

P E R M I T

CITY OF NAPOLEON
255 W. RIVERVIEW AVE
NAPOLEON, OHIO 43545

DIVISION OF BUILDING & ZONING
PH (419) 592-4010
FAX (419) 599-8393

PERMIT NO: 1429 DATE ISSUED: 11-27-02 ISSUED BY: MRD
JOB LOCATION: 539 AVON PL EST. COST: 3552.00

LOT #: SUBDIVISION NAME:
OWNER: CLINGERMAN, BYRON AGENT: ERIE CONSTRUCTION MI
ADDRESS: 539 AVON PL ADDRESS: 4271 MONROE ST
CSZ: NAPOLEON, OH 43545 CSZ: TOLEDO, OH 43606
PHONE: 419-592-9867 PHONE: 419-472-4200

USE TYPE - RESIDENTIAL: OTHER:

ZONING INFORMATION

DIST: LOT DIM: AREA: FYRD: SYRD: RYRD:
MAX HT: # PKG SPACES: # LOADING SP: MAX LOT COV:

BOARD OF ZONING APPEALS:

WORK TYPE - NEW: REPLMNT: ADD'N: ALTER: REMODEL:

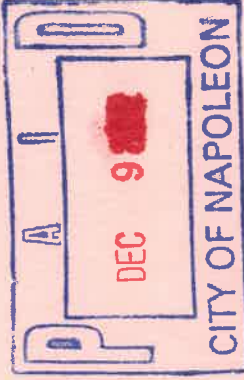
WORK INFORMATION

SIZE - LGTH: WIDTH: HEIGHT: STORIES: LIVING AREA SF:
GARAGE AREA SF: BLDG VOL DEMO PERMIT:

WORK DESCRIPTION
NEW VINYL WINDOWS 6

FEE DESCRIPTION

BUILDING PERMIT PAID DATE FEE AMOUNT DUE
45.00



TOTAL FEES DUE 45.00

DATE

APPLICANT SIGNATURE

CITY OF NAPOLEON OHIO PERMIT APPLICATION

THIS APPLICATION IS FOR RESIDENTIAL CONSTRUCTION INCLUDING BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, DEMOLITION, REMODELING.

DATE 11-26-02 JOB LOCATION 539 AVON PL.

LOT # _____ SUBDIVISION NAME _____

OWNER Allan + Barbara Cinsigerman PHONE 419-592-9867

OWNER ADDRESS 539 AVON PL. CITY Napoleon ZIP 43545

CONTRACTOR Erle Construction PHONE 419-480-1328

CONTRACTOR ADDRESS 5247 Secor Rd. #9 CITY Toledo ZIP 436023

CONTRACTOR FAX # 419-480-1337 CELL PHONE (Opt.) _____

DESCRIPTION OF WORK TO BE PERFORMED: Remove + Install Vinyl Replace w/ot Windows

ESTIMATED COST OF WORK TO BE PERFORMED: 3552.00

WORK INFORMATION NA

BUILDING: Basement Floor Area _____ Sq. Ft. 1st Story Living Area _____ Sq. Ft.

2nd Floor Living Area _____ Sq. Ft. Garage Floor Area _____ Sq. Ft.

BUILDING SIZE: Length _____ Width _____ Stories _____ Height _____ DEMO VOL _____

Masonry Contractor _____ Address _____ City _____ Phone _____ St _____ Zip _____ Fax _____

Electrical Contractor _____ Address _____ City _____ Phone _____ St _____ Zip _____ Fax _____

Plumbing Contractor _____ Address _____ City _____ Phone _____ St _____ Zip _____ Fax _____

Heating Contractor _____ Address _____ City _____ Phone _____ St _____ Zip _____ Fax _____

Insulation Contractor _____ Address _____ City _____ Phone _____ St _____ Zip _____ Fax _____

Other Contractor attach information.

ZONING INFORMATION (to be completed by City): District _____ Lot Dimensions _____
Lot Area _____ FRSB _____ SYSB _____ RYSB _____ Max Ht _____ ft Max Cov _____ %

I, by signing below, agree to comply with all applicable City of Napoleon Codes & Ordinances while performing the work herein described. I understand that all work for which a permit is issued is required to be approved by the building inspector of the City of Napoleon.

Applicant Signature Edmund Casert Date 11-26-02

CITY OF NAPOLEON INSPECTION FORM

PERMIT #: 1429

DATE ISSUED: 11-27-2002

JOB LOCATION: 539 AVON PL

OWNER: CLINGERMAN, BYRON

OWNER PHONE: 419-592-9867

CONTRACTOR: ERIE CONSTRUCTION MID WEST INC

CONTRACTOR PHONE: 419-472-4200

WORK DESCRIPTION: NEW VINYL WINDOWS 6

PLUMBING: UNDGR _____ RGHIN _____ FINAL _____

SEWER INSP _____

MECHANICAL: UNDGR _____ RGHIN _____ FINAL _____

FURNACE REPLC _____ AIR COND _____

ELECTRICAL: UNDGR _____ RGHIN _____ FINAL _____

SERV UPGR _____

BUILDING: SITE _____ FTG _____ FNDT _____

STRUC _____ ROOF _____ EXT _____

VENT _____ ACCES _____ EGRS _____

SMKDT _____ FINAL _____

ISSUE TEMP OCCUP _____ ISSUE OCCUP _____

STRG SHED: SITE _____ FINAL _____

SIGN: FTG _____ FINAL _____

FENCE: SITE _____ FINAL _____

MISC INSP: _____

NOTES: _____

INSPECTOR INITIALS: _____

ERIE construction MID-WEST, INC.

- 154 Potomac Ave., Ste. B • Tallmadge, Ohio 44278 • (330) 633-2110
- 820 Freeway Drive North • Columbus, Ohio 43229 • (614) 785-0207
- 8543 North Dixie Hwy. Dr. • Dayton, Ohio 45414 • (513) 898-4688
- 4271 Monroe Street • Toledo, Ohio 43606 • (419) 472-4200

Customer Service 1-800-684-4628

A01057

THIS AGREEMENT, made and entered into between ALLAN & Barbara C. Lingerw (OWNER) and Erie Construction Mid-West, Inc. (CONTRACTOR), who agrees to furnish all labor and material necessary to perform the work hereinafter set forth on the premises of the Owner located at 539 AVON PL. Street, in the City of Napoleon, State of OH Zip Code 43545 Telephone No. (419) 592-9867 County/Township HENRY

SPECIFICATIONS

1. ERIE to Remove (6) wood windows from customers home
2. ERIE to FURNISH & install (4) Replaced 7000 vinyl replacement windows into customers home. (3) (2) windows to be 2 Lite slider w/ 1/2 screens (4) (2) windows to be Double hung w/ 1/2 screens (5) windows to be white in & out (6) windows to contain lead & decou and to be replaced in white.
3. Price include all BS related clean up and permit if needed

2. PAYMENT TERMS: In consideration of the labor and materials and repair, if any, furnished by said Contractor, the Owner agrees to pay to the Contractor:

A. Cash payment in full upon completion \$ _____ ; or
 B. Contract Price, including tax \$ 3552

Down Payment \$ _____
 Unpaid balance 3552
 Finance charges _____ Annual Interest Rate _____ %
 Total time balance _____

Payable in _____ consecutive monthly installments of \$ _____ each.

C. If full price for all contract work is not to be paid in cash, then this Contract is subject to financing approval.
 D. Installation is subject to production scheduling, weather conditions and related factors.

3. Owner hereby warrants that he is the owner and holder of the title of the above premises.

4. **DEFAULT IN PAYMENT UPON COMPLETION:** If I fail to pay the full amount of the UNPAID BALANCE OF CASH PRICE at the time the work is completed, you shall send this Contract and my obligations to your attorney for collection and enforcement for action and collection. If you do so, and only if permitted by applicable state law, I agree to pay, in addition to all other sums due under this Contract and only which may be collected in accordance with applicable state law, reasonable attorney's fees in an amount not exceeding FIFTEEN (15) PERCENT of the unpaid amount then owing, and court costs and fees incurred by you in enforcing this Contract.

5. **DELAYS:** I agree that you shall not be liable for delays caused by strikes, weather conditions, delays in obtaining materials or other causes beyond your control.

6. **SALVAGE VALUE:** I agree and acknowledge that the windows, woodwork, siding, brick and all other materials removed by you for this installation have no salvage value. When you remove them, you can have them for whatever purpose you want.

7. All wood needs to be painted or stained by customer.

8. **MATERIALS:** The Contractor shall furnish materials for the work and complete the work to be done in a substantial and workmanlike manner. All workmanship guaranteed for one (1) year only. The undersigned further agree that title in and to any and all materials furnished by Contractor, whether attached to the building or not, shall remain with Contractor until the full amount due from the Owner shall be paid. Windows are not guaranteed against condensation. All unused materials shall, under any conditions, remain the property of Contractor. All material delivered by the Contractor to above premises, shall be stored and safely kept by the Owner and no rental or storage charges therefore shall be made or assessed by Owner.

9. **ALTERATIONS:** Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge.

10. **WARRANTIES:** The Contractor shall not be responsible for damage or delay resulting from an Act of God, riots, civil commotions or disorders, delays or defaults by carriers or inherent defects in premises on which work is to be done, strikes, fires, accidents, storms or other causes beyond the reasonable control of contractors.

There are no representations, guarantees or warranties, except such as herein incorporated, and except manufacturer guarantees, if any, nor any agreements collateral hereto, nor is this contract dependent upon or subject to any condition not herein stated. Any subsequent agreement in reference hereto shall be binding only if in writing and signed by all parties.

11. **CANCELLATION:** You may cancel this Agreement or purchase by mailing a written notice to the seller post-marked not later than midnight of the third business day after the date this Agreement was signed.

It is agreed that if Owner cancels this Contract AFTER THREE (3) DAYS from date of acceptance and before commencement of work, through no fault of the Contractor, then the liquidated damages arising from costs and expenses necessarily incident to the business of the Contractor in connection with this Contract, shall be a sum equal to 25% of the total contract price, or the actual cost of materials purchased by the Contractor to the date of cancellation, whichever is greater; which sum the Owner undertakes and agrees to pay forthwith. All notice hereunder shall be in writing to the contractor.

12. **INSURANCE - OWNER:** During the period of this Contract, Owner shall keep the above described premises and improvements at all times adequately insured against loss by fire, vandalism and malicious damage, and other hazards customarily insured against under the same circumstances, in a reliable insurance company, such insurance payable to parties having an insurable interest in said premises as their interest may appear.

13. **ARBITRATION:** In the event any dispute shall arise between the parties to this Contract as to the respective duties, right and liabilities, thereunder, it is hereby agreed that such disputes shall be referred to the Better Business Bureau of Toledo, Inc. for arbitration, and the decision of the arbitrators shall be final and binding on said parties. Verbal understandings and agreements with representative shall not be binding.

14. **COMPANY APPROVAL:** This Contract is subject to written approval by an officer of the Contractor Company. Said written approval will not be necessary if work is actually commenced by the Contractor.

15. Owners acknowledge receipt of True Copy of this Contract.

IN WITNESS WHEREOF, the Owner and the Contractor have caused these presents to be signed this Date 6, Month 11, Year 02.

Contractor By Mike Alevy / Andy Madala Sales Representative

APPROVED ON _____
 By Barbara C. Lingerw Owner
Barbara C. Lingerw Owner

AND 11-12 - 6PM 11-13 6PM

E. C. Mid-West Window & Door Estimate Sheet

JOB NUMBER: _____ LEAD SOURCE: **PH** MEASURE DATE: _____ ORDER DATE: **11/6/02** SPECIAL INSTRUCTIONS: _____

CUSTOMER: **ALLEN & BARBARA** ADDRESS: **CLINGER RD 539 AVON PL.** CITY & STATE: **Napoleon OH** PHONE: **(419) 592-9862** BEST TIME TO CALL: **7:30 AM - 3 PM**

NUMBER PRIME WINDOWS: **4** NUMBER STORM WINDOWS: _____ NUMBER PRIME DOORS: _____ NUMBER STORM DOORS: _____ NUMBER SLIDING GLASS DOORS: _____ BAY-MANUF: _____ MEASUREMENT: _____ TYPE ROOF: _____ TYPE WOOD: _____ COIL # OF: **1** COLOR: **BOE WHITE**

NUMBER STOOLS: _____ TYPE OR COLOR OF STOOL: _____ NUMBER I & O STOPS: _____ MULLION REMOVAL: **(1) (2)** MULLION INSTALLATION: _____ BOW-MANUF: _____ MEASUREMENT: _____ KNEE BRACES: _____ NUMBER OF LITES: _____ CAULK # OF: **4** COLOR: **WHITE**

EXISTING WINDOW: **wood** MANUFACTURER OF WINDOW: **GRIF** CASING CAPS: **yes** SCREENS: 1/2 FULL ENGINEER'S USE: _____ WINDOW COLOR: WHITE BROWN TAN

WINDOWS NUMBER	CODE	OPENING SIZE	U.I.	ROOM	MULL REM	CAPS	O B or E S	GLAZING SIN INS	I & O	STOOLS WOOD OR MARBLE	GRIDS	NO.	MULL	WDW TYPE	LT	SCR TYPE	OVERALL		GLASS TYPE	MUNT TYPE	STOPS		REMARKS
																	W	H			I	D	
101	TLS	62x57	119	LR	y	y	N	LOW-E				1		ZLS	Z	F	61 1/2	57 1/2	LEN				
102	↓											2											
110	TLS	62x57	119	LR	y							3		ZLS	Z	F	61 1/2	57 1/2	LEN				
110	↓											4											
201	DH	29x61	90	BR	N							5		DH	Z	H	28 3/4	61 1/2	LEN				
202	DH	29x61	90	BR	N	↓	↓	↓				6		DH	Z	H	28 3/4	61	LEN				
												7											
												8											
												9											
												10											
												11											
												12											
												13											
												14											
												15											
												16											
												17											

DOORS NUMBER	CODE	OPENING SIZE	HINGE		DESCRIPTION
			RIGHT	LEFT	

Toledo Grand Rapids Traverse City
 Lansing Fort Wayne Roanoke
 Dayton Akron Port Huron

Job # _____ Factory Order # _____