

MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	3 Chevy Chase Circle, Chevy Chase	Meeting Date:	3/25/2026
Resource:	Outstanding Resource Chevy Chase Village Historic District	Report Date:	3/18/2026
Applicant:	John Joy	Public Notice:	3/11/2026
Review:	HAWP	Tax Credit:	Partial
Permit No.:	1150206	Staff:	Devon Murtha
Proposal:	Window replacement		

STAFF RECOMMENDATION

Staff recommends that the HPC **approve with two (2) conditions** the HAWP application, with final approval authority delegated to staff:

1. The applicant will submit final window specification to Staff to confirm window details.
2. The applicant will submit updated installation drawings showing the extent of the aluminum capping.

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Outstanding Resource to the Chevy Chase Village Historic District
STYLE: Gothic Revival
DATE: 1892-1916; 1926 Addition; 1950 Addition; 1999 Addition



Figure 1: The location of the subject property is notated with a yellow star.

The subject property is located at 3 Chevy Chase Circle, and is bounded by Grafton Street to the north, Chevy Chase Circle and Western Avenue to the east, and Oliver Street to the south. The property contains a large stone church building that is listed as an Outstanding Resource within the Chevy Chase Village Historic District. The first section of the church was designed by was designed by prominent architects Arthur Heaton and Waddy Wood for the All-Saints Episcopal Congregation, and executed Gothic Revival style.

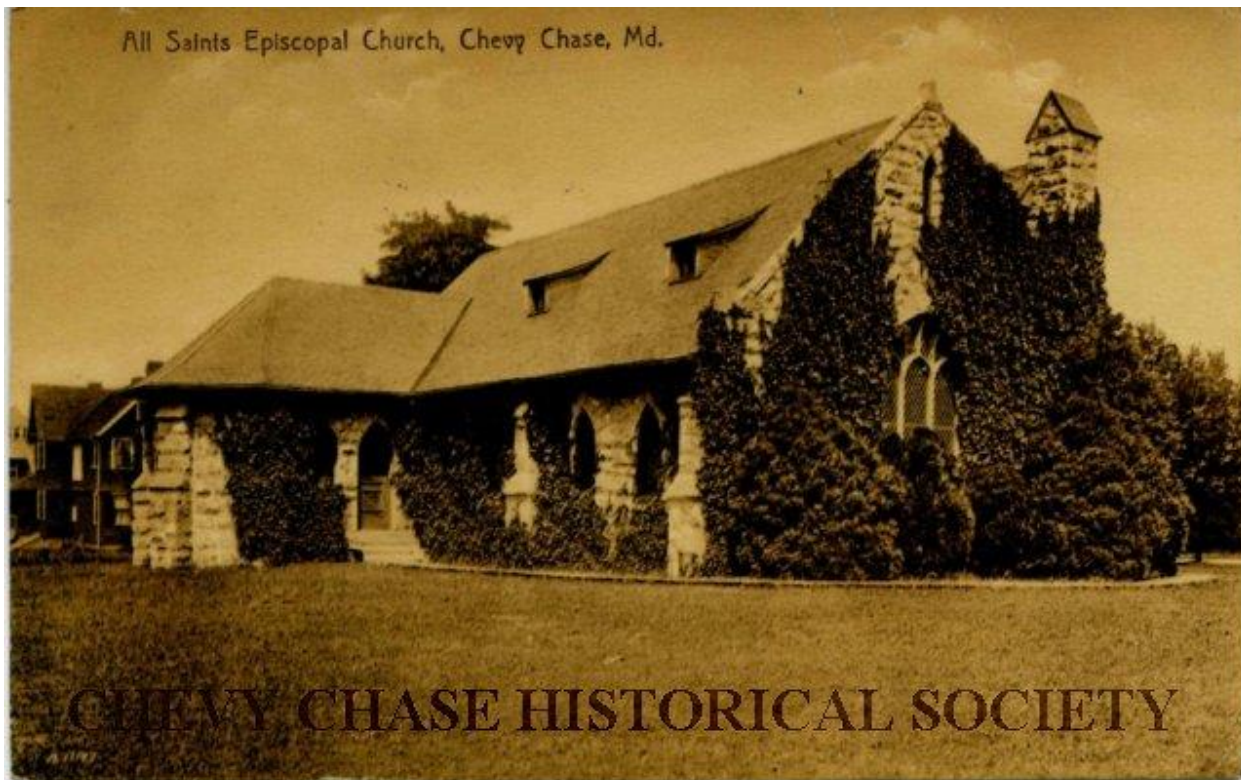


Figure 2: Postcard showing the original section of the Church (1913, Courtesy of the Chevy Chase Historical Society)

The Church was completed in 1901, and numerous additions were added throughout the twentieth century. The additions are as follows:

- In 1914, the church added a section known as Guild Hall/Kingman Chapel to the south of the church.
- In 1924, Guild Hall/Kingman Chapel was moved and renamed the Kingman Annex.
- In 1926, church constructed an addition to the west side of the church, designed by architect Delos H. Smith.
- In 1936, the church constructed an annex to the west of the Kingman Annex.
- In 1950, the church constructed a parish house, chapel, church offices, Sunday school, the north and south transepts of the sanctuary, and the tower. The addition was designed by William N. Denton.
- In 1998, the HPC approved the demolition of Guild Hall/Kingman Chapel and the 1936 Annex and the construction of a large addition to the west of the church.¹

¹ See HAWP documentation for approved addition here:
https://mcatlas.org/tiles/06_HistoricPreservation_PhotoArchives/Padlock/HAR60640009/Box074/35-13-98P_Chevy%20Chase%20Historic%20District_3%20Chevy%20Chase%20Circle_06-12-1998.pdf.

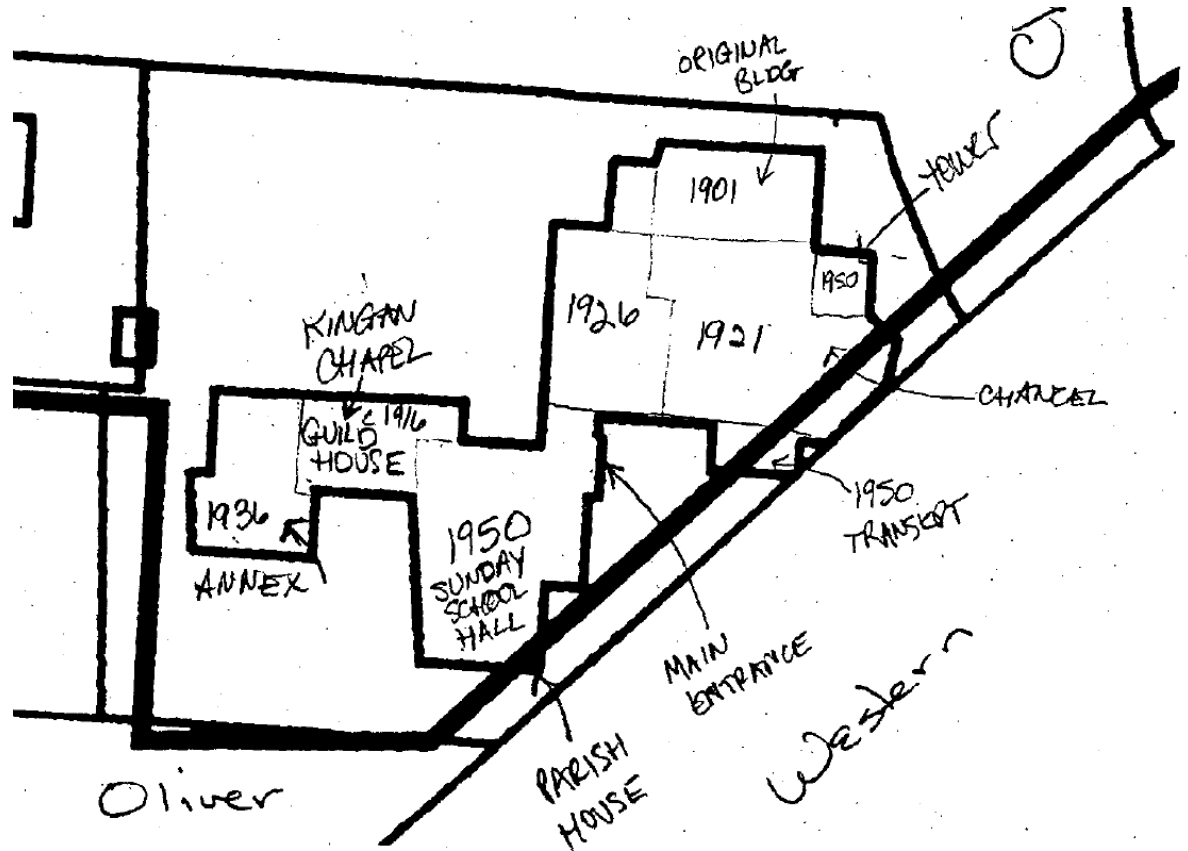


Figure 3: Plan outline of church additions in 1998 (Montgomery County Planning Staff, 1998).

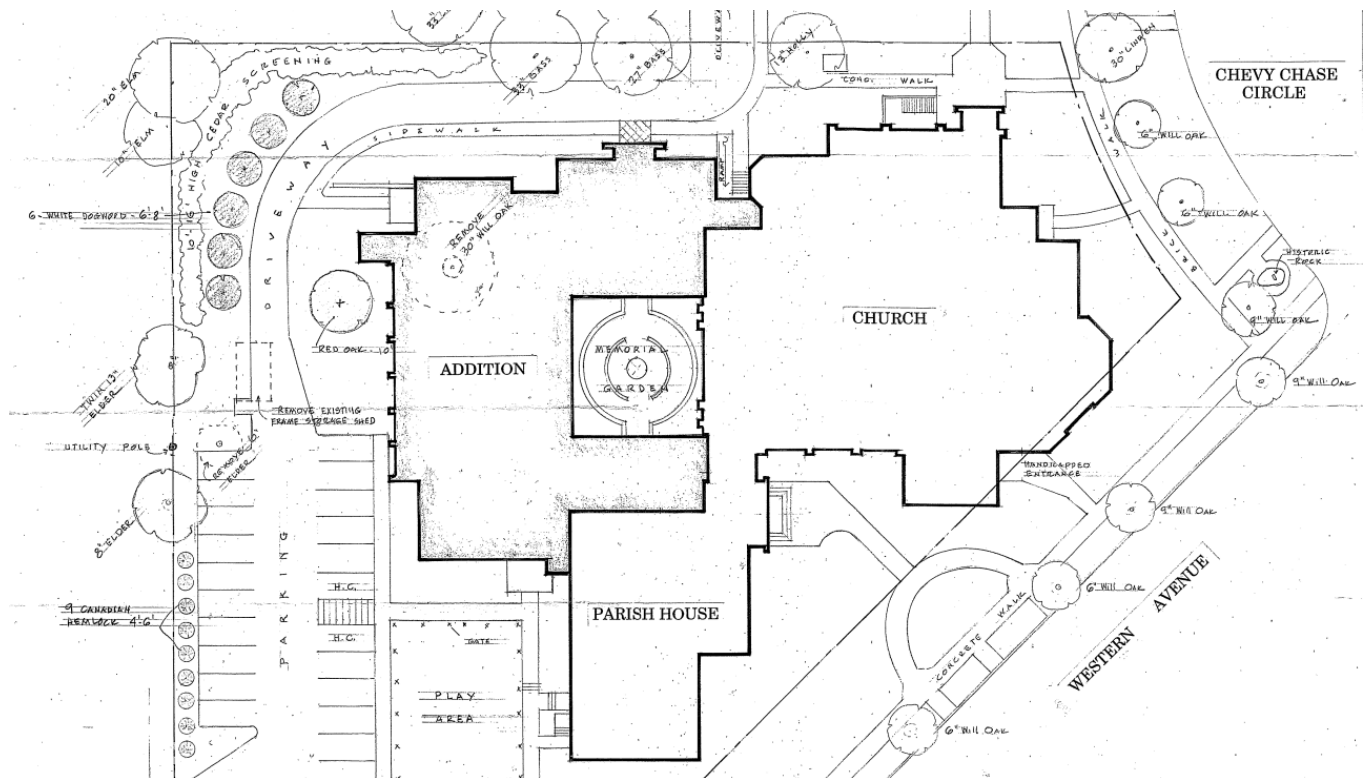


Figure 4: Approved Plan for Church Addition (1998).



Figure 5: Aerial view of the church and its additions.

PROPOSAL

The applicants propose to replace ninety-four (94) windows on the subject property.

Thirty-two (32) of the proposed replacement windows are located on addition to the church constructed in 1999. The applicants are proposing to retain the existing frames and install new aluminum-clad wood double-hung window sash kits (Trimline SKC150) with simulated divided lites.

Sixty-two (62) of the proposed replacement windows are located on an addition to the church constructed in 1950. The applicant proposes to remove the existing steel casement windows, including the frames, and install new aluminum-clad casement windows (Weathershield Premium series) with 7/8" wide Simulated Divided lites.

The applicants had initially proposed to remove four (4) windows from the 1926 portion of the church, but have removed this scope from the proposal.

APPLICABLE GUIDELINES

When reviewing alterations and new construction within the Chevy Chase Village Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the historic preservation review guidelines in the approved and adopted amendment for the Chevy Chase Village Historic District (*Guidelines*), *Montgomery County Code Chapter 24A (Chapter 24A)*, and the *Secretary of the Interior's Standards for Rehabilitation (Standards)*. The pertinent information in these four documents is outlined below.

Chevy Chase Village Historic District Guidelines

The *Guidelines* state five basic policies that should be adhered to, including:

1. Preserving the integrity of the Chevy Chase Village Historic District. Any alterations should, at a minimum, perpetuate the ability to perceive the sense of time and place portrayed by the district.
2. Preserving the integrity of contributing structures. Alterations should be designed in such a way that the altered structure still contributes to the district.
3. Maintaining the variety of architectural styles and the tradition of architectural excellence.
4. Design review emphasis should be restricted to changes that will be visible from the front or side public right-of-way, or that would be visible in the absence of vegetation or landscaping.
5. Alterations to the portion of a property that are not visible from the public-right-of-way should be subject to a very lenient review. Most changes to the rear of the properties should be approved as a matter of course.

The *Guidelines* break down specific projects into three levels of review - Lenient, Moderate and Strict Scrutiny for Outstanding and Contributing Resources.

The following principles should apply to HAWP applications for exterior alterations, changes, and/or additions to both types of resources, except where specific differences are stated for outstanding resources. These principles use the term "lenient scrutiny," "moderate scrutiny" and "strict scrutiny." These terms are defined as follows:

“Lenient Scrutiny” means that the emphasis of the review should be on issues of general massing and scale, and compatibility with the surrounding streetscape, and should allow for a very liberal interpretation of preservation rules. Most changes should be permitted unless there are major problems with massing, scale or compatibility.

“Moderate Scrutiny” involves a higher standard of review than “lenient scrutiny.” Besides issues of massing, scale and compatibility, preserving the integrity of the resource is taken into account. Alterations should be designed so that the altered structure still contributes to the district. Use of compatible new materials, rather than the original building materials, should be permitted. Planned changes should be compatible with the structure’s existing design, but should not be required to replicate its architectural style.

“Strict Scrutiny” means that the planned changes should be reviewed to insure that the integrity of the significant exterior architectural or landscaping features and details is not compromised. However, strict scrutiny should not be “strict in theory but fatal in fact” i.e. it does not mean that there can be no changes but simply that the proposed changes should be reviewed with extra care.

- ***Windows*** (including window replacement) should be subject to moderate scrutiny if they are visible from the public right-of-way, lenient scrutiny if they are not. For outstanding resources, they should be subject to strict scrutiny. Addition of compatible exterior storm windows should be encouraged, whether visible from the public right-of-way or not. Vinyl and aluminum windows (other than storm windows/vs) should be discouraged. Addition of security bars should be subject to lenient scrutiny, whether visible from the public right-of-way or not.

Montgomery County Code; Chapter 24A-8

- (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;

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, spaces, 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 proportion, and massing to protect the integrity of the property and its environment.

STAFF DISCUSSION

Staff conceptually supports the proposed project and recommends approval with conditions to confirm final details and installation.

Per the *Guidelines*, the review of alterations to the exterior of an Outstanding Resource requires strict scrutiny “to ensure that the integrity of the significant exterior architectural or landscaping features and details is not compromised.” Design review should emphasize alterations that are visible from the right-of-way, and Staff finds that many of the proposed window alterations are located along high-visibility elevations.

Staff supports the removal of the existing windows, finding that they are not historic. Per the *Standards*, their removal will not damage distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property. Both the 1999 sash windows and the 1950 steel casement windows shows signs of deterioration.

Staff also generally supports the replacement windows, finding them to be compatible with the overall character of the resource. The proposed window replacements will be located on non-historic additions constructed outside of the district’s period of significance (1892-1930) and should be reviewed for compatibility with the resource and the district, rather than strict fidelity to the existing design. Staff finds that the proposed aluminum-clad wood material is appropriate for use on a non-historic building addition, per *Standard 9* and Chapter 24A-8(b)(2).

Windows on the 1999 Addition

The proposed Trimline aluminum-clad sash kits will be located on the south and west elevations of the 1999 addition (*Figure 6*). The windows on the south elevation are visible from the right-of-way along Oliver Street.



Figure 6: View of existing south elevation of the 1999 addition (left) and the plan showing the location of proposed windows highlighted in right (right).

Staff finds that the proposed windows share a similar material and profile to the existing units and their installation will have little impact on the resource (Figure 7). The proposed dimensions of the standard sash and rails, and the proposed simulated divided lites, are compatible with the resource. The applicants have not submitted complete specifications for these windows and must submit specifications or order forms confirming that the proposed windows will be 6/6 double hung clad windows sized appropriately to fit within the existing openings and frames.



SKC150

Aluminum Clad-Wood • Eclipse Premium Sash Replacement Kit • Jambliners Only

PRODUCT SPECIFICATIONS

FRAME

- Concealed jambliners are pre-loaded with block and tackle balances and are cut to the sill angle specified (0, 4, 7, 10 or 14 degrees).
- Foam backed jambliners are reinforced with an extruded aluminum channel and are pre-drilled for installation screws and jamb adjuster.
- Two weatherstripped wood stops are provided, matching the interior finish of the sash.

SASH

- Exterior surfaces are covered with .019" thick roll-formed aluminum cladding.
- Sash parts are of kiln dried ponderosa pine, treated with a water repellent preservative to protect from rot and insects. Also available in sapele, oak and cherry.
- Sash joints are tenoned, glued and nailed from the interior.
- Silicone glazed from the interior for a positive water tight seal.
- Overall finish sash thickness: 1 7/8".
- Sash profile widths are: top rail (2 5/8" (standard); optional 1 3/4" available), stiles (1 3/4" (standard); optional 2 5/8" available), check rails (1 1/2"), bottom rail (3 1/4" (standard); optional 2 5/8" and 4" available.)

EXTERIOR FINISH

Figure 7: Existing aluminum-clad windows (left) and specifications for proposed aluminum-clad Trimline sash kit (right).

Windows on the 1950 Addition

The proposed full-frame aluminum-clad window replacement will be located on the east, south, and west elevation of the 1950s Parish House, and on the 1950s tower (Figure 8). All proposed windows will be visible from the right-of-way along Western Avenue, Oliver Street, and Chevy Chase Circle.

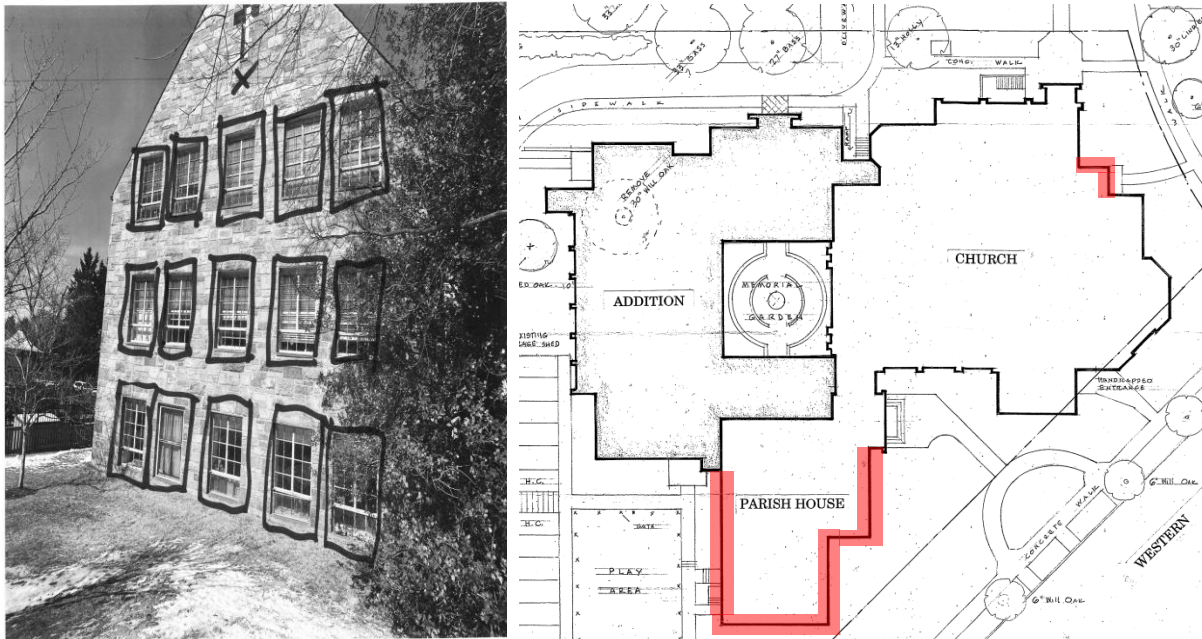


Figure 8: South elevation of the Parish house (left) and the plan showing the location of proposed windows highlighted in red (right).

The proposed aluminum-clad casement windows differ from the existing steel casement windows in both texture and profile; however, Staff finds them to be compatible with the resource. Steel windows are difficult to source, and Staff finds that it would be unreasonable to make the applicant install new steel windows on a non-historic addition. The HPC has consistently found that appropriately detailed aluminum-clad windows are compatible replacements for non-historic addition in Chevy Chase Village. The new windows match the old in overall size and appearance and will be installed to closely match the inset depth of the existing windows. The HPC does not typically regulate color, however, Staff notes that the windows may be less conspicuous in a dark color, and recommends that the applicant consider a darker option for these windows.

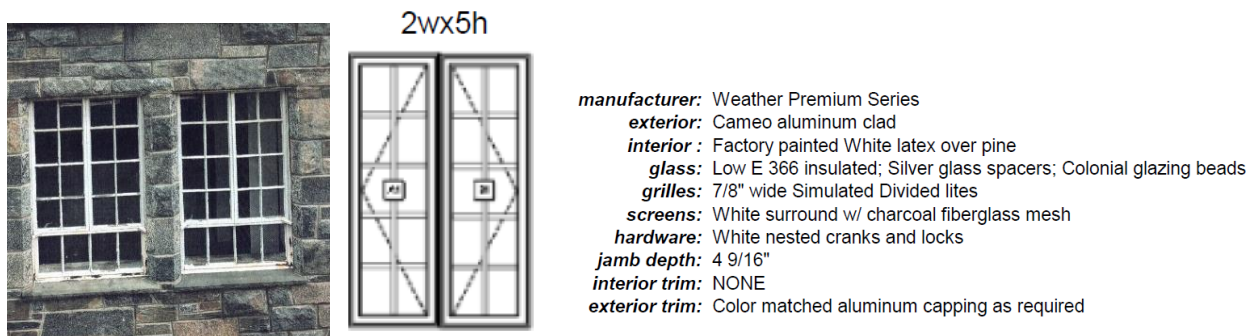


Figure 9: Existing steel windows on the tower (left); and proposed clad casement windows specifications (right).

Staff notes that the specifications indicate the presence of “aluminum capping as required.” Staff finds that excessive aluminum capping may have a negative impact on the appearance and compatibility of the windows, and that the applicant must submit updated installation drawings to show the extent of the aluminum capping for Staff to review. Aluminum capping should be minimal to minimize the visual impact from the right-of-way.

STAFF RECOMMENDATION

Staff recommends that the HPC **approve with two (2) conditions** the HAWP application, with final

approval authority delegated to staff:

1. The applicant will submit final window specification to Staff to confirm window details.
2. The applicant will submit updated installation drawings showing the extent of the aluminum capping.

under the Criteria for Issuance in Chapter 24A-8(b)(1), (2), and the *Chevy Chase Village Historic District Guidelines*, having found that the proposal, as modified by the condition, 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, 6, and 9;

and with the general condition that the applicant shall present an electronic set of drawings, if applicable, to 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 HPC 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 301-495-2167 or devon.murtha@montgomeryplanning.org to schedule a follow-up site visit.

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

The property is made up of the main church building and the additional connected church building that was added in 1999.

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

We would like to replace the old tan metal casement windows with new tan metal casement windows (work item #1). On the building built in 1999 we would like to replace the 26-year-old brown metal windows with new brown metal windows (work item #2).

Work Item 1: Tan Metal Windows

Description of Current Condition:

Tan metal casement windows that are single pane, allow heat and cold to transfer into the building along with rainwater into the building in many places.

Proposed Work:

Replace the tan metal windows with tan metal windows that are double pane which shield the spaces from heat and cold transferring into the building and don't leak water into the rooms and church offices.

Work Item 2: Brown Metal Windows

Description of Current Condition:

Brown metal double hung double pane windows are found in the 1999 addition.

Proposed Work:

Replace the 26 years old brown metal double hung double pane windows with new brown metal double hung double pane windows.

Work Item 3: n/a

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	*	*	*	*	*		*

3 Chevy Chase Circle HAWP Narrative

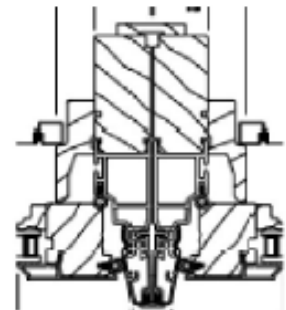
This proposal is for the replacement of 98 windows at 3 Chevy Chase Circle. These window replacements are generally located on two non-historic building additions, construction in the 1950s and 1990s. Three (3) windows are located on an historic portion of the church, constructed in 1926. These will not be touched at this time. Another submittal will be made at a later date.

1. 36 of windows will be replaced on the 1990s additions. These windows are being replaced due to air leaks and worn-out hardware after 26 years and they are no longer efficient. The existing windows are 6/6 double-hung sash aluminum-clad wood windows. The existing window frames will remain, and new double-hung aluminum-clad wood sash kits made by Trimline will be installed into the existing frames. We are taking out the request for the hallway windows marked E and F. They will be submitted at a later date.



2. 62 of windows will be replaced in the 1950s additions. These windows are being replaced due to rust on metal, only single pane creates moisture in the interior, extreme cold and heat all seasons and some are simply open to the elements. The existing windows are steel casement windows. The new windows will be a full-frame replacement with new aluminum-clad wood casement windows. The Mullions are in the following attachments:

Proposed vertical mull detail, typ:



SITE PLAN

Maps

3 Chevy Chase Cir, Chev...

Directions My Places



**3 Chevy Chase Cir, Chevy Chase,
MD 20815**

Directions

United States, MD · Montgomery Co. · Chevy Chase Village
38.967115, -77.078294

At this address

- All Saints Church
- All Saints Thrift Shop
- All Saints Preschool

REPLACE
TAN METAL
WINDOWS

REPLACE
BROWN METAL
WINDOWS

ADJACENT
8 GRAFTON STREET
— CHEVY CHASE MD

ADJACENT
3903 OLIVER ST.
CHEVY CHASE MD.

5636
WESTERN AVE
CHEVY CHASE
MARYLAND





DEPARTMENT OF PERMITTING SERVICES

Marc Elrich
County Executive

Rabbiah Sabbakhan
Director

HISTORIC AREA WORK PERMIT APPLICATION

Application Date: 3/2/2026

Application No: 1150206
AP Type: HISTORIC
Customer No: 1547763

Affidavit Acknowledgement

The Contractor is the Primary applicant authorized by the property owner
This application does not violate any covenants and deed restrictions

Primary Applicant Information

Address 3 CHEVY CHASE CIR
Chevy Chase, MD 20815

Othercontact Joy (Primary)

Historic Area Work Permit Details

Work Type ALTER

Scope of Work Replacing old windows with new windows to a church in Chevy Chase.

NATMAD / All Saints Church - Nursery Phase

Typical exterior elevation:



Typical exterior window to stone set back (6 1/2", my apologies for the weak photography skills):



Typical interior elevation:



Quantities:

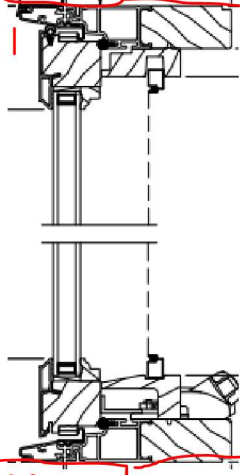
- (33) Mark Nursery A Make size 47 1/2" x 64", cut 2 wide x 5 high
- (12) Mark Nursery B Make size 47 1/2" x 63", cut 2 wide x 5 high
- (6) Mark Nursery C Make size 19 1/2 x 64, cut 2 wide x 5 high

Proposed vertical installation, typ:

Stone, typ. ←

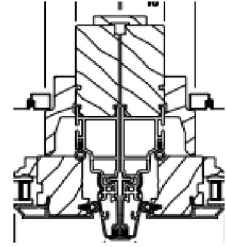


16"

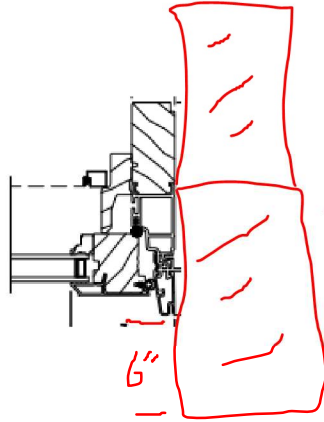


Slate sill, typ. ←

Proposed vertical mull detail, typ:

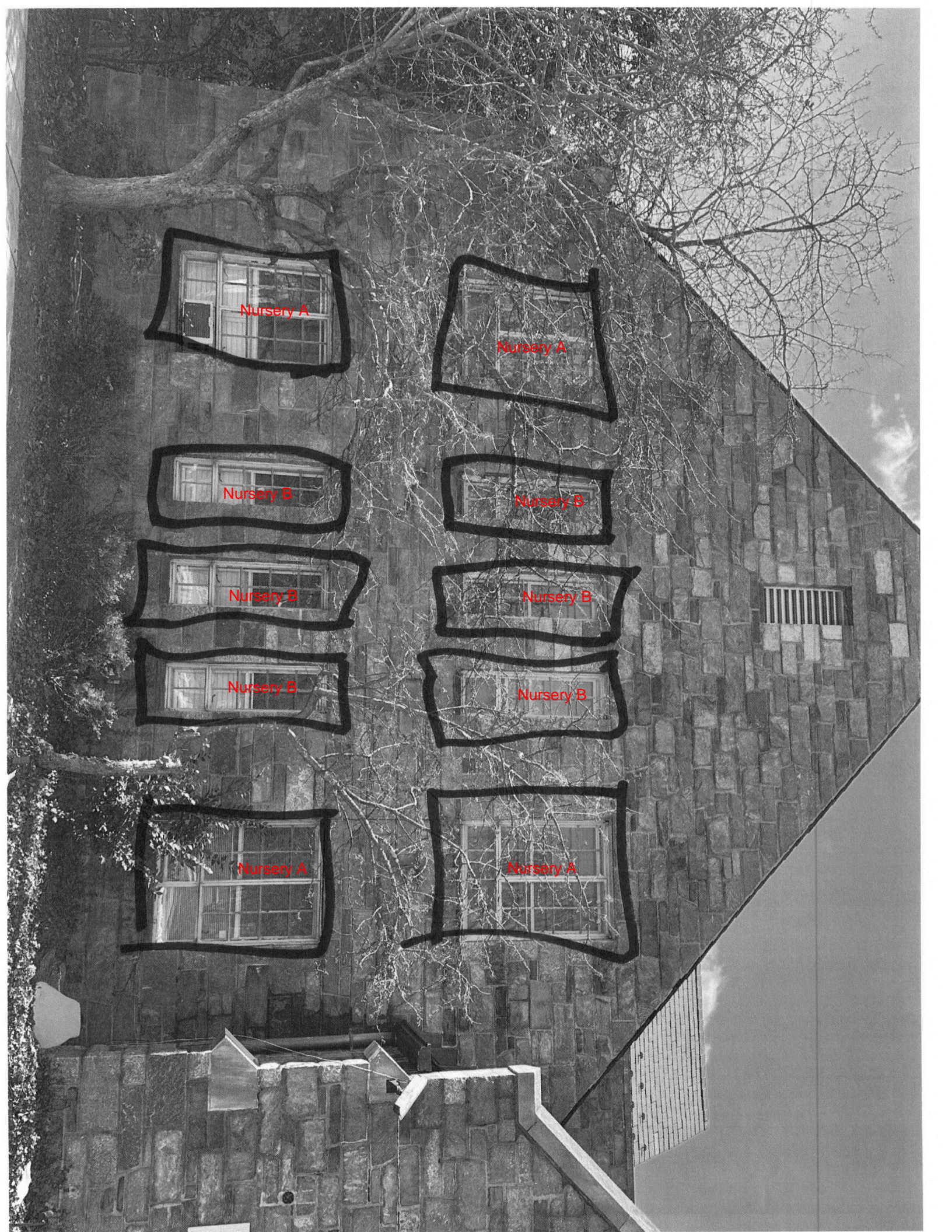


Proposed horizontal installation, typ:



← Stone

6"



Nursery A



Nursery A



Nursery B



Nursery B



Nursery B



Nursery B



Nursery B



Nursery B

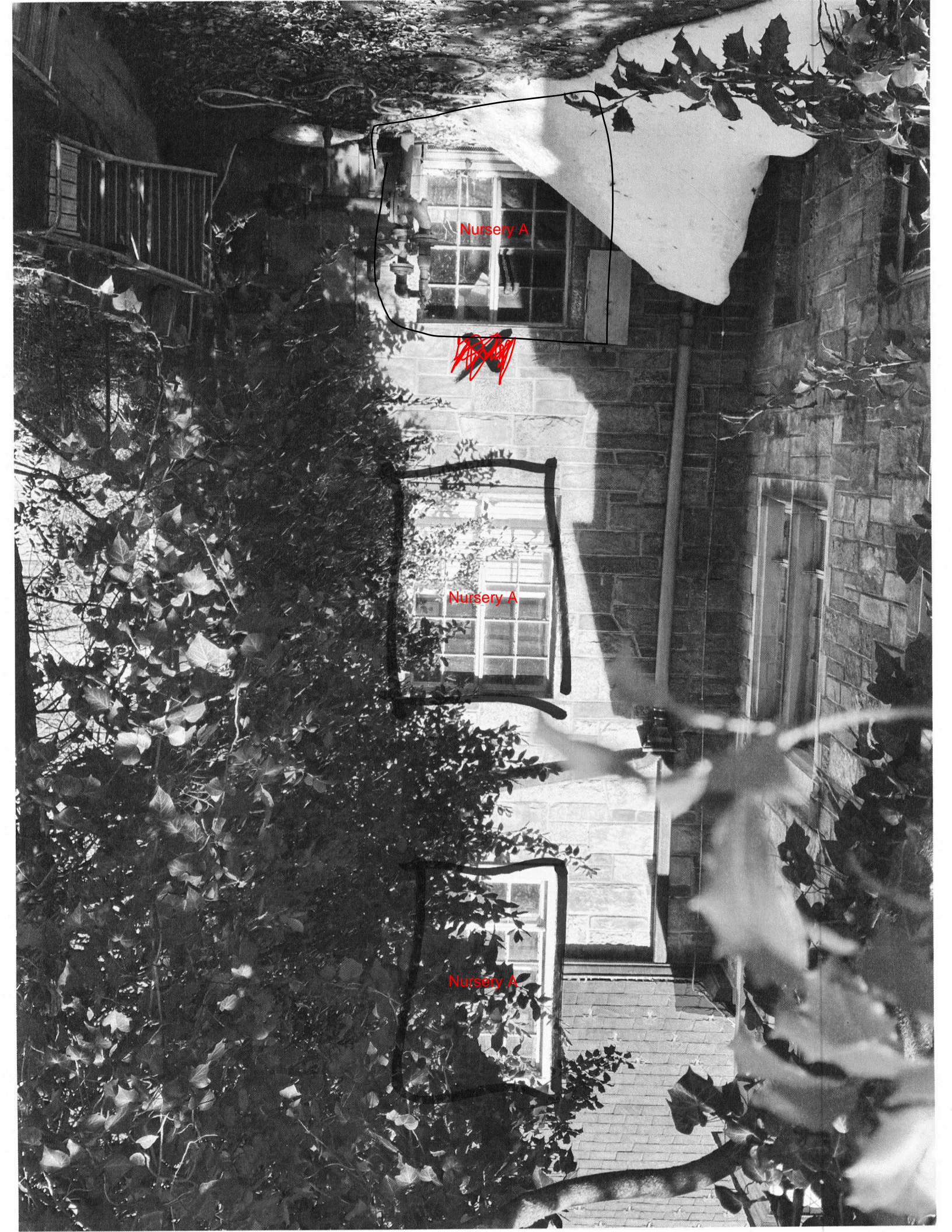


Nursery A



Nursery A





Nursery A

Nursery A

Nursery A



Nursery B

Nursery B

Nursery B

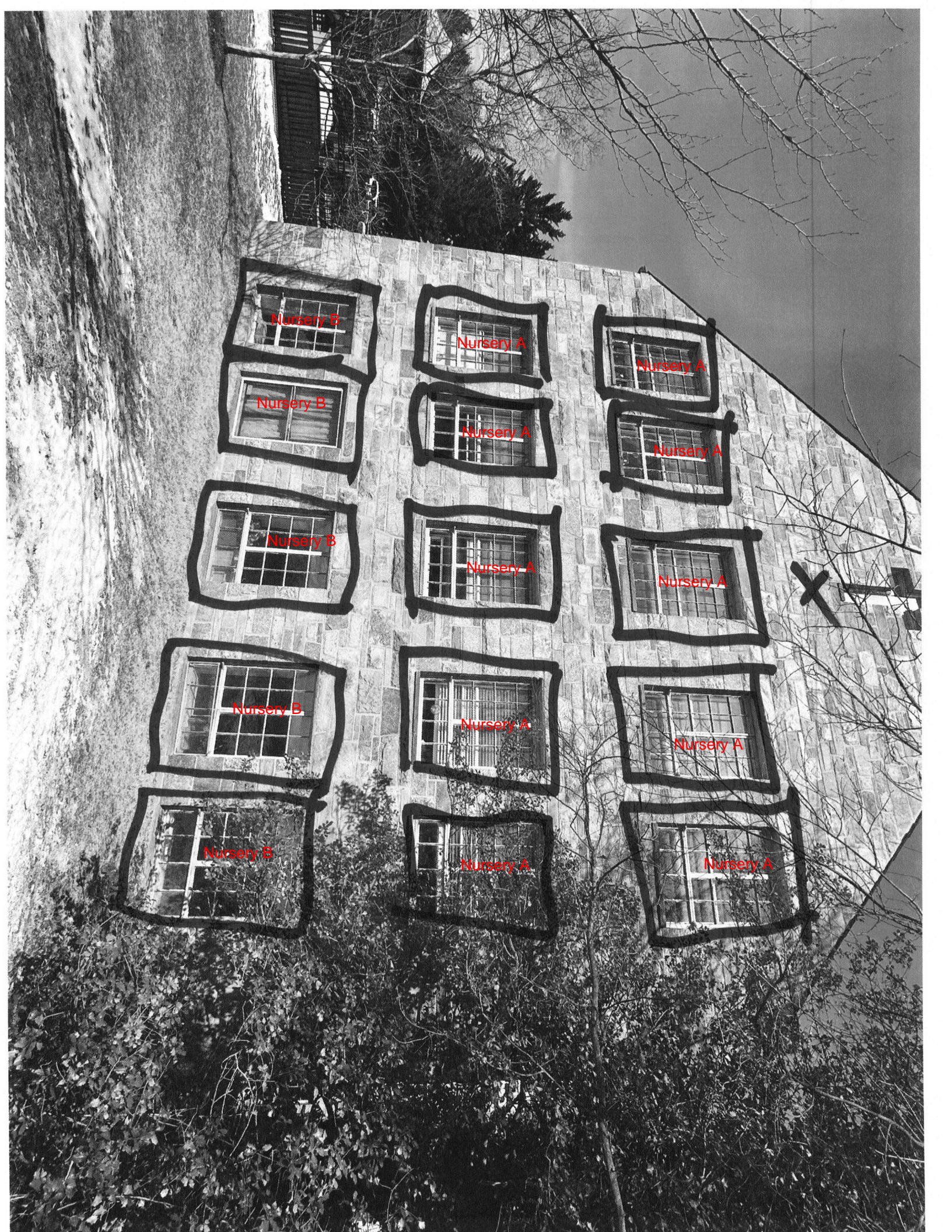
Nursery A

Nursery A

Nursery A

Nursery A

Nursery A



Nursery B

Nursery A

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Nursery A

Nursery B

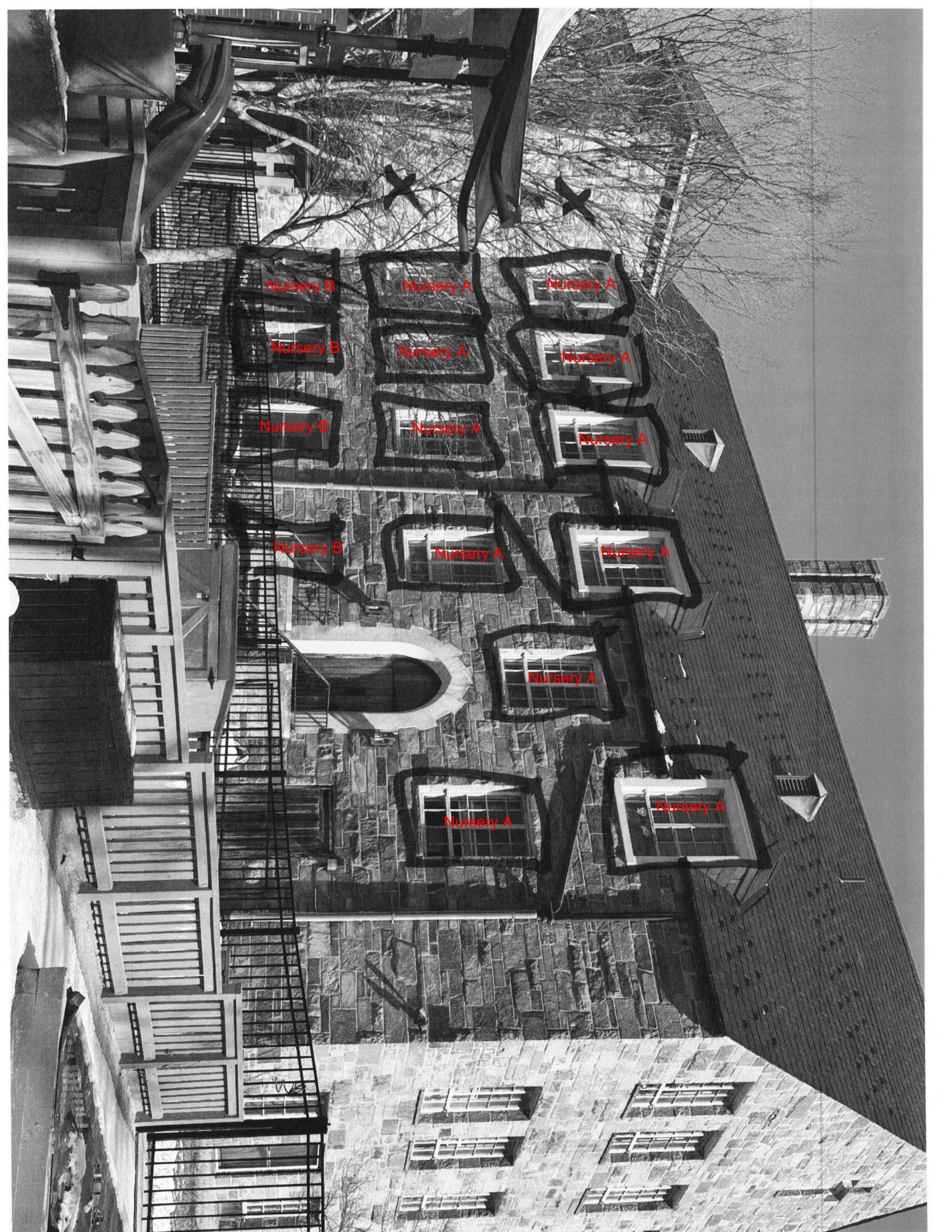
Nursery A

Nursery A

Nursery B

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Nursery A



Nursery B

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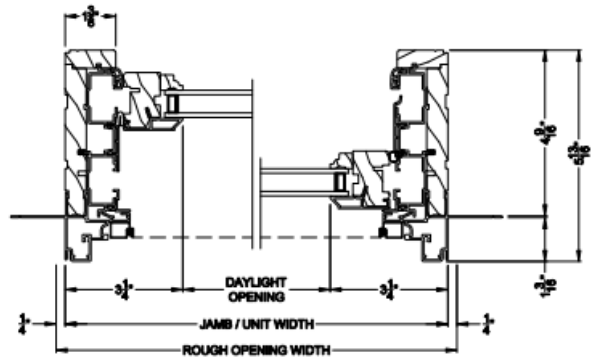
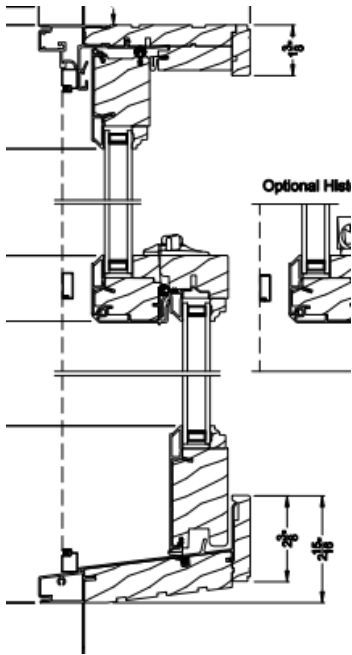
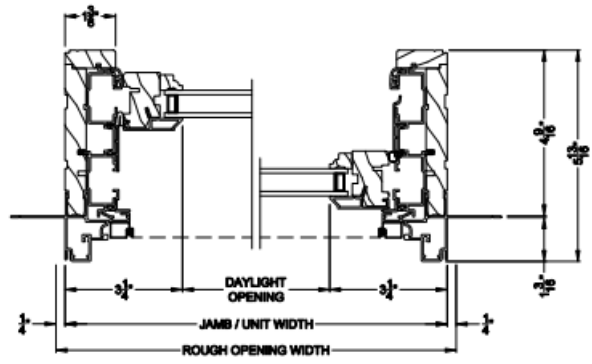
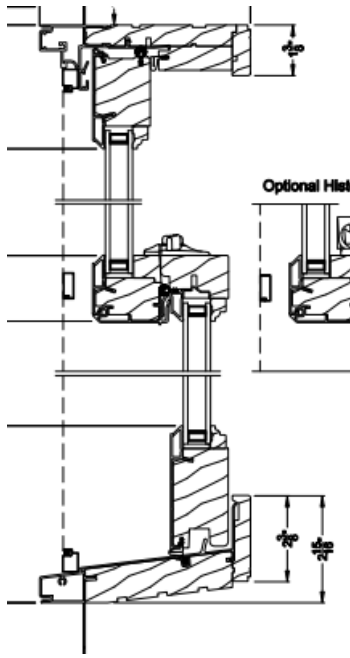
Nursery A

Nursery A

Nursery A

Nursery A

W/S



NATMAD / All Saints Church - Tower Phase

Typical exterior elevation:



Typical exterior window to stone set back (6 1/2", my apologies for the weak photography skills):



Typical interior elevation:



Typical interior elevation:



Quantities:

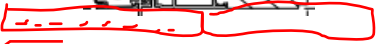
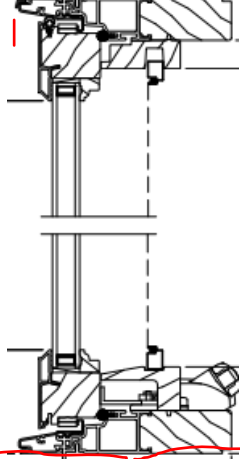
- (10) Mark Tower A Make size 40" x 64", cut 2 wide x 5 high
- (1) Mark Tower B Make size 40" x 47 3/4, cut 2 wide x 4 high

Proposed vertical installation, typ:

Stone, typ. ←

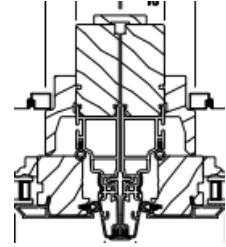


16"



Slate sill, typ. ←

Proposed vertical mull detail, typ:

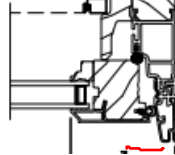


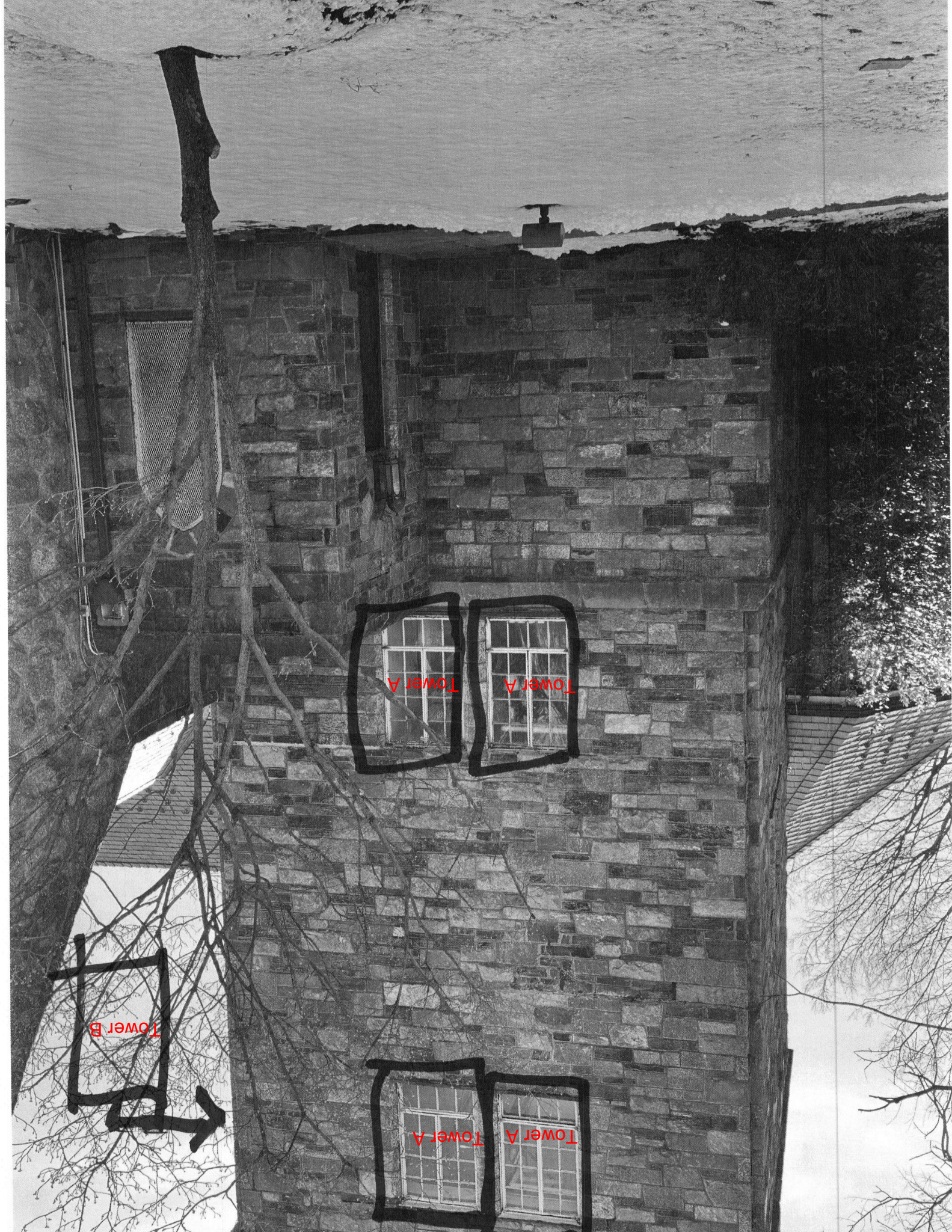
Proposed horizontal installation, typ:



← Stone

6"





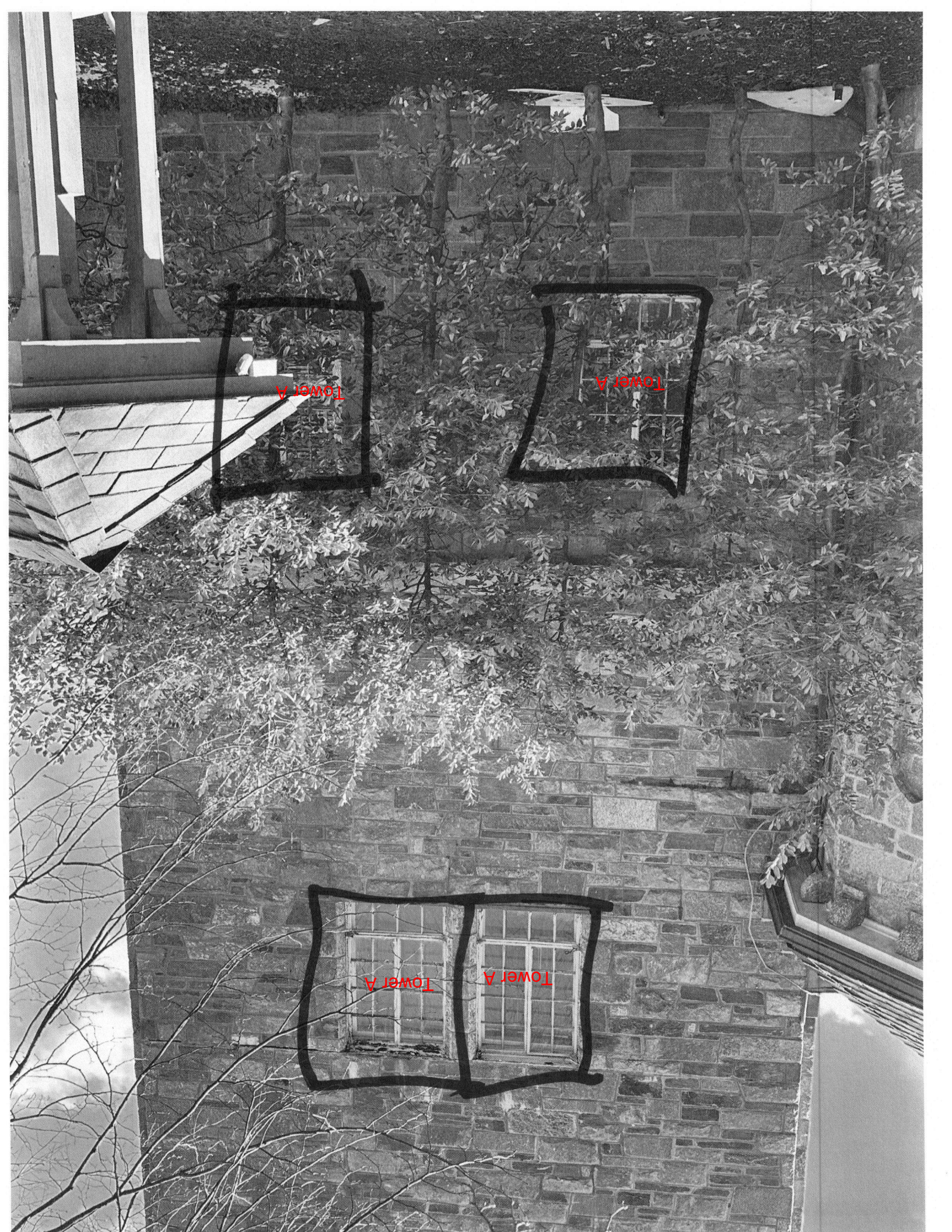
Tower A

Tower A

Tower B

Tower A

Tower A

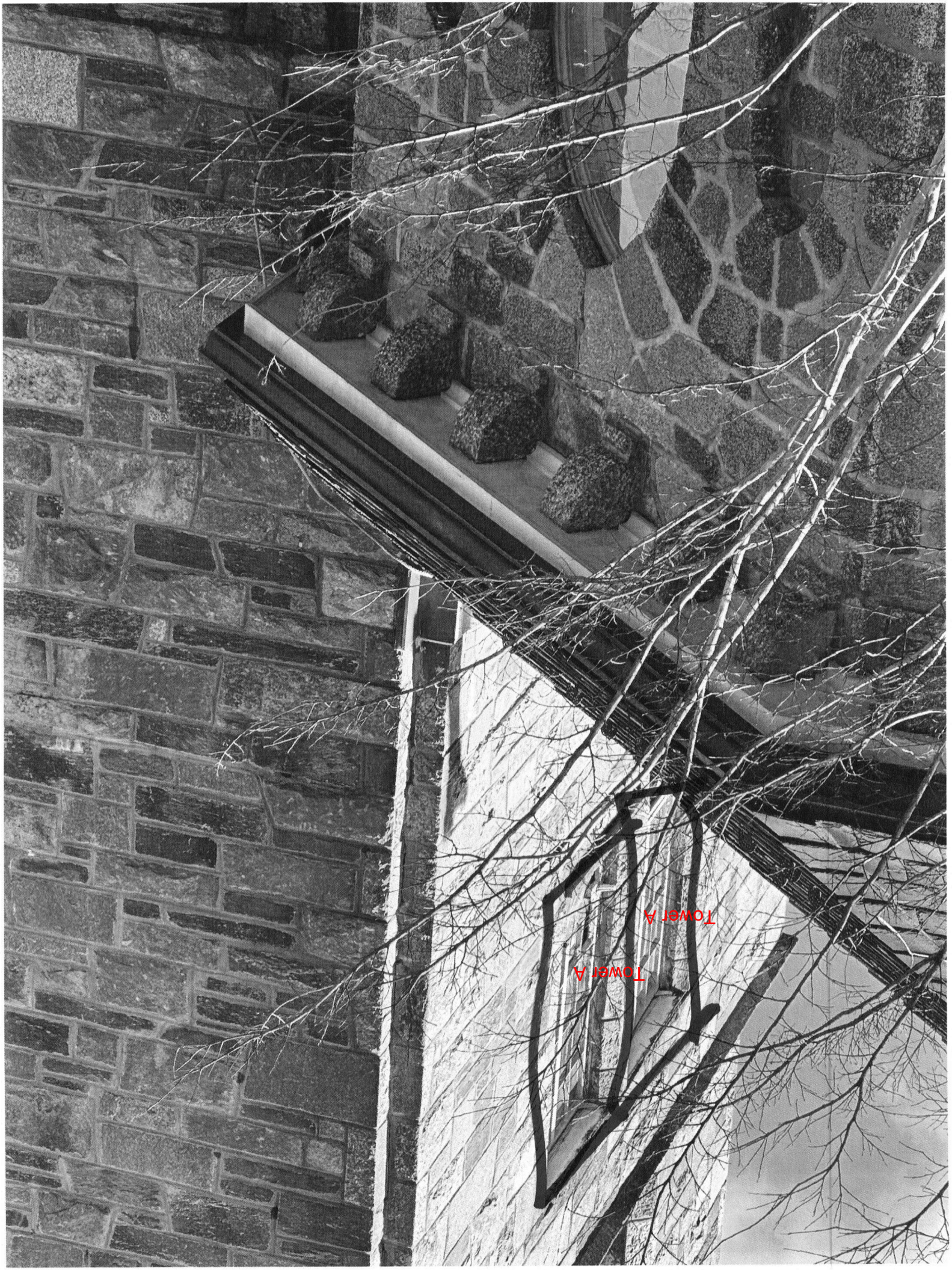


Tower A

Tower A

Tower A

Tower A



TOWER A

TOWER A

2-16-2026

Project Submittals Prepared For:

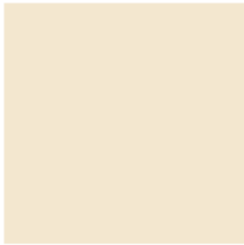
NATMAD, LLC

Project Name:

All Saints Church – **Tower**

1. General contract including materials sizing, specifications and scope of work attached. Specifics details highlight below

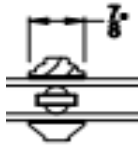
2. Exterior aluminum clad color: Cameo by Weather Shield Mfg:



CAMEO

3. Head and sill general details:

4. Simulated Divided lite muntin bars, 7/8" putty profile exterior, colonial profile interior:



Distributed by: Quality Window and Door, Inc., Mike Hudson, Sales Rep



February 16, 2026
Richard Joy
NATMAD, LLC
8015 Glendale Rd.
Chevy Chase Village, MD 20815
703-298-3350
richard@richardjoy.com

MHIC License #50355
VA Class A License #2705042074A
DCHIC License #39707717

SALES & INSTALLATION AGREEMENT

Quality Window & Door, Inc. the "Contractor" and "the Owner" hereby agree to the following terms and conditions for the improvements located at: 3 Chevy Chase Circle, Chevy Chase, MD 20815

THE WORK

The work to be performed by the contractor including a list of specified materials described below:

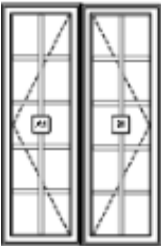
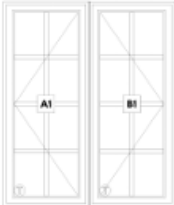
Remove existing windows and prepare each opening to receive the new units. Dry set each window in place and shim units plumb and square. Secure the units in place and insulate between the new window frames and the existing openings. Apply aluminum transitional capping to exterior and caulk as required for an air and water tight installation. Caulk the interiors as required. Clean all work areas and haul away and properly dispose of all job related debris, including the old windows.

NATMAD, LLC to have a carpenter on site at all times to deal with potential issues outside the scope of work as described. Quality Window and Door will not supply or install any interior trim. Quality Window & Door is not responsible for the current condition of the interior plaster or patching/repair after installation

GENERAL SPECIFICATIONS: *WINDOWS, PATIO DOORS*

- manufacturer:** Weather Premium Series
- exterior:** Cameo aluminum clad
- interior :** Factory painted White latex over pine
- glass:** Low E 366 insulated; Silver glass spacers; Colonial glazing beads
- grilles:** 7/8" wide Simulated Divided lites
- screens:** White surround w/ charcoal fiberglass mesh
- hardware:** White nested cranks and locks
- jamb depth:** 4 9/16"
- interior trim:** NONE
- exterior trim:** Color matched aluminum capping as required

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location	qty	nominal size	unit description	lite cut
Tower	10	40" x 64"	2-wide casements, Left/Right	2wx5h 
Tower	1	40" x 47 3/4"	2-wide casements, Left/Right with tempered glass	2wx4h 

TOTAL UNITS 11

THE PRICE

The price the Owner agrees to pay the Contractor for the work is:

PAYMENT SCHEDULE

The owner agrees to pay the price for the work according to the following payment schedule:

Credit card payments subject to 3% processing fee.

All discounts have been applied to the prices above. This offer cannot be combined with any other offers or prior sales. This estimate is good for 30 days.

It is agreed that the owner may withhold a maximum of 5 percent of the contract price or an amount equal to agreed upon cost for punch list items that may remain after substantial completion.

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Substantial completion is the stage in the progress of the job where the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can utilize the Work for its intended use. Warranty claims or damaged products caused by the manufacturer are specifically excluded from substantial completion and are covered under the 5% retention. Back ordered or reordered items that cause delay in substantial completion will be removed from contract price and will be billed and paid for at the time of their installation.

Manufacturer and or contractor has the right to replace or repair defective product or components and correct and adjust operation after installation. This includes removal and reinstallation of product if deemed necessary by the manufacturer or contractor. Replacement of entire unit is at the sole discretion of the manufacturer. (see manufacturer's warranty)

MANUFACTURER'S WARRANTY: Should any manufacturer's products or components of products be determined by the manufacturer to contain defects in material or workmanship within the warranty period, the manufacturer will, at his option, repair the products or components at no charge, or provide replacement products or components at no charge, or refund the original purchase price containing the defective components. Decisions as to whether to repair, replace or refund shall be made by the manufacturer in its sole discretion. Replacements will be the closest equivalent current product and may not match the original exactly.

TIME OF PERFORMANCE: The estimated date of commencement of the work is 8-10 weeks from the date of receipt of this contract and deposit. The estimated time of completion is 2-4 day(s). These dates reflect the Contractors best estimate and assume normal job site and weather conditions, the availability of materials, the prompt cooperation of the owner, and free access to all work areas. The contractor is not responsible for conditions beyond its control; resulting delays shall not constitute abandonment of work. The Contractor shall not, under any circumstances be liable to the owner for damages due to delays or inconvenience.

CHANGES TO THE SCOPE OF WORK: Alterations or deviations from the above scope of work involving extra costs will be executed by written change order and will become an extra charge over and above the contract price. All changes are payable upon acceptance. All products provided by Quality Window & Door, Inc. are made to order and therefore are non-cancelable.

UNFORESEEN CONDITIONS: All hidden, concealed, or unforeseen conditions that must be repaired, replaced or overcome that result in an increase in cost to the original scope of work shall result in a change order to the work.

CONTRACTOR RESPONSIBILITIES: unless otherwise specified, all materials shall be new and free of defects and of good quality as determined by industry standards. All work will be carried on in an orderly manner, and skilled workmen will be employed throughout the course of the job. All material and workmanship will be equal or better to the materials and workmanship in the existing structure. Contractors standards are based on the National Association of Home Builder's Quality Standards for the Professional Remodeler. All work will be covered by applicable Workers Compensation Insurance. Upon completion of the work the contractor will remove all trash and material related to the work. The Contractor guarantees installation labor for two years. Material is guaranteed by the manufacturer and as specified in their written warranty.

OWNER RESPONSIBILITIES: The owner represents to the Contractor the improvements in the work are not in violation of any covenant, rule, regulation, restriction, or ordinance under local governmental law or property owner's association. The owner will be responsible for any permits if required. The owner shall be responsible for maintaining a policy of insurance with risk coverage for the property of the owner and the work including coverage for theft, vandalism and malicious mischief.

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MISCELLANEOUS PROVISIONS: In the event that the owner fails to make a scheduled payment when due, the Contractor shall have the right to suspend performance. If the Contractor shall default in its obligation by failing or neglecting to perform the work after receiving written notice from the owner, The owner may give the contractor ten days written notice of their intent to terminate the contract. If the Contractor does not take remedial action within this ten day period then the owner may terminate the contract. In the event that this contract is performed in Virginia then the owner acknowledges that they have read the Va. Dept. of Commerce statement of protections available through the Board of Contractors. In the event that this contract is performed in Maryland, notice is given that each contractor must be licensed by the MD Home Improvement Commission.

EXCLUSIONS: Unless otherwise specified the following items are specifically excluded from this agreement: building permit; drywall, plaster, masonry, or stucco repairs; interior caulking; paint preparation, sanding; filling of nail holes; painting; alarm disconnection or reinstallation; window treatment removal or reinstallation; air conditioner or security bar removal or reinstallation; interior or exterior shutter removal or reinstallation; removal of stickers; washing of windows or doors; electrical, plumbing; HVAC work; floor covering repairs of any kind; wall tile repairs of any kind. Lead abatement, mold remediation, or any hazardous material removal is specifically excluded from this contract.

PRE-FINISHED, PRIMED OR VINYL PRODUCT FINISHES: factory primed, painted, stained, or vinyl products may contain cosmetic imperfections or minor flaws in the wood, fiberglass, metal, composite or vinyl surface. This is not a defect in the product. If the finish does not meet manufacturer's specifications then at their discretion they may elect to provide on site repairs or touch up paint or finishing.

WINDOW TREATMENTS AND BLINDS: Unless otherwise specified Window treatments, blind removal or reinstallation are specifically excluded from this contract. window treatments or blinds that have not been removed prior to installation will be removed at the owner's expense at an additional charge of \$50 per item, per window. Quality Window & Door will take reasonable care but will not be liable for any damage that may occur when removing or reinstalling.

Breakables: We will take reasonable precautions to protect your property but will not be responsible for any breakables that are left in the work or access areas. Please remove them during construction.

CUSTOMER ACCEPTANCE

I have reviewed this document with a Quality Window & Door, Inc. salesperson and hereby certify that all information specified above is correct and accurately describes the materials and installation that I wish to order. By my signature I hereby release this material for production in accordance with this description.

I understand that no changes or cancellations may be made to this order after the date of acceptance.

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I agree to pay for all materials and installation pursuant to this agreement in accordance to the payment schedule. I agree to pay interest at a rate of 1 1/2% per month on any outstanding balance and all costs incurred in collection, including attorney's fees equal to 1/3 of any balance due.

X _____
customer signature

X _____
date

print name

customer signature

date

print name

Mike Hudsor

MHIC# n/a

authorized signature for Quality Window & Door, Inc.