

MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	7105 Poplar Avenue, Takoma Park	Meeting Date:	5/27/2020
Resource:	Outstanding Resource Takoma Park Historic District	Report Date:	5/20/2020
Applicant:	Tilmon Smith Advanced Contracting, Agent	Public Notice:	5/13/2020
Review:	HAWP	Tax Credit:	Partial
Case Number:	37/03-20Y	Staff:	Dan Bruechert
PROPOSAL:	New hardscape, new garage doors, new windows, and porch railing addition		

STAFF RECOMMENDATION:

Staff recommends the HPC **approve** the HAWP application.

ARCHITECTURAL DESCRIPTION:

SIGNIFICANCE: Outstanding Resource to the Takoma Park Historic District
STYLE: Vernacular Victorian
DATE: 1898



Figure 1: 7105 Poplar Avenue is located in the middle of the block.

PROPOSAL

Much of the work detailed in the application materials is repair in-kind and does not require HPC review and is eligible for the historic preservation tax credit. The proposed work subject to HPC review and approval includes the replacement of the existing front walk, including the concrete and brick stairs; replacement of selected completely deteriorated casement windows, and installation of replacement garage doors.

APPLICABLE GUIDELINES:

When reviewing alterations and additions for new construction to Contributing Resources within the Takoma Park Historic District, decisions are guided by the Takoma Park Historic District Design Guidelines (*Guidelines*) and Montgomery County Code Chapter 24A (*Chapter 24A*), and the Secretary of the Interior's Standards for Rehabilitation (*Standards*). As this project is also in one of the two commercial districts in Takoma Park review of the project shall be guided by the *Design Guidelines for Commercial Buildings in the City of Takoma Park, Maryland*.

Takoma Park Historic District Design Guidelines

There are two very general, broad planning and design concepts which apply to all categories. These are:

The design review emphasis will be restricted to changes that are at all visible from the public right-of-way, irrespective of landscaping or vegetation (it is expected that the majority of new additions will be reviewed for their impact on the overall district), and,

The importance of assuring that additions and other changes to existing structures act to reinforce and continue existing streetscape, landscape, and building patterns rather than to impair the character of the district.

Outstanding Resources have the highest level of architectural and/or historical significance. While they will receive the most detailed level of design review, it is permissible to make sympathetic alterations, changes and additions. The guiding principles to be utilized by the Historic Preservation Commission are the *Secretary of the Interior's Standards for Rehabilitation*

Specifically, some of the factors to be considered in reviewing HAWPs on Outstanding Resources:

Plans for all alterations should be compatible with the resource's original design; additions, specifically, should be sympathetic to existing architectural character, including massing, height, setback, and materials

Emphasize placement of major additions to the rear of existing structures so that they are less visible from the public right-of-way

While additions should be compatible, they are not required to be replicative of earlier architectural styles

Preservation of original and distinctive architectural features, such as porches, dormers, decorative details, shutters, etc..is encouraged

Preservation of original windows and doors, particularly those with specific architectural importance, and of original size and shape of openings is encouraged

Preservation of original building materials and use of appropriate, compatible new materials is

encourages

All changes and additions should respect existing environmental settings, landscaping, and patterns of open space.

Montgomery County Code, Chapter 24A Historic Resources Preservation

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to insure conformity with the purposes and requirements of this chapter, if it finds that:
- (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
 - (2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or
 - (4) The proposal is necessary in order that unsafe conditions or health hazards be remedied; or
- (d) In the case of an application for work on an historic resource located within an historic district, the commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value of surrounding historic resources or would impair the character of the historic district. (Ord. No. 9-4, § 1; Ord. No. 11-59.)

Secretary of the Interior's Standards for Rehabilitation

- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, space and spatial relationships that characterize a property will be avoided.
- 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportions, and massing to protect the integrity of the property and its environment.
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STAFF DISCUSSION

The subject is a Vernacular Victorian house that has suffered from extensive deferred maintenance. The *Guidelines* classify the property as an Outstanding Resource; however, there are no additional notes or references explaining that definition. The house is currently undergoing a full-house rehabilitation including a new roof; repairing and repainting the front and rear porch; repairing the majority of windows and doors, and clearing the overgrown landscape. This work does not require a HAWP and, except for the landscaping, is eligible for the county historic preservation tax credit. Also, the applicant proposes to replace the front walk and stairs and replace the deteriorated garage doors.

Hardscape

At the front of the house, there is a set of concrete stairs, that do not meet code requirements for rise and run, a narrow asphalt walkway, and a set of deteriorated brick stairs. The applicant proposes removing these elements and installing a new set of concrete stairs, a wider concrete walk, and a set of concrete stairs in place of the existing brick.

Staff finds that the existing front walk is not historically significant and that Staff supports the removal of

this feature under 24A-8(b)(1).

Staff also finds the proposal to replace the entirety of the walkway in 36" (thirty-six inch) wide concrete is compatible with the historic character of the historic property and surrounding district (per the *Design Guidelines*, Standard 2, and 24A-8(b)(2)). Staff further finds that by installing code-compliant stairs, the applicant will remedy an existing hazard (24A-8(b)(4)). Based on these factors, Staff recommends the HPC approve the installation of the proposed concrete walk and stairs.

Garage Doors

The applicant states that the garage doors have deteriorated and will be replaced with "same style" doors. Because specifications were provided with the application materials, Staff has been unable to determine if the doors are in-kind or if the replacements will require a HAWP. Staff has examined the doors and determined that they are deteriorated and recommends the HPC approve their removal under 24A-8(b)(2) and Standard 5. If Staff determines that the proposed garage doors are not an in-kind replacement, the applicant will return for a HAWP.

Window Replacement

The applicant has contracted with The Craftsmen Group to complete a full window and door assessment per Staff's request at the subject property. The assessment was completed on May 8th and submitted to Staff for review shortly after. The Craftsmen Group is an architectural millwork shop with credentialed experience restoring wood windows, doors, and other fine woodwork on historic properties. They assessed each window and door for integrity of materials, design, and craftsmanship. The assessment is that while most of the windows can be repaired, and the applicant intends to complete this work using The Craftsmen Group, certain wood casement windows are beyond repair. The attached photos and detailed conditions assessment support this conclusion. The applicant is proposing to replace these twelve windows in the locations shown on the submitted photographs with new Pella Reserve series windows, in matching dimensions and configurations as the historic (specifications attached).

STAFF RECOMMENDATION

Staff recommends that the Commission **approve** the HAWP application:

Under the Criteria for Issuance in Chapter 24A-8(b)(1), (2), and (4) having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible in character with the district and the purposes of Chapter 24A;

and with the *Secretary of the Interior's Standards for Rehabilitation #2 and #5*;

and with the general condition that the applicant shall present the **3 permit sets of drawings, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping** prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that final project design details, not specifically delineated by the Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP application at staff's discretion;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make **any alterations** to the approved plans. Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or dan.bruechert@montgomeryplanning.org to schedule a follow-up site visit.



FOR STAFF ONLY:
HAWP# 912600
DATE ASSIGNED _____

APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION
301.563.3400

APPLICANT:

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property _____

Is the Property Located within an Historic District? Yes/District Name _____

No/Individual Site Name _____

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: _____ Street: _____

Town/City: _____ Nearest Cross Street: _____

Lot: _____ Block: _____ Subdivision: _____ Parcel: _____

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

☐ New Construction

☐ Deck/Porch

☐ Shed/Garage/Accessory Structure

☐ Addition

☐ Fence

☐ Solar

☐ Demolition

☐ Hardscape/Landscape

☐ Tree removal/planting

☐ Grading/Excavation

☐ Roof

☐ Window/Door

☐ Other: _____

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

John Little, Jr.

5/4/20

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Description of Work Proposed: Please give an overview of the work to be undertaken:

Work Item 1: _____

Description of Current Condition:

Proposed Work:

Work Item 2: _____

Description of Current Condition:

Proposed Work:

Work Item 3: _____

Description of Current Condition:

Proposed Work:

HISTORIC AREA WORK PERMIT CHECKLIST OF APPLICATION REQUIREMENTS

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/ Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/ Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/ Parking Area	*	*		*	*	*	*
Grading/Excavation/ Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*

Wall will stay as is, we
will clean overgrown
weeds.

Driveway will stay in place



Garage will be
replaced with same
style garage doors
and be painted
white.

The brick steps will be replaced with concrete steps of the same width.

The asphalt walkway will be replaced with a concrete walkway of the same width.

The steps will be replaced with similar concrete steps but made to code.



The middle area will be cleaned out of weeds and other plants and replaced with grass. The trees will be preserved.

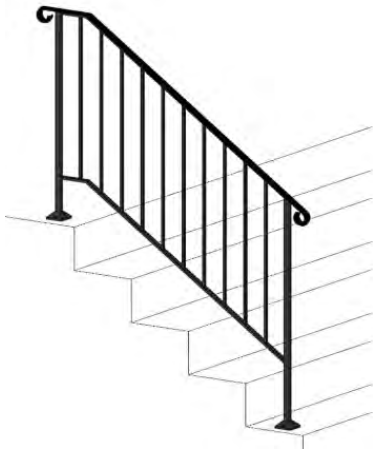
The front area will be cleaned out of weeds, preserving the existing flowers and putting mulch down.



The middle area will be cleaned out of weeds and other plants and replaced with grass. The trees will be preserved.

The front area will be cleaned out of weeds, preserving the existing flowers and putting mulch down.

Railing will be replaced with the black railing below.



Iron X Handrail Picket #4 (No Fasteners)

by Iron X Handrail

★★★★★ 11 ratings | 11 answered questions

Price: **\$498.00** & **FREE Shipping**

Pay \$83.00/month for 6 months (plus S&H, tax) with 0% interest equal monthly payments when you're approved for an Amazon Store Card.

Style: **No Fasteners**

Brick or Paver Steps
\$498.00

No Fasteners
\$498.00

Wood or Composite Steps
\$498.00

- One Picket #4 Handrail for 4 or 5 steps
- Intended to Span 4 Stair Risers – Measures 4 foot Post to Post
- Real Wrought Iron, Not Aluminum
- Strong And Reliable, Will Not Fail or Bend Like Aluminum
- Stainless Steel Post Mounts will Not Rust or Flex

[See more product details](#)

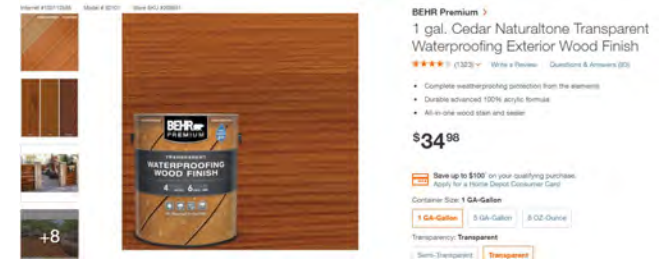


The walkway and steps will be replaced with concrete and weeds will be cleaned out and replaced with grass.



The siding will not be replaced. It will be washed, repaired where necessary and replaced with the same/similar siding if damaged.

The siding will be painted grey to the color above.



The porch will be repaired to its original size and shape and footprint.

The railings, post and trim will be painted white.

The wood steps and porch floor will be stained to the color below.

The elevation of the porch is 4' and sits on top of a concrete basement.

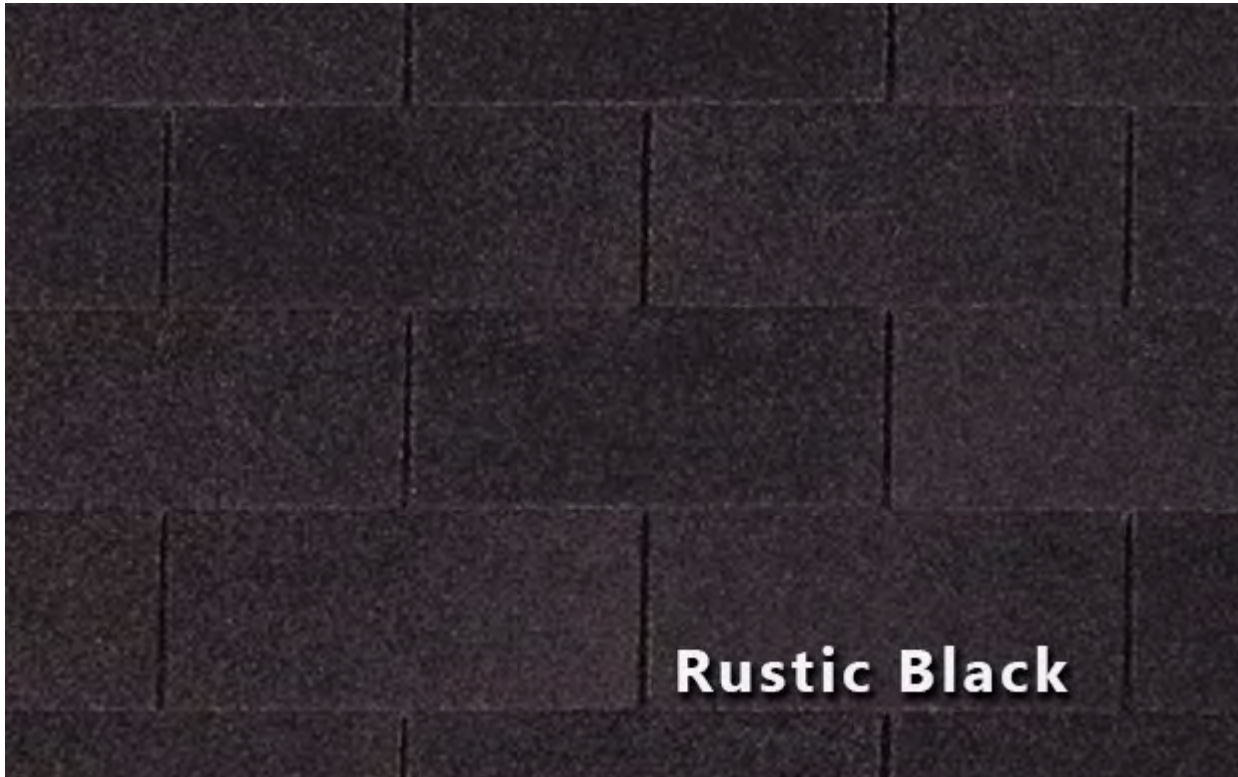
The base concrete will be grey to match the house, the trim that is grey now will be white and the house number will be black.



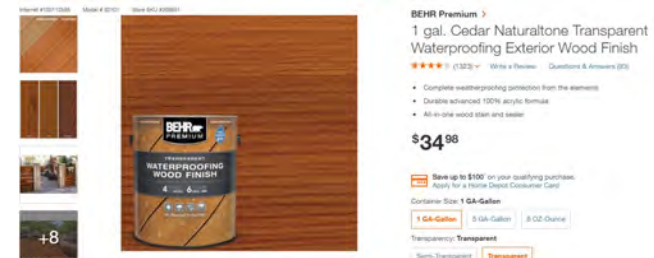
The exterior doors and windows will be restored using a restoration company. The color will remain white.

For the windows that cannot be restored, we will replace with wood windows similar to existing ones.

For the doors that cannot be restored, we will replace with wood doors as close to the original as possible.



The red roof will be replaced by a Tamco-Glass 3-Tab Shingle, with the color as Rustic Black.



The back porch will be repaired into the same shape, size and format.

The posts and railings will be painted white and the steps and landing will be stained to the same brown stain as the front steps and porch floor.

The elevation of the back porch is 12'

The fence will remain as is.



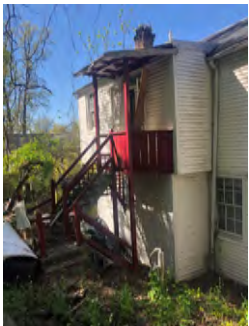
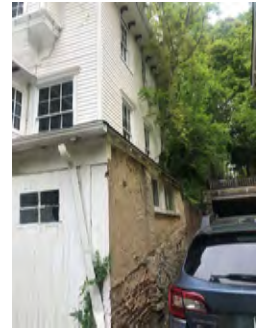
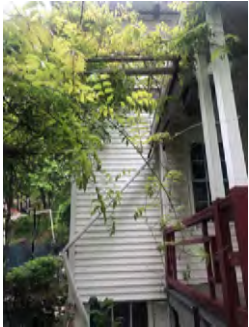
The side walkway will be repaved in concrete to the same layout.





For the back yard, we will clean out the weeds and debris and replace with grass.

Additional Exterior Pictures



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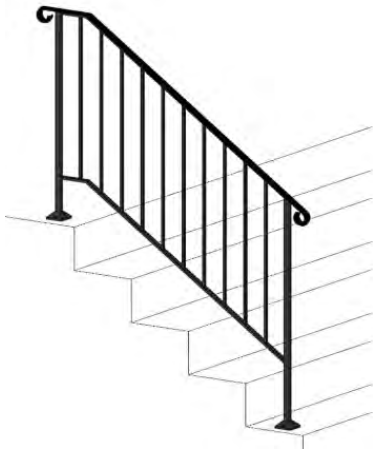
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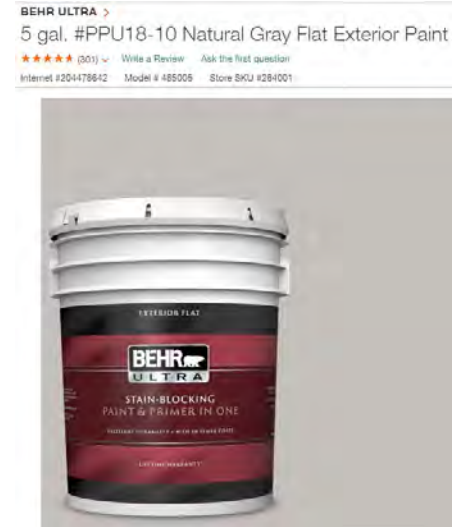
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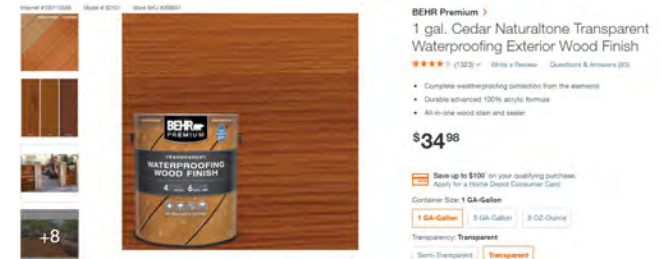


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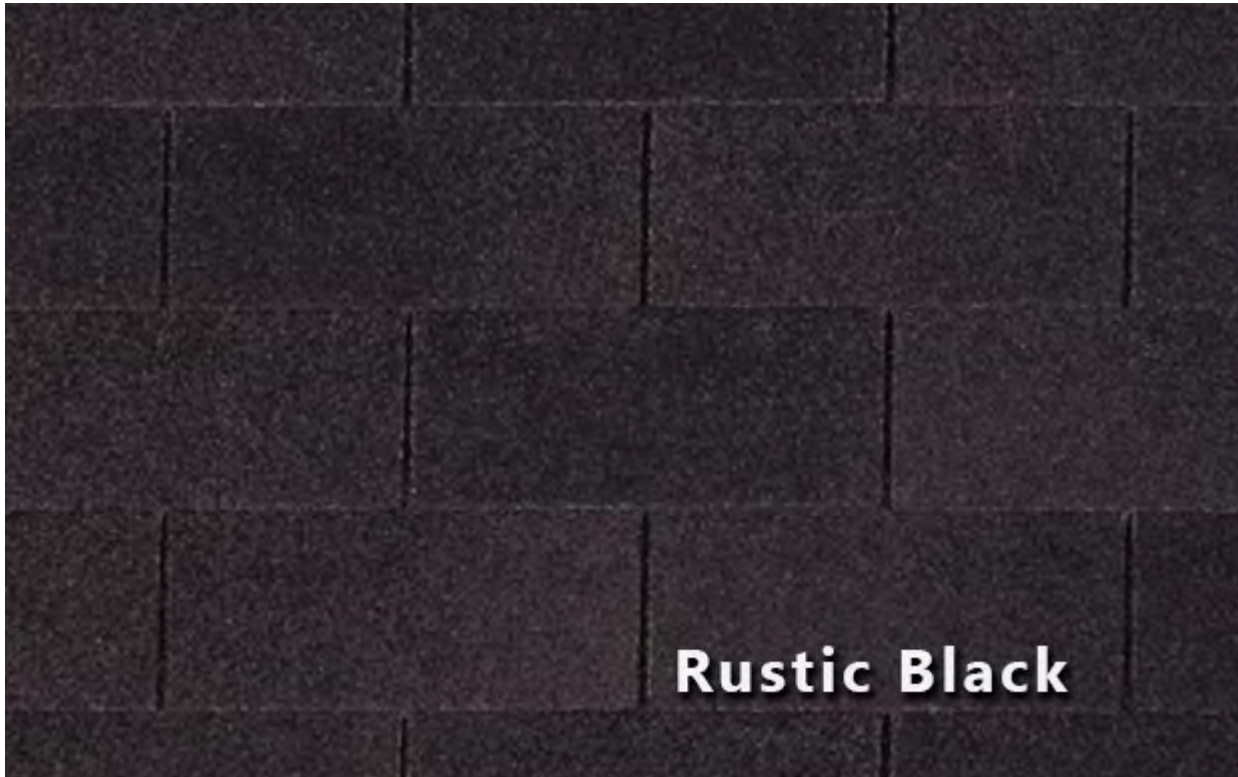
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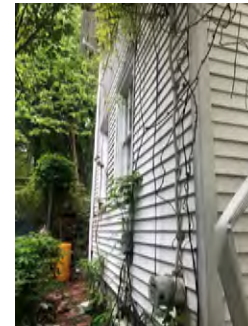
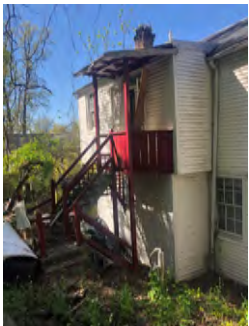
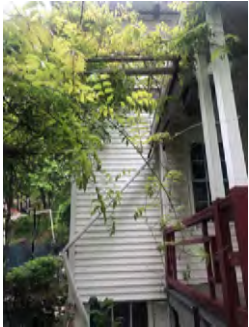
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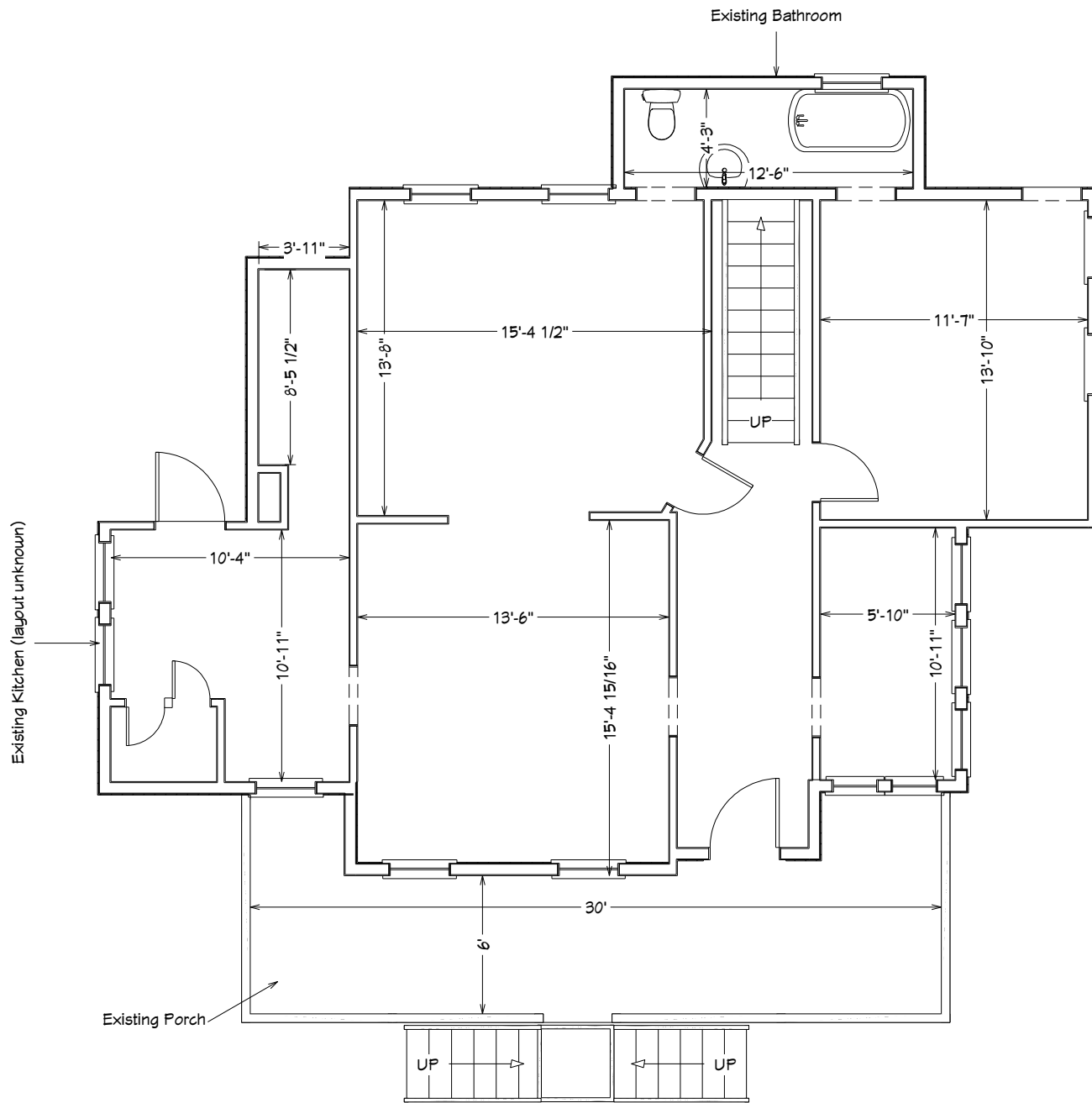


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Additional Exterior Pictures



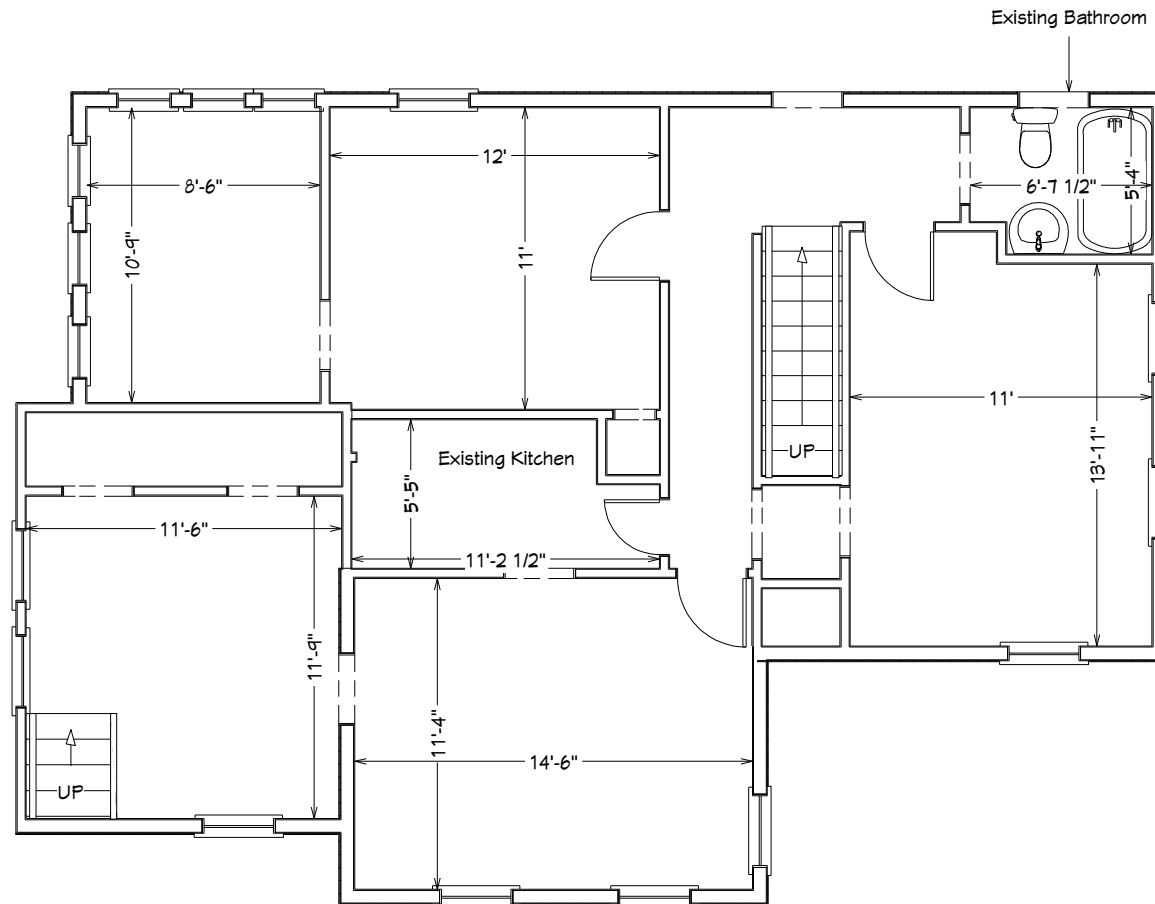




1105 Poplar Street
Takoma Park, MD 20912

Existing 1st Floor

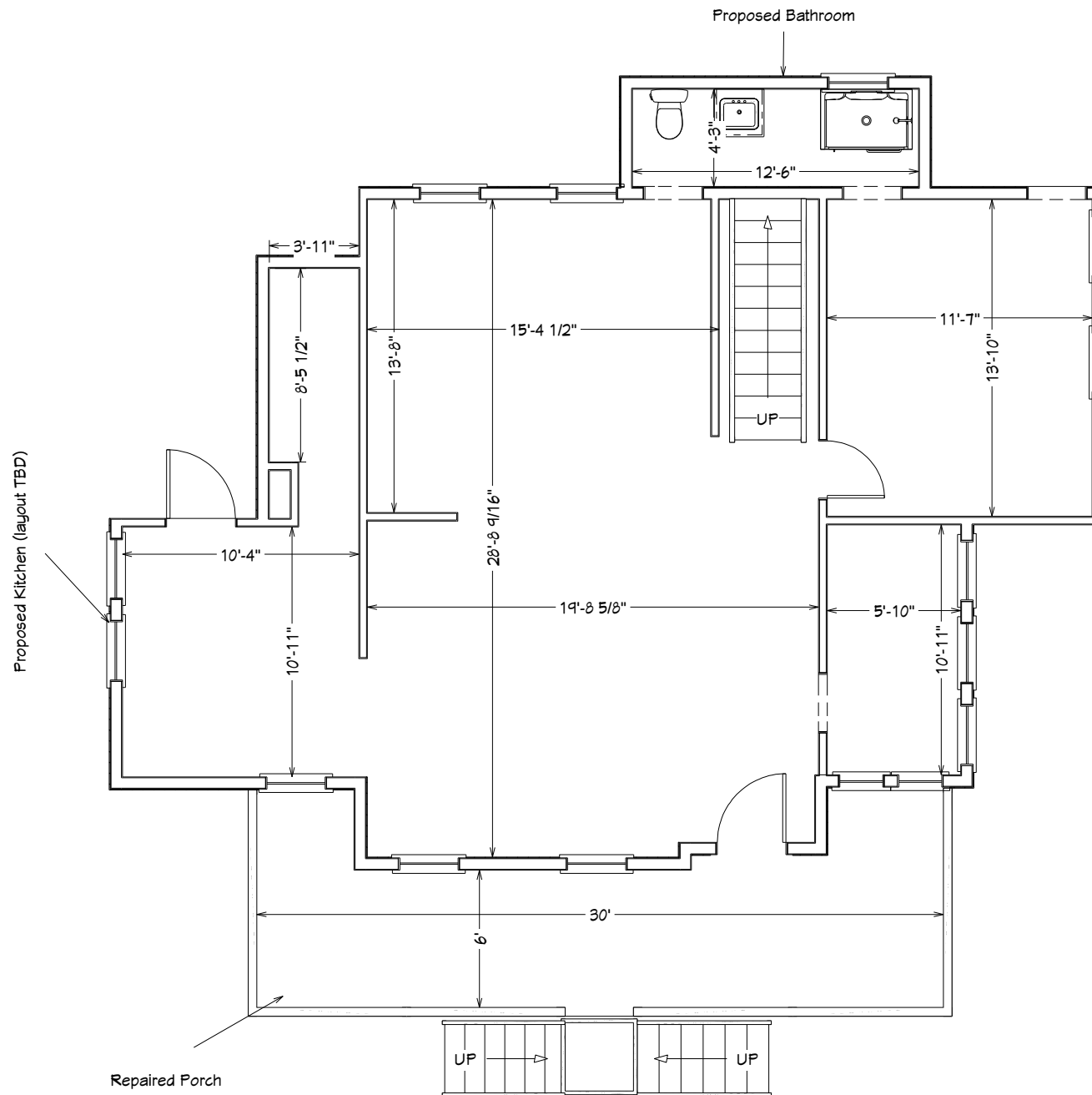
Scale: 1" = 7'



7105 Poplar Street
Takoma Park, MD 20912

Existing 2nd Floor

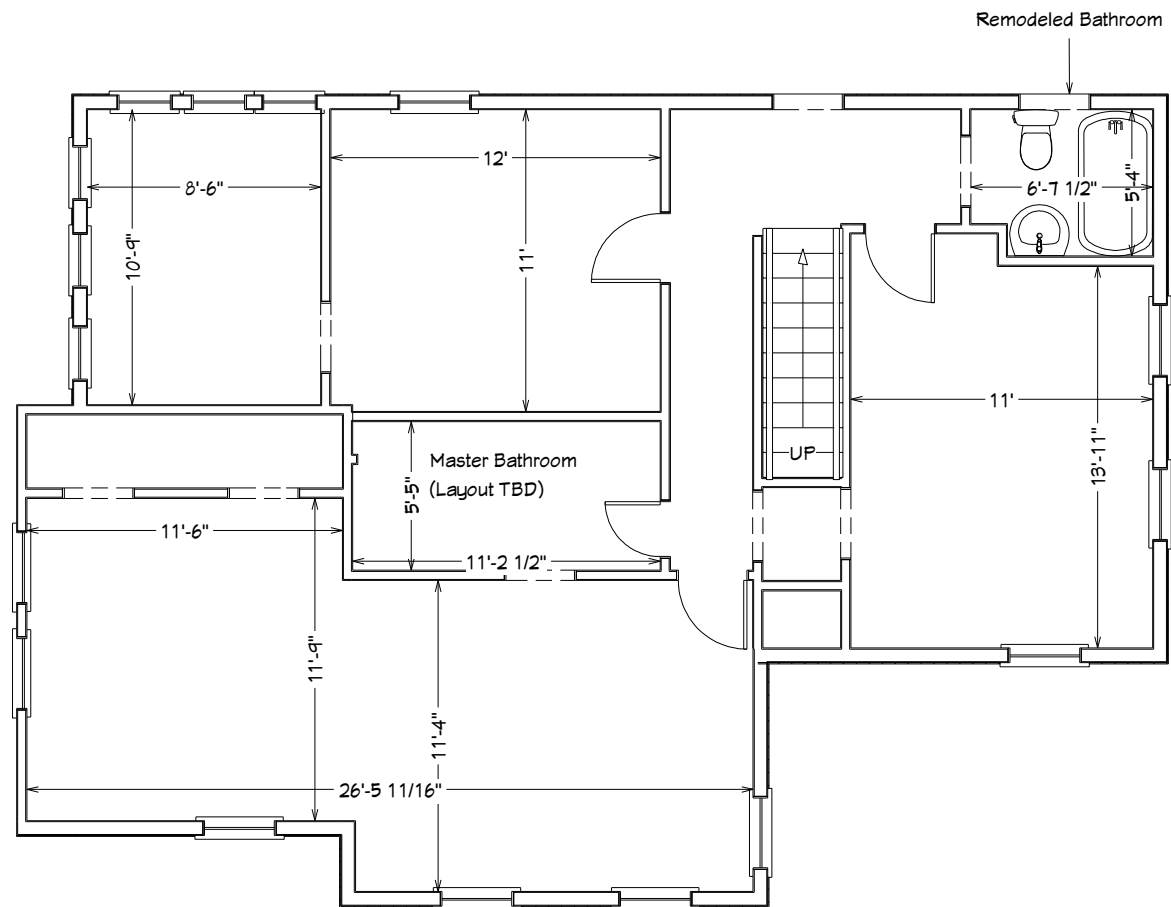
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1105 Poplar Street
Takoma Park, MD 20912

Proposed 1st Floor

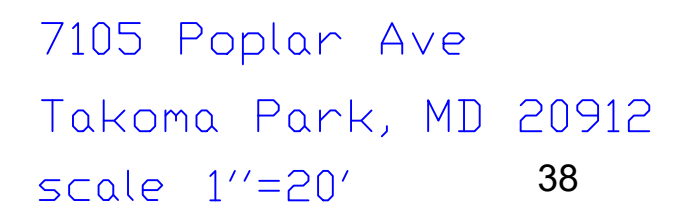
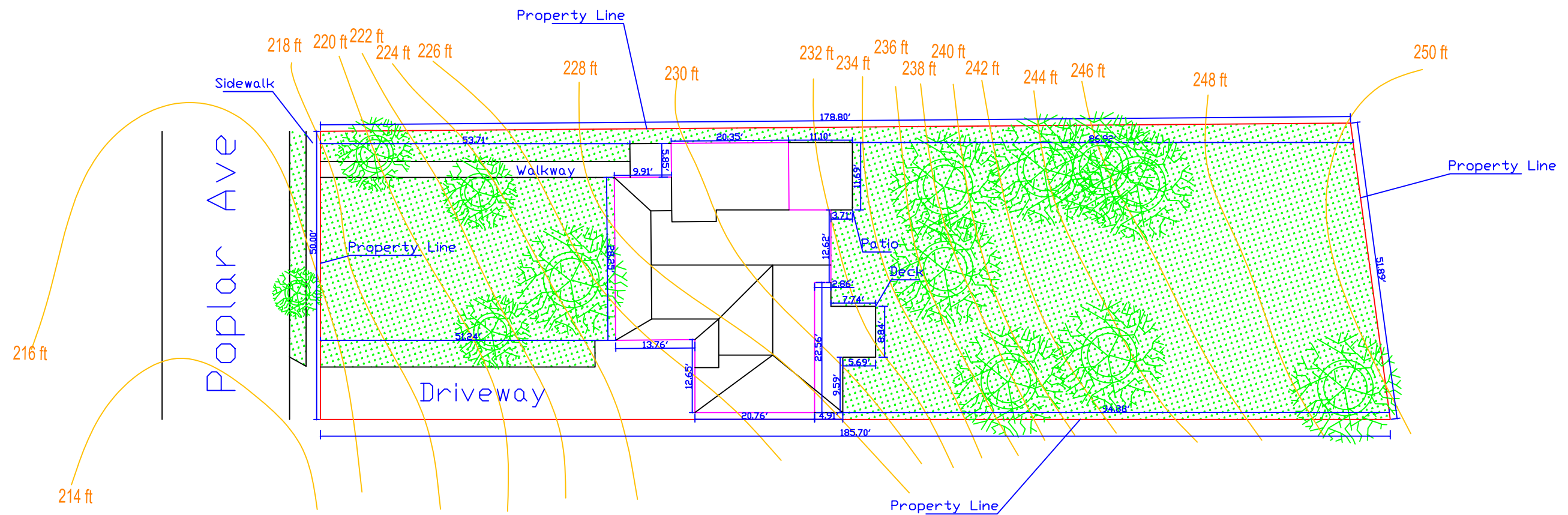
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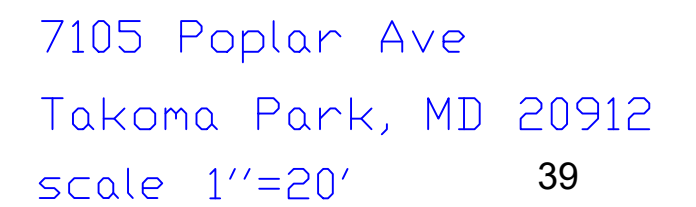
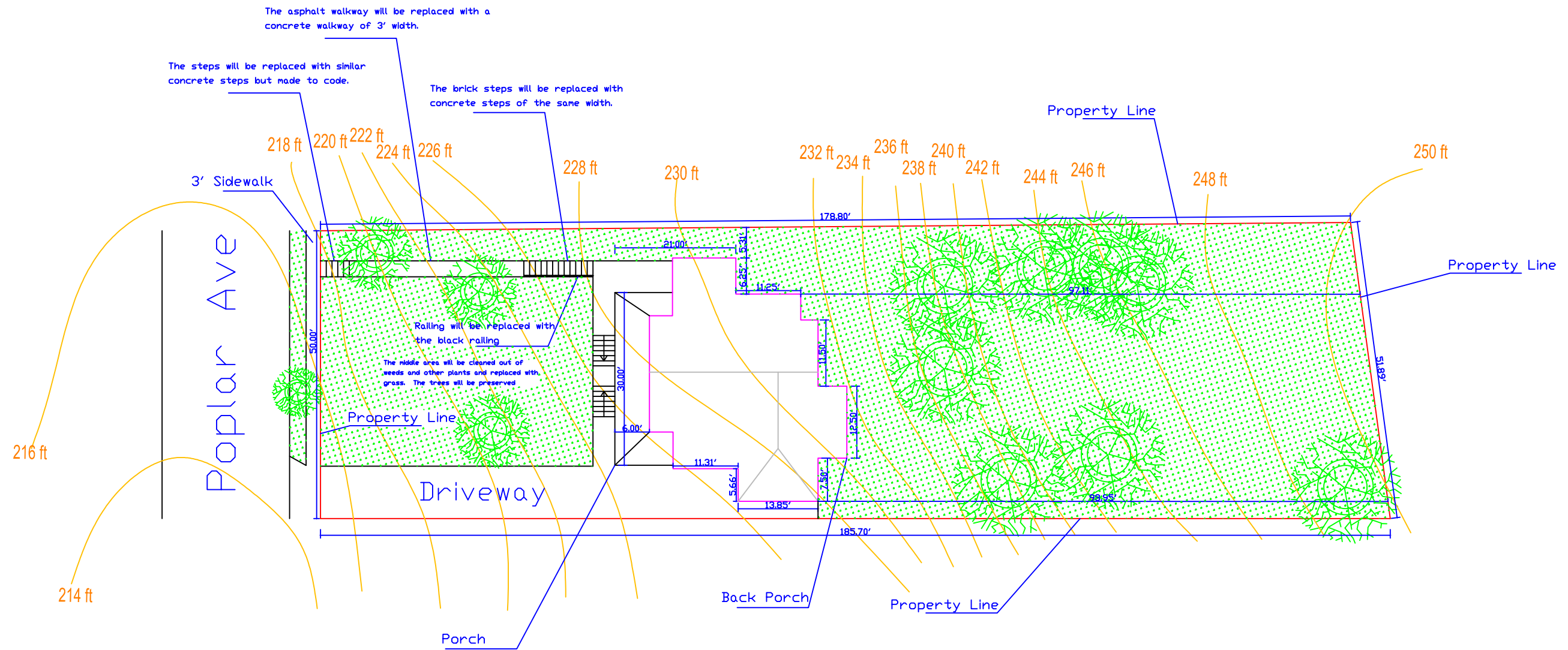


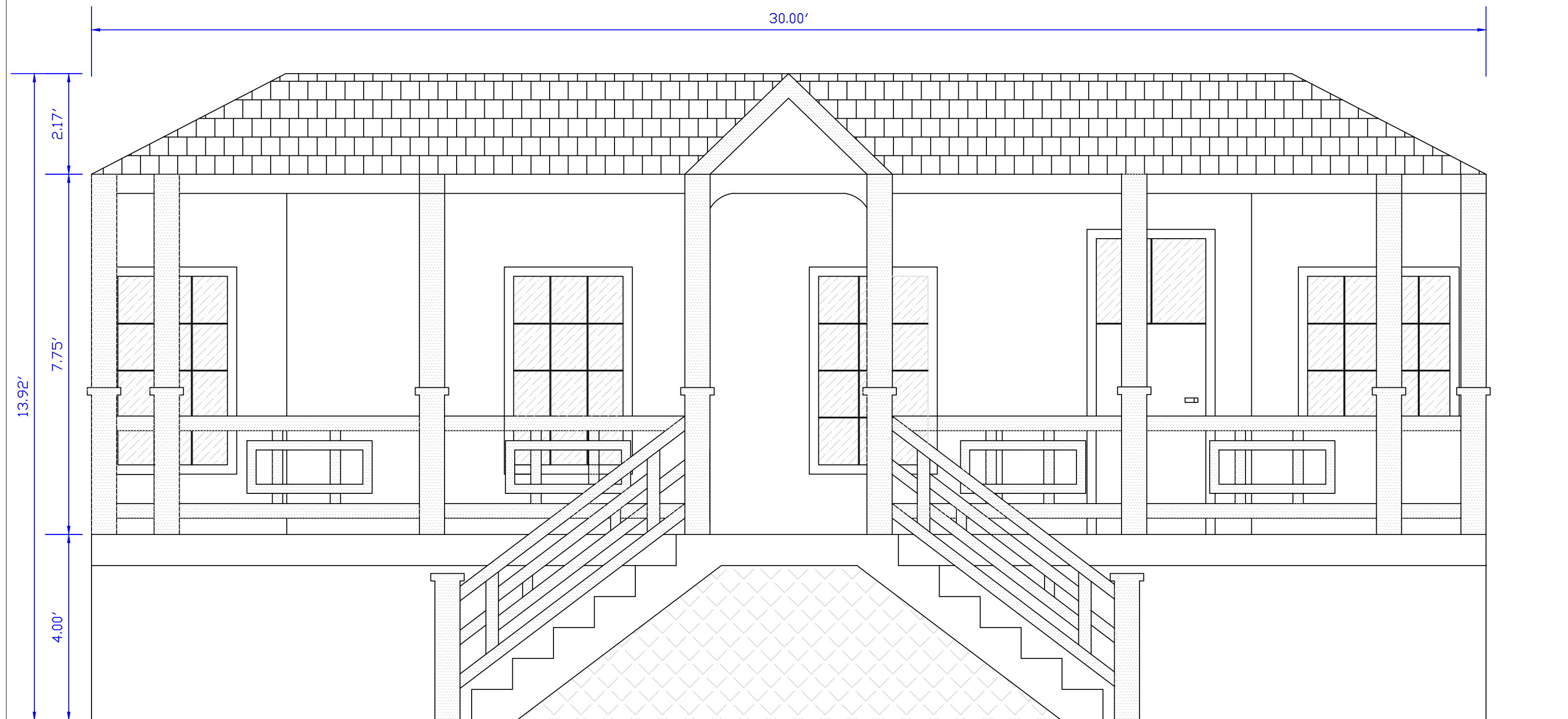
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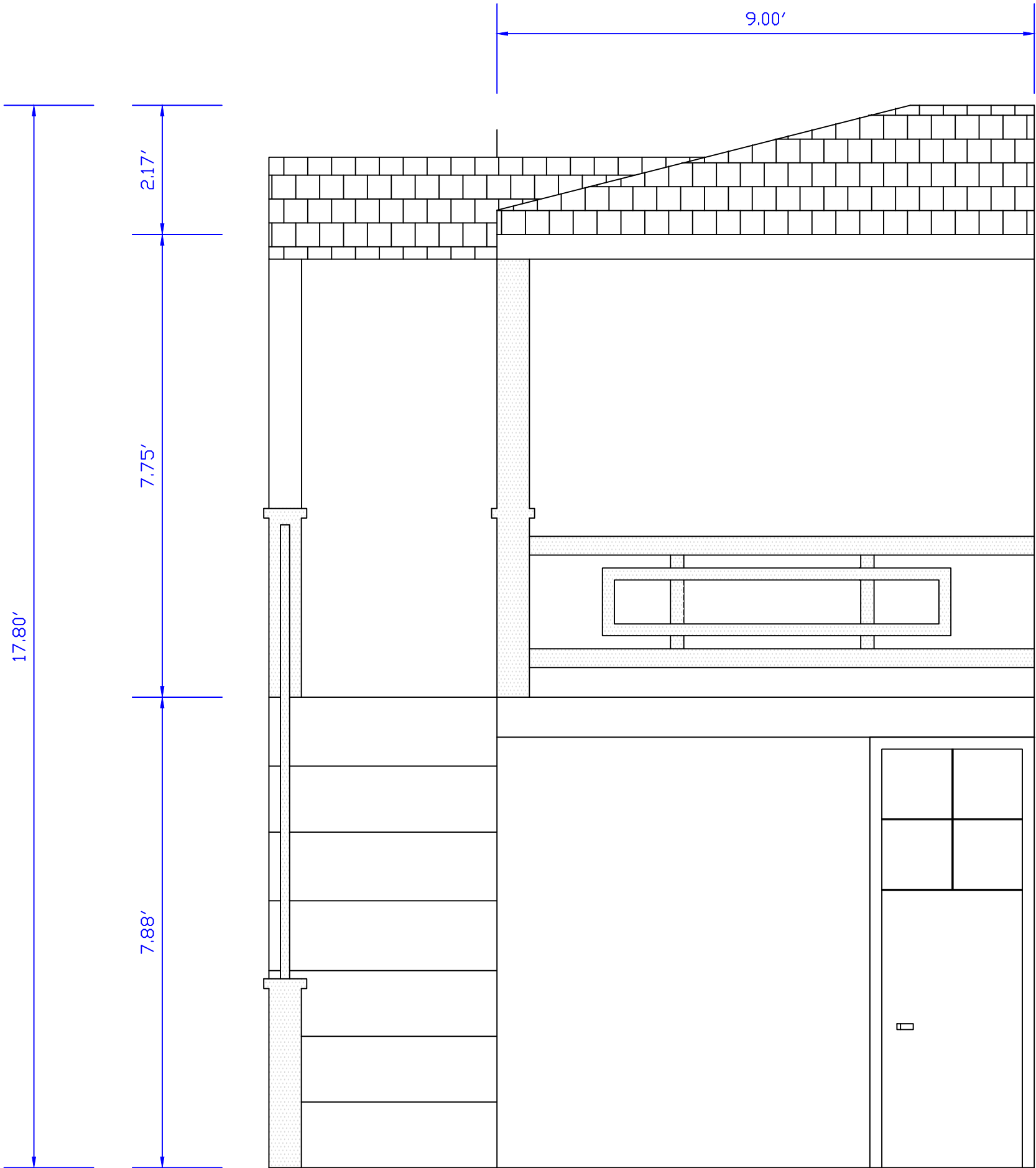
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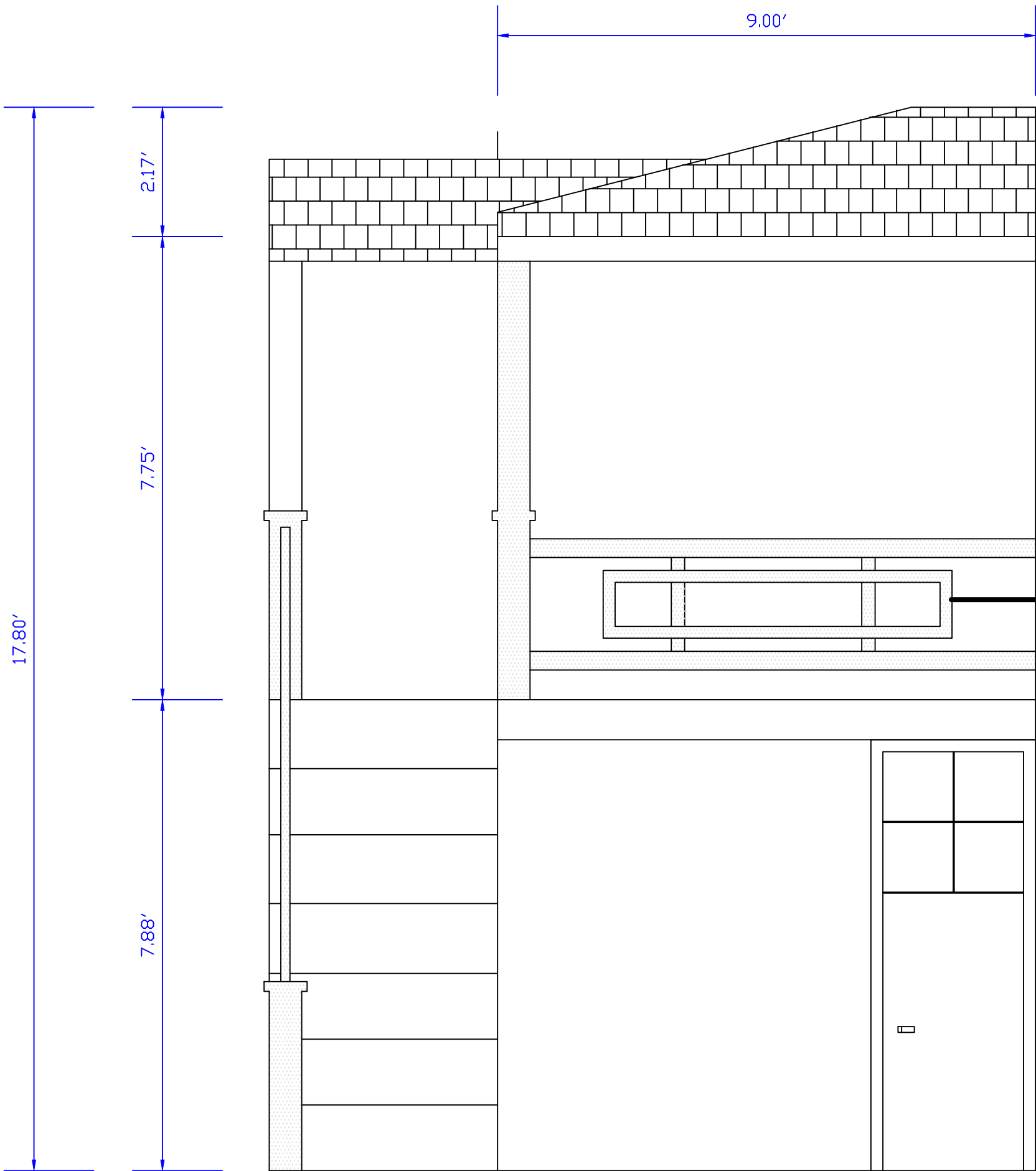




Applied Products:



Paint	White	White
Garage Door	Courtyard Collection	Model 161A/371A 8' x 8'
Hardware	Hinge	Arrow 8' x 8'
Hardware	Pull Handle	Arrow 8' x 8'



Replace missing railing with wood railing similar to the rest.

TDS Properties, LLC
P.O. Box 272
Fulton, MD 20759
(703) 402-2494
Contact: Tilmon Smith
tsmith@tdspropertiesllc.com

May 8, 2020

RE: 7105 Poplar Ave
Takoma Park, MD

Montgomery County Historic District
Conditions Report Doors and Windows

Property exhibits an advance stage of neglect and decay. Likely since 1970 the property has seen no maintenance and improvements done are structurally and mechanically unsound with finishes completely degraded.

Double hung windows offer the best opportunity for conservation/restoration. There are 20 six over six double hung windows between 15 and 20 square feet each. While a few are missing muntins and others have top sash meeting rails which are too heavily degraded for restoration, in general the original glass, hardware components, and wooden parts are present and restorable. (Please see attached work process)

Casement windows throughout are more degraded, originally not well made and mostly inoperable these are bad candidates for preservation. Present in the basement and porches, original and not, the casements are not well made and would require complete removal (including frame) and cost for restoration would be 50% more per square foot than double hung windows.

Doors and frames are heavily degraded, abused, and ill-maintained with little original hardware and often missing major components. We suggest the rear porch doors with transom on second floor are the only door elements upon which restoration will be worthwhile. These doors did not suffer high use and bad hardware adaptations.

Restoration Costs

Double hung windows

6 over 6; 15-20 sq' each

Ten first floor; Ten second floor

Full restoration per attached scope

20 x \$1,925 = \$38,500

Doors- 2nd Floor, rear

Two doors with panels and glass

- Strip all paint
- Epoxy repairs as required
- Remove, reset all glass
- Conserve, reuse rare lift-off cast iron hinges
- Improve door fit
- Supply and install new mahogany threshold with bronze interlock
- Strip, refinish, and reuse original slide bolts and latches
- Four coat painted finish, Benjamin Moore
- Expert installation for ideal operation
- New, period spring bronze weather-stripping

\$ 6,720

Parts Reproduction

Because of the many unusual modifications and extensive decay; we cannot know the number of parts that will need to be made again. We establish this allowance for 20 windows and one door opening.

15 pieces x \$285 = \$4,275

Acceptance: Please sign & date above

TDS Properties LLC

May 8, 2020

Window Restoration- Double Hung
Total restoration of existing sashes, frames and single pane glass

- Nearly all parts reused. All new parts to be same as existing in material, profile and proportion.
- Sash removed from building, catalog per opening.
 - White corrugated plastic panels installed for light transmission and weather protection.
- Frames restored with sash removed.
 - Scraped of all loose paint.
 - Abatron Epoxy consolidant used where fibers are weak.
 - Real wood Dutchmen repairs where pieces are missing.
 - Final sanding with Hepa filter vacuum attached.
 - Period style zinc interlocking weather-strip retrofitted to operable sash for sound and lasting seal.
 - Sash pulleys stripped of paint, wire brushed and lubed
 - Jambs primed before sash installation.
- Sashes restored in shop.
 - Each sash is steamed to soften old putty and release historic glass from sash.
 - Second steaming and scrape removes remaining paint
 - About 30% of sash are completely disassembled, about 70% have Titebond II injected into joints
 - Epoxy consolidants and resin fill used as necessary to secure loose fibers. Wood Dutchmen and replacements parts fabricated as necessary.
 - Glass cleaned of paint and dirt, replaced if damaged. Historic glass reused whenever possible. Replacement glass to be modern 1/8' window pane
 - Glass is bedded on modern silicone acrylic sealant.
 - New, traditional linseed oil based glazing putty at all mullions.
 - Sashes are twice prime painted on all surfaces and twice finish painted with Benjamin Moore Aura Semi-Gloss.
- Sashes installed.
 - All restored parts reused in installation.
 - Sash hung on new nylon rope with new stop bead and parting bead to match existing
 - Top sash to be fixed
 - Bottom sash to operate with ease, latch with authority, and seal well
 - Finish painting with sash in place.

Contract Addendum

The attached agreement includes the following understandings:

Glass:

- The determination of what original and/or existing glass will be reused is that of The Craftsmen Group. We will make the decisions after glass is removed from sash and cleaned. Moderate to occasionally deep scratches will not mean beautiful original glass is disposed. If you wish you can come to The Craftsmen Group and review glass selections.
- Base restoration cost includes broken glass replacement with 1/8 clear modern window pane. Changes to other glass types or substitutions will add to cost. On average we are able to salvage 80% of original glass.

Wood:

- Our goal is to do it as best it can be done within budget realities. There is no replacement window or door that will look as elegant, work as well, and feel more appropriate than your original millwork restored. Further there is not another window or door that will last as long. Your original windows and doors are made with old growth wood and proper mortice and tenon joinery that cannot be equaled with modern domestically harvested soft wood, finger joints and profiles created for convenience of machining and not for beauty. We will take many steps, almost all unseen that these windows and doors will last another 100 years. When your sash return they will be beautiful inside and out. The paint work will likely be the best ever because it is done on the bench in the shop. The windows will not be perfect they will be ideal. We do not seek a new looking window but an expertly restored and finished window. Sometimes the profiles will not be perfectly crisp, sometimes to glazing putty will have variegation. Know that if your sash or door need to be taken completely apart, it has been; if whole new parts be made, they have been made in sapelle mahogany that will endure with the old pine. We will match profiles and proportions. After paint you will not know because the profiles and proportions will match precisely.

Initial

Hardware and weather-stripping:

- We use an all zinc interlocking metal weather-stripping that was patented in 1890 and is present on most sash we remove. Some will argue the soft compressible rubber or plastic seal better and they would be right but these things break and become confounded by one bad painter. They also look and feel inappropriate. For these reasons we use interlocking zinc on double hung windows and spring bronze weather-stripping for doors and casements.
- We restore and use original/existing pulleys, locks, and lifts. Cast iron and brass or bronze pulleys are removed and refurbished. Cast iron pulleys will be painted satin black, brass or bronze pulleys will be satin polished. Base cost includes new durable white nylon rope. Cost for replacement chain is \$3.75 per foot. Can be brass, bronze, copper, or chrome. Replacement locks and lifts can be included for added cost and must be selected within the first week of the project.

Paint colors:

- Your project cost includes the use of two paints. We will match existing, for one shade, color or type inside and one outside or will use a sample or color number you provide. You must provide color # or sample the day of sash removal. There will be a cost to change or add colors or paint types after this day.

New Resources:

Hardware:

- After 40 years of association with The Brass Knob, The Craftsmen Group has purchased about 3 tons of original period hardware. There are 100 drawers full of a great variety of hardware from hinges and locks to pulls and escutcheons. We hope it all can be back in use even if it takes a few hundred years!

Weather-strip:

- After 130 years of business Accurate Metal Weather-stripping has closed its doors. Having used their material exclusively since the 1980's I was stunned. While I wish they remained we did the next best thing by purchasing their machinery. Now in house we make the seven profile 10 up series for 1 3/8 double hung windows and the larger 10x series for 1 3/4 monumental windows.

Initial



Replace 36" x 36"
casement window with
a similar casement
window.

Replace 18" x 36"
casement window with
a similar casement
window.



Replace 3 36" x 36"
casement windows with
similar casement
windows.



Replace 3 24" x 30"
casement windows with
similar casement
windows.



Replace 13.75" x 30"
casement window with
a similar casement
window.

Replace 3 24" x 30"
casement windows with
similar casement
windows.



Contract - Detailed

Pella Window and Door Showroom of Beltsville
12100 Baltimore Avenue Suite 1
Beltsville, MD 20705-1363
Phone: (301) 685-1715 **Fax:** (301) 210-9542

Sales Rep Name: ELVIR, ALLISON
Sales Rep Phone: 301-957-7000
Sales Rep Fax:
Sales Rep E-Mail: aelvir@pellamidatlantic.com

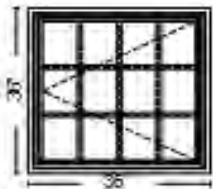
Customer Information	Project/Delivery Address	Order Information
TDS Properties, LLC PO Box 272 Fulton, MD 20759-0272 Primary Phone: (703) 402-2494 Mobile Phone: Fax Number: E-Mail: tsmith@tdspropertiesllc.com Contact Name: Great Plains #: 1005688551 Customer Number: 1009549070 Customer Account: 1005688551	7105 Poplar Ave Lot # , County: Owner Name: Owner Phone:	Quote Name: 7105 Poplar Ave Order Number: 060 Quote Number: 12619148 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Tax Code: MARYLAND8 Cust Delivery Date: None Quoted Date: 5/19/2020 Contracted Date: Booked Date: Customer PO #:

Customer Notes: Product Only Order, Customer to Install

Series: Pella Reserve Traditional
Finish Exterior and Interior: White
Type of Glass: Advanced Low-E, filled with Argon Gas
Grilles: Integral Light Technology
Screens: Vivid
Hardware: White - Antiek Fold-Away Crank
Attachment Method: Fins
Jamb Extension: 6 9/16


All exceptions noted on line items.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
10	None Assigned	TRFUELSURCHARGE - Fuel Surcharge - TRADE	\$25.00	1	\$25.00

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
15	None Assigned	Pella® Reserve, Traditional, Casement Left, 36 X 36, White  <p>PK # 2059</p> <p>Viewed From Exterior</p> <p>1: Traditional, Non-Standard SizeNon-Standard Size Left Casement Frame Size: 36 X 36 General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification Exterior Color / Finish: Painted, Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor Screen: Full Screen, Bright White, InView™ Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: ILT, No Custom Grille, 7/8", Traditional (4W3H), Ogee, Ogee Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 144".</p>	\$1,837.28	1	\$1,837.28

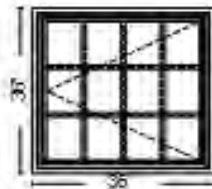
Rough Opening: 36 - 3/4" X 36 - 3/4"

Customer Notes: CONFIRM LEFT VENT (EXTERIOR VIEW)
 CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
 CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
 CONFIRM JAMB EXTENSION: 6 9/16

Line #	Location:	Attributes				
20	None Assigned	<div><div><div>PK # 2059</div></div><div>Viewed From Exterior</div></div> <td><div><div>Pella® Reserve, Traditional, Casement Right, 18 X 36, White</div><div><div>1: Traditional, Non-Standard SizeNon-Standard Size Right Casement</div><div>Frame Size: 18 X 36</div><div>General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification</div><div>Exterior Color / Finish: Painted, Standard Enduraclad, White</div><div>Interior Color / Finish: Bright White Paint Interior</div><div>Sash / Panel: Ogee, Ogee, Standard</div><div>Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude</div><div>Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor</div><div>Screen: Full Screen, Bright White, InView™</div><div>Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements</div><div>Grille: ILT, No Custom Grille, 7/8", Traditional (2W3H), Ogee, Ogee</div><div>Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 108".</div></div></div></td> <td><div><div>Item Price</div><div>\$1,026.80</div></div></td> <td><div><div>Qty</div><div>1</div></div></td> <td><div><div>Ext'd Price</div><div>\$1,026.80</div></div></td>	<div><div>Pella® Reserve, Traditional, Casement Right, 18 X 36, White</div><div><div>1: Traditional, Non-Standard SizeNon-Standard Size Right Casement</div><div>Frame Size: 18 X 36</div><div>General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification</div><div>Exterior Color / Finish: Painted, Standard Enduraclad, White</div><div>Interior Color / Finish: Bright White Paint Interior</div><div>Sash / Panel: Ogee, Ogee, Standard</div><div>Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude</div><div>Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor</div><div>Screen: Full Screen, Bright White, InView™</div><div>Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements</div><div>Grille: ILT, No Custom Grille, 7/8", Traditional (2W3H), Ogee, Ogee</div><div>Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 108".</div></div></div>	<div><div>Item Price</div><div>\$1,026.80</div></div>	<div><div>Qty</div><div>1</div></div>	<div><div>Ext'd Price</div><div>\$1,026.80</div></div>

Rough Opening: 18 - 3/4" X 36 - 3/4"

Customer Notes: CONFIRM RIGHT VENT (EXTERIOR VIEW)
CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
CONFIRM JAMB EXTENSION: 6 9/16

Line #	Location:	Attributes						
25	None Assigned	<div><p>Viewed From Exterior</p></div> <div><p>Pella® Reserve, Traditional, Casement Left, 36 X 36, White</p><p>1: Traditional, Non-Standard SizeNon-Standard Size Left Casement Frame Size: 36 X 36 General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification Exterior Color / Finish: Painted, Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor Screen: Full Screen, Bright White, InView™ Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: ILT, No Custom Grille, 7/8", Traditional (4W3H), Ogee, Ogee Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 144".</p></div> <table><thead><tr><th>Item Price</th><th>Qty</th><th>Ext'd Price</th></tr></thead><tbody><tr><td>\$1,837.28</td><td>2</td><td>\$3,674.56</td></tr></tbody></table>	Item Price	Qty	Ext'd Price	\$1,837.28	2	\$3,674.56
Item Price	Qty	Ext'd Price						
\$1,837.28	2	\$3,674.56						

Rough Opening: 36 - 3/4" X 36 - 3/4"

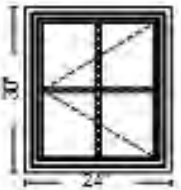
Customer Notes: CONFIRM LEFT VENT (EXTERIOR VIEW)
CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
CONFIRM JAMB EXTENSION: 6 9/16"

Line #	Location:	Attributes		
30	None Assigned	<div><div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div> <div>Viewed From Exterior</div> <div>PK # 2059</div>	<div>Pella® Reserve, Traditional, Casement Right, 36 X 36, White</div> <div><div>1: Traditional, Non-Standard SizeNon-Standard Size Right Casement</div><div>Frame Size: 36 X 36</div><div>General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification</div><div>Exterior Color / Finish: Painted, Standard Enduraclad, White</div><div>Interior Color / Finish: Bright White Paint Interior</div><div>Sash / Panel: Ogee, Ogee, Standard</div><div>Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude</div><div>Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor</div><div>Screen: Full Screen, Bright White, InView™</div><div>Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements</div><div>Grille: ILT, No Custom Grille, 7/8", Traditional (4W3H), Ogee, Ogee</div><div>Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 144".</div></div> <div><div>Item Price</div><div>\$1,837.28</div></div> <div><div>Qty</div><div>1</div></div> <div><div>Ext'd Price</div><div>\$1,837.28</div></div>	

Rough Opening: 36 - 3/4" X 36 - 3/4"

Customer Notes: CONFIRM RIGHT VENT (EXTERIOR VIEW)
CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
CONFIRM JAMB EXTENSION: 6 9/16"

Line #	Location:	Attributes		
35	None Assigned	Pella® Reserve, Traditional, Casement Left, 24 X 30, White	Item Price	Qty
			\$955.46	4
				Ext'd Price
				\$3,821.84



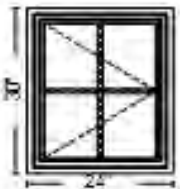
Viewed From Exterior

PK #
2059

1: Traditional, Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 24 X 30
General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification
Exterior Color / Finish: Painted, Standard Enduraclad, White
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor
Screen: Full Screen, Bright White, InView™
Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: ILT, No Custom Grille, 7/8", Traditional (2W2H), Ogee, Ogee
Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 108".

Rough Opening: 24 - 3/4" X 30 - 3/4"


Customer Notes: CONFIRM LEFT VENT (EXTERIOR VIEW)
CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
CONFIRM JAMB EXTENSION: 6 9/16

Line #	Location:	Attributes						
40	None Assigned	<div><div>PK # 2059</div><div>Viewed From Exterior</div></div> <div><p>Pella® Reserve, Traditional, Casement Right, 24 X 30, White</p><p>1: Traditional, Non-Standard SizeNon-Standard Size Right Casement Frame Size: 24 X 30 General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification Exterior Color / Finish: Painted, Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor Screen: Full Screen, Bright White, InView™ Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: ILT, No Custom Grille, 7/8", Traditional (2W2H), Ogee, Ogee Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 108".</p></div> <table><tr><th>Item Price</th><th>Qty</th><th>Ext'd Price</th></tr><tr><td>\$955.46</td><td>2</td><td>\$1,910.92</td></tr></table>	Item Price	Qty	Ext'd Price	\$955.46	2	\$1,910.92
Item Price	Qty	Ext'd Price						
\$955.46	2	\$1,910.92						

Rough Opening: 24 - 3/4" X 30 - 3/4"

Customer Notes: CONFIRM LEFT RIGHT (EXTERIOR VIEW)
CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
CONFIRM JAMB EXTENSION: 6 9/16"

Line #	Location:	Attributes		
45	None Assigned	Pella® Reserve, Traditional, Casement Left, 13.75 X 30, White	Item Price	Qty
			\$1,320.62	1
				Ext'd Price
				\$1,320.62



Viewed From Exterior

PK #
2059

1: Traditional, Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 13 3/4 X 30
General Information: Standard, Clad, Pine, 5", 3 11/16", No Certification
Exterior Color / Finish: Painted, Standard Enduraclad, White
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Side Pivot Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor
Screen: Full Screen, Bright White, InView™
Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Not Calculated
Grille: ILT, No Custom Grille, 7/8", Traditional (1W3H), Ogee, Ogee
Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 88".

Rough Opening: 14 - 1/2" X 30 - 3/4"

Customer Notes: CONFIRM LEFT VENT (EXTERIOR VIEW)
 CONFIRM HARDWARE: ANTIEK FOLD-AWAY CRANK
 CONFIRM EXTERIOR SASH/PANEL PROFILE: OGEE
 CONFIRM JAMB EXTENSION: 6 9/16

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com/insynctive). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at pella.com.

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Pella Mid-Atlantic, Inc.**CONTRACT:**

This contract constitutes the sole and complete agreement between the purchaser and Pella Mid-Atlantic, Inc. the seller, and is subject to additional charges should changes be required. No statement, representation or agreement written or verbal, not appearing on the face of this Contract is binding on the seller. This contract is binding upon the seller only upon acceptance by an authorized executive of the company at the home office. All agreements are subject to prior sale, government regulations and requirements. If contract is not approved the purchaser will be notified within fourteen (14) days of contract date, otherwise the same is automatically approved. The seller will not be responsible for delays due to labor troubles, fire, accidents, transportation, or other causes beyond its control.

MATERIALS TO BE FURNISHED:

Contract is based upon quantities, unit sizes, and unit numbers as sketched and listed on enclosed proposal, as well as equipment and fittings as specified. Drawings are as viewed from the exterior. Purchaser should carefully check quantities, sizes, and specifications. Standard jamb extension is applied, unless otherwise noted. The products ordered in this contract will be made and assembled to these specific requirements, and therefore this order is not cancelable, and these units may not be returned without a charge to be determined by the seller. All Pella wood windows and sliding glass doors are factory primed on the exterior (excludes Mahogany). Units with wood exterior, assembled by the seller will include: standard brickmould, subsill and outside mullion covers (unless otherwise noted herein).

DELIVERY:

CUSTOMER MUST FURNISH HELP TO UNLOAD AT TIME OF DELIVERY. Customer is responsible for checking the material upon arrival. Any shortage or damage must be noted on the delivery/packing list. No claims will be considered unless seller is notified within seventy-two (72) hours from the date of delivery. Customer is responsible for furnishing map to job site. Seller will deliver the goods covered by this contract within a reasonable time from the date of contract ratification, unless otherwise expressly stated in this written contract.

Anticipated Delivery Date: _____

PAYMENT TERMS:

100% payment is due upon the execution of this Agreement.

Alternatively, a 50 % Deposit must be made upon execution of this Agreement.

(Internal Use Only): 50% Deposit in the amount of \$ _____ received on ____ day of _____ 20__.

If a 50% deposit is made, the 50% remaining balance must be received from Purchaser not less than two days prior to Anticipated Delivery Date. Purchaser must make payment by credit card (no checks will be accepted).

(Internal Use Only): 50% Balance received \$ _____ on ____ day of _____ 20__.

NET 30 DAYS (if applicable): Net 30 day terms are subject to approval by Pella Mid-Atlantic, Inc. of customer's credit. A one and one half percent (1 1/2 %) per month (annual percentage rate of eighteen percent) late charge will apply to all payments over thirty (30) days past due computed on the basis of the balance outstanding at the end of each monthly statement period. A one and one half percent (1 1/2 %) per month (annual percentage rate of eighteen percent) late charge will apply to all payments over thirty (30) days past due computed on the basis of the balance outstanding at the end of each monthly statement period.

SELLER REMEDIES:

Seller reserves a security interest in the goods sold pursuant to this contract under the applicable provisions of article 9 -Secured Transactions-Uniform Commercial Code. Seller further reserves the right to perfect and enforce any statutory lien, including any mechanic's contractor's or materialmen's lien, arising under local law to secure payment of the account debt arising under this contract. In the event Seller employs an attorney-at-law after Buyer has defaulted in its payment as agreed under the terms of this contract, then Buyer shall pay Seller a collection fee in a fixed and stipulated sum equal to twenty percent (20%) of the outstanding principal account balance at the time of buyer's default, or two thousand five hundred dollars (\$2,500.00), whichever is greater, together with any court or litigation costs incurred by seller in collecting the account debt arising under this contract.

LIMITATION OF WARRANTIES AND DAMAGES:

Seller expressly warrants the goods sold under this contract will be as described in this contract. ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. Buyer's remedy for breach shall be limited to replacement of the goods sold or to a return of the goods and a refund of their purchase price, at Buyer's option, which shall be the Buyer's sole remedy in the event of seller's breach in the performance of this contract. Seller shall not be liable for any consequential or incidental damages for breach of any warranty.

☐ **Project Checklist has been reviewed**_____
Customer Name (Please print)_____
Pella Sales Rep Name (Please print)_____
Customer Signature_____
Pella Sales Rep Signature_____
Date_____
Date_____
Credit Card Approval Signature**Order Totals**

Taxable Subtotal \$15,429.30

Sales Tax @ 6% \$925.76

Non-taxable Subtotal \$25.00

Total \$16,380.06**Deposit Received****Amount Due** **\$16,380.06**