



HISTORIC DISTRICT COMMISSION APPLICATION FOR WORK APPROVAL

City of Detroit - Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

APPLICATION ID

HDC2025-00439

PROPERTY INFORMATION

ADDRESS(ES): 1155 Clark St

HISTORIC DISTRICT: Hubbard Farms

SCOPE OF WORK: (Check ALL that apply)

- | | | | | | |
|---|---|--|---|---|--------------------------------|
| <input checked="" type="checkbox"/> Windows/
Doors | <input type="checkbox"/> Walls/
Siding | <input type="checkbox"/> Painting | <input type="checkbox"/> Roof/Gutters/
Chimney | <input type="checkbox"/> Porch/Deck/Balcony | <input type="checkbox"/> Other |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Signage | <input type="checkbox"/> New
Building | <input type="checkbox"/> Addition | <input type="checkbox"/> Site Improvements
(landscape, trees, fences,
patios, etc.) | |

BRIEF PROJECT DESCRIPTION:

Replacement of degraded and ill-maintained 1990s era vinyl windows, and four mix-aged wooden windows with modern premium double-paned windows installed by a professional contractor.

10 total windows, two casement windows on the 3rd floor, front of building, all other windows on the exterior 2nd floor, facing neighbors home, not visible from any public vantage point.

Current windows are old, inefficient, damaged by weather, time and water. Some non-functional.

APPLICANT IDENTIFICATION

TYPE OF APPLICANT: Property Owner/Homeowner

NAME: Anthony J Kaled

COMPANY NAME: NA

ADDRESS: 1155 Clark St Apt 7

CITY: Detroit

STATE: MI

ZIP: 48209-2482

PHONE: +1 (313) 424-2065

EMAIL: kaled.j.anthony@gmail.com

I AGREE TO AND AFFIRM THE FOLLOWING:

- ☒ I understand that the failure to upload all required documentation may result in extended review times for my project and/or a denied application.
- ☒ I understand that the review of this application by the Historic District Commission does not waive my responsibility to comply with any other applicable ordinances including obtaining appropriate permits (building, sign, etc.) or other department approvals prior to beginning the work.
- ☒ I hereby certify that I am the legal owner and/or occupant of the subject property and that the information on this application is true and correct.

Signed by:

Anthony J Kaled

NA

Anthony J Kaled

06/25/2025

SIGNATURE

DATE

1155 Clark St Apt 7

Detroit

MI

48209-2482

+1 (313) 424-2065

kaled.j.anthony@gmail.com

Questions? Contact us at hdc@detroitmi.gov or (313)224-1762



NOTE: Based on the scope of work, additional documentation may be required. See www.detroitmi.gov/hdc for scope-specific requirements.

PROJECT DETAILS – TELL US ABOUT YOUR PROJECT

Instructions: Add project details using the text box in each section. If your details exceed the space provided, attach the details via the attachment icon for that section.

ePLANS PERMIT NUMBER: (only applicable if you've already applied for permits through ePLANS)	N/A
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GENERAL

<p>1. DESCRIPTION OF EXISTING CONDITION <i>Please tell us about the current appearance and conditions of the areas you want to change. You may use a few sentences or attach a separate prepared document on the right. (For example, "existing roof on my garage is covered in gray asphalt shingles in poor condition.")</i></p> <p>Existing windows of primarily of a 1990s era vinyl, "off the shelf", replacement installed at some point prior to current owner's ownership of the building. Most are damaged, with some being non-functional due to age, water damage, wear & tear, or mechanical issues.</p>	
<p>2. PHOTOGRAPHS <i>Help us understand your project. Please attach photographs of all areas where work is proposed.</i></p>	
<p>3. DESCRIPTION OF PROJECT <i>In this box, tell us about what you want to do at the areas described above in box #1. (For example, Install new asphalt shingle roofing at garage.)</i></p> <p>Replace windows with new/efficient premium quality windows for the purposes of safety (windows opening properly), efficiency (windows being able to protect from energy loss), security from weather/rain (windows not leaking water), protection from animals and pests (windows being secured from pests and insects entering), and toward the end of ensuring modern windows fit the tenor and tone of the existing house structure & neighborhood.</p>	
<p>4. DETAILED SCOPE OF WORK <i>In this box, please describe all steps necessary to complete the work described in box #3. (For example, "remove existing shingles, replace wood deck as necessary, replace wood eaves, install roof vents, replace rotted fascia boards, paint, clean worksite.")</i></p> <p>Removal of existing windows, replacement with made-to-fit windows, insulation added where necessary internally.</p>	
<p>5. BROCHURES/CUT SHEETS <i>Please provide information on the products or materials you are proposing to install. For example, a brochure on the brand and color of the shingles proposed.</i></p>	

ADDITIONAL DETAILS

<div><div>6. WINDOWS/DOORS</div><div>Detailed photographs of window(s) and/or door(s) proposed for replacement showing the condition of the interior and exterior of the window(s) and/or door(s)</div></div>	<div><div></div></div>























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Customer Information

Appointment ID#: 3053339

Customer: Anthony Kaled

Primary Phone: (313) 424-2065

Email: kaled.j.anthony@gmail.com

Property Information

Street Address: 1155 Clark Avenue
APT 7

City, State: Detroit, MI

Zip: 48209

Home Type: Condo

Historic District: No

Billing Information ☒ Same as above

Payment Terms

Amount

Project Cost:	\$21,930
Sub Total	\$21,930
Customer Discounts:	\$8,415
FINAL PRICE:	\$13,515

Payment Details

Amount

Deposit	-
Amount Due Upon Substantial Completion	\$0
Finance Amount	\$13,515

***Any fees for required building permits will be billed to you separately. Permit fees cannot be included into any financing agreement and must be paid in full when due.**

Acknowledged by:



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WINDOWS

Package	Premium Series				Number of Windows	10	
Package Description							
Triple-pane glass with Smart Core™ insulated frame, Vinyl with fiberglass skeleton, Rated ENERGY STAR® most efficient, Maximum climate protection							
#	Building	Location	Style	W x H	Int Color	Ext Color	Trim Color
1	Home	Other	Double Hung	32 x 78	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 110.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grid H: 3, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext. Color: Beige - Almond (A/M/P), Grid V: 2, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
2	Home	Other	Double Hung	32 x 78	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 110.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grid H: 2, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext. Color: Beige - Almond (A/M/P), Grid V: 3, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
3	Home	Other	Double Hung	32 x 78	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 110.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grid H: 2, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext. Color: Beige - Almond (A/M/P), Grid V: 3, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
4	Home	Other	Double Hung	34 x 52	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 86.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grid H: 2, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext. Color: Beige - Almond (A/M/P), Grid V: 3, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
5	Home	Other	Double Hung	34 x 52	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 86.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grid H: 2, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext. Color: Beige - Almond (A/M/P), Grid V: 3, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
6	Home	Other	Double Hung	28 x 52	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Notes: This should be the bath facing the courtyard and does not need grids, Category: Traditional, Total UI: 80.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grids: No, Screen Type: Full Flex Screen						
7	Home	Other	Double Hung	28 x 62	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 90.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Tempered Glass: Yes, Grid H: 2, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext. Color: Beige - Almond (A/M/P), Grid V: 3, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
8	Home	Other	Double Hung	32 x 78	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Category: Traditional, Total UI: 110.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Obscured Glass: Frosted Half, Grid H: 2, Grid Coverage: Top Sashes Only, Grid Style: Colonial Flat, Ext.						



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	Color: Beige - Almond (A/M/P), Grid V: 3, Grids: Yes, Int. Color: Beige - Almond (A/M/P), Screen Type: Full Flex Screen						
9	Home	Attic	Double Hung	26 x 32	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Notes: No grids needed on courtyard bath or attic window, Category: Traditional, Total UI: 58.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grids: No, Screen Type: Full Flex Screen						
10	Home	Attic	Double Hung	26 x 32	Beige - Almond (A/M/P)	Beige - Almond (A/M/P)	(ALS) Almond
	Notes: Notes: No grids needed on courtyard bath or attic window, Category: Traditional, Total UI: 58.000, Current Window Ext. Color: Beige - Almond (A/M/P), Current Window Trim. Color: (ALS) Almond, Current Window Int. Color: Beige - Almond (A/M/P), Sills: No, Grids: No, Screen Type: Full Flex Screen						

- Custom-sized to your home
- Professional installation by licensed and certified experts
- Removal of all project debris

Your Premium Series Window Package Includes:

- ✓ Best-in-class window with advanced technology
- ✓ Triple-pane glass with SmartCore™ insulated frame
- ✓ Vinyl frame with fiberglass skeleton
- ✓ Rated ENERGY STAR® Most Efficient
- ✓ Maximum climate protection



TRANSFERABLE



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Your Home Improvement Contract

The customer ("Customer") listed herein (whether a single person or multiple people) jointly and severally agrees to purchase the goods and/or services as noted, in accordance with the prices and terms described in these Material Work Order and Terms and Conditions (the "Agreement"), and Customer has requested that such goods and/or services be installed and provided at Customer's address (the "Property") as noted. 1-800 HANSONS, LLC ("Contractor") agrees to install or cause to be installed, the products or services listed in this Agreement. The Customer represents and warrants that it is the owner of record for the Property, or otherwise has the right to enter into this Agreement in connection with the Property. To the extent the person(s) entering into this Agreement is not the title holder of the Property, the signer(s) below agree to all obligations, terms and conditions covered by this Agreement.

This Agreement represents a cash sale of goods and/or services. Full payment is due upon **Substantial Completion** ("SC") of the installation of the goods listed in this Agreement. SC is the stage or part of a construction project completed sufficiently to allow the Customer to occupy or use the Property. Aesthetic concerns not impacting the operation of the product does not prevent SC.

Customer agrees to pay in cash the cost of the goods and/or services purchased as described below, with full payment due upon SC of the job regardless of timing or approval of any financing Customer may seek for the purchase.

When payment is to be made via third-party financing, Customer agrees to sign a completion certificate upon SC of the installation of the goods. If the third-party financing expires prior to the Customer signing the completion certificate, the Customer is responsible for making alternate arrangements for payment and Contractor is not responsible for changes to any third-party financing terms.

Customer agrees that this Agreement constitutes the entire understanding between the parties and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed, or its terms modified or varied in any way unless such changes are in writing and agreed to by both Customer and Contractor.

Customer has read this Agreement and has received a completed, signed, and dated copy of this Agreement, including the accompanying Notice of Cancellation form.

Acknowledged By:

By signing, Customer acknowledges that they have read and agree to the terms and conditions of this Agreement.

Customer:

Anthony J. Kaled

Signed Date: 05/05/2025

1-800-HANSONS Certified Home Improvement Expert:

Alyssa Stokan

Alyssa Stokan

astokan@hansons.com

(313) 536-0281



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You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Michigan Residents Only: Additionally, the contractor is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

Colorado Residents Only: For roofing work on a residence, the contractor shall hold in trust any payment from you until the contractor has delivered roofing materials to the residential property site or performed a majority of the roofing work on the residential property.

LEAD SAFE PAINT PRACTICES

I acknowledge receipt of an electronic PDF copy of the pamphlet, "Lead Hazard Information for Families, Childcare Providers, and Schools," informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my home. I received this pamphlet before work began, and I understand that I can request, at any time, a printed copy of this brochure, or download it directly from this link <https://hansons.com/lead-safe/>

Customer 1: *Anthony J. Kaled*

Signed Date: 05/05/2025



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TERMS AND CONDITIONS

1. NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY CONTRACTOR TO CUSTOMER EXCEPT THOSE THAT ARE **EXPRESSLY** STATED IN THIS AGREEMENT **AND ANY FURTHER OR OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, OF ANY KIND OR NATURE, ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.** This Agreement cannot be changed by any conversations between Customer and Contractor. Any changes must be in writing and signed by Customer and Contractor. Changes may be communicated and agreed to through text message and/or email. Contractor or its manufacturer may at its sole option, upgrade a product to similar or higher quality.
2. **Consequential Damages/Contractor Liability** – Contractor shall not be liable for the following:
 - a. Damage to trees, shrubs, flowers, grass, or landscaping.
 - b. Shades, blinds, or any other window treatments that do not fit into the openings after work is completed.
 - c. Caulk fumes or any other fumes caused by building materials. Customer is responsible for airing out affected rooms prior to habitation.
 - d. Pre-existing building or other code violations existing at the time of this Agreement.
 - e. The reconnection or fitting of window AC units, electronics, or security systems.
 - f. Alarms or doorbells, except that in the event that Contractor damages Customer's doorbell, Contractor will attempt to replace with a wireless doorbell kit.
 - g. Reinstalling satellite dishes. Customer is responsible for contacting and paying provider to restore service.
 - h. Correcting ceiling sag or existing interior defects.
 - i. Animal or insect infestations.
 - j. Cleaning debris from or damage to unprotected property in Customer's attic.
 - k. Painting, decorating, or wood finishing.
 - l. Drywall nail pops, artwork or other items hanging on walls
3. **Workmanship Guarantee**
 As is further described in the Workmanship Guarantee provided to Customer, Contractor guarantees its workmanship under this Agreement. Customer should review the Workmanship Guarantee for specific terms and details regarding the scope of the guarantee. Customer may review the Workmanship Guarantee anytime at www.hansons.com/warranties. Contractor's guarantee may be voided if (a) the Customer fails to pay the contract amount in full when due; (b) the Customer fails to allow Contractor to remedy the alleged defect; (c) the Customer uses someone other than Contractor to repair or otherwise provide services on any item that would otherwise be covered by the guarantee; or (d) Customer fails to reasonably maintain products installed by Contractor.
4. **Delay/Unknown Conditions**
 - a. Events beyond the control of Contractor (including but not limited to, acts of God, labor strikes, inclement weather, material shortages, illness, material delivery delays, Customer's inability to obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the job) may delay performance by the Contractor. Due to all these factors outside the Contractor's control, Customer agrees that a specific date of completion is not a term of this contract. Delay resulting from any of these unknown conditions does not constitute abandonment of this Contract.
 - b. If Customer introduces unanticipated logistical requirements (including but not limited to the inability to move obstructions or limiting access to certain areas of the home, etc.). Customer will be responsible for any associated additional cost to perform work and/or agrees to remove item(s) where work is unable to be performed. Additionally if Customer refuses installation, Contractor, in its sole discretion, may consider the Agreement terminated and stipulated damages will be charged in accordance with paragraph 6. Should



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Customer not claim custom ordered items, these may be disposed of within 60 days after Contractor provides its demand to perform notice.

- c. Unforeseeable structural or architectural elements (including, but not limited to hidden wiring, plumbing, brick walls, etc.) may be discovered during construction that increases the cost and/or prevents project elements from being performed. Additionally, the need to replace weak, rotted, wet, or splintered wood may not be evident at the time of inspection. When such conditions are discovered, Customers may incur an additional fee beyond the amount listed in the original contract. If Contractor determines additional services or materials are necessary to complete the project, Customer(s) agrees to execute a change order with Contractor to cover the additional cost. Contractor may suspend performance if Customer(s) does not authorize or pay for this additional cost.
- d. In the event Contractor determines this Agreement cannot be performed as intended by the parties due to unknown conditions, incorrect pricing, unforeseen structural defects, pre-existing conditions to Customer's property, or other unknown conditions, Contractor may cancel this Agreement within 30 days of the discovery and notify Customer of such cancellation in writing. In the alternative, Contractor and Customer may amend the existing contract in writing if a mutually agreeable resolution can be reached. In the event Customer and Contractor cannot reach an agreement regarding completion of the project, Customer is required to pay for the estimated contract value incurred to date by Contractor.
- e. Contractor is not responsible for conditions beyond its control, including existing or developing spore or mold growth. Mold may be due to condensation that may form on or within walls or other surfaces resulting from pre-existing conditions in Customer's home and internal or external temperatures. Customer indemnifies and holds Contractor and its employees, authorized contractors, and their subcontractors harmless from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved.

5. Stipulations and Notifications

- a. Customer agrees to provide Contractor access to electrical service and running water free of charge.
- b. When any work is performed, paint, plaster, drywall may crack or loosen.
- c. Contractor does not guarantee against any wall or flooring dents, nicks, nail pops, paint scraping, or flaking.
- d. If a dumpster is needed for removal of debris, Customer agrees to have such dumpster placed in his or her driveway. Contractor is not responsible for any damage the dumpster may cause to the driveway.
- e. Many homes are not square and level which may be visibly noticeable. Contractor is not responsible for changing the structure of Customer's home to address these pre-existing conditions.
- f. In the unlikely event of ceiling damage to the interior caused solely by Contractor, Contractor agrees to pay for the painting of the damaged section only.
- g. Consequential damage to premises or material located on the premises: In the event of damage, Customer agrees to submit a claim to their insurance company and may request reimbursement for the deductible from the Contractor.
- h. Contractor will make best efforts to clean up job-related debris.

Roofing:

- i. Contractor performs its installation under the assumption that existing attic ventilation is free and clear of all obstructions. Any existing obstruction will render all warranties null and void.
- j. If replacement of joists or beams is necessary, there will be an additional charge for these services and materials.
- k. Customer shall expect a certain amount of debris in attic.

Windows:

- l. Customer may lose a certain amount of glass space/daylight opening when installing replacement windows, which are vinyl frames installed in existing window openings. The frames may be larger on replacement



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windows and Energy Efficient glass will have a light tinting. If, due to size constraints, Contractor is unable to manufacture the windows with triple pane, Contractor will substitute with double pane energy efficient Energy Star-compliant glass which may have a higher U-Value. Other options may impact rated U-values including grids and tempering. Casements, solid picture, bays/bows, certain other windows, and sliding Glass Doors may not have fiberglass inserts, which will not inhibit performance or strength.

- m. Customer is responsible for painting/staining and sealing any wood installed by Contractor within 90 days of installation. In the event interior wall surfaces are modified, Customer is responsible for all finish work (mud, tape, paint, etc.).
- n. Measurements contained in this Agreement are for pricing only. Later measurements may adjust openings for proper fit of replacement windows/sliding Glass Doors.
- o. Sliding Glass Doors come in standard sizes. If Customer requests or requires a special-order sliding Glass Door at the time of order, Customer(s) agrees to pay any additional cost as specified in this Agreement.

Bath:

- p. General cleaning instructions: for normal everyday cleaning, use cleaner with a soft washcloth and always rinse thoroughly with warm water after cleaning.
 - q. Recommended cleaners: Use only products whose labels state that they are safe for acrylic: dish soap and water and white vinegar. Diluted bleach should be used with caution. Always test cleaning products on a small area of the skirt before applying to the complete bath area. Do not use: Scrubbing Bubbles, any abrasive cleaners, Ajax, Comet, Tilex, Soft Scrub, Mr. Clean, nail polish remover, scouring pads, ammonia, Tough Act and powder or crystal drain cleaners. The use of these chemicals or products will cause a dull finish and will void the warranty.
6. **Stipulated Damages** – If Customer cancels, rescinds, or otherwise terminates this Agreement after the expiration of the applicable cancellation period provided for in Notice of Cancellation section of this Agreement (three business days), and Contractor accepts such cancellation, which shall be in Contractor's sole discretion, then Customer agrees to pay to Contractor the following to offset (1) Contractor's incurred costs in preparation for work and (2) damages, including lost profits as reasonably calculated by Contractor. The parties agree that the following formula is a reasonable estimate of the actual damages that Contractor will suffer if the Customer does not allow Contractor to perform this Agreement: **One third of the contract price plus Contractor's actual cost for any custom ordered products made for Customer's job.**

7. Choice of Law and Dispute Resolution

This Agreement shall be exclusively construed and governed by the laws of the State of Michigan, without giving effect to choice of law provisions thereof. Customer and Contractor (collectively referred to as "the Parties") agree that any dispute relating to or arising out of this Agreement shall be adjudicated in the State of Michigan by civil action or arbitration. Customer agrees that he or she will not assert a claim on behalf of, or as a member of, any group or class.

Except as described below, the Parties agree that litigation brought by either Party with respect to any claim made pursuant to this Agreement SHALL BE FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, DISTRICT OR CIRCUIT COURT IN OAKLAND COUNTY, MICHIGAN, OR THE APPROPRIATE STATE COURT(S) OF THE STATE OF MICHIGAN WHICH WILL HAVE EXCLUSIVE JURISDICTION. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

The Parties agree that when the total amount in controversy (damages claimed by Contractor combined with damages claimed by Customer and any other party subject to the litigation) exceeds \$49,999.00, the matter will be subject to binding arbitration upon a Party submitting a notice of the demand for arbitration with the other Party to this Agreement and with the American Arbitration Association (AAA). Each Party will pay their proportionate share of any fee associated with arbitration proceedings.

For cases with a total amount in controversy (as defined above) less than \$49,999.00, the matter will be subject to binding arbitration upon a Party submitting a notice of the demand for arbitration with the other Party to this



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Agreement and with the AAA. The Party electing arbitration is responsible for ALL costs associated with arbitration proceedings under these circumstances.

If initiated, arbitration will be conducted by one (1) arbitrator in accordance with and pursuant to the AAA under its construction industry arbitration rules of the AAA, to be HELD AND ARBITRATED IN THE DETROIT REGIONAL OFFICE OF THE AAA. The findings of the arbitrator shall be final and binding on all parties to this Agreement. The arbitrator shall award costs and attorney fees in accordance with the terms of this Agreement. This Agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. If a civil claim is initiated by either Party, the option for arbitration is waived unless a demand for arbitration is submitted (as described above) no later than (1) week after a party files its answer to the complaint or counter-complaint. Further information may be obtained, and claims may be filed at, any office of the American Arbitration Association, 1-800-778-7879, www.adr.org, or by mail at 120 Broadway, Floor 21, New York, NY 10271.

8. **Permits and Testing** – Contractor agrees to pull any required permits for the work described in this Agreement. Customer agrees to pay for the actual costs of the permit and any necessary fees and inspections. Contractor will bill Customer for these additional charges. Customer authorizes Contractor to apply for building permits on Customer's behalf from the city, village, or township where the property is located. Customer gives Contractor permission, and appoints Contractor, to sign Customer's name to the building permit application for the work in this Agreement. Customer authorizes Contractor to proceed with the installation while the application for a permit is pending. If the city, village, or township where the property is located requires code updates (such as smoke detectors), Customer must pay for those expenses. If the property is subject to other regulations that would affect the ability of Customer to install the materials covered by this Agreement because of deed restrictions, a homeowners' association, a historic district commission, or any other reason, then Customer is solely responsible for notifying Contractor of these restrictions and taking any action required to satisfy any regulations and/or restrictions which the property is subject regarding the installation of materials covered by this Agreement. This may include deed restrictions, a homeowners' association, a historic district commission, or any other similar regulation.

If Asbestos or other environmental tests are required for the project, Contractor agrees to subcontract any necessary asbestos or other material sampling and testing for the work described in the agreement. Contractor will directly bill Customer(s) for these charges. Customer(s) will be responsible for full payment of Asbestos or other testing once Contractor has ordered the testing. If any area requires Asbestos or other environmental remediation, Customer(s) will have the option to cancel the Material Work Order at no Penalty (minus costs of Asbestos or other testing) or independently hire an Asbestos abatement company to remove asbestos or other materials prior to Contractor beginning work.

9. **Notices** – All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered **personally or by mail**, addressed as follows: If to Contractor: to 977 E. 14 Mile Road, Troy, Michigan 48083. If to Customer(s): to the name and address or email address appearing in this Agreement.
10. **Legal Fees** – Should Contractor require the services of an attorney or collection agency for the enforcement of any provision of this Agreement, Customer agrees to pay Contractor's actual attorney fees, collection agency fees, process server fees, court costs, mailing costs, and any other associated costs and fees.
11. **ACH/Credit Card Authorization** – When Customer gives Contractor ACH information or provides Contractor with a credit card, any authorized amounts owed to Contractor will be withdrawn via ACH transfer or credit card transaction, if not paid by alternate means, within 5 business days of Substantial Completion. Contractor may charge a processing fee for credit card or other electronic payments. Any customer refunds will not include a refund of processing fees.
12. **Interest** – Any sums not paid shall bear interest at the highest legal rate, not to exceed one- and one-half percent per month (18% per annum), from the date of Substantial Completion, or from the date on the final demand letter, whichever occurs first.



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13. **Severability** – Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.
 14. **Telephone Recording** – For quality and control purposes, all incoming and outgoing calls are monitored and recorded.
 15. **Truck Roll Fee** – In the event the Customer requests Contractor dispatch a technician to Customer's home to address an alleged workmanship and/or product issue, Contractor may charge Customer a fee for such visit. Contractor shall disclose the amount of the fee upon Customer's request.
 16. **Assignment** – It is agreed that Contractor has the sole right at any time to sell, transfer, or assign this Agreement and the money to be paid under this Agreement.
 17. **The Telephone Consumer Protection Act of 1991** – www.federalregister.gov/documents/2016/11/16/2016-24745/telephone-consumer-protection-act-of-1991/ prohibits organizations from contacting a customer on his/her cellphone without prior express consent. Each communication attempt without prior written consent is a \$500 violation. 1-800-HANSONS may call and/ or text about its products and services at the phone number(s) Customer provided using an automatic telephone dialing system and/ or artificial or prerecorded voice technology. I understand I am not required to provide consent as a condition of purchasing from 1-800-HANSONS and I may revoke this consent by calling 1-800-426-7667.
 18. **Licensing Disclosures** – Visit www.hansons.com/licenses for current Contractor license information.
 19. **Iowa Sales-** Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the Customer. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, you may be required to pay the person or company even if you have paid the general contractor the full amount due. Therefore, check the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying your general contractor. In addition, when making payment to your general contractor, it is important to obtain lien waivers from your general contractor and from persons or companies registered as furnishing labor or materials to your property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry. The Mechanic's Notice and Lien Registry's Internet Web site address issos.iowa.gov/MNLR and its toll-free telephone number is 1-888-767-8683.
- Minnesota Sales-** (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.
- Minnesota law (Minn. Stat. Â§327A.02) contains important requirements you may have to follow before you may file a lawsuit or commence arbitration proceedings regarding an alleged breach of this statutorily warranty.
- Written Performance Guidelines (in accordance with Minn. Stat. Â§326B.809): Contractor warrants that all of the materials used in performing work will be new unless otherwise specified and that all work will be of good quality and in conformance with applicable building codes and laws. Contractor warrants that it will complete the work according to the plans, specifications, and other documents that comprise the agreement between the parties. Contractor warrants that the work will be performed as required by Minnesota Statutes Section Â§327A.01 et. seq. (Statutory Warranties).
- During the one-year period from and after the warranty date the home improvement will be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards and during the ten-year period from and after the warranty date the home improvement will be free from major construction defects due to noncompliance with building standards.



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Utah Sales- PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.



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WARRANTY

PREMIUM SERIES

These guarantees are provided by 1-800 HANSONS, LLC (the "Contractor") to the Customer listed on the Material Work Order. These guarantees do not take the place of any available manufacturer's warranty. Please consult your third-party manufacturer warranties for further coverage which are available for review at the time of contracting with 1-800 HANSONS.

- 1-800 HANSONS guarantees that the products and components thereof provided by 1-800-HANSONS will be free of manufacturing defects for as long as you and the subsequent owner reside in your home.
- 1-800 HANSONS guarantees to you that the installation work performed by 1-800-HANSONS will be free of defects due to workmanship for as long as you and the subsequent owner reside in your home.
- 1-800 HANSONS guarantees to you that should a panel of glass in a window installed by 1-800 HANSONS be accidentally broken, 1-800-HANSONS will provide a replacement panel at no charge to you or to the subsequent owner who resides in your home.
- 1-800 HANSONS guarantees to you that should a window screen installed by 1-800 HANSONS be accidentally torn, 1-800-HANSONS will replace the screen mesh at no charge to you or to the subsequent owner who resides in your home.

Obtaining Guarantee Service: To make a claim, you (the "Customer") can (1) submit a service request form online at hanson.com (2) send a written claim to 1-800 HANSONS, LLC at 977 E. 14 Mile Rd., Troy, MI 48083, (3) verbally submit a claim by contacting 1-800 HANSONS at (800) 426-7667, or (4) submit a service request e-mail to customerservice@hanson.com. Claims must be submitted to the Contractor promptly after discovery of the claimed defect and within the applicable guarantee period.

The Contractor will then schedule an appointment to inspect the premises within a reasonable period of time. If the Contractor decides to replace any or all product(s), and if such product(s) as originally installed is no longer available, the Contractor has the right to substitute product(s) of equal or better quality. Replacement of a product or component does not renew the guarantee period. If, at the Contractor's option, a purchase price refund is authorized, all guarantees are terminated, and repair, replacement, or removal of products shall become the Customer's sole responsibility. Warranties and guarantees become valid only after the Customer has made full payment in accordance with the Material Work Order or subsequent addenda. Non-guarantee calls for repair or adjustment will result in hourly fees for labor.

Screen Mesh Breakage Guarantee Claims: To make a claim, the Customer must bring the screen mesh to their local Contractor Branch Location for repair. The screen mesh breakage guarantee only applies to the screen mesh and does not apply to the screen frame. Once the screen mesh is repaired, the Customer will be notified it is ready for pickup.

Exclusions:

- Minor color or textural variations between products do not constitute installation defects.
- Other damage, workmanship, or material failure as determined by the Contractor.
- Damage ordinarily covered by a homeowner's insurance policy.
- Damages due to or arising from the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances.
- Condensation that may form on a window resulting from pre-existing conditions in a home and external temperatures. Reducing the humidity in the home will often remedy any condensation problems.

What Voids These Guarantees: Installation, removal, repair, adjustment, tampering, or re-installation of any products or components by other than the Contractor voids any and all guarantees within this document and the Contractor expressly disclaims any liability for any costs, defects, or damages with respect to such actions. Using non-approved cleaning agents.

Guaranty Transfer



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Subject to the other terms and conditions contained in this document, this guarantee is transferable one time to a subsequent purchaser of your home. It is your responsibility to initiate and submit an Application for Transferrable Guarantee to the Contractor. Please click on this link to print an Application for Guarantee Transfer Form <https://hansons.com/hansons-warranty.pdf>. The Contractor must receive copies of all sale of home paperwork; fully signed by both you and the subsequent homeowner. If the Contractor receives an Application for Guarantee Transfer Form within the 90 days of the date of sale of your home, upon inspection to the satisfaction of the Contractor or the Contractor's waiver of such inspection, this document shall transfer to the subsequent homeowner at no charge to you or to the subsequent homeowner. If the Contractor receives an Application for Guarantee Transfer Form beyond 90 days from the date of sale of your home, upon inspection to the satisfaction of the Contractor or the Contractor's waiver of such inspection, this document shall transfer to the subsequent homeowner provided the subsequent homeowner pays the Contractor a transfer fee equal to 10% of your original contract price with the Contractor.

Remedies and Rights: These guarantees are the only expressed guarantees provided by 1-800 HANSONS, LLC. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of 1-800 HANSONS any obligation, liability, or responsibility in place of or in addition to these guarantees. 1-800 HANSONS' LIABILITY TO YOU UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY 1-800 HANSONS UNDER YOUR SALES AGREEMENT WITH 1-800 HANSONS. IN NO EVENT SHALL 1-800 HANSONS BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF 1-800 HANSONS' PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



















