

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: 800 DATE ISSUED: 09-20-01 ISSUED BY: SKE
JOB LOCATION: 1044 WILLARD ST EST. COST: 18123.00

LOT #: SUBDIVISION NAME:
OWNER: ELLERBROCK, KEN AGENT: ERIE CONSTRUCTION MI
ADDRESS: 1044 WILLARD ST ADDRESS: 4271 MONROE ST
CSZ: NAPOLEON, OH 43545 CSZ: TOLEDO, OH 43606
PHONE: 419-592-7693 PHONE: 419-472-4200

USE TYPE - RESIDENTIAL: OTHER: #11

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: X ADD'N: ALTER: REMODEL:

WORK INFORMATION

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

WORK DESCRIPTION
WINDOW REPL & ADD

FEE DESCRIPTION	PAID DATE	FEE AMOUNT DUE
BUILDING PERMIT	10-01-01	75.00

TOTAL FEES DUE 75.00

DATE

APPLICANT SIGNATURE

*paid \$8.00
ske*



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PERMIT NO: 800 DATE ISSUED: 09-20-01 ISSUED BY: SKE
JOB LOCATION: 1044 WILLARD ST EST. COST: 14998.00

LOT #: SUBDIVISION NAME:
OWNER: ELLERBROCK, KEN AGENT: ERIE CONSTRUCTION MI
ADDRESS: 1044 WILLARD ST ADDRESS: 4271 MONROE ST
CSZ: NAPOLEON, OH 43545 CSZ: TOLEDO, OH 43606
PHONE: 419-592-7693 PHONE: 419-472-4200

USE TYPE - RESIDENTIAL: OTHER: #11

ZONING INFORMATION

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

BOARD OF ZONING APPEALS:

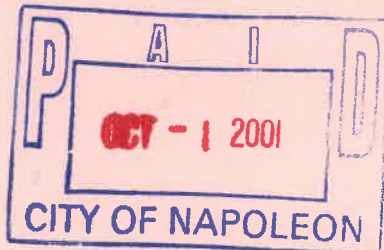
WORK TYPE - NEW: REPLMNT: X ADD'N: ALTER: REMODEL:

WORK INFORMATION

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

WORK DESCRIPTION
WINDOW REPL

FEE DESCRIPTION	PAID DATE	FEE AMOUNT DUE
BUILDING PERMIT		67.00



TOTAL FEES DUE 67.00

DATE

APPLICANT SIGNATURE

CITY OF NAPOLEON INSPECTION FORM

PERMIT #: 800

DATE ISSUED: 09-20-2001

JOB LOCATION: 1044 WILLARD ST

OWNER: ELLERBROCK, KEN

OWNER PHONE: 419-592-7693

CONTRACTOR: ERIE CONSTRUCTION MID WEST INC

CONTRACTOR PHONE: 419-472-4200

WORK DESCRIPTION: WINDOW REPL

PLUMBING: UNDGR _____ RGHIN _____ FINAL _____

SEWER INSP _____

MECHANICAL: UNDGR _____ RGHIN _____ FINAL _____

FURNACE REPLC _____ AIR COND _____

ELECTRICAL: UNDGR _____ RGHIN _____ FINAL _____

SERV UPGR _____

BUILDING: SITE _____ FTG _____ FNDDT _____

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: 11-12-01

NOTES: _____

INSPECTOR INITIALS: EMD

CITY OF NAPOLEON OHIO PERMIT APPLICATION

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

DATE 9-5-01 JOB LOCATION 1044 Willard

LOT # _____ SUBDIVISION NAME _____

OWNER Ken + Pat Ellerbrock PHONE 419-592-7693

OWNER ADDRESS 1044 Willard CITY Napoleon ZIP 43545

CONTRACTOR Erie Construction PHONE 800-469-1353

CONTRACTOR ADDRESS 5247 Secor Rd. #9 CITY Toledo ZIP 43623

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

DESCRIPTION OF WORK TO BE PERFORMED: Remove old windows / Install New Vinyl Repl. Wind.

ESTIMATED COST OF WORK TO BE PERFORMED: 14,998.00

WORK INFORMATION

BUILDING: Basement Floor Area _____ Sq. Ft.

2nd Floor Living Area _____ Sq. Ft.

BUILDING SIZE: Length _____ Wi _____ MO VOL _____

Masonry Contractor _____
Address _____

Electrical Contractor _____
Address _____

Plumbing Contractor _____
Address _____

Heating Contractor _____
Address _____ City _____

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

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 [Signature] Date 9-5-01

*Installer
Don Tomblin
You have him on
file.
also Please Advise
of the Fee Amount.
Thank you
[Signature]*

419-
480-
1337

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) 898-4888
 4271 Monroe Street - Toledo, Ohio 43606 - (419) 472-4200
 Customer Service 1-800-684-4628

THIS AGREEMENT, made and entered into between KEN & PAT ELLERBROOK (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 1044 WILLARD Street, in the City of NAPOLCHON, State of
IN Zip Code 43545 Telephone No. 419-592-7693 County/Township WENDU

SPECIFICATIONS

1. TO ERIG TO REMOVE & DISPOSE OF 15 VINYL WINDOWS FROM HOME
2. TO ERIG TO FURNISH & INSTALL 15 TECH-WELD 7030 VINYL REPLACEMENT WINDOWS IN WHITE.
3. (7) WINDOWS WILL BE DOUBLE-HUNG W/ 1/2 SCREENS + LARKS
4. (1) WINDOW WILL BE A 3-LITE SLIDER WITH FULL SCREENS + LARKS
5. (3) WINDOWS WILL BE 2-LITE SLIDERS WITH FULL SCREENS + LARKS
6. (2) WINDOWS WILL BE AWNING WINDOWS WITH FULL SCREENS + LARKS
7. (2) WINDOWS WILL BE HOPKIN WINDOWS WITH FULL SCREENS + LARKS
8. ALL WINDOWS WILL HAVE TINTED GLASS PAKES. GIVE TO OWNER WITH

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: IN FULL

A. Cash payment in full upon completion \$
 B. Contract Price, including tax \$ 14998 ; or PRICE INCLUDES TAX, WARRANTIES, PERMITS, INSTALLATION + ALLOWANCE CLEAN UP.
 Down Payment \$ 0
 Unpaid balance 14998
 Finance charges Annual Interest Rate %
 Total time balance
 Payable in consecutive monthly installments of \$ each.

1. 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.

- 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 hereunder, 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 arbitrator 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 22, Month 8, Year 01.

Contractor
By D. Scott / C. Komer
Sales Representative

APPROVED ON _____
By: _____
Name - Office Held _____

X Ken H. Ellerbrook
 X Pat A. Ellerbrook