.

Homeowner will have all window treatments removed from windows prior to installation as well as move as much furniture as is necessary to allow access to windows for installation. A clear area of approximately 3-4 feet in front of each unit is appropriate.

NOTE: THE CITY OF PORTLAND REQUIRES A BUILDING PERMIT FOR THE REPLACEMENT OF WINDOWS AS OF APRIL 1ST OF THIS YEAR. PLEASE CONSULT YOUR LOCAL CODE

FORCEMENT OFFICE. THE ACQUISITION OF BUILDING PERMITS IS THE RESPONSIBILITY OF THE HOMEOWNER. A COPY OF THE PERMIT WILL BE REQUIRED BY THE MARVIN WINDOW STORE FOR THE PROJECT FILE PRIOR TO THE INSTALLATION OF ANY AND ALL WINDOWS.

**GENERAL PRODUCT SPECIFICATIONS EXCEPT AS NOTED BELOW**

**Manufacturer:** Marvin

**Product Line:** Infinity

**Glass:** Low E II w/ Argon

**Grille/Divided Lite Bar Type:** 7/8" Simulated Divided Light w/Spacer Bar

**Interior Finish:** Pre-Finished White Ultrex

**Exterior Finish:** Stone White Ultrex

**Interior Casing:** NO CHANGES

**Exterior Casing:** NO CHANGES

**Jamb Depth:** 3 - 1/4"

**Screen:** Full Screen

**Screen Color:** Stone White

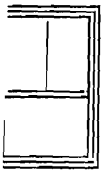
**Screen Material:** Charcoal Fiberglass Mesh

**Jambliner Color:** White

**Window Hardware:** White

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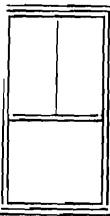
**Item#: 1 Location: KITCHEN DOUBLE HUNG Qty: 1 Total: \$346.50**



Infinity insert double hung; Inside opening: 27 5/8" x 40 3/8"; First sash: glass size 23 1/8" x 17 9/16", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 23 1/8" x 17 9/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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**Item#: 2 Location: 1/2 BATH Qty: 1 Total: \$442.80**



Infinity insert double hung; Inside opening: 30 5/8" x 52 3/4"; First sash: glass size 26 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 23 3/4", insulated glass – 1 lite, low E II obscure glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

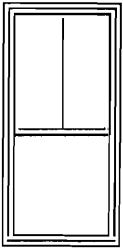
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1/4" = 1' 0" - All drawings are exterior views.

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**Item#: 3 Location: DINING ROOM SIDE Qty: 1 Total: \$436.50**

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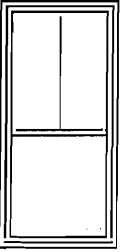
Infinity insert double hung; Inside opening: 30 5/8" x 60 3/4"; First sash: glass size 26 1/8" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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**Item#: 4 Location: DINING ROOM REAR Qty: 1 Total: \$436.50**

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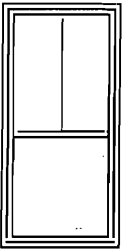
Infinity insert double hung; Inside opening: 30 5/8" x 60 7/8"; First sash: glass size 26 1/8" x 27 13/16", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 27 13/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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**Item#: 5 Location: LIVING ROOM SIDE Qty: 1 Total: \$436.50**

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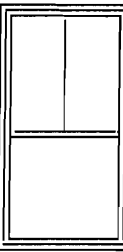
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**Item#: 6 Location: LIVING ROOM FRONT Qty: 1 Total: \$436.50**

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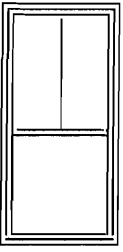
Infinity insert double hung; Inside opening: 33 5/8" x 60 7/8"; First sash: glass size 29 1/8" x 27 13/16", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 29 1/8" x 27 13/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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**Item#: 7 Location: SPARE ROOM FRONT Qty: 1 Total: \$436.50**

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Infinity insert double hung; Inside opening: 30 5/8" x 60 3/4"; First sash: glass size 26 1/8" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

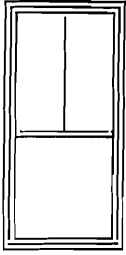
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1/4" = 1' 0" - All drawings are exterior views.

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**Item#: 8 Location: SPARE ROOM SIDE Qty: 1 Total: \$436.50**

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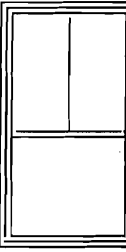
Infinity insert double hung; Inside opening: 30 5/8" x 60 7/8"; First sash: glass size 26 1/8" x 27 13/16", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 27 13/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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**Item#: 9 Location: LEFT BEDROOM Qty: 2 Unit Price: \$436.50 Total: \$873.00**

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Infinity insert double hung; Inside opening: 34" x 60 3/4"; First sash: glass size 29 1/2" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 29 1/2" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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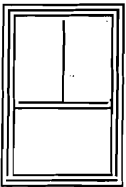
THIS WINDOW HAS A NET CLEAR OPENING OF 5.7SF.

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**Item#: 10 Location: BATHROOM Qty: 2 Unit Price: \$563.40 Total: \$1,126.80**

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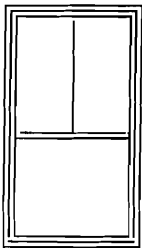
Infinity insert double hung; Inside opening: 30 5/8" x 45"; First sash: glass size 26 1/8" x 19 7/8", insulated glass – 1 lite, tempered low E II glass with argon, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 19 7/8", insulated glass – 1 lite, tempered low E II obscure glass with argon; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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**Item#: 11 Location: RIGHT BEDROOM Qty: 2 Unit Price: \$436.50 Total: \$873.00**

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Infinity insert double hung; Inside opening: 34" x 60 3/4"; First sash: glass size 29 1/2" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 29 1/2" x 27 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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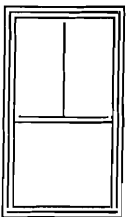
THIS WINDOW HAS A NET CLEAR OPENING OF 5.7SF.

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**Item#: 12 Location: OFFICE OVER PORCH Qty: 3 Unit Price: \$396.00 Total: \$1,188.00**

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Infinity insert double hung; Inside opening: 30 5/8" x 52 7/8"; First sash: glass size 26 1/8" x 23 13/16", insulated glass – 1 lite, low E II glass with argon gas, rectangular grille between glass – white interior / white exterior – lite cut 2 wide x 1 high; Second sash: glass size 26 1/8" x 23 13/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; White sash locks; White sash lift; Screen: stone white frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Stone white interior; Stone white exterior.

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1/4" = 1' 0" - All drawings are exterior views.

Item#: 13 Qty: 1

Total: \$377.00



MISCELLANEOUS INSTALLATION MATERIALS NEEDED FOR BEDROOM AREAS.

Total Material	\$7,846.10
Sales Tax (5.0%)	\$392.31
Total Labor Cost	\$3,180.00
DEBRIS DISPOSAL	\$225.00

MAY SPECIAL FOR 10 OR MORE UNITS INSTALLE (\$400.00)

Total Installation, Material And Tax As Specified Above: \$11,243.40

**Payment schedule terms**

- \$4,500.40 50% of Material Cost upon acceptance
- \$5,243.00 Balance of Material Cost & 50% of Labor Cost prior to delivery to the jobsite
- \$1,500.00 Balance of Labor Cost due upon completion

**General Installation Conditions and Provisions**

**STANDARD INSERT REPLACEMENT INCLUDES:**

- Removal of old unit and storm window
- Prepare old opening for new insert
- Set, level, plumb and shim unit as necessary
- Insulate around perimeter of unit
- Re-install interior stops
- Disposal of debris

**CLEANING:** Contractor shall keep the premises free from accumulation of waste material and trash. Job site will be kept broom clean on a daily basis. Upon completion of the work, we will remove all trash and waste material from the premises associated with the construction.

**WORKMANSHIP:** All work will be carried on in an orderly manner, and skilled workmen will be employed throughout the course of the job.

**HAZARDOUS MATERIALS:** The discovery and/or removal or testing of any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from this scope of work. Contractor reserves the right to stop work until such materials are removed.

Contractor has made no investigation to determine whether there is radon gas, lead, asbestos and/or any other environmental pollutants or health hazards in the home or affecting the premises. Contractor disclaims any representation or warranty as to the presence or lack of radon, lead, asbestos and/or any hazardous environmental or health condition, or as to the effect or radon, lead, asbestos and/or any such condition on the premises or residents, before or after completion of all work done pursuant to this contract.

**UNFORESEEN CONDITIONS:** All hidden, concealed or unforeseen conditions, including code violations, that must be repaired, corrected, replaced, or overcome, shall result in a change order to the work.

**SITE:** The owner is to provide access as necessary to the construction supervisor. The owner is to provide a bathroom facility for the workers. Contractor shall not be held responsible for non-negligent damage to driveways, walks, lawns, shrubs or vegetation that may be caused by normal movement of man or material.

1/4" = 1' 0" - All drawings are exterior views.

**ESTIMATED TIME OF START & COMPLETION:** The approximate start date for this project is 5-6 weeks from the date the Marvin Window Store by Hancock Lumber is authorized to place the order for the windows and/or doors. The approximate time of substantial completion on this project is 2-3 days after construction begins. These starting and completion dates are subject to product delivery dates from factory, weather conditions and field changes.

**INSURANCE:** Contractor shall carry insurance for the entire time of construction including worker's compensation, property damage and public liability insurance as required by the state.

**WARRANTY INFORMATION:** Contractor guarantees all labor for a period of one year and all factory material as specified by the manufacturer.

**DISPUTE RESOLUTION:** All claims arising out of, or relating to, the agreement or breach thereof, shall be decided by binding arbitration in accordance with the rules and procedures of the American Arbitration Association, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed within a reasonable time after the dispute has arisen.

**CONTRACTOR RIGHT OF RECISION:** This contract is subject to field verification. Contractor reserves the right to cancel this agreement within 10 business days of acceptance.

**EXCLUSIONS:** Unless otherwise specified, the following are NOT INCLUDED in this contract:

- Building permits
- Interior and Exterior Painting
- Filling of nail holes
- Removal or installation of window treatments
- Moving of Furniture
- Washing of windows

## TERMS AND CONDITIONS

1. **GOVERNING TERMS AND CONDITIONS.** Hancock's prices are based on these terms and conditions of sale. This document, together with any additional writings signed by Hancock, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parole evidence, Buyer's purchase order, any course of dealing, Hancock's performance or delivery, or in any other way except in writing signed by Hancock through its authorized representative. These terms and conditions are intended to cover all activity of Hancock and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Any reference made herein to Buyer's specifications, work requirements, or similar requirements is made only to describe the products and work covered thereby, and no warranties or other terms therein shall have any force or effect. Both acceptance by the Buyer and Hancock's obligations hereunder are expressly conditional on Buyer's assent to these terms and conditions. Hancock objects to any terms that are different from, or additional to, these terms and conditions.

2. **RISK OF LOSS AND TITLE.** Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of the products to the F.O.B. point. Hancock, however, retains title, for security purposes only, to all products and work until it has received payment in full in cash. Hancock may, at its option, repossess its products or work upon Buyer's default in payment or other obligations hereunder, and may charge Buyer with any deficiency.

3. **TAXES.** All federal, state, and local taxes imposed on the sale or use of any products or work, or the furnishing of any service, and all other similar taxes shall be charged to and paid by Buyer, regardless of whether any other document relating to this transaction addresses, or fails to address, the subject of taxes. Hancock may accept a valid exemption certificate from Buyer, if applicable, but if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, and Hancock is required to pay the tax covered by such exemption certificate, Buyer agrees to reimburse Hancock for the taxes paid.

4. **PERFORMANCE, INSPECTION, AND ACCEPTANCE.** Buyer shall finally inspect and accept all products within ten (10) days after arrival at point of delivery, and Buyer shall inspect and approve all work by Hancock within ten (10) days after Hancock completes that work. All claims by Buyer (including claims for shortages) which a

reasonable inspection would reveal must be asserted in writing by Buyer within said Ten (10) day period. Failure of Buyer to give such timely notice of defect, non-conformity, or other claim shall result in waiver and release of such claim and final acceptance of the product or work.

5. EVENTS BEYOND HANCOCK'S CONTROL. Hancock shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, or due to fire, flood, strike or other labor difficulty, act of God, any governmental authority, or transportation difficulties, delays in usual sources of supply and price changes in economic conditions. In the event of delay in performance due to any such cause the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

#### 6. WARRANTY AND LIMITATION OF LIABILITY AND REMEDY.

A. Hancock warrants that products of its own manufacture, when shipped, will be of good quality, will be free of defects in material and workmanship, and will conform to applicable specifications, and Hancock warrants that the work it performs will meet applicable work requirements. Hancock makes no warranty with respect to products not manufactured by Hancock, or work performed by others than Hancock, but Hancock will assign to Buyer, upon request at the time of sale, whatever warranty Hancock has received from manufacturers or other providers of work. In no event will Hancock be responsible for damages, if any, caused by improper handling, storage, application, or use of products or work after Hancock ceases to have custody, possession, or control thereof, including without limitation failure to keep products or work dry and safe from environments that create or promote the development, or growth of mold. Any Hancock recommendations with respect to the handling, storage, application, or use of the products or work are advisory only and are not warranted. All claims under this warranty must be made in writing immediately after discovery of any breach thereof and, in any event, within the earlier of the following dates: (1) twelve (12) months from the date of delivery of those products that are subject to the claim or, in case of work, within twelve (12) months after the last date of those items of work that are subject to the claim or (2) within fifteen (15) months of the date of invoice for the products or work in question. Product or work which is the subject of the warranty claim must be held for Hancock's inspection. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS.

B. Upon Buyer's submission of a claim, as provided above, and reasonable substantiation of the claim to Hancock, Hancock shall at its option either, (i) repair or replace its products or work at the original F.O.B. point or, at Hancock's option, the location of the products or work, or (ii) refund an equitable portion of the purchase price. If Hancock elects to repair or replace its products or work, such repair and replacement shall include repair or replacement of the product itself or the work itself, and shall not include the cost of removing the products or work from the location in which they have been installed, or the cost of reinstalling them. In no event shall Hancock be liable for more than the total purchase price of the product or work.

C. THE FOREGOING IS HANCOCK'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, AND THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST HANCOCK FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY ACTION HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT WILL BE BARRED.

7. SHOP DRAWINGS. Any shop drawings furnished by Hancock to Buyer must be approved as to all dimensions, details and sections in writing by Buyer before manufacturing will begin, and Buyer assumes responsibility for any discrepancies or errors in the drawings so approved. Drawings shall be deemed approved if Buyer does not comment on them within 10 days of receipt.

8. GOVERNING LAW. Any dispute regarding this agreement or transaction, or related thereto, shall be governed by the law of the State of Maine, without regard to conflict of law principles, including the Maine Prompt Payment Act.

9. ARBITRATION. Any dispute arising out of this agreement or transaction, or related thereto, will be resolved under the Commercial Rules of American Arbitration Association, and judgment shall be entered on the award. All arbitration shall take place in Portland, Maine.

10. ATTORNEY'S FEES AND COSTS. If Hancock resorts to arbitration or litigation arising out of this agreement or transaction, or any dispute related thereto, either because Buyer has breached its obligations hereunder or under applicable law, or because Buyer has brought invalid claims against Hancock, Hancock shall be entitled to reasonable attorney's fees and costs. This right shall be in addition to, and not a limitation of, any right Hancock may have under applicable law, including the Maine Prompt Payment Act. Arbitration shall in no respect limit Hancock's rights and remedies under applicable mechanic's lien or similar laws.

**THIS PROPOSAL IS VALID FOR 10 DAYS**

**Acceptance Of Proposal**

The above prices, specifications and conditions are satisfactory, and hereby accepted. Any changes or modifications to this contract must be in writing and signed by both parties. I understand Marvin windows are custom made to fit my home and cannot be cancelled or returned under any circumstances once the order has been placed. The Marvin Window Store is authorized to place the order as noted and specified above. Payments will be made as outlined above.

Please note: Marvin's PVD Brass & PVD Satin Nickel door hardware finishes are the only exterior hardware finishes warranted by Marvin in Coastal applications.

Accepted: *Darlene Williams*  
DARLENE WILLIAMS

*6-2-05*  
Date

*Guy R. Doyon*  
Guy R. Doyon CSI, CDT  
Installed Replacement Sales Manager

*6-2-05*  
Date



**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   **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.**

Marlene Wilhain

Signature of Applicant/Designee

6-24-08

Date

Thomas H. Mackley

Signature of Inspections Official

6/24/08

Date