

LANDMARKS COMMISSION APPLICATION

LC

Complete all sections of this application, making sure to note the requirements on the accompanying checklist (reverse).

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call (608) 266-4635

City of Madison
Planning Division
215 Martin Luther King Jr Blvd, Ste 017
PO Box 2985
Madison, WI 53701 2985
(608) 266-4635



1. LOCATION

Project Address: 505 S. Dickinson St. Aldermanic District: _____

2. PROJECT

Project Title/Description: Remove and replace (17) windows, like with like, no structural changes.

This is an application for: (check all that apply)

- Alteration/Addition to a building in a Local Historic District or Designated Landmark (specify)**:
 - Mansion Hill
 - Third Lake Ridge
 - First Settlement
 - University Heights
 - Marquette Bungalows
 - Landmark
- Land Division/Combination in a Local Historic District or to Designated Landmark Site (specify)**:
 - Mansion Hill
 - Third Lake Ridge
 - First Settlement
 - University Heights
 - Marquette Bungalows
 - Landmark
- Demolition
- Alteration/Addition to a building adjacent to a Designated Landmark
- Variance from the Historic Preservation Ordinance (Chapter 41)
- Landmark Nomination/Rescission of Historic District Nomination/Amendment (Please contact the Historic Preservation Planner for specific Submission Requirements.)
- Other (specify):

DEPT USE ONLY	Legistar #: 62823
	DATE STAMP RECEIVED 10/22/20 2:51 pm
	Preliminary Zoning Review Zoning Staff Initial: Date: / /

3. APPLICANT

Applicant's Name: Scott Doughman Company: Home Depot USA, Inc.
Address: 2455 Paces Ferry Rd Atlanta GA 30339
Street City State Zip
Telephone: 860-952-4112 Email: permits@gopermits.org
Property Owner (if not applicant): Benjamin Attschul
Address: 505 S. Dickinson St. Madison WI 53703
Street City State Zip
Property Owner's Signature: [Signature] Date: 3/19/20

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of \$10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (Sec. 2.40, MGO). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

4. APPLICATION SUBMISSION REQUIREMENTS (see checklist on reverse)

All applications must be filed by 12:00 pm on the submission date with the Preservation Planner, the Department of Planning & Community & Economic Development, Planning Division, located at 215 Martin Luther King Jr Blvd, Suite 017. Applications submitted after the submission date or incomplete applications will be postponed to the next scheduled filing time. Submission deadlines can be viewed here: <https://www.cityofmadison.com/dpced/planning/documents/2019-LCMeetingScheduleDates.pdf>



October 20, 2020

RE: Letter of Intent – Window Replacement

505 S. Dickinson St.
Madison, WI 53703
Third Lake Ridge Historic District

Dear Landmarks Commission,

This is a proposal for the replacement of all windows at 505 Dickinson St. in the Third Lake Historic District. Home Depot USA will be removing (17) white, wood windows (with non-operating aluminum storm windows) and replacing them with Simonton 6100 series vinyl windows in the color white. The replacement windows will closely match the existing windows and will be installed in the same openings. All existing brick mold will be wrapped in white aluminum coil.

The current windows are in need of replacement for safety and energy efficiency reasons. The following is an individual description of the state of each window which correlates to the number on the spec sheet and pictures provided.

#1: This window has deterioration from moisture and wear over the years. It does not open and close safely and the weight system is broken.

#2: This window does not open or close safely and the weight system is broken.

#3: This window does not meet energy efficiency standards (drafty).

#4: This window has deterioration on the interior and was previously painted shut. It does not open or close safely.

#5, 6, and 7: This window has deterioration of the frame on the interior. It does not open and close safely and the weight system is broken.

#8-17: These windows are on the second floor and all have been painted shut. As a result, the paint is chipping off of them. The frames are all deteriorating. They are unsafe to operate and are difficult to open and close. The weight systems are all broken.

Best Regards,

Home Depot USA, Inc.

505 S. Dickinson St. – Exterior Views of the Home

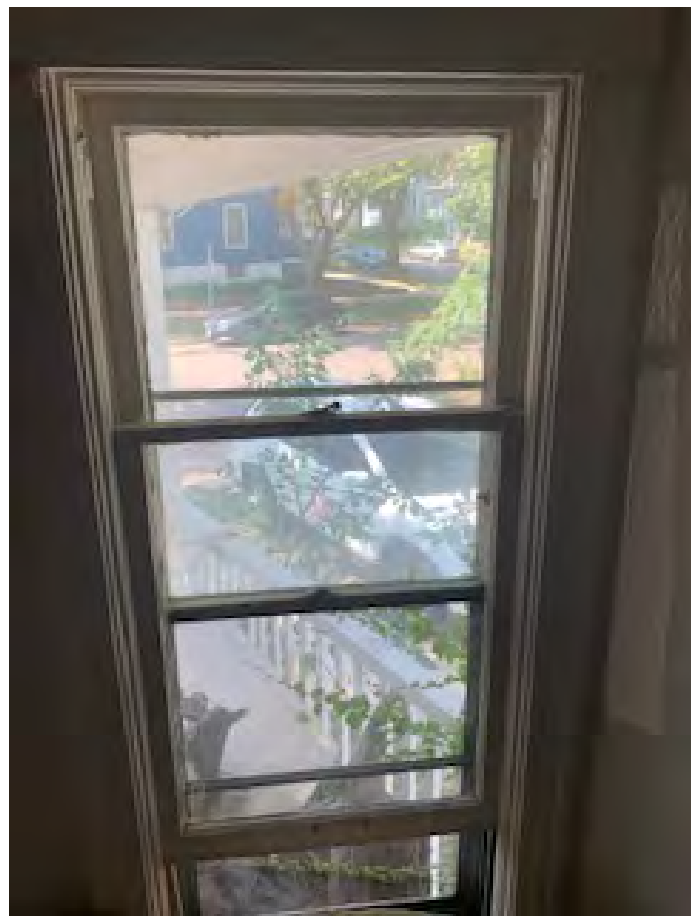






505 S. Dickinson St. - Window #1

Reason for Replacement: Visible rot, deterioration of window sashes, drafty.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 68.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

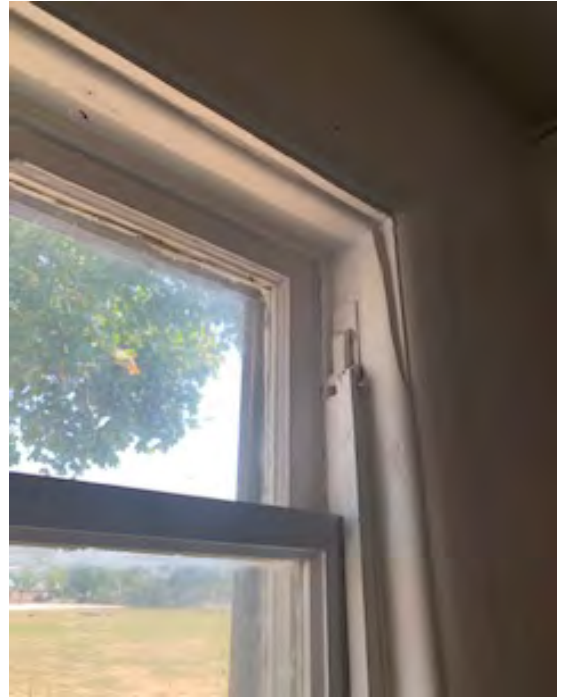
Overall: 27.5 x 69.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #2

Reason for Replacement: Damage to window parts, flaking lead paint, drafty.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 52.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

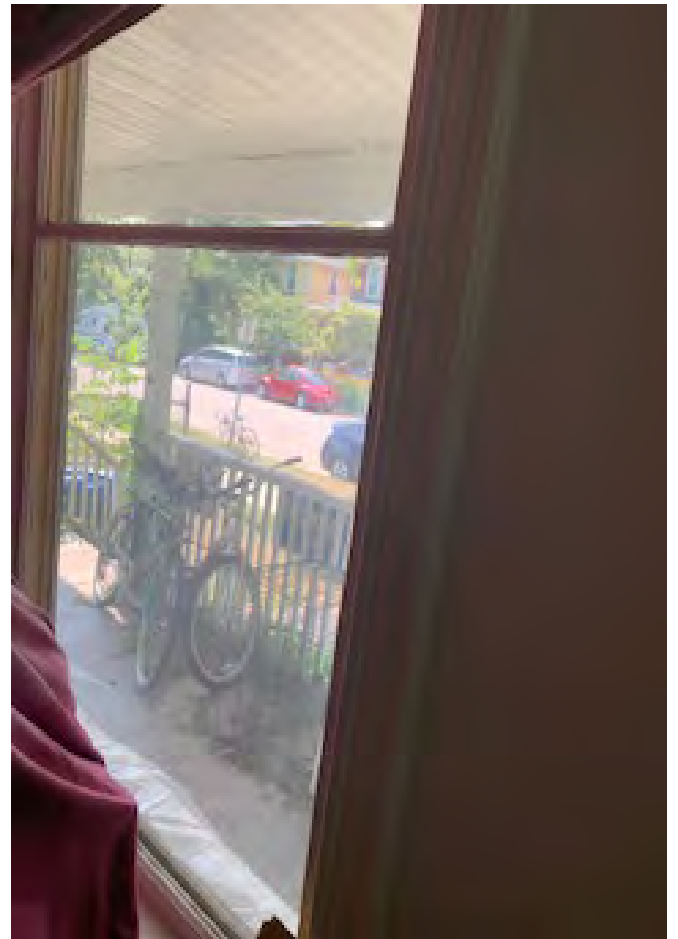
Overall: 27.5 x 53.5

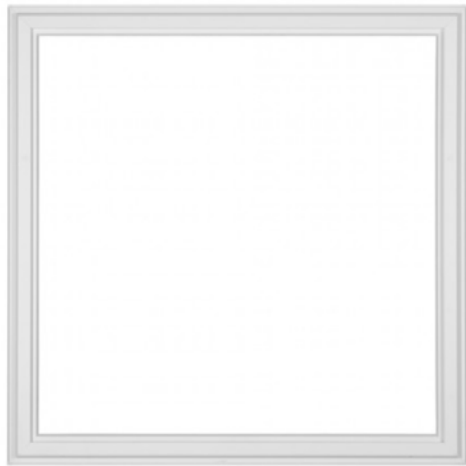
Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #3

Reason for Replacement: Flaking lead paint, water damage, and drafty.





Simonton 6100 Picture Window

Existing Window:

Overall: 45 x 68.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

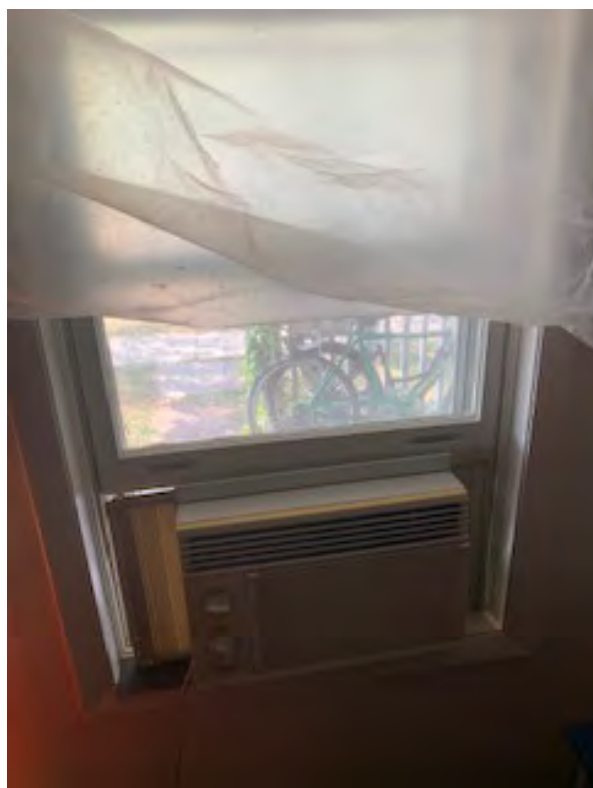
Overall: 45.75 x 69.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #4

Reason for Replacement: Drafty, window will not stay up on it's own.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 33 x 68.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

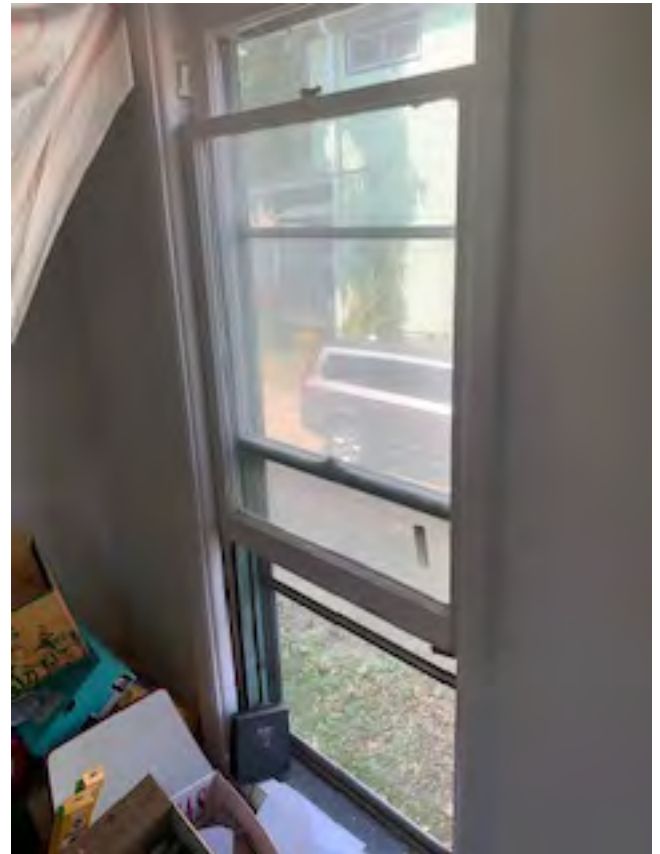
Overall: 33.75 x 69.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #5

Reason for Replacement: Drafty, flaking lead paint, damaged track, window will not stay open on it's own.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 68.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 69.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #6

Reason for Replacement: Drafty, sash frame falling apart, and glass falling out.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 68.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 69.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #7

Reason for Replacement: Drafty, flaking lead paint, no screen.





Existing Window:

Overall: 26.75 x 52.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 53.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #8

Reason for Replacement: Drafty, damaged parts, missing storm and screen.





Existing Window:

Overall: 26.75 x 68.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 69.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #9

Reason for Replacement: Drafty, cracked frame, missing screen.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #10

Reason for Replacement: Drafty, sash frame falling apart, window does not operate.





Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #11

Reason for Replacement: Drafty, frame damaged, missing storm window.





Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #12

Reason for Replacement: Drafty, storm window is broken.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #13

Reason for Replacement: Drafty and hard to operate.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #14

Reason for Replacement: Drafty, sash is falling out and glass edges are exposed. Window does not operate.





Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #15

Reason for Replacement: Drafty, sash frame is deteriorating.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 52.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 53.5

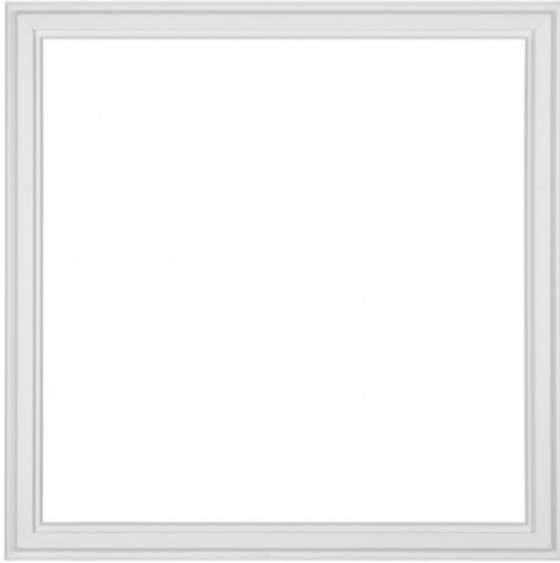
Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #16

Reason for Replacement: Drafty, lead paint bubbling and cracking, water damage.





Simonton 6100 Picture Window

Existing Window:

Overall: 44.5 x 33.5

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 43.75 x 32.75

Stiles: 2-1/8

Rails: 2-1/8

505 S. Dickinson St. - Window #17

Reason for Replacement: Drafty, storm window is falling apart, no screen.





1/10 Simonton 6100 Double Hung Window

Existing Window:

Overall: 26.75 x 64.75

Stiles: 1-7/8

Rails: 1-7/8

Proposed Window:

Overall: 27.5 x 65.5

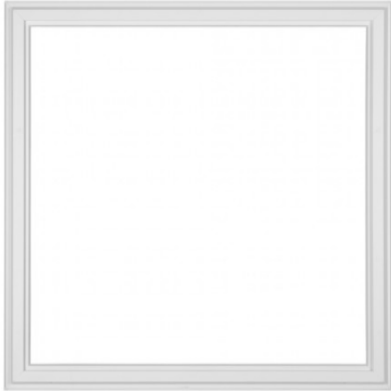
Stiles: 2-1/8

Rails: 2-1/8

Customer Name	Benjamin Altschul	Company Name	RW LIBEIKIS / RW Restoration
Customer Address	505 Dickinson Street Madison WI 53703	Inspector Name	RAY LIBEIKIS
Job Number	10924568	Inspection Date	10/20/20
Line #	Replace y/n	Description	
1	YES	EVERY WINDOW INSPECTED, ALL ARE IN POOR	
2	YES	CONDITION, DRY ROT, WET ROT, LOWER SASHES	
3	YES	ON EACH WINDOW ARE ROTTED, OUT OF SQUARE	
4	YES	AND INOPERABLE, LEAD PAINT PRESENT, SEVERE	
5	YES	AIR LEAKAGE AS WELL, ABSOLUTELY Recommend	
6	YES	REPLACEMENT, STORM WINDOWS ARE ALL BAD,	
7	YES	MISSING PARTS AND INOPERABLE.	
8	YES		
9	YES		
10	YES		
11	YES		
12	YES		
13	YES		
14	YES		
15	YES		
16	YES		
17	YES		

RW Libeikis 10/20/20

Simonton 6100 Picture Window



Simonton 6100 Picture Window



Picture windows are a versatile option that work beautifully together, or mix-and-match with other 6100 styles for a stunning, durable and affordable update. Simonton picture windows boast:

- Vast array of glass options, grille patterns and styles
- Unique exterior designs that provide strength and beauty
- Fusion-welded frame construction for added strength and stability

Exterior Colors



Interior Colors



Grille Styles



Description

Features

Options

Colors

Simonton 6100 Series Overview

The Simonton 6100 Series offers a modern look with complementary styles, colors and energy-efficient options that take any home remodel to the next level.

- A narrow frame design that provides exceptional viewing space and daylight
- Low E/Argon-filled glass and the Intercept spacer are standard
- Choose from white and tan, as well as a host of glass and grille options
- Several window styles are available, along with a complementary patio door

All features and options not available on all styles.

Lifetime Limited Warranty

We know buying windows is a big investment. An investment you want protected. That's why we back all Simonton 6100 windows with a comprehensive warranty covering vinyl, hardware, screens, and insulating glass units.

ENERGY STAR



The 6000 Series windows by Simonton can be ordered to meet ENERGY STAR guidelines for any region of the country. So, no matter where you live, you can get energy-efficient windows and patio doors. All of which helps reduce your heating and cooling costs and meet guidelines set by the EPA and US Department of Energy.



6100 Series

VantagePointe™
Windows and Doors By  SIMONTON®

Exclusively Installed Through



Premium Quality at an Exceptional Value



- Combines the best from two of America's leading companies: Simonton® Windows and The Home Depot®
- Features award-winning quality construction, beauty, style options, value, and energy-efficiency
- Learn more at vantagepointe.simonton.com

6100 Series Windows

- Contoured window frame blends with any style of home
- Double Step Sloped sill drives water away from the window
- Low gloss white or tan finish always looks like freshly painted wood
- Dual panes of single strength glass create a strong thermal barrier



Glass package with Soft Coat Low E* with Argon Gas meets ENERGY STAR qualifications in most styles

Strong and Durable

- Multi-chambered construction with nine separate air chambers create a much stronger window than standard vinyl windows
- Interlocking meeting rail forms a tight seal to virtually eliminate air and water infiltration
- Meets AAMA's standards for air and water infiltration, forced entry and energy efficiency



Easy to Operate and Clean

- Constant Force Balance System maintains the window in any open position and never needs lubrication or adjustment
- Low profile tilt latches allow both Double-Hung window sashes to tilt in for easy cleaning

Peace of Mind

- We know you have a choice when it comes to home improvement projects. That's why we're committed to providing quality products and installation services with our complete solution — from start to finish
- To ensure your peace of mind, we stand behind the entire installation with Limited Lifetime Product and Craftsmanship warranties.**

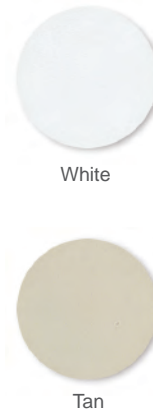


Casement windows (above) provide maximum ventilation and add an air of contemporary style

Styles

- Double Hung
- Slider
- Picture
- Half Round
- Casement
- Awning
- Bay
- Bow
- Basement Hopper
- Garden Window
- Patio Door

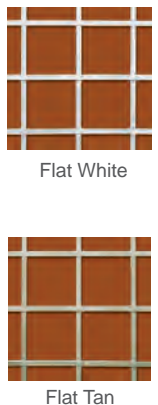
Colors



White

Tan

Grids



Flat White

Flat Tan

Limited Lifetime Warranty**

Guaranteed protection for you and your home

Product

Double Lifetime Warranty on vinyl parts covers peeling, flaking, chipping, blistering & corrosion

Double Lifetime Warranty on hardware & parts (locks, fasteners, rollers, balances, etc.) covers peeling & corrosion

Double Lifetime Screen Warranty covers the aluminum frame & the fiberglass mesh against tears, punctures & insect damage

Craftsmanship

Lifetime Craftsmanship Warranty ensures the installation was done right for as long as you own your home

*Soft Coat Low E glass is required in some areas to meet energy code requirements. **See actual warranties for details. All installation services performed through The Home Depot performed by independent contractors. License numbers held by or on behalf of THD AT-HOME SERVICES, INC.: AL:10656, Sub S-43165; AZ:ROC193323, ROC218039, ROC223472, ROC254479, ROC254482; CA: Roofing/ Fencing/ B836021; CT: HIC.0565522; DC Contract Only 6148; DE: 1997112310; FL: CRC046858, CGC1507093, CCC058327; ID:RCE-18527; IA:CO87256; KS: KS10-1239; IL: Roofing 104-014925; LA: HI. 0550419; ME: CO2439; MD: 52036; MA: 126893; MI: 2104158225; MN: CR268257; MS: RO5788; NV: 0057766, 0065773, 065776; NJ: 13VH01058300 & LO63476; NM: 351405; NC: 64796; ND: 29346 Class D; OR: 158651; PA: PA002232; RI: 16427; SC: 22647 and G115673; TN:59337; UT: 5604067-5501;VA: 2705073411A; WA: HOMED**972RQ; WV: WV033268; WI: 850869, Qualifier 1068645; Columbus, OH: HIC-4992 and G6519; Toledo, OH: BTR 05603HRC; OK: 80000018; Buffalo, NY: 536671 Sub Contractor; Suffolk Cty 27587-H; Philadelphia, PA 21855; Rockland County, NY H-09403-B6-00-00; NYC 1201902; Nassau Cnty, NY H18G1650000; Yonkers, NY 3802; Hammond, IN Lic19030. Other license numbers available upon request. Services may not be available in all areas. Colors shown are reproduced by lithographic process and may vary from actual colors. Changes to product(s) may have occurred since time of printing. Consult your THD At-Home Services representative prior to purchasing. "AAMA" and the AAMA logo is a registered trademark of the American Architectural Manufacturers Association. "NFRC" and the NFRC logo are registered trademarks of the National Fenestration Rating Council. "The Home Depot" is a registered trademark of Homer TLC, Inc. ©2000-2014 Homer TLC, Inc. All rights reserved.

Customer: Benjamin Altschul

Job #: 1-MLOPNB4

Consultant: Steven Buchholz

Date: 08/30/2019

ITEM #	Existing Window				New Window																						
					Measurements			Grids									Product Options	Labor Options	Hinge Locations								
	Location		Style Code	Wraps (Y/N)	Style Code	Series Code	Color		Rough Opening			Type (F, S, GBG)	Color	Pattern	# of bars			# of bars			Glass Hardware Screens Mull	Misc Items Code	From outside, Left to Right				
	Room	Floor					Interior	Exterior	Width	Height	UI				Location	Vertical	Horizontal	Location	Vertical	Horizontal			Bays, Bows Csmnts, 1 Pnl, use L, R or S				
		For doors use "S" = stationary or "X" = operating																									
1	LIV	1st	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
2	BED1	1st	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
3	LIV	1st	CF	Y	PW	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
4	DINE	1st	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
5	BED2	1st	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
6	BED2	1st	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
7	BED3	1st	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, GlassPack: Standard	J CH, WRAP, LSR					
8	HALL	2nd	DH	Y	DH	6100	WH	WH	28	69	97										STD, White, TMP : Bottom, GlassPack: Standard	J CH, WRAP, LSR					

Wrap Color	1: Mocha, 2: Mocha, 3: Mocha, 4: Mocha, 5: Mocha, 6: Mocha, 7: Mocha, 8: Mocha
Interior Casing Type	
Bay or Bow window:	
Seatboard material (vinyl only-Birch or Oak)	
Bay Project Angle (30 or 45)	
Bay Flanker Type (DH, SH, or Csmnt)	
Top of window to soffit (inches)	
If tied to soffit, color of soffit material	
Construct Roof (Yes or No) *	
Garden Window:	
Seatboard Material (vinyl only-White Pionite, Birch or Oak)	

SPECIAL CONSIDERATIONS:	
I have reviewed and agree with all the job specifications above and the Special Terms and Conditions on the following page	

Wall Thickness (inches)	
Additional Shelf (Yes or No)	

Customer Signature

* There is no guarantee that new shingles will match existing color.

Customer: Benjamin Altschul

Job #: 1-MLOPNB4

Consultant: Steven Buchholz

Date: 08/30/2019

ITEM #	Existing Window				New Window															Product Options Glass Hardware Screens Mull	Labor Options Misc Items Code	Hinge Locations From outside, Left to Right															
	Location		Style Code	Wraps (Y/N)	Style Code	Series Code	Color		Rough Opening			Type (F, S, GBG)	Color	Pattern	# of bars			# of bars				For doors use "S" = stationary or "X" = operating															
	Room	Floor					Interior	Exterior	Width	Height	UI				Location	Vertical	Horizontal	Location	Vertical				Horizontal														
9	BED1	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										
10	LIV	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										
11	KITCH	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										
12	KITCH	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										
13	BED2	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										
14	BED3	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										
15	BED3	2nd	DH	Y	DH	6100	WH	WH	28	69	97																										

Wrap Color	9: Mocha, 10: Mocha, 11: Mocha, 12: Mocha, 13: Mocha, 14: Mocha, 15: Mocha
Interior Casing Type	
Bay or Bow window:	
Seatboard material (vinyl only-Birch or Oak)	
Bay Project Angle (30 or 45)	
Bay Flanker Type (DH, SH, or Csmnt)	
Top of window to soffit (inches)	
If tied to soffit, color of soffit material	
Construct Roof (Yes or No) *	
Garden Window:	
Seatboard Material (vinyl only-White Pionite, Birch or Oak)	

SPECIAL CONSIDERATIONS:
I have reviewed and agree with all the job specifications above and the Special Terms and Conditions on the following page

Wall Thickness (inches)	
Additional Shelf (Yes or No)	

Customer Signature

* There is no guarantee that new shingles will match existing color.

WINDOW CONTRACT AMENDMENT / CHANGE ORDER

BRANCH: _____
 PURCHASER: _____
 JOB #: 10924568
 ORIGINAL SPEC SHEET #: _____

The undersigned agrees to amend the Home Improvement Contract / Spec Sheet dated 1/1 (the "Original Contract") between Home Depot and the Purchaser Altschul relating to Job # 10924568 and hereby authorize the changes specified below.

WINDOWS - CHANGES TO SPECIFICATIONS										Grids			Window & Glass Options	\$ Increase / (Decrease)				
Add / Delete	Room / Floor	Line Item #	Qty	Style	Series	Color	Opening Size			Type	Color	Pattern	Loc.	Vert.	Horiz			
							Width	Height	UI									
A	L/2	16	1	PW	6100	W	32	46									STO white JCH alms 23A	745. ⁰⁰
A	L/2	17	1	DH	6100	W											" " "	729. ⁰⁰
																Net Increase (Decrease) in Contract Amount:	1474. ⁰⁰	

The Contract Amount shall be amended as follows:

Contract Amount ¹	\$ 12422.50
Increase (Decrease)	\$ 1474.
Plus: Sales Tax ²	\$
Amended Contract Amount	\$ 13896.50
Less: Original Deposit	\$ 3105.63
Balance Due on Completion ³	10790.87

SUBMITTED BY: [Signature] Date _____
 Sales Consultant

ACCEPTED BY: [Signature] Date _____
 Purchaser

Purchaser Date _____

APPROVED BY: _____ Date _____
 BSM or BIM

_____ Date _____
 DSM or DIM

Will the installation be delayed?: Yes No

DETAILS / COMMENTS:

CHARGE BACK INFORMATION (if applicable)		
CHARGE TO	AMOUNT	REASON

¹ If the Contract has been previously amended, use the amended Contract Amount (not the original Contract Amount).
² If required by State or local regulations.
³ Refunds will be given via the same method of payment as received.



Home Improvement Agreement: Page1

Home Depot License #'s - For the most current listing www.Homedepot.com/LicenseNumbers

WI: 1046796,1126970, 1375416, Milwaukee, HICN-0199909, Superior 002801

Steven Buchholz

Salesperson Name: Registration No. (if applicable): Home Depot U.S.A., Inc. ("Home Depot") or Service Provider named below will furnish, install and/or service the equipment listed below at the price, terms and conditions as outlined on this form.

Altschul Benjamin Minneapolis 1-MLOPNB4
Customer Last Name Customer First Name Store # / Branch Name Customer Lead/ PO#
505 South Dickinson Street Madison WI 53703
(608) 209-0961 benoldschool@gmail.com
Home Phone# Work Phone# Cell Phone# Customer Email Address

NOTICE OF RIGHT TO CANCEL: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO HOME DEPOT AT:
6224 Lakeland Ave N. Suite 102 Brooklyn Park MN 55428
Address City State Zip
Or Email: customercancellationmidwest@homedepot.com
Service Provider Email Address

BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING, UNLESS THE STATE SUPPLEMENT PROVIDES A DIFFERENT CANCELLATION PERIOD. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. YOUR PAYMENT(S) WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS AFTER HOME DEPOT'S RECEIPT OF YOUR NOTICE. YOU MUST MAKE AVAILABLE FOR PICKUP BY HOME DEPOT OR SERVICE PROVIDER, AT YOUR SERVICE ADDRESS, AND IN SUBSTANTIALLY THE SAME CONDITION AS WHEN DELIVERED, ANY MERCHANDISE OR MATERIALS DELIVERED TO YOU. OR YOU MAY CONTACT HOME DEPOT FOR INSTRUCTIONS REGARDING RETURN SHIPMENT AT HOME DEPOT'S EXPENSE.

THE LAW REQUIRES THAT THE HOME DEPOT GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN ORAL AND WRITTEN NOTICE OF YOUR RIGHT TO CANCEL.

Acknowledged by: [Signature] 08/30/2019
Customer's Signature Date

Contract Price and Payment Schedule : Payment of the Contract Price is due upon signing unless a different payment schedule is required by law, specified below or in a payment addendum.

Contract Price: \$ 12422.50 Includes all applicable taxes. Excludes finance charges.*
Sales Tax: \$ 0.00 (If applicable)

*Maximum deposit ONLY applicable in MD, MA, ME (33%), NJ, WI (99%)

Dep. 25.0 % Deposit Amount \$ 3105.63 Remaining Balance \$ 9316.87

The Home Depot - 2455 Paces Ferry Road, N.W. Bldg. B-3, Atlanta, Georgia 30339 - Customer Care: 1-800-466-3337



Home Improvement Agreement: Page2

Finance Charges:

*Any interest payments or other finance charges will be determined by Customer's separate cardholder or loan agreement, to which The Home Depot is NOT a party, and will be in addition to Customer's payment under this Agreement. Customer is subject to the terms and conditions of the cardholder or loan agreement, as applicable. No funds should be made payable to Service Provider; however, Service Provider may collect Customer's payment(s) made payable to The Home Depot.

Insurance proceeds will will not be used to pay some or all of the total amount of sale.

Description of Work to be Performed:

Installation of

A more detailed description of the work to be performed is included in the section entitled Scope of Work which appears on page of this Agreement.

Anticipated Delivery Date / Installation Schedule

Approximate Start Date: Approximate Finish Date:

All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, and delays in confirming insurance coverage of Your claim for any repair, if applicable.

Electronic Records Authorization:

You are entitled to a paper copy of this Agreement if you choose. If you consent to an e-mailed copy, your consent applies to this Agreement and all subsequent documents and written communications related to this agreement. By contacting your Service Provider, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent and verifying your email address above, you confirm that you have access to a computer that can receive and open emails and PDF documents.

By initialing this paragraph, I consent to receive only electronic records related to this transaction.

Initial

Acceptance and Authorization:

By signing below, you authorize Home Depot to (a) arrange for Service Provider to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. Do not sign if blank or incomplete. (Service Provider's/permitting information may need to be provided to You later.) By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety, including the General Terms and Conditions and State Supplement, if any. You further acknowledge receiving a complete copy of this Agreement. Keep it to protect your legal rights.

X	<input type="text" value=""/>	<input type="text" value="08/30/2019"/>	<input type="text" value="The Home Depot"/>		
	Customer's Signature	Date	Service Provider Name		
X	<input type="text" value=""/>	<input type="text" value="08/30/2019"/>	<input type="text" value="6224 Lakeland Ave N. Suite 102"/>		
	Co-Signer (if applicable)	Date	Service Provider Address		
X	<input type="text" value=""/>	<input type="text" value="08/30/2019"/>	<input type="text" value="Brooklyn Park"/>	<input type="text" value="MN"/>	<input type="text" value="55428"/>
	Signature On Behalf of Home Depot	Date	City	State	Zip
	<input type="text" value=""/>		<input type="text" value=""/>		
	Service Provider Phone Number		Service Provider License Number		



Home Improvement Agreement: Scope of Work

Scope of Work

Job #:	Products:	Spec. Sheet(s)#:	Install Price:	Product Price:	Total Sales:
1-MLOPNB4	Roofing Siding ✓ Windows Gutters / Covers Entry Door <input type="text"/>	1- MLOPNB4	2235.00	10187.50	
	Roofing Siding Windows Gutters / Covers Entry Door <input type="text"/>				
	Roofing Siding Windows Gutters / Covers Entry Door <input type="text"/>				
	Roofing Siding Windows Gutters / Covers Entry Door <input type="text"/>				
	Roofing Siding Windows Gutters / Covers Entry Door <input type="text"/>				
				Subtotal	
				Sales Tax	0.00
				Total Contract Amount	12422.50

Notes:

Warranty:

The warranty on the work identified above is listed in the General Terms and Conditions, or if applicable, specified in the following documents:

Warranty Name(s):



The Home Depot General Terms & Conditions

1. **DEFINITIONS:** "Agreement" means the Home Improvement Agreement between You and Home Depot, plus **(a)** any Change Orders; **(b)** the State Supplement, if any; **(c)** these General Terms and Conditions ("General Conditions") and any documents referenced in or attached to any of the foregoing. "Defect" means any Services that are found not to be as warranted. "Home" means the real property, fixtures and any physical improvements where the Services are performed. "Services" means **(I)** the delivery and furnishing of goods, equipment, materials, and hardware; and **(II)** any related labor and services, including without limitation, construction, consultation, fabrication, erection, installation, inspection, maintenance, repair, and testing. "Service Provider" means an independent contractor, authorized by Home Depot, and its employees, agents, and subcontractors. "Work Area" means any property, buildings, or structures necessary for the staging, temporary storing and performance of the Services. "You"/"Your" means the customer identified in the Agreement.

2. **HOME DEPOT'S RESPONSIBILITIES:** Home Depot or Service Provider will complete the Services in a workmanlike manner and in accordance with applicable law without causing damage to Your Home, *provided, however*, that Home Depot or Service Provider will not start or continue with any Services upon discovery of any condition at Your Home that Home Depot or Service Provider deems in its sole discretion to be hazardous or unsafe. Unless specifically contracted to do so, neither Home Depot nor Service Provider is obligated to repair such pre-existing hazardous or unsafe conditions.

3. **ASSIGNMENT/SUBCONTRACTING:** Home Depot and Service Provider may assign this Agreement, or any right herein, or any monies due or to become due hereunder, and may delegate or subcontract any obligations or Services hereunder without Your consent. This Agreement shall not be assigned by You without first receiving Home Depot's written consent, which may be denied in Home Depot's sole discretion.

4. **YOUR RESPONSIBILITIES:** **(a) Payment:** You agree to pay Home Depot in full for the Services pursuant to the terms of this Agreement. **(b) Safe Access:** You agree to provide Home Depot and Service Provider Safe Access to Your Home. "Safe Access" means safe and complete access to the Work Area, including, without limitation: **(1)** obtaining in advance of the Services consent, permission, or relief from any covenants, easements, restrictions, or other legal encumbrances affecting the Work Area; **(2)** providing the location of utilities, whether underground, concealed, overhead or visible, to Home Depot or Service Provider; **(3)** removing from the Work Area physical impediments, hazards, and building code or zoning violations that affect directly or indirectly the Work Area; **(4)** removing unsafe working conditions and hazardous materials, including environmental hazards, from the Work Area; **(5)** providing sanitary facilities to Home Depot or Service Provider convenient to the Work Area (or, alternatively, paying for the rental costs of such facilities); **(6)** providing all utilities, including without limitation, power, water, ventilation and climate control, in and for the Work Area; **(7)** removing from and protecting against minors, pets, guests and visitors in the Work Area; **(8)** keeping permits, if required, visible at all times; **(9)** disengaging, suspending or terminating any security systems protecting the Work Area; **(10)** providing adequate temporary storage space as needed for Home Depot's or Service Provider's performance of the Services; and **(11)** not interfering, impeding, impacting or otherwise disrupting the Work Area at any time during Home Depot's or Service Provider's performance of the Services. **(c) No Performance:** Services are to be performed by Home Depot or Service Provider. If You attempt to perform or assist with the Services in any way, You assume all risk for property damage and for injury to Yourself and others.

5. **MODIFICATIONS AND CHANGE ORDERS:** Without invalidating this Agreement, You may authorize Home Depot or Service Provider to perform Services beyond the scope of the Agreement ("Change Order"). A Change Order shall be issued by Home Depot or Service Provider on behalf of Home Depot, which You may accept by signing. Upon Your signing of the Change Order, it shall become part of this Agreement, subject to all of the terms of the Agreement. Change Order may also result from Home Depot or Service Provider encountering conditions at the Work Area that impact, impede or otherwise



The Home Depot General Terms & Conditions

interfere with the performance of the Services, requiring an increase in cost, time, or both. Following the discovery of any conditions that impact, impede or otherwise cause the Work Area not to have Safe Access, Home Depot may immediately ask for a Change Order or discontinue the Services without further obligation to You. If You decline a Change Order request, You or Home Depot may terminate this Agreement.

6. **TITLE AND RISK OF LOSS:** The title to and risk of loss for any materials or goods provided to You that originate from Home Depot shall pass to You when paid in full by **(1)** You or **(2)** the Service Provider as part of the Services. Title to any other materials or goods provided by Service Provider shall pass to You upon completion of the Services.

7. **WARRANTY AND LIMITATION ON WARRANTIES:** **(a) Warranty:** Unless otherwise stated in the Agreement, Home Depot warrants for 1 year from the completion date that all Services shall **(i)** be performed with good workmanship and **(ii)** conform to the requirements of the Agreement. During the warranty period and within a reasonable time after receiving notice from You of a warranty claim, Home Depot may, at its sole option **(i)** correct or replace each Defect, or **(ii)** remove each Defect and refund the full purchase price thereof to You; *provided, however*, that all warranties are voided if **(1)** anyone other than Home Depot or Service Provider performs work upon or otherwise modifies any materials or Services provided under this Agreement, or **(2)** You fail to pay Home Depot as provided in this Agreement.

(b) Limitation on Warranties: THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTIES CONTAINED IN PARAGRAPH 7A, IN THE WARRANTY SECTION OF THE AGREEMENT, IF ANY, OR IN THE STATE SUPPLEMENT, IF ANY. YOU ACKNOWLEDGE AND AGREE THAT NO OTHER WARRANTIES ARE MADE OR GIVEN BY HOME DEPOT OR SERVICE PROVIDER, INCLUDING ANY WARRANTY FOR FITNESS OF PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER ORAL, EXPRESS OR IMPLIED WARRANTIES. HOME DEPOT'S EXPRESS WARRANTIES ARE VOIDED FOR ANY DEFECT CAUSED BY ABUSE, MISUSE, NEGLIGENCE, ACTS OF GOD, LACK OF PRESCRIBED OR STANDARD MAINTENANCE, OR IMPROPER CARE/CLEANING. ANY MANUFACTURER'S WARRANTIES PROVIDED FOR GOODS, MATERIALS, OR EQUIPMENT WILL BE PASSED THROUGH BY HOME DEPOT TO YOU, AND YOU AGREE TO LOOK SOLELY TO SUCH MANUFACTURER FOR REMEDY OF ANY DEFECT IN SUCH GOODS, MATERIALS, AND EQUIPMENT. HOME DEPOT MAY ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS.

8. **TERMINATION:** This Agreement may be terminated by Home Depot for its convenience, and by either party for cause if the other party fails to correct a material breach within ten (10) days after receiving notice from the non-breaching party identifying the breach. In the event Home Depot terminates this Agreement because You fail to provide Safe Access to perform the Services, or if either party terminates the Agreement because You decline a Change Order request resulting from unforeseen or hazardous conditions, then You shall pay Home Depot for Services provided through the date of termination plus any costs or expenses incurred by Home Depot or Service Provider as a result of the termination.

9. **CHOICE OF LAW; SEVERABILITY:** This Agreement shall be governed by and interpreted in accordance with the laws of the State where the Project is physically located. The parties intend for the terms and conditions in the Agreement to be complementary, consistent, and enforceable under applicable laws. In the event any term or condition in the Agreement violates applicable law, such term or condition shall be severed from the Agreement, but only to the extent necessary to avoid such violation, without invalidating any other terms and conditions of the Agreement.



The Home Depot General Terms & Conditions

10. **ENTIRE AGREEMENT:** This Agreement is the final, integrated, and exclusive expression of the parties' understanding, which supersedes all prior offers, orders, understandings, representations, proposals, confirmations, and negotiations between the parties, whether oral or written. No course of dealing, usage of trade, course of performance, course of conduct, or any other evidence of additional or different terms shall be admissible to contradict or vary any term in the Agreement.

11. **SECURITY INTERESTS; LIENS:** If You make all payments as required under this Agreement, no security interest will be placed against Your property by Home Depot. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of the Services and before making any further payments, You should request from Home Depot or Service Provider a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.

12. **RETURNS:** Custom order merchandise (i.e., goods that are custom made, uniquely altered, colormatched, shaped, sized, or otherwise uniquely designed or fitted to the requirements of a particular space) is non-returnable, and its purchase price cannot be refunded unless Home Depot or Service Provider **(1)** incorrectly ordered item, or **(2)** damaged item beyond repair. Special order merchandise may be returned, and a refund for all or part of the purchase price provided, in the discretion of Home Depot. Please contact Your store for additional details concerning returns.

13. **AGREEMENT/SERVICE ORDER COMMUNICATION PREFERENCES:** You can visit www.homedepot.com > In-Store Special Orders at any time to access Your account for the following: **(1)** Update Your Agreement/Service Order Communication Preferences (email, text, Auto Call); **(2)** Contact Home Depot for order assistance; **(3)** View latest order status; or **(4)** Take action to schedule pickup for Your Service Orders. To **stop** any of the following communications You may visit www.homedepot.com > In-Store Special Orders to access Your account to update Your Agreement/Service Order Communication Preferences, contact The Home Depot, and take action on orders. If You signed up to receive updates about Your Agreement/Service Order(s) via: **(a) Text Message Communications**, You may receive multiple messages per order (including current and future orders) via automated technology to the mobile phone number You provided. The total number of messages received depends on the number of orders placed and order activity. Standard message and data rates apply. Not all carriers covered. You can text STOP to 97710 to stop (You will be sent a confirmation message). Call 1-877-467-2581 or 1-800-466-3337 for help; **(b) Electronic voice communications (Auto Call)**, You may receive multiple pre-recorded phone calls per order (including current and future orders) via automated technology to the phone number You provided. The total number of calls received depends on the number of orders placed and order activity. You can press 9 during a call to opt out or call 800-HOME-DEPOT for help; or **(c) Email Communications**, You may receive multiple Emails per order (including current and future orders) via automated technology to the Email address You provided. The total number of Emails received depends on the number of orders placed and order activity.