

A02485



4271 Monroe Street • Toledo, OH 43606 • (800) 536-4200 • Customer Service 800-684-4628  
8543 North Dixie Highway Dr. • Dayton, OH 45414 • (800) 536-4688  
2215 E. Waterloo, Suite 5 Box 4 • Akron, OH 44312 • (800) 861-3168

A02485

THIS AGREEMENT made and entered into between RON & JUDY BARTON (OWNER) and Eric Construction Mid-West, Inc. (CONTRACTOR) who agrees to furnish all labor and material necessary to perform the work hereinafter set forth on the premises. Owner hereby warrants that s/he is the owner and holder of the title of the above premises located at:

Address 333 E MAIN ST. City NAPOLKON County/Township HENRY COUNTY  
State OH Zip Code 43545 Telephone No. 419-599-7517

**SPECIFICATIONS**

- 1 ERIC TO INSTALL A 13X16 PATIO ROOM TO HOME IN THE COLOR OF CEMENT
- 2 GLASS TO BE IG GLASS PAK 3 PATIO ROOM TO BE KNEE WALL SYSTEM 4 ERIC TO INSTALL 13X16 STUDIO INSULATED ROOF
- 5 ERIC TO INSTALL INSULATED FLOOR SYSTEM TO ROOM 6 ERIC TO INSTAL TO HAVE ELECTRICAL METER AND ALL ELECTRICAL MOUNTED BY 3-8-04 ALREADY CONTRACTED OUT. PRICE INCLUDES ALL TAXES, WARRANTIES, PERMITS, AND SOB'S RELATED CLEAN UP.

TO OK  
MATH PASTORAL

**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:

Contract Price \$ 19822.00 Sales Tax \$ 0.00 Total Sales Price \$ 19822.00  
Down Payment \$ 0.00 Balance due on completion \$ 19822.00

If full price for all contract work is not to be paid in cash, then this Contract is subject to financing approval.

**IT IS HEREBY UNDERSTOOD AND AGREED THAT THE UNPAID BALANCE OF CASH PRICE OR THE BANK COMPLETION CERTIFICATE MUST BE PAID TO THE SELLER'S INSTALLER AT THE TIME THE WORK IS COMPLETED.**

**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.

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

**NO PAINTING OR STAINING WILL BE DONE BY CONTRACTOR.** All Wood to be painted or stained by customer.

**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 the contractor 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. 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.

**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.

**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.

**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.

**HOMEOWNERS INSURANCE:** 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.

**ARBITRATION:** In the event any dispute shall arise between the parties to this Contract as to the respective duties, right and liabilities, there under, 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.

**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.

**PERMISSION TO MAKE UNSOLICITED CALLS:** You will be contacted from time to time to arrange installation, anniversary service inspections, and future specials and promotions. To comply with all FCC requirements, I/we agree to authorize Erie Construction Mid-West, Inc. to make unsolicited telephone calls to me/us at: (\_\_\_\_\_) \_\_\_\_\_ would like to learn about special offers and information via my e-mail address which is: \_\_\_\_\_

Signature © Ronald J Barton Signature © Judy K Barton

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 23 Month FEBRUARY Year 2004

By Al K. Toole Fair Sales Representative  
By Ronald J Barton Owner

By Judy K Barton Co-Owner  
Corporate Approval \_\_\_\_\_

# Erie Construction - Patio Enclosure Purchase Order

AO2485

Name Ron and Judy Barton Address Barton  
City Napslean State OH Zip 43545 Phone 419 599 7517 work

### SUNROOM AND ENCLOSURE STYLE:

Approximate projection 13 length 16 A.L.  
Back wall height 90"  
Sliding Door # 2 Swing door# \_\_\_\_\_  
Room Color: White almond  
Tempered Glass: Single (G Clean) Low-E Krypton  
Glass transoms: yes no  
Glass kneewall: yes no  
Cathedral: yes no Glass or Fill

### ROOF:

Approximate projection 14 length 13  
Style: Cathedral Studio X  
Material top: Aluminum X Shingle  
Roof Color: Aluminum white only  
Gutter: White almond  
Downspout: white almond  
Type mount:  fascia wall  
Remove overhang: yes no  
Add Saddle: yes no

### FLOOR:

Approximate projection 13 length 12  
Install new floor: concrete insulated-floor  
Install on existing: deck concrete  
Plywood over insulate floor  
Additional deck: Approx. size \_\_\_\_\_  
regular diagonal design  
Second story yes no  
Skirting: wood lattice vinyl  
Steps: # \_\_\_\_\_ width \_\_\_\_\_  
Railing: LF \_\_\_\_\_

### CONCRETE:

Approximate projection \_\_\_\_\_ width \_\_\_\_\_  
New Footers LF \_\_\_\_\_  
Block wall LF \_\_\_\_\_ # courses \_\_\_\_\_  
Saw cut LF \_\_\_\_\_  
Steps # \_\_\_\_\_  
Pour additional slab (size) \_\_\_\_\_ x \_\_\_\_\_

### TEAR-OUT:

Slab: SF \_\_\_\_\_ Deck: SF \_\_\_\_\_ Roof: SF \_\_\_\_\_  
Walls: LF \_\_\_\_\_  
Steps: # \_\_\_\_\_ Bushes: # \_\_\_\_\_  
Breakthrough: yes no Door Type: sliding or french

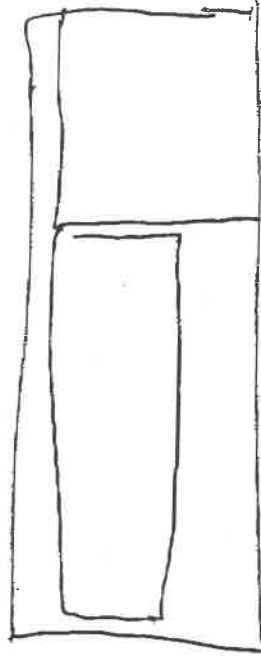
### ELECTRIC:

yes no

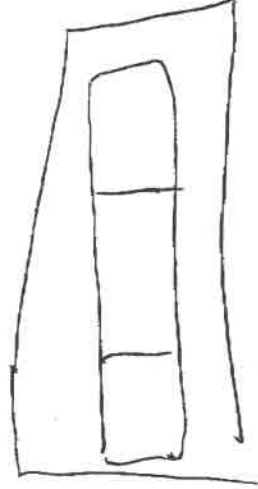
### SERVICE NOT INCLUDED:

- Moving gas lines, water lines, or meter
- Moving or installation of heat ducts and HVAC
- Installation of plumbing
- Painting or staining and finished carpentry

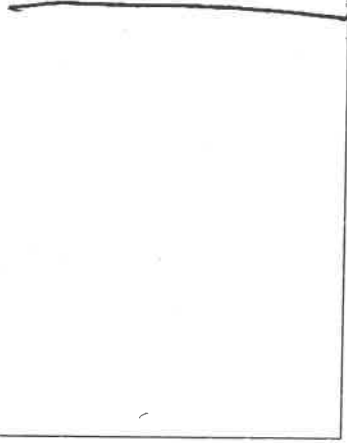
FRONT WALL - APPROXIMATE ELEVATION



RIGHT SIDE WALL - APPROXIMATE ELEVATION



LEFT SIDE WALL - APPROXIMATE ELEVATION



Upon completing this agreement and with full understanding of the work to be completed, we authorize Erie Construction Mid-West, Inc. to complete only the work above. I understand that any change orders must be made in writing, and verbal agreements will not be authorized. I understand that at completion, the unpaid balance of completion certificate is due. Installation terms and limitations on back.

Buyer's Signature

Ronald J. Barton

Co-Buyer's Signature

Judy K. Barton

Rep

Date 12-16-03

TOTAL P.01



**Y**inyl **D**esign **C**orporation  
*"Manufacturing Quality"*  
 7856 Hill Avenue  
 Holland, Ohio 43528  
 Phone: 419.865.4009 • Fax: 419.865.4453  
 vinyl@designcorp@aol.com

OFFICE: Toledo  
 JOB NAME: Barton  
 JOB #: A 02485

**SPECIAL INSTRUCTIONS:**

[ ] WHITE [ ] TAN [ ] PINK [ ] PAINTED  
 [x] WHITE [ ] TAN [ ] PINK [ ] PAINTED

[x] WHITE [ ] TAN [ ] PINK [ ] PAINTED

[ ] WHT/BRN [ ] WHT/WHT [ ] PINK

[ ] WHT/WHT [ ] PINK

PIR#

BRASS  
 HARDWARE: YES \_\_\_ NO \_\_\_

QTY	5	6	8	X O	O X	CLEAR	LOW E/ ARGON	R-9	R-10 (not avail. in 8 ft.)	COLONIAL GRIDS	V-GROOVE	KICKLOCK	KEYLOCK
1		[x]		[x]			[x]					[x]	

**FINISH SIZE OF DOORS:**

- 5 FT - 59 1/2 X 79 1/2
- 6 FT - 71 1/2 X 79 1/2
- 8 FT - 95 1/2 X 79 1/2

**CUSTOM FINISH SIZE OF DOOR:**

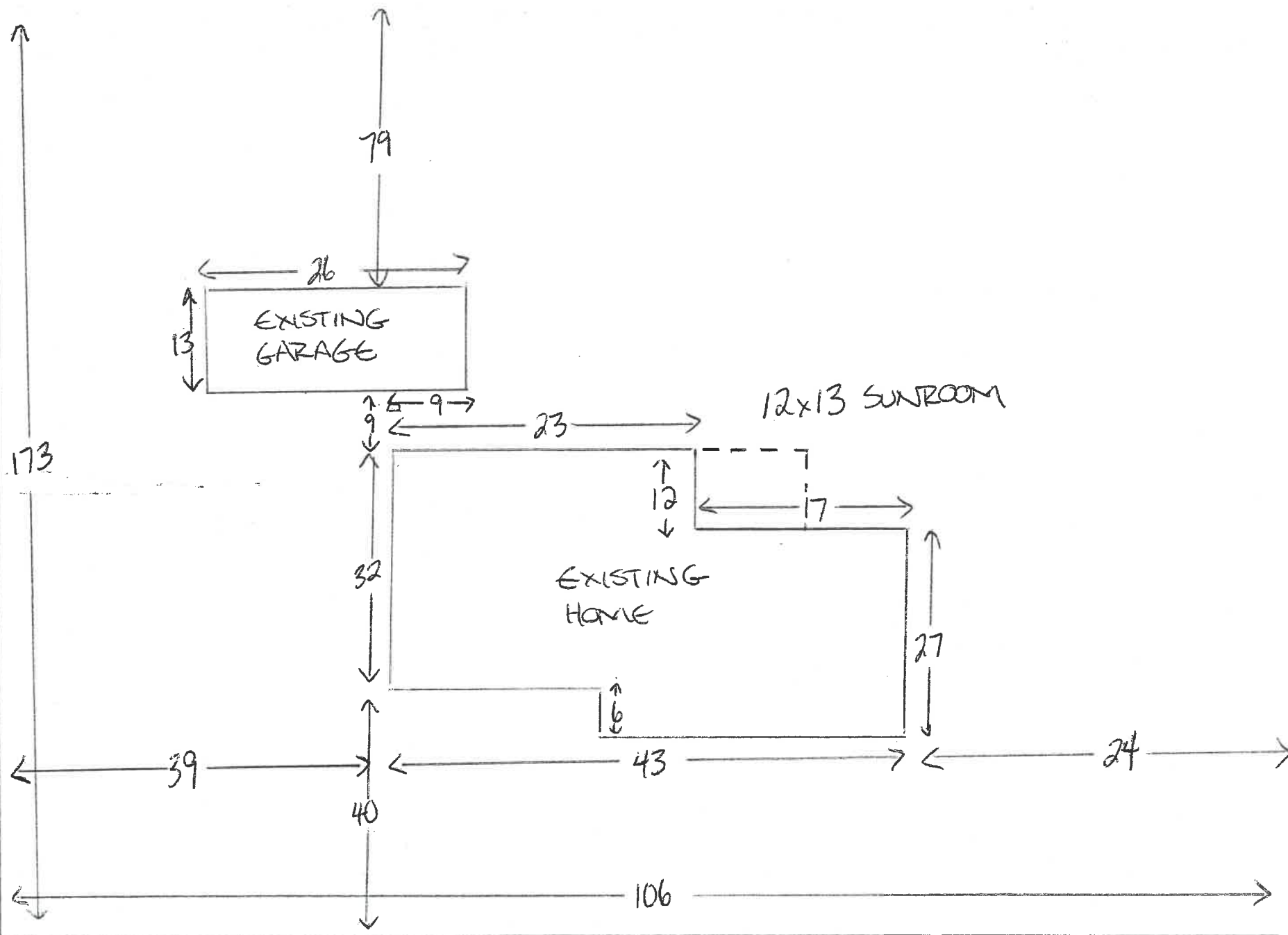
width X height

**DOOR OPERATIONS CALLED FROM INSIDE LOOKING OUT**

X = Operational Panel      O = Fixed Panel

DR 3

JEFFERSON ST.



BARTON  
333. E. MAIN ST  
NAPOLEON OH 43545

# PATIO ROOM PREP SHEET

CUSTOMER NAME: BARTON		JOB #: A02485	
ADDRESS: 333 E. MAIN ST.		DATE: 3/16/04	
CITY, STATE, ZIP: NAPOLEON, OH. 43545		ZONE:	
PHONE NUMBERS: HOME #: 419-599-7517		SALES REP: RIZO	
WORK #:		RECHECKED BY: HEER	
FLOOR SIZE	PROJ (IN.): 151	WIDTH (IN.): 192	SQ FT FLOOR: 201.3933333
FRONT WALL	LN IN.: 192	HEIGHT (IN.): 90	LN FT WALLS: 28.58333333
SIDE WALL (1)	LN IN.: 151	HEIGHT (IN.): 114	SQ FT ROOF: 252
SIDE WALL (2)	LN IN.:	HEIGHT (IN.):	ROOM STYLE: L-SHAPE
ROOF	PROJ (FT.): 18	WIDTH (FT.): 14	ROOM COLOR: WHITE
ATTACH TO OVERHANG	(Y/N)?:	GLASS TYPE: IG	FOUNDATION: R-CONTROL
OVERHANG PROJECTION	INCHES:	FASCIA HT. (IN.):	CONTRACT AMT: \$19,822.00
FLOORING / DECKWORK			NOTES:
6 1/2" Insulated R-Control Floor System	UNIT	I.M. AMT	SALES AMT
R-Control Flooring Placed On Existing Deck	Sq Ft	208	
Treated Deck (Regular Pattern)(No Steps/No Railing)	Sq Ft		
3/4" Treated Plywood Over Existing Deck	Sq Ft		
Steps Incl. Railing (6" Wide x 7" Rise x 12" Tread)	Ea	1	
Skirting, Lattice (Up To 48")	Ln Ft		
Wood Railing	Ln Ft		
2nd Floor (Over 4' Above Grade)	Per Job		
Trap Door (Standard Decks Only, Not On R-Control)	Ea		
Existing Floor / Deck (Incl. 1 Strong Back & 4 Posts)	Ea		
Saw Cut (Paid To Room Installer)(Up To 40')	Per Job		
Ente Products (Doors, Windows, Sliding, Cabinets, Etc.)	Ea		
<b>WALL SYSTEM</b>			
2" Wall System-Single Pane Tempered Glass	UNIT	I.M. AMT	NOTES:
2" Wall System-Double Pane Tempered Glass	Ln Ft	29	
Back Wall Height Upcharge (Over 120")(Sides Only)	Ln Ft		
Patio Door Wall System (Single Pane Glass)	Ln Ft		
Patio Door Wall System (Double Pane Glass)	Ln Ft		
Low-E / Argon Glass Option	Ln Ft		
Extra Door (Specify Door Type)	Ea	1	6" PATIO-BREAKTHRU
Existing Roof (Support Roof for Construction)	Per Job		
Wrap Existing Posts	Ea		
Cathedral Front Wall (Solid Fill)	Ln Ft		
Cathedral Front Wall Glass (Single Pane Up to 3')	Ln Ft		
Cathedral Front Wall Glass (Double Pane Up to 3')	Ln Ft		
Glass Wings (Single Pane Glass)	Ln Ft		
Glass Wings (Double Pane Glass)	Ln Ft		
Glass Transom / Glass Knee Wall (Single Pane)	Ln Ft		
Glass Transom / Glass Knee Wall (Double Pane)	Ln Ft		
<b>ROOF</b>			
Laminated Roof (Incl. Trim, Flashing, Downspout)	UNIT	I.M. AMT	NOTES:
Cathedral Style Roof (Incl. Beam & Wrapping)	Sq Ft	252	
Shingles Over Roof (O.S.B. Roof Panels Only)	Ea		
Build Saddle (Incl. Tie In & Finish Inside Rm)	Sq Ft		
Snow & Ice Guard (Charge 2 If L-Shape)	Per Job	2	
L-Shaped Tie-In / Chimney Mount / Irreg. Mount	Ea	1	
Remove Overhang (Incl. Frame, Shingle, Cover Inside)	Ln Ft		
4x4 Square Posts (Per 8' in Height)(Car Ports)	Ea		
9" Scroll Columns (Per 8' in Height)(Car Ports)	Ea		
<b>CONCRETE</b> (Min. \$300.00)(Concrete Invoice Only)	UNIT	I.M. AMT	NOTES:
Saw Cut (Paid To Concrete Installer)(In 40')	Per Job		
Tear Out Slab & Hold Away (Up To 4" Thick)	Sq Ft		
Footer (8" To 12" X 42") Poured	Ln Ft		
Slab 4" (Incl. Wire & Viqueuene)	Sq Ft		
Block (Inc. Sand Fill & Footer)(Per 8" Course)	Ln Ft		
Steps (Pre-Cast or Poured) (Incl. Hand Rail)	Ln Ft		
Other (Please Specify In Notes Section)	Ea		
<b>TEAR-OUT / MISCELLANEOUS</b>			
Break Through Header, Studs, Int. & Ext. Trim	UNIT	I.M. AMT	NOTES:
Remove Alum. Roof / Alum. Walls (Elect. Not Incl.)	Ea	1	
Tear Out Wood Railing	Sq Ft		
Remove Wood Roof / Deck / Steps (Elect. Not Incl.)	Ln Ft		
Remove Wood Walls (Elect. Not Incl.)	Sq Ft		
Remove Shrubs / Trees (up to 5') / Bushes Etc.	Ln Ft		
Permits	Ea		
Stamped Engineered Drawings (Certain Locations)	Ea		
Electrical Package (4-Outlet & 1-Fan or Light)	Ea		
Additional Labor (Please Specify In Notes Section)	Per Job		
Other (Please Specify In Notes Section)	Man Hrs	3	REMOVE SIDING
Promotional Items: Hot Tub, T.V., Credit Vouchers Etc.	Ea		
<b>NOTES CONCERNING PREP:</b>			
NEW PAD SIZE PROJ.(IN.) X WIDTH(IN.)			
6" PATIO-BREAKTHRU			

**Erie Construction  
Installation Invoice**

**INSTALLER NAME:** BARTON  
**CUSTOMER NAME:** 333. E. MAIN ST.  
**CUSTOMER ADDRESS:** NAPOLEON, OH. 43545  
**CITY, STATE, ZIP:**

**JOB # :** A02485

**DATE:**

FLOORING / DECKWORK	UNIT	AMNT	PRICE	TOTAL COST
6 1/2" Insulated R-Control Floor System	Sq Ft	208	\$2.50	\$520.00
R-Control Floored Placed On Existing Deck	Sq Ft		\$2.00	
Treated Deck (Regular Pattern)(No Steps/No Railing)	Sq Ft		\$2.50	
Treated Deck (Diagonal Pattern)(No Steps/No Railing)	Sq Ft		\$3.00	
3/4" Treated Plywood Over Existing Deck	Sq Ft		\$0.50	
Steps Incl. Railing (6" Wide x 7" Rise x 12" Tread)	Ea	1	\$35.00	\$35.00
Skirting, Lattice (Up To 48")	Ln Ft		\$2.00	
Skirting, Vinyl Or Solid Wood (Up to 48")	Ln Ft		\$3.00	
Wood Railing	Ln Ft		\$5.00	
2nd Floor (Over 4' Above Grade)	Per Job		\$75.00	
Trap Door	Ea		\$25.00	
Existing Floor / Deck (Incl. 1 Strong Back & 4 Posts)	Ea		\$100.00	
Saw Cut	Per Job		\$200.00	
Erie Products (Doors, Windows, Siding, Cabinets, Etc.)	Ea			
<b>WALL SYSTEM</b>	<b>UNIT</b>	<b>AMNT</b>	<b>PRICE</b>	<b>TOTAL COST</b>
2" Window Wall System	Ln Ft	29	\$7.00	\$203.00
Back Wall Height Upcharge (Over 120") (Sides Only)	Ln Ft		\$2.00	
Patio Door Wall System	Ln Ft		\$12.00	
Existing Roof (Support Roof for Construction)	Per Job		\$125.00	
Wrap Existing Posts	Ea		\$20.00	
Extra Door	Ea	1	\$30.00	\$30.00
Cathedral Front Wall (Glass)	Ln Ft		\$3.00	
Glass Wings	Ln Ft		\$3.00	
Glass Transom / Kneewall	Ln Ft		\$3.00	
<b>ROOF</b>	<b>UNIT</b>	<b>AMNT</b>	<b>PRICE</b>	<b>TOTAL COST</b>
Laminated Roof (Incl. Trim Flashing, Downspout)	Sq Ft	252	\$1.50	\$378.00
Cathedral Style Roof (Incl. Beam & Wrapping)	Ea		\$150.00	
Shingles Over Roof (O.S.B. Roof Panels Only)	Sq Ft		\$4.00	
Build Saddle (Incl. Tie In & Finish Inside Rm)	Per Job		\$500.00	
Snow & Ice Guard (Photo Must Be Included)	Per Side	2	\$200.00	\$400.00
L-Shaped Tie-In / Chimney Mount / Irreg Mount	Ea	1	\$75.00	\$75.00
Remove Overhang (Incl. Frame, Shingle, Cover Inside)	Ln Ft		\$10.00	
Scroll Columns / 4X4 Posts (Car Ports/Awnings)	Ea		\$30.00	
<b>TEAR OUT / HAUL AWAY</b>	<b>UNIT</b>	<b>AMNT</b>	<b>PRICE</b>	<b>TOTAL COST</b>
Break Through (Header, Studs, Int. & Ext. Trim)	Ea	1	\$150.00	\$150.00
Remove Alum. Roof / Alum. Walls (Elect. Not Incl.)	Sq Ft		\$0.50	
Tear Out Wood Railing	Ln Ft		\$0.50	
Remove Wood Roof / Deck / Steps (Elect. Not Incl.)	Sq Ft		\$2.00	
Remove Wood Walls (Elect. Not Incl.)	Ln Ft		\$2.00	
Remove Shrubs / Trees (up to 5') / Bushes Etc.	Ea		\$15.00	
Additional Labor (Please Specify In Notes Section)	Hrs	3	\$20.00	\$60.00
Load / Trip Charge	Zone:	2	\$90.00	\$180.00

**NO CHANGES MAY BE MADE TO THIS INVOICE  
ONCE SUB-CONTRACTOR COMMENCES WORK !**

TOTAL INVOICE AMNT: \$2,031.00

DATE COMPLETED:

A \$100.00 PER JOB RETAINAGE WILL BE HELD UNTIL A TOTAL RETAINAGE OF \$1000.00 HAS BEEN ACUMULATED  
**ALL INVOICES MUST BE SUBMITTED BY 12:00 FRIDAY TO BE PAID ON THE FOLLOWING FRIDAY**

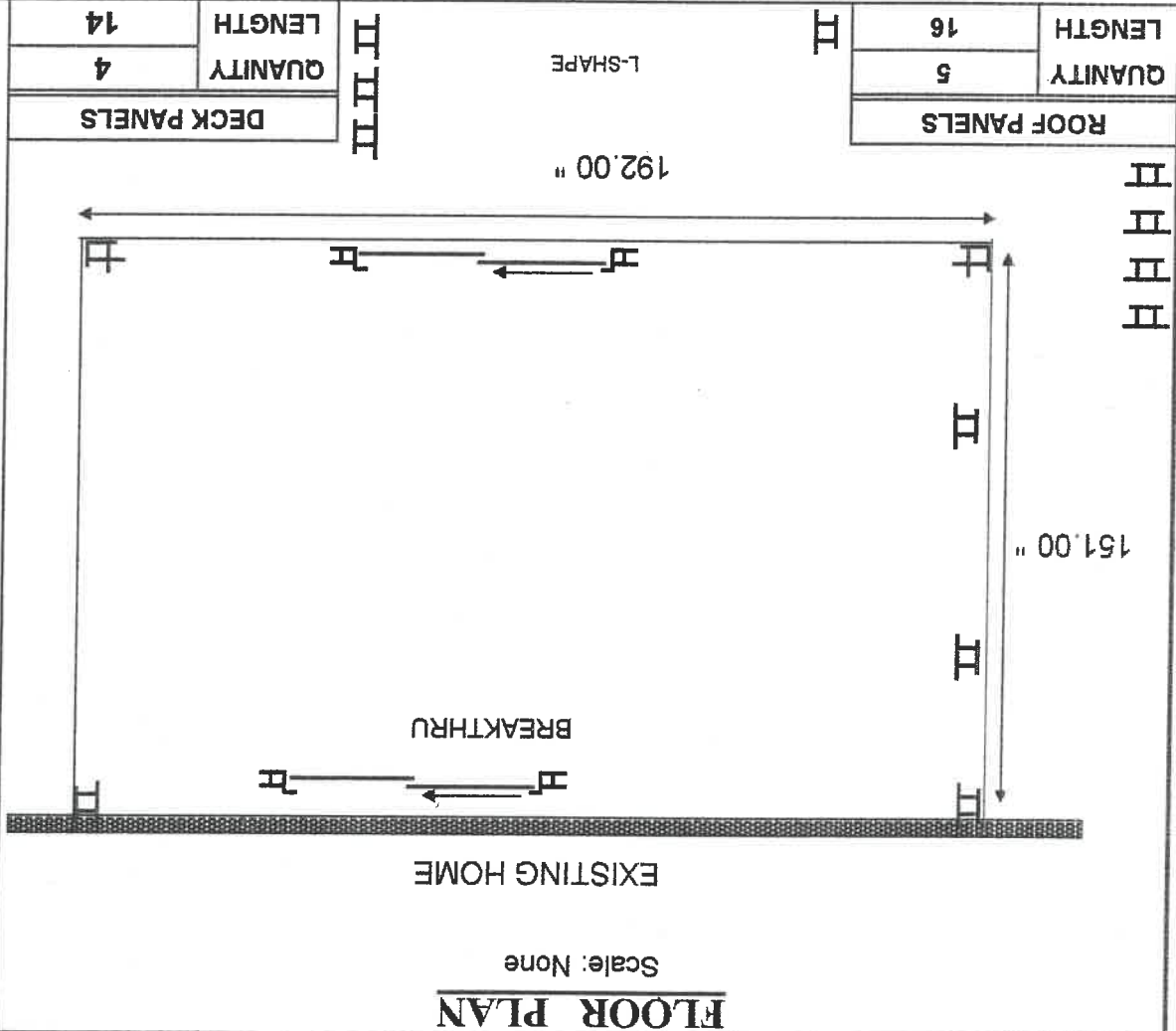
I HEREBY CERTIFY THAT ALL WORK HAS BEEN COMPLETED :

Subcontractor

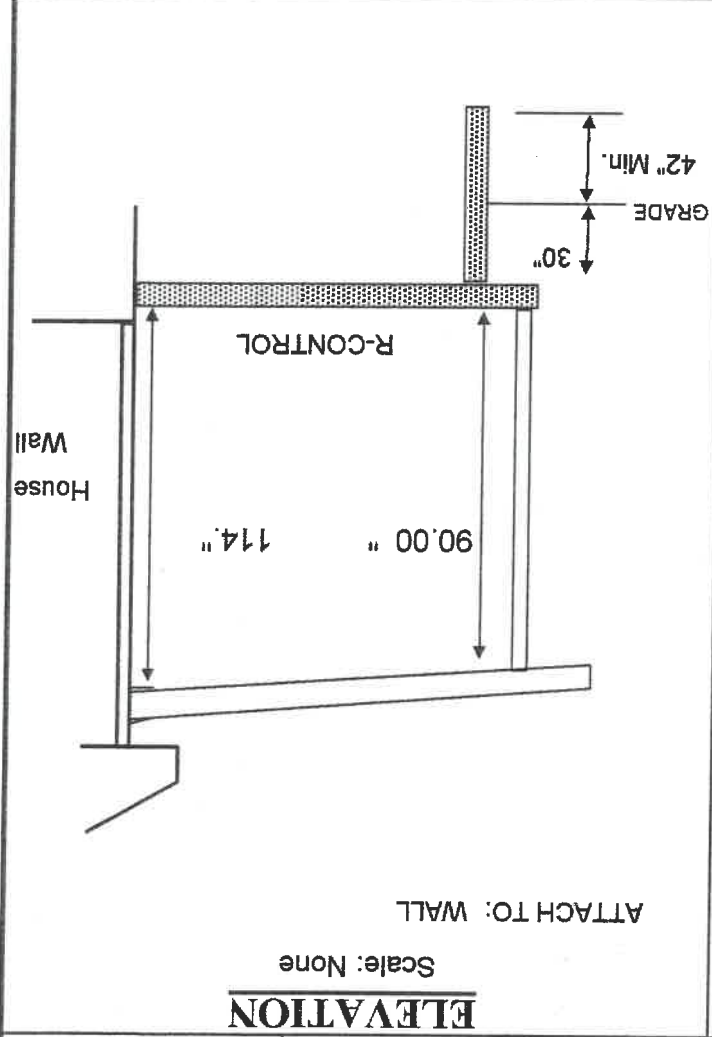
Date

APPROVED BY:

**NAME:** BARTON  
**ADDRESS:** 333. E. MAIN ST.  
**CITY/STATE/ZIP:** NAPOLEON, OH. 43545  
**HM PHONE:** 419-599-7517  
**WK PHONE:**  
**PROJECT #** A02485



**FLOOR PLAN**  
Scale: None

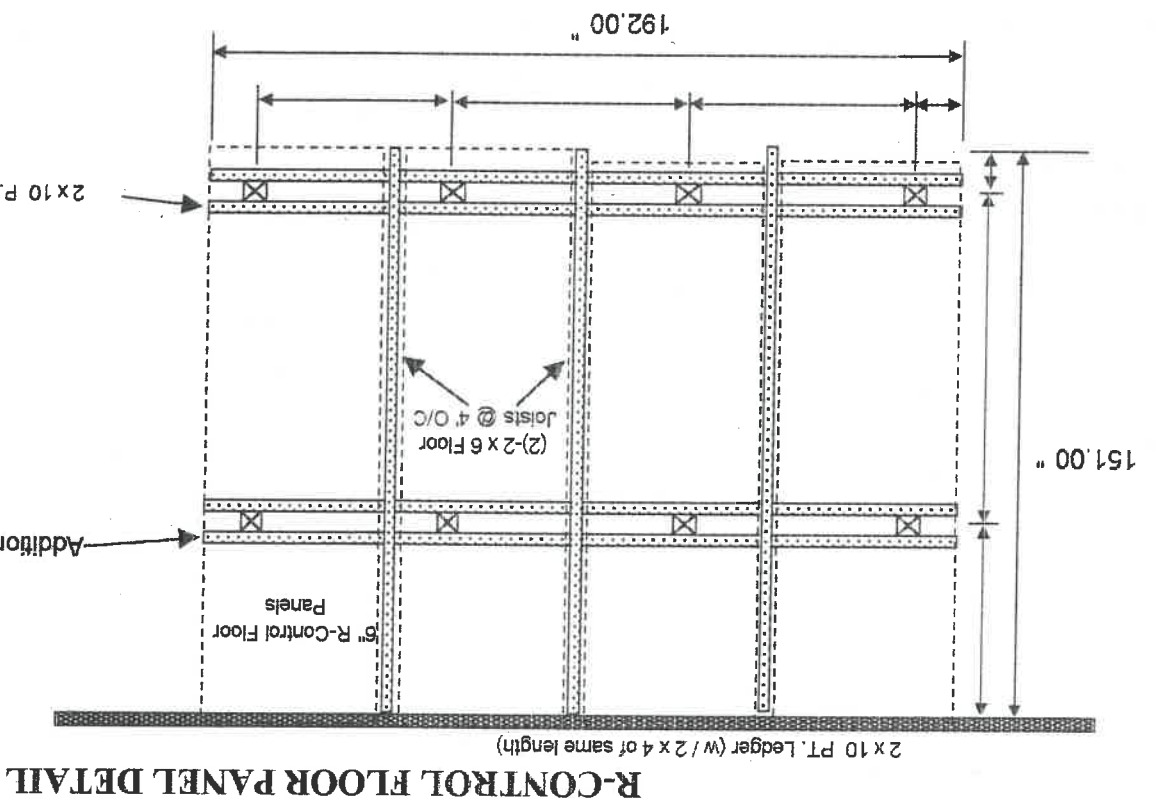
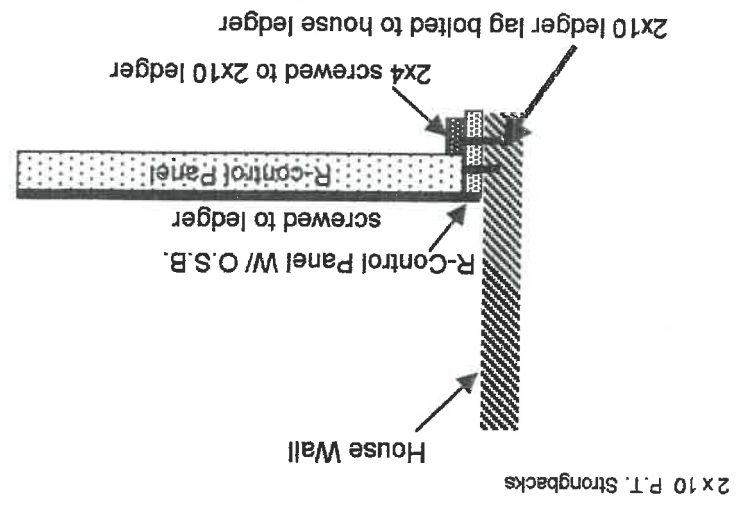
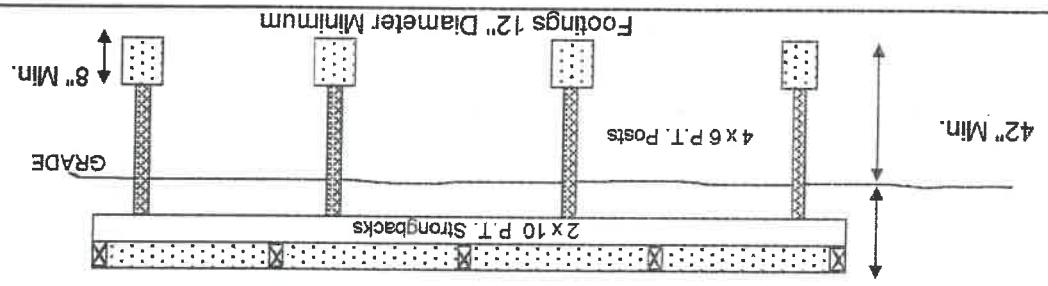


FACTORY NOTES: CHELSEA ROOM

**FRAME COLOR:** WHITE  
**GLASS TYPE:** IG  
**DOOR STYLE & OP.:** 2-6' WHITE PATIO XO  
**WALL PANEL COLOR:** WHITE  
**ROOF PANEL COLOR:** WHITE (ONLY)  
**ROOF TRIM:** WHITE

INSTALLER NOTES:

Additional Notes:

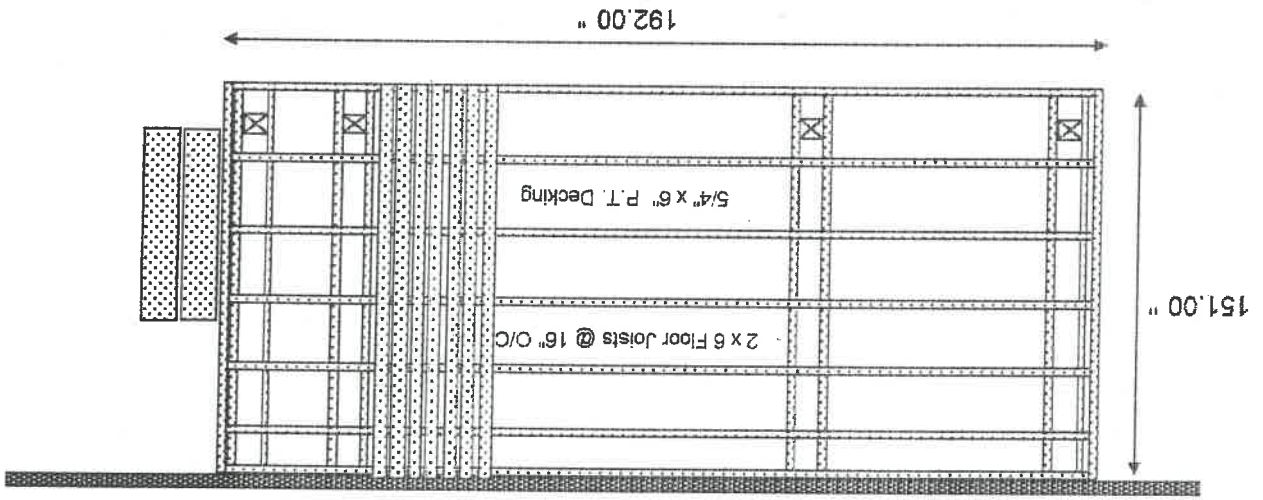
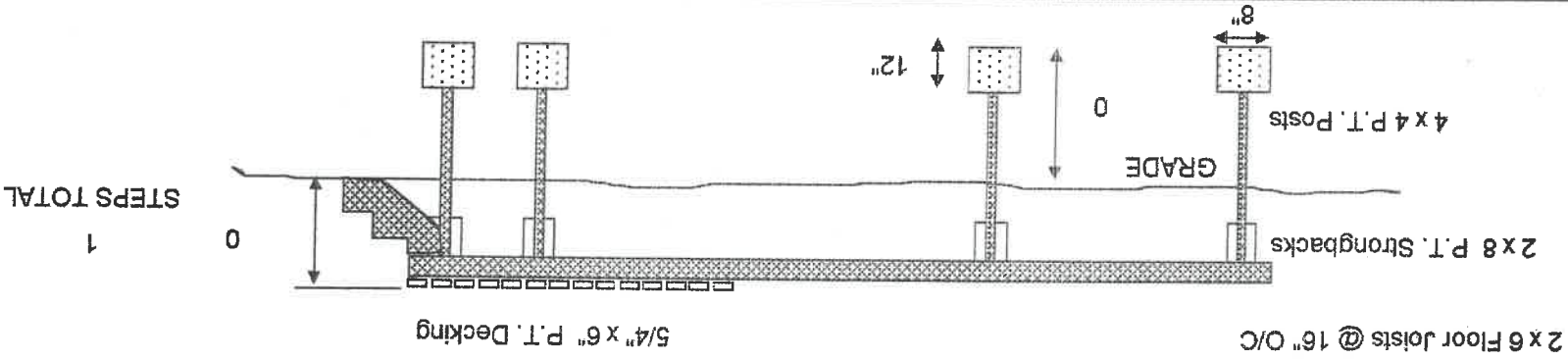


### R-CONTROL FLOOR PANEL DETAIL

NAME:	BARTON	PHONE:	419-599-7517	CITY / STATE:	NAPOLEON, OH. 43545
ADDRESS:	333 E. MAIN ST.	WK PHONE:			
PROJECT #	A02485				



Notes:



DECK DETAIL

PROJECT #	A02485
NAME:	BARTON
ADDRESS:	333 E. MAIN ST.
CITY / STATE:	NAPOLEON, OH. 43545
PHONE:	419-599-7517
W/K PHONE:	0

Erie Construction  
Billing Request

Job Name:  
Job # :

BARTON  
A02485

Contract Amount: \$19,822.00

Pre-Bill Amount: Room Invoice: \$2,031.00 % of Contract: 10.25%  
Concrete Invoice: % of Contract:

Payment Requested: Room Invoice: % of Contract:  
Concrete Invoice: % of Contract:

Total Pre-Bill Amount: \$2,031.00

Difference Between Pre-Bill And Payment Requested: \$ \_\_\_\_\_

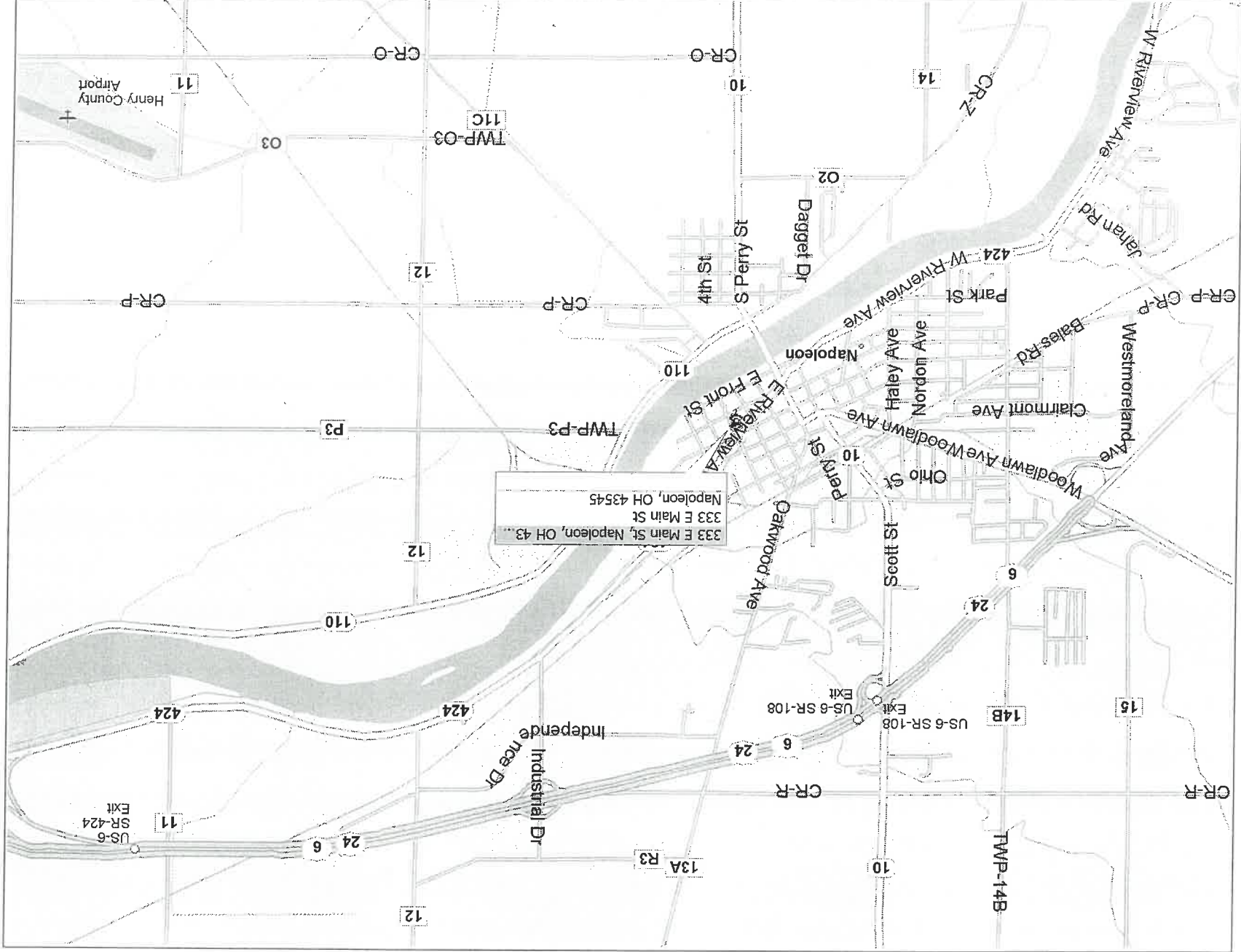
Amount Of Material Included In Bill: \$ \_\_\_\_\_

Is Repair Needed: YES NO

Repair Included: YES NO

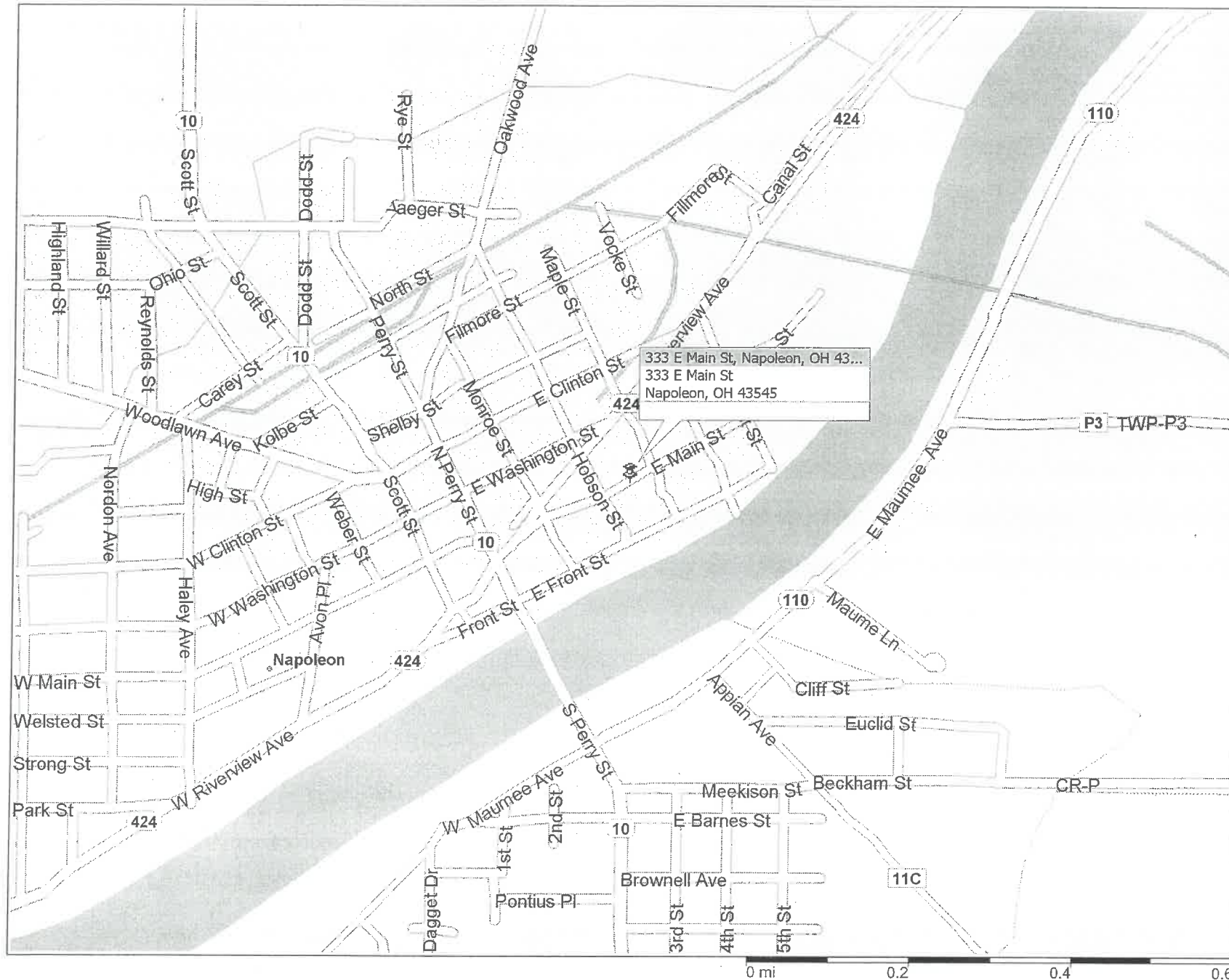
Billing Request Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

# Napoleon, Ohio, United States



333 E Main St, Napoleon, OH 43545  
333 E Main St, Napoleon, OH 43545

# Napoleon, Ohio, United States



0 mi 0.2 0.4 0.6