



APPLICATION FOR HISTORIC AREA WORK PERMIT HISTORIC PRESERVATION COMMISSION 301.563.3400

FOR STAFF ONLY: HAWP# 1076799 DATE ASSIGNED

APPLICANT:

Name: David Heath & Nicole Langlois E-mail: dheath01@frontiernet.net Address: 7338 Carroll Avenue City: Takoma Park Zip: 20912 Daytime Phone: 202-603-7336 Tax Account No.:

AGENT/CONTACT (if applicable):

Name: Address: Daytime Phone: E-mail: City: Zip: Contractor Registration No.:

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property Takoma Park

Is the Property Located within an Historic District? X Yes/District Name Takoma Park 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: 7338 Street: Carroll Avenue

Town/City: Takoma Park Nearest Cross Street: Lee Avenue

Lot: 2 Block: Subdivision: 0025 Parcel: Gen. S.S. Carroll's Addition to Takoma Park

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:

- Checklist items: New Construction, Addition, Demolition, Grading/Excavation, Deck/Porch, Fence, Hardscape/Landscape, Roof, Shed/Garage/Accessory Structure, Solar, Tree removal/planting, 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.

Signature of owner or authorized agent Date 7/1/2024

HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

Owner's mailing address David Heath and Nadine Langlois 7338 Carroll Avenue Takoma Park, MD 20912	Owner's Agent's mailing address
Adjacent and confronting Property Owners mailing addresses	
Jay & K B Danner-McDonald 7336 Carroll Avenue Takoma Park, MD 20912	Yudhijit Bhattacharjee & Jennifer Dimascio 7340 Carroll Avenue Takoma Park, MD 20912
Colin & Kristin Treado 7329 Carroll Avenue Takoma Park, MD 20912	Jason & Thaisa Katz 7327 Carroll Avenue Takoma Park, MD 20912
Kevin Perese & Megan Gallagher 7321 Carroll Avenue Takoma Park, MD 20912	Nancy J. Ricks 5 Lee Avenue Takoma Park, MD 20912

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

See Memorandum, Addendum A

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

See Memorandum, Addendum B

Memorandum

7/1/2024

To: Historic Preservation Commission (HPC)
Maryland-National Capital Park & Planning Commission
c/o Department of Permitting Services, Montgomery County

From: David Heath
Nicole Langlois

Re: Historic Area Work Permit for
7338 Carroll Avenue, Takoma Park Historic District
Fence relocation | HAWP #1076799
Written Description of Project

Addendum A

The property is a 1-story wood frame Bungalow-Craftsman with a partially finished cellar, located at 7338 Carroll Avenue on a modest 5,575 square foot corner lot one property in from the corner of Carroll and Lee Avenues. The house, built circa 1920s, is designated as a contributing resource in the Takoma Park Historic District. The form is a simple rectangle with the short side fronting Carroll Avenue and the long side parallel to Lee. The southeast facing front façade is embellished by a nearly full width covered porch with a low slope gable roof supported on stout wood columns. The main roof, like the porch, is a simple gable with deep eaves and exposed rafter tails but with a more pronounced pitch than the porch.

At the time of this writing, the northwest facing rear façade is under construction per approved permit numbered: HAWP #1034991. The project includes a two-story addition attached to the main building at the rear that is currently under construction. Per the project design and under construction is a deck and screen porch attached to the new addition on the left side. The project also includes significant renovations to the interior of the existing building.

The front yard has an existing picket fence painted white with gates on the front accessible from the side walk. A second gate is located on the Lee avenue side centrally positioned that allows access from the driveway which also located on the Lee avenue side of the property.

The side and rear yard area is currently bounded by a 6' wood privacy fence, this fence was updated in 2012. Portions of the fence are feet off the established property line, not parallel to existing property lines and also are not linear nor straight.

The front yard is generally flat and begins to slope down just past the front yard fenced area. The slope of the property continues down for the remaining area of the side and rear yards.

Addendum B

This new project will be to relocate and reposition the portion of existing fence framing the rear yard area – same materials both in size and style will be used. The existing fence will be removed and relocated on the rear (NW side) and left (SW side) of the lot at 7338 Carroll Ave. The fence located on the right side will remain in place.

The existing fence at the rear (NW side) has been installed in a non-linear fashion that is also several feet from the rear property line. Reinstall a new fence along the surveyed property line so that the rear fence is parallel to Carroll Ave.

The existing fence on the left (SW side) starts at the existing surveyed property line but then takes a diagonal trajectory as it traverses through the rear yard until it terminates at the rear fence (See image 1 of design plan). Similar to the rear fence, the new fence will be reinstalled along the surveyed property line and parallel to Lee Avenue.

The owners wish to relocate the rear and left side fence on or near existing property lines, make the fence straight and parallel to boundary lines/streets and installed at right angles in the usual fashion.

A new fence will be installed perpendicular to the fence installation and the building, this new fence should tie into the deck stairs (See image 1 of design plan). This fence will include an entry/exit gate. This part of the fence will be same style as the front picket fence (white, 4', picket style). This will allow for some additional parking on the side of the house as well as completely enclosing the back yard with fencing.

All new fencing should be installed on the property line or at the minimum required offset from the property line as required by the City of Takoma Park and/or Montgomery County. All new fencing will match in style, form, dimensions and color of existing fencing.

A quote has been obtained from Frederick Fence company per the design described above. The cost is approximately \$7,500. A copy of the quote is provided in this packet.

For reference: In 2012, the fence was converted from a 4' chain link fence to a 6' vertical board fence. The HAWP permit number is 591747 and approved on March 14, 2012.

Work Item 1: Relocate existing fence

Description of Current Condition:

Portions of existing rear fence that has been built in a non-linear fashion (due to previous tree locations). Left side and rear fence are only in scope.

Proposed Work:

Move and erect portion of fence using new materials in the exact same style as current fence. Reinstalled left and rear fence should be along surveyed property lines, perpendicular to each other and parallel to Carroll Ave (for rear portion) and parallel to Lee Ave (for left side).

Work Item 2: Relocate Gate

Description of Current Condition:

Existing gate at end of driveway has been removed due to current construction associated with HAWP permit #1034991. This gate in this location will not be replaced.

Proposed Work:

Add a new fence between new deck and driveway to be flush with deck stairs. The new fence should tie in to the stairs in some manner. This new fence should have a gate to allow entry and exit to the rear yard.

The materials of the fence will match the front picket fence in style, design and color.

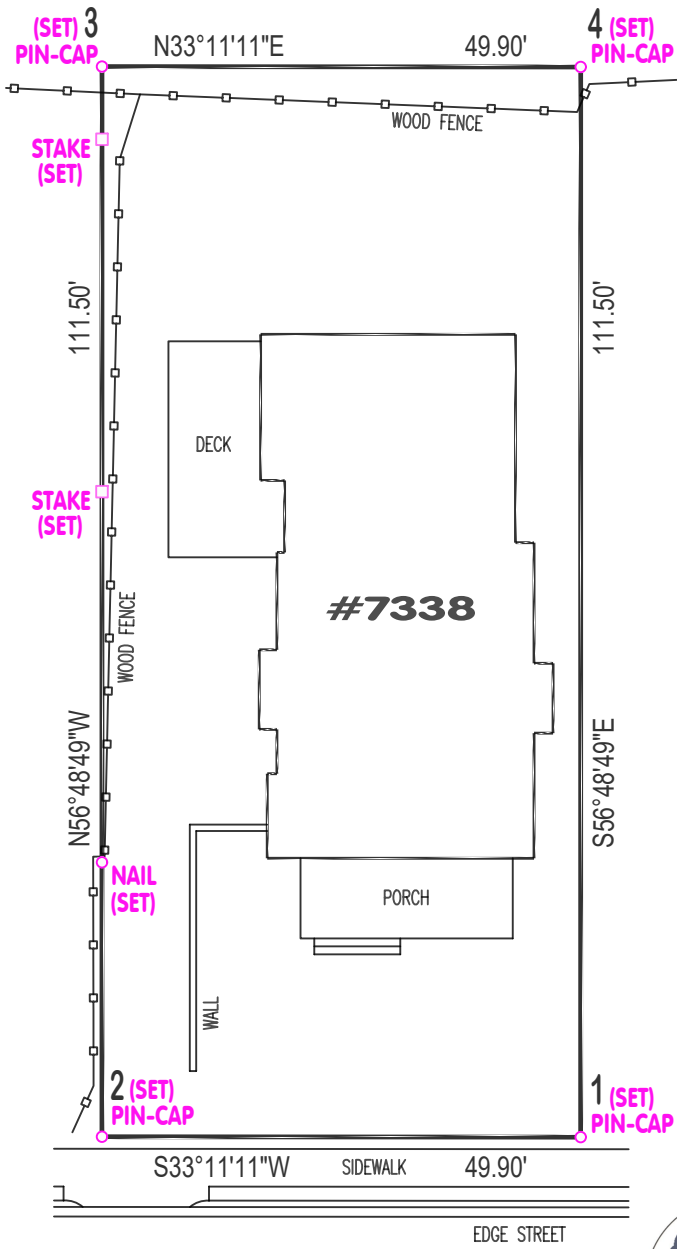
Work Item 3: _____

Description of Current Condition:

Proposed Work:

**HISTORIC AREA WORK PERMIT
CHECKLIST OF
APPLICATION REQUIREMENTS**

	Required Attachments						
Proposed Work	1. 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	*	*	*	*	*		*

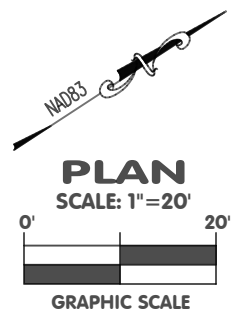


NOTE- PROPERTY INFORMATION SHOWN REFLECTS THE RESULTS OF ON THE GROUND SURVEY FIELD WORK COMPLETED **JUNE 3, 2024** BY **A.C. SURVEYING, LLC.** (CORPORATE SURVEY LICENSE #22015)

PROPERTY MARKERS - NAD83 COORDINATES

- 1 N=478036.9048 E=1310867.7442 PIN-CAP (SET)
- 2 N=477995.1438 E=1310840.4307 PIN-CAP (SET)
- 3 N=478056.1750 E=1310747.1170 PIN-CAP (SET)
- 4 N=478097.9360 E=1310774.4305 PIN-CAP (SET)

AREA OF PROPERTY = 5,564 SQUARE FEET±
(AS SURVEYED) (0.1277 ACRE±)
6-3-2024



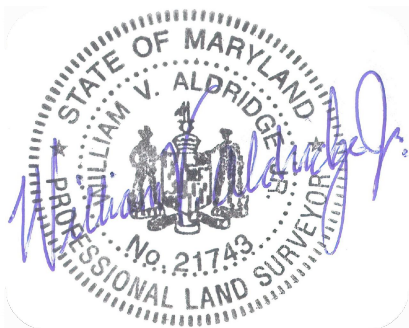
LOT 2
5,564 SQUARE FEET (AS-SURVEYED 6-3-2024)
SECTION 5 - 'GENERAL S.S. CARROLL'S
ADDITION TO TAKOMA PARK'
MONTGOMERY CO. PLAT #300
TAX MAP: JN52 TAX ACCT. NO.: 13-01067033

CARROLL AVENUE



AC SURVEYING LLC

228 S. HOUCKSVILLE ROAD HAMPSTEAD, MD 21074
MARYLAND CORPORATE SURVEY LICENSE #22015
GARY M. CAUDILL, OWNER EMAIL: garyacslc@gmail.com



This is to certify that the approximate locations of the improvements are shown in relation to the apparent property lines for the property known as #7338 Carroll Avenue, Takoma Park, Maryland, in the 13-th Election District of Montgomery County, Maryland, according to my measurements and calculations, and to the regulations governing the Maryland Standards of Practice for Professional Land Surveyors, Effective date January 5, 2015. This drawing is not intended to replace an examination of title, or depict or note all matters affecting the title pertaining to the ownership and use of this property.

Hampstead, this 3-rd day of June, 2024.
William V. Aldridge, Jr.
Professional Land Surveyor, Reg. #21743
My current license expires December 11, 2025.

BOUNDARY SURVEY DRAWING

#7338 CARROLL AVENUE, TAKOMA PARK, MARYLAND
JUNE 3, 2024 SCALE: 1"=20'

I, William V. Aldridge, Jr., personally prepared this survey drawing and was in responsible charge over the field surveying work completed **June 3rd, 2024**, all in accordance with the Maryland Minimum Standards, adopted January 5, 2015. My current license expires 12-11-2025.

7/1/2024

To: Historic Preservation Commission (HPC)
Maryland-National Capital Park & Planning Commission
c/o Department of Permitting Services, Montgomery County

From: David Heath
Nicole Langlois

Re: Historic Area Work Permit for
7338 Carroll Avenue, Takoma Park Historic District
Fence relocation | HAWP #1076799
Design Plan
Tree Survey
PLAT Map – General S. S. Carroll’s Addition to Takoma Park

6 ft vertical boards with Flat Top, Colonial Gothic posts

4ft picket style fence to match fence in front.

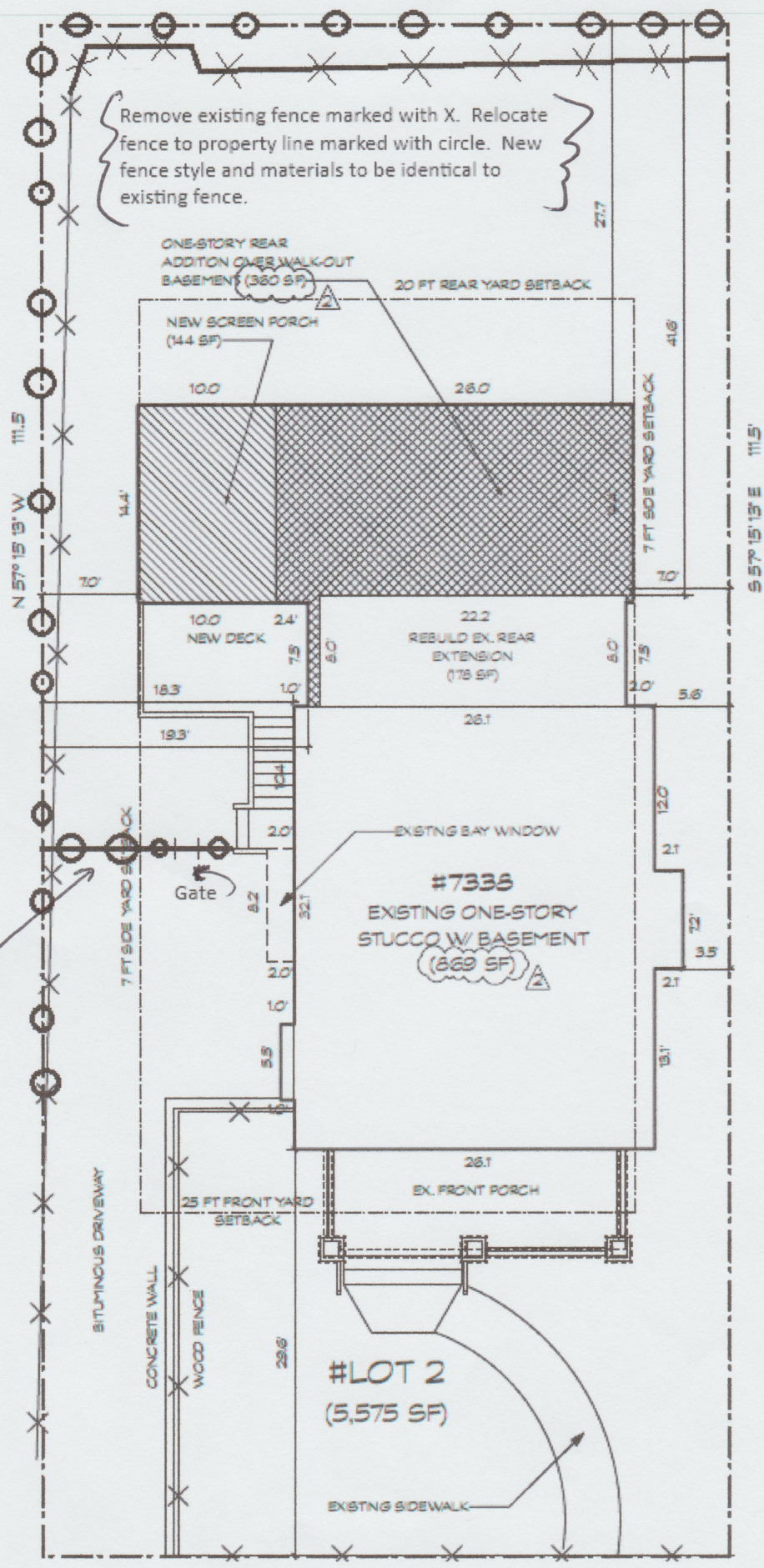
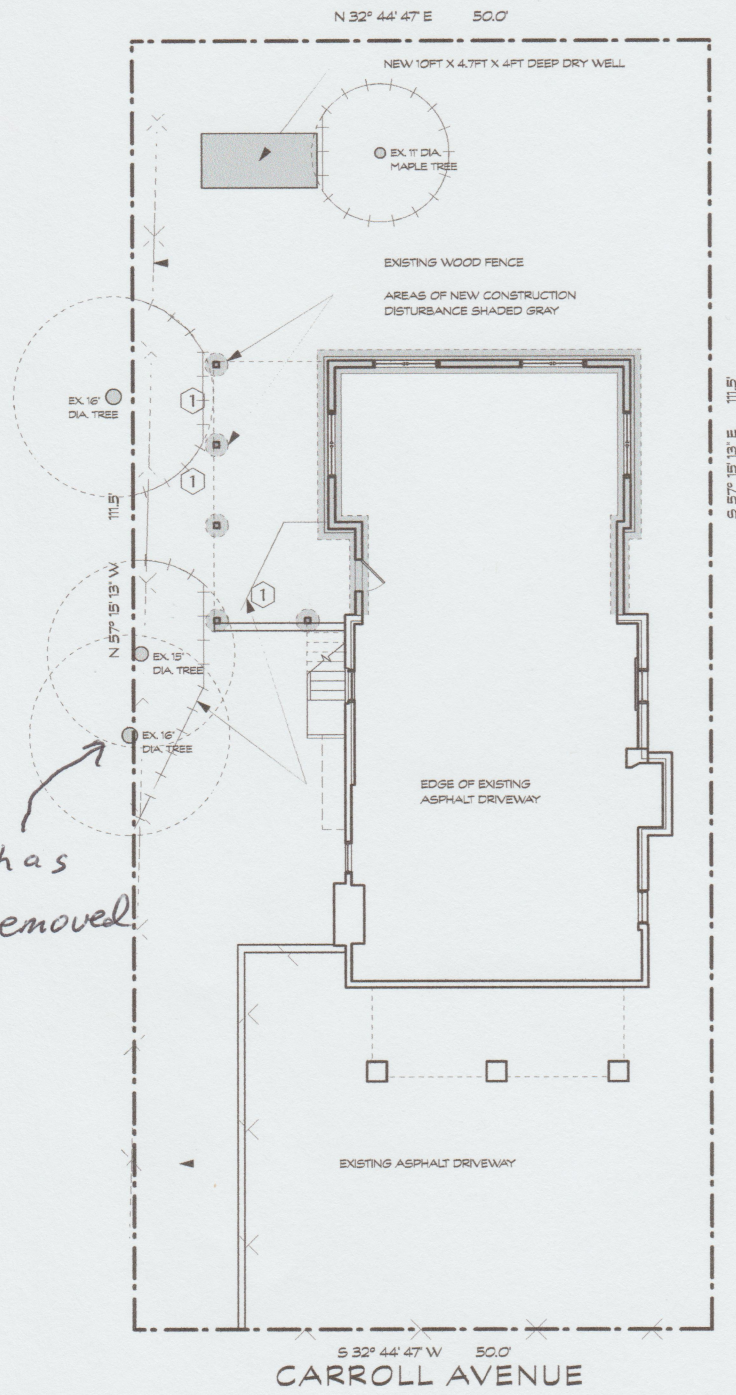


Image #1

50' 45' 40' 35' 30' 25' 20' 15' 10' 5' 0



5'
10'
15'
20'
25'
30'
35'
40'
45'
50'

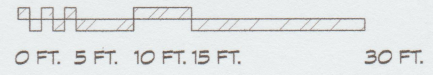


Tree has been removed

TREE PROTECTION PLAN LEGEND

TREE PROTECTION FENCE (4 FT. TALL ORANGE HDPE PLASTIC SAFETY BARRIER)	+++++
STAGING AREA / MATERIAL STORAGE	
SILT FENCE
ROOT PRUNING (RP)	--- ---
ROOT PROTECTION (1/2" OSB PANELS OVER 6" LAYER OF WOOD CHIPS)	XXXXX
EDGE OF FOOTING	-----
WOOD / METAL FENCE	-x-x-x-
PROPERTY LINE	-----

1 PIER FOOTINGS UNDER NEW ADDITION. SEE STRUCTURAL DRAWINGS



TPP

Heath-Langlois Addition
7338 Carroll Ave., Takoma Park, Maryland 20912

5 NOV. 2023

Tree Protection Plan
Scale: 1/10" = 1'-0"

2307



SUBDIVISION OF SECTION 5,
GENERAL S.S. CARROLL'S ADDITION
TO TAKOMA PARK, MONTGOMERY CO., MD.

U.S. Stentley
Co. Surveyor

April 27th
1925

Scale: 1"=50'

Substance

ENGINEERS CERTIFICATE

I the undersigned Joseph M. Stentley, Surveyor hereby certify to the following
1st That all the lots blocks streets and Public Highways shown on this plot have been carefully and accurately surveyed and are part of SECTION 5, GENERAL S.S. CARROLL'S ADDITION TO TAKOMA PARK as conveyed by C.F. Owens and wife to William W. Warfield and Minnie S. Warfield his wife the 5th day of March 1921 and of record in Liber 16 288 of folios 288 one of the land records of Montgomery County, Md.

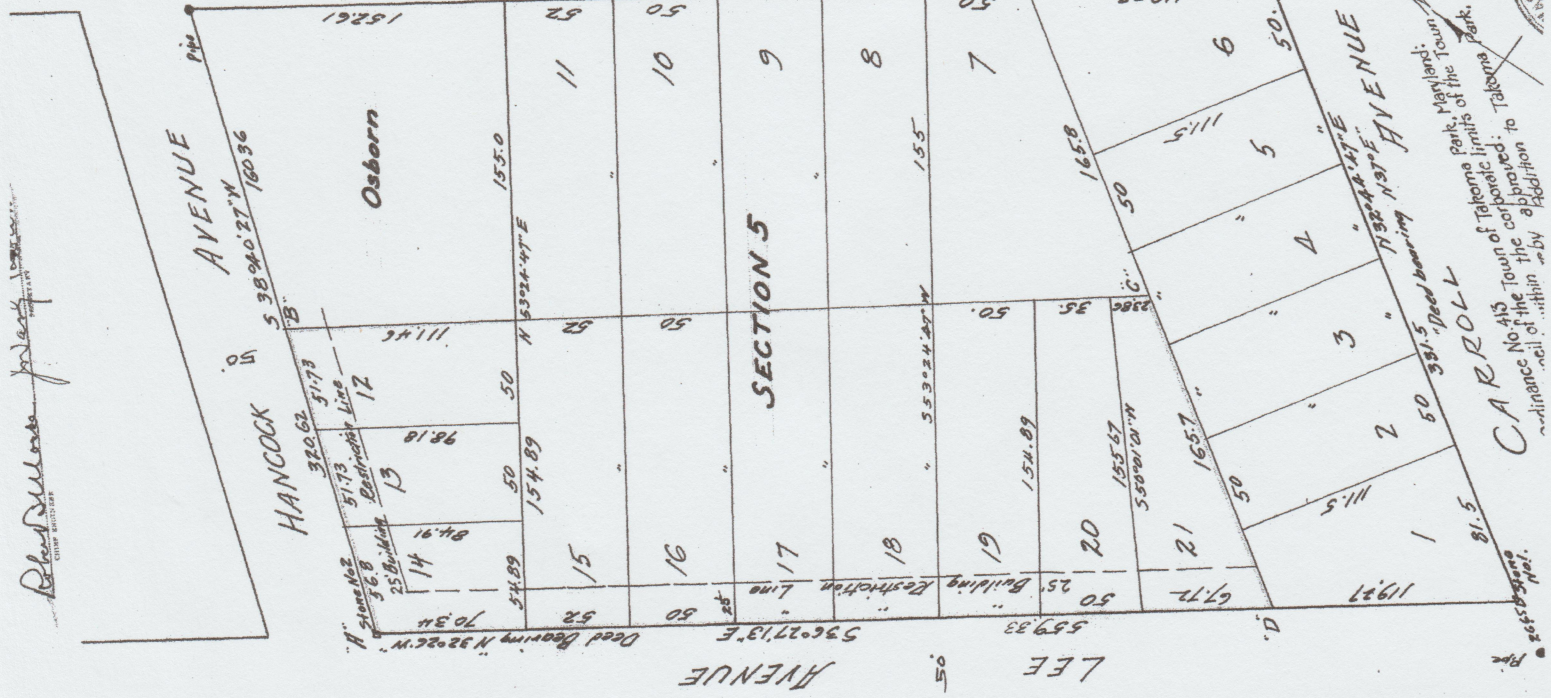
2nd That the lines of this Subdivision do not conflict with the lines of any other Subdivision heretofore made and recorded among the land records of Montgomery Co. Md. 3rd That monument stones designated 16, 17, 18, 19, 20 have been carefully set at points indicated on this Plot so as to appear on the surface and extend into the ground not less than three feet below the surface, and that the said stones are not less than six inches in minimum dimensions on top

4th That the bearings other than dead reference bearings are referred to the true meridian 5th The lots numbered 1 to 21 inclusive and included within the red lines "A", "B", "C", "D" embraces the land dealt with in this Certificate, the other lots numbered from 1 to 21 inclusive are shown for convenience only

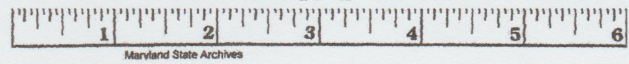
Joseph M. Stentley
County Surveyor

OWNERS DECLARATION

This DECLARATION OF DEDICATION, made this 22nd day of April nineteen hundred and twenty five
WITNESSETH: That William W. Warfield and Minnie S. Warfield of Montgomery Co., Md., undersigned, being the owners, have caused to be surveyed and platted the land shown on this plat as set forth in the Engineers Certificate hereon, and by the execution of these papers and the recording of this Plat do subordinate the land into lots, blocks and Public Highways to be known as Section 5, Carl's Addition to Takoma Park, and dedicate the said Highways for any lawful purpose whatsoever and do further hereby dedicate and establish proportionally the building restriction lines as hereon indicated as the line beyond which the erection of any building parcel thereof or any other structure of a permanent nature exceeding four (4) feet vertically is restricted



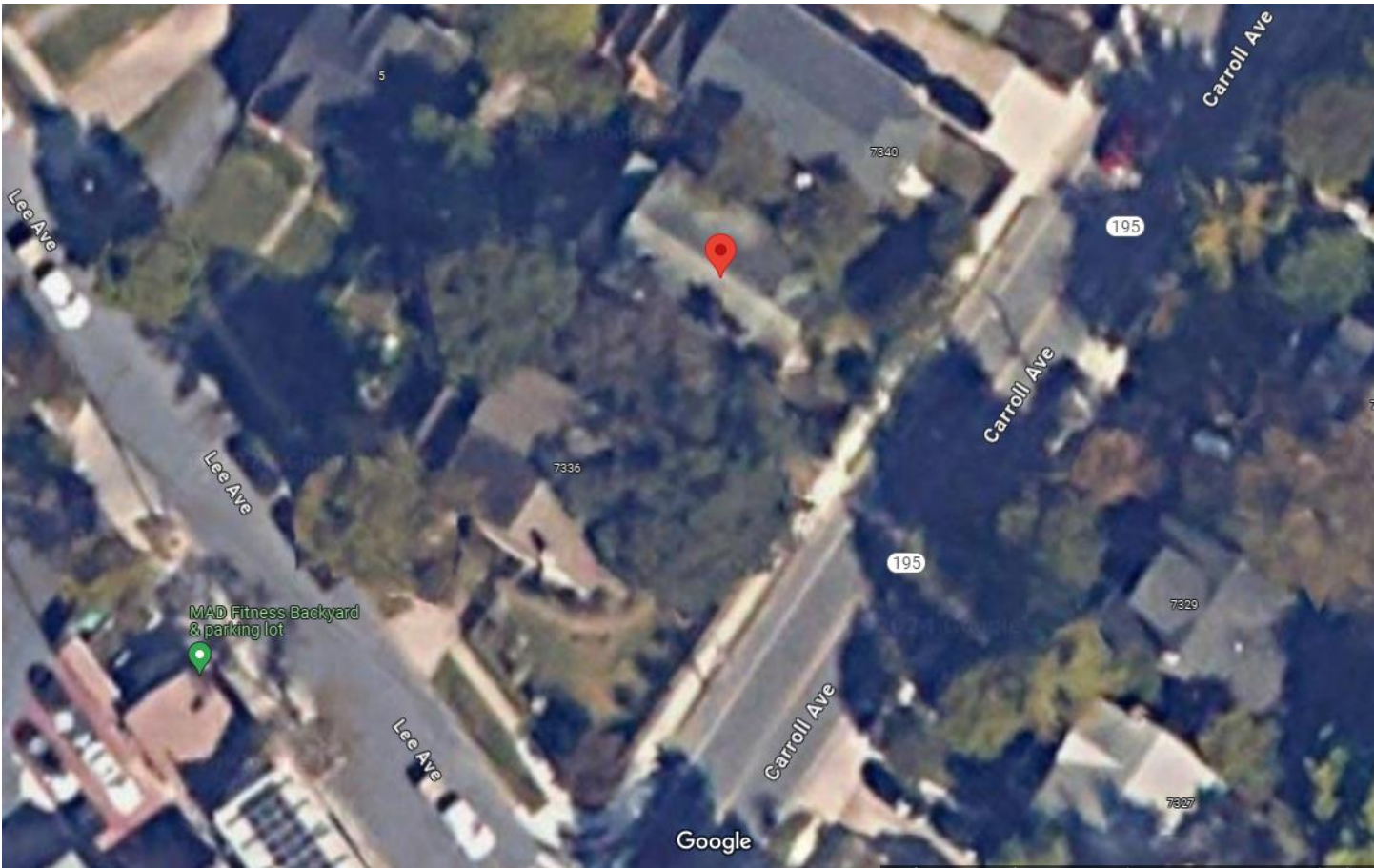
Joseph M. Stentley
County Surveyor



Existing Property Condition Photographs



Google street view of 7338 Carroll



Google overhead view of 7338 Carroll Ave.



Front of property at 7338 Carroll



Driveway on left side of property with new construction



Existing fence on SW (left) side of property, will be replaced with new fence in same style, dimensions and color.



Existing fence on SW (left) side of property, will be replaced with new fence in same style, dimensions and color. This view is looking at Carroll Ave from side of building. Fencing in background belongs to 7336 Carroll. Fencing in foreground is in scope for replacement.



Fence between 7338 Carroll and 7336 Carroll Ave, SW and left side of building. New deck construction in foreground. This length of fence will be replaced with new fence in same style, dimensions and color.



Existing fence on West side corner, will be replaced with new fence in same style, dimensions and color. Note the angles of how fence was originally installed.



Existing fence on NW (rear) side of property and North side corner, will be replaced with new fence in same style, dimensions and color. Northeast side fence adjacent to 7340 Carroll Ave is not in scope and will not be changed.



Existing fence on NE (right) side of property, not in scope and will not be changed.



OWNERS NAME(S): David Heath	DATE: 6/27/2024
JOB ADDRESS: 7338 Carroll Ave	EMAIL: dheath01@frontiernet.net
CITY STATE & ZIP: Takoma Park, MD 20912	OTHER: N/A CELL: 202-603-7336
BILLING ADDRESS: Same	

DESCRIPTION OF WORK TO BE COMPLETED BY CONTRACTOR:

Furnish labor and materials to INSTALL approx. 133 linear feet of 6' tall cedar Solid Board fence. Fence constructed using 1x4 vertical boards and 1x4 cap board. Runners will be 2x4 boards, fastened to the posts with Teco clips.
 All posts to be secured in the ground using Dry Packed concrete.
 (18) 4x4 posts will have Fredericktown tops.
 (2) 6x6 posts will have Fredericktown tops.

Furnish labor and materials to INSTALL approx. 15 linear feet of 4' Tall Cedar Fredericktown Picket Fence. Fence constructed using 1x4 pickets. Runners will be 2x4 boards, fastened to the posts with Teco clips.
 All posts to be secured in the ground using Dry Packed concrete.
 Install (2) 6x6 pressure treated Gate Post(s).
 Install (1) 4' wide x 4' tall Flat Top Cedar Picket Single Gate(s) with cedar frame.
 (2) 4x4 posts will have Fredericktown tops.
 (2) 6x6 posts will have Fredericktown tops.

Frederick Fence Co. to obtain Montgomery County Permit.
Frederick Fence Co. to Remove and Haul approx. 133 linear feet of Wood Privacy fence.

CUSTOMER TO DO BEFORE INSTALL

DISCLAIMERS:

- If property pins are not present, we recommend a boundary survey. Customer responsible for boundary lines and fence location.
- Customer will confirm start and stop points with foreman at start of installation.
- Frederick Fence does not haul away dirt or rocks.
- Frederick Fence not responsible for damage to underground sprinklers, dog fences, or private utilities.
- No refunds or returns on special order materials (Includes Vinyl, Aluminum, & Steel Fence).

Owner Initials:

PAYMENT TERMS:

For the above services and/or materials & equipment (also permits where required) the OWNER agrees to pay the CONTRACTOR the total amount stated in the box labeled "Contract Total". A deposit will be required before project start and may not exceed 1/3 of the total contract price. A second deposit will be required at the start of the job for all jobs exceeding \$20,000 and must not exceed 1/3 of the total contract price. The final balance will be due upon completion.

CONTRACT TOTAL \$ 7,463.00

Deposit	\$ 2,488.00
2nd Deposit	\$ -
Final Balance	\$ 4,975.00

Due Upon Completion

APPROXIMATE STARTING AND COMPLETING:
 Work under this contract will start in **5-7 Weeks** subject to circumstances beyond the control of the contractor, (including weather and material delays) and will be completed in approximately **2-3 Days**

CREDIT CARD INFORMATION:

Pay your Deposit or Final Balance on our website! Go to Frederickfence.com and click the gold button at the top.



CONTRACT ACCEPTANCE:

The undersigned CONTRACTOR and OWNER agree and accept the terms and conditions set forth in pages 1 through 4 and further agree that this contract contains the final and entire agreement between the parties here to and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. This contract is not binding upon FREDERICK FENCE CO, INC. until accepted. You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day or seventh business day if the buyer is at least 65 years old, after the date of this transaction.

Date: Owner Signature:

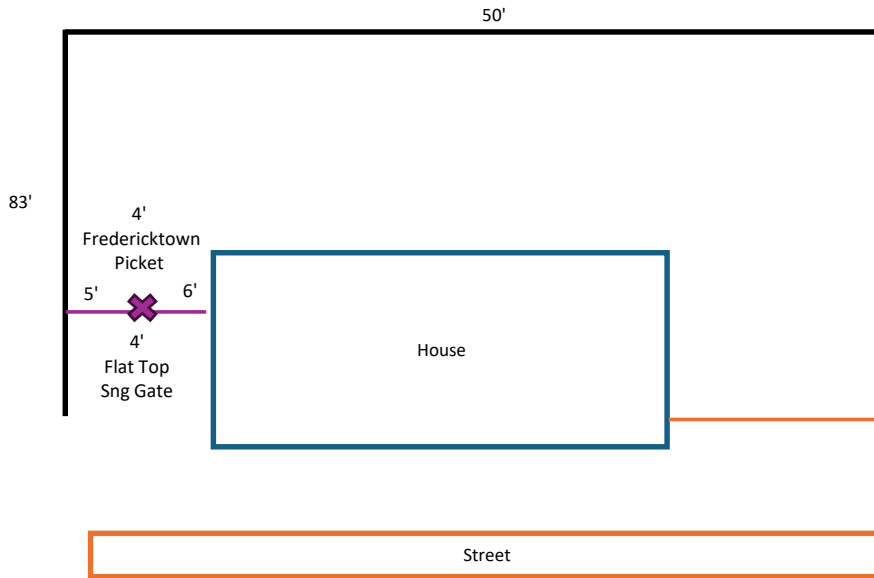
Lic. No. 111505 Salesman: Paul Abel

Pricing and approx. lead time on this contract is only valid for 2 weeks from estimate date and will need to be re-quoted if date of signing is after 7/11/2024

OWNER(S) NAME: David Heath

DRAWING: OWNER TO GO OVER LOCATION OF FENCE & GATES WITH FOREMAN

Owner Initials



not to scale

DISCLAIMERS

- Customer responsible for boundary lines and fence location and will confirm start and stop points with foreman at start of installation.
- Property Pins are the best way to ensure property boundaries. A plat/survey can be used but the Homeowner is responsible for any subsequent consequences.
- Frederick Fence does not haul away dirt or rocks. Customer to indicate to foreman location to spread or pile dirt.
- Frederick Fence is not responsible for damage to underground sprinklers, dog fences, or private utilities.
- No refunds or returns on special order materials (Includes Vinyl, Aluminum, & Steel Fence).

OWNER(S) NAME: David Heath

Article I. PAYMENTS

1.1 All payments as set forth on the front of this "Contract are due at the times indicated in this contract or upon receipt of a bill(s) from the contractor to the OWNER, whatever shall occur first. Any amount remaining unpaid for more than 10 days after demand shall bear interest at the rate of 2% per month (24% per annum).

1.2 Contractor reserves the right to stop work if payments are not made according to the contract draw schedule.

Article II. CHANGES

2.1 Any changes or deviations from the terms of this Contract or from plans and specifications set forth herein, including any additional work requested by the OWNER must be agreed upon in writing by the OWNER and CONTRACTOR before they shall be considered binding. The cost of any changes, deviations, or additions shall also be agreed upon in writing and the CONTRACTOR may demand payment in full before making the changes or deviations or commencing the additional work. All such changes, deviations, or additions must be documented by a Change Order as provided herein.

2.2 Change Orders. For the purposes of this Contract, a Change Order shall mean a request by the Owner for extra or additional work to be completed, which modifies the Project under the Contract, a request for substitution of materials, or a special/custom order for material(s), and any change to the original plans and specifications. No change, modification, addition, or redesign shall be valid unless authorized by the Contractor and Owner in writing in a "Change Order," which shall be incorporated as part of this Contract. All Change Orders need to be agreed upon in writing, including cost, additional time considerations and a description of the location where the work will be completed, and shall be signed by both parties. The balance of the original contract and the Change Order shall be paid upon completion of the Work specified. The estimated completion date of the Work shall be extended by the time necessary to complete any Change Order. Any expense incurred by Contractor in assembling custom items shall be determined by the Contractor. The Contract Price shall be increased or decreased as required by the modifications to the Project as identified in the Change Orders.

2.3 Contractor reserves the right to reject any Change Order request by Owner if the Change Order would materially affect Contractor's operations, or violate local building codes or any other governmental regulations, or require Work already performed to be demolished and reconstructed.

Article III. CONTRACTOR'S LIMITED WARRANTY

3.1 FREDERICK FENCE CO. warrants that all work will be performed in a workmanlike manner and in accordance with standard practices. Owner hereby acknowledges that wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather; and that the CONTRACTOR makes no warranties against the occurrence of such changes in wooden fencing materials.

3.2 Fences are guaranteed against defect in workmanship for a period of eighteen months (18) from the date of completion.

3.3 This warranty does NOT cover materials warranted by manufacturers; damage caused by fire, floods, strike, war, or civil disturbances; or damage caused by negligence or abuse.

3.4 This warranty covers the OWNER or OWNERS of the real property on which the work is performed.

3.5 The sales personnel of the CONTRACTOR are not authorized to make warranties about the merchandise, equipment, or services described in this Contract. CONTRACTOR'S employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon the OWNER, and are not part of this Contract. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written Contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

Article IV. CONSTRUCTION/WORK

4.1 Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to, strikes, casualty, general unavailability of material, acts of nature, weather, etc.

4.2 There shall be excluded from the computation of any period of time set herein by CONTRACTOR any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, permitting delays, or any other causes which are beyond the reasonable control of such party despite its due diligence.

4.3 The price set forth on the front of this Contract does not contemplate the encountering of swampy conditions. CONTRACTOR is not responsible for damage caused to underground obstructions, such as underground pipes, sprinkler systems, cables, septic tanks, private utilities, electronic containment systems, etc.

4.4 Owner and Contractor further acknowledge and agree that any perceived defects, imperfections, etc., in Contractor's work is not grounds for the Owner to terminate the Contractor until the Contractor has the opportunity to complete the Project, including the Owner's punch list items, and has the opportunity to cure any defects or problems as provided in Section 4.3.

4.5 Owner expressly agrees that they are responsible for the removal and replanting of all vegetation (including but not limited to: trees, shrubs, flowers, and grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction area and all routes of access thereto. Owner specifically recognizes Contractor's necessity of complete access to the job location for all required equipment.

Article V. HOME-IMPROVEMENTS COMMISSION

5.1 PLEASE BE NOTIFIED THAT EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING MARYLAND HOME IMPROVEMENT WORK MUST BE LICENSED BY THE HOME IMPROVEMENT COMMISSION, AND ANYONE MAY ASK THE COMMISSION ABOUT A CONTRACTOR OR SUBCONTRACTOR. THE TELEPHONE NUMBER OF THE HOME IMPROVEMENT COMMISSION IS (410) 230-6309. THE WEBSITE FOR THE MARYLAND HOME IMPROVEMENT COMMISSION IS <http://www.dllr.state.md.us/license/mhic/>.
A. FORMAL MEDIATION OF DISPUTES BETWEEN HOMEOWNERS AND CONTRACTORS IS AVAILABLE THROUGH THE COMMISSION.
B. THE COMMISSION ADMINISTERS THE GUARANTY FUND, WHICH MAY COMPENSATE HOMEOWNERS FOR CERTAIN ACTUAL LOSSES CAUSED BY ACTS OR OMISSIONS OF LICENSED CONTRACTORS

5.2. Contractor identifies its company to be insured and licensed in the state of Maryland. The Maryland Home Improvement Commission #16416.

Article VI. OWNER'S RESPONSIBILITIES

6.1 OWNER assumes full responsibility for location of the line upon which the fence will be installed, together with all questions of ownership and location of property lines. OWNER agrees that the fence lines will be clear of all obstructions and that the line will be accurately marked by him by stakes or otherwise.

6.2 Contractor shall be provided with free access to the work area. Work areas should be devoid of debris, and other matter that may obstruct the job site and/or prevent Contractor from performing the scope of work under the terms of this Contract. Owner shall provide Contractor access to the Property as necessary to complete the work by providing Contractor and/or its subcontractor's access on such dates and times as designated by Contractor. The Completion Date shall be extended by any delays caused by Owner's failure to provide timely access to the Property.

Article VII. DISPUTE RESOLUTION.

7.1 All disputes between the parties that may arise under this Contract shall be mediated by a mediator mutually agreeable to both parties. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

7.2 The parties agree to request mediation in writing. Thereafter, the party seeking mediation agrees to contact the Frederick County Circuit Court to obtain a list of trained mediators. Within 30 days after requesting mediation, the parties agree to select a mediator from the list and to schedule one two-hour session to mediate the dispute. The parties agree to mediate the matter in good faith, and the parties agree to split the costs for the mediator. If mediation results in a resolution, the parties will execute a written statement of their agreement.

7.3. Should an action be brought against Contractor all damages are limited to the amount actually received by Contractor from Owner. Contractor shall not, under any circumstances, be liable for special or consequential damages, such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, or loss of habitability.

7.4 In the event the Owner breaches any term, condition or obligation created by this Contract, and the Contractor shall have to initiate a lawsuit, action or other proceeding against the Owner, the Contractor shall be entitled to be reimbursed from the Owner for all its reasonable attorneys' fees and court costs.

7.5 The Contract shall be construed and interpreted in accordance with the laws of the State of Maryland.

Article VIII. OTHER COVENANTS

8.2 TERMINATION BY CONTRACTOR: Contractor may terminate the contract if the project is (i) stopped by the Owner or under an order of any court or public authority having jurisdiction, (ii) if the Owner fails to make a payment or otherwise defaults after written notice to Owner and a reasonable opportunity to cure. In such an event Owner shall forfeit any money paid to Contractor. Contractor may also recover from Owner money for all work performed and for any loss sustained regarding any material purchased. In lieu of termination, Contractor may continue the project in which case the completion date shall be extended to account for any delays caused by OWNER'S failure to comply with terms of the contract.

8.4 YOU HAVE THE RIGHT TO CONSULT AN ATTORNEY.

8.5 The persons signing or otherwise authorizing this agreement: (1) represents and warrants that he/she has the authority to enter into this agreement.