

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: AARON HEAD, COMMUNITY ENGAGEMENT MANAGER
SUBJECT: 984 LOGAN STREET – FAÇADE IMPROVEMENT GRANT
DATE: FEBRUARY 8, 2024

Attached is the Façade Improvement Grant Application submitted by Jeremy Hochstedler, property owner at 984 Logan Street. (Telemetry Properties).

The total project cost is estimated at \$46,375.74 with a maximum grant of \$23,187.87. This particular application is for removal and replacement of signage and replacement of 3rd floor windows.

After completion, all façade improvements must be inspected by the Program Administrator to verify work has been completed according to the Façade Improvement Agreement. "After" photos and paid invoices itemizing all eligible costs will be submitted to the Planning Department for verification. After all work has been completed and verified, funds will be disbursed.

If you have any questions prior to the meeting on February 23rd, please feel free to contact me at 317-776-6325 or at ahead@noblesville.in.us.



Façade Improvement Grant Application

Grant that you are seeking (check all that apply):

Small Projects

Substantial Façade
Improvement

Architectural
Design Assistance

Estimated Total Project Cost: \$46,375.74

Amount Requested: \$23,187.87

Address of property to be improved: 984 Logan St.

Applicant/Owner Information

Applicant Name: Jeremy Hochstedler

Applicant Mailing Address: 984 Logan St. Suite 200 Noblesville, IN 46060

Best Contact Phone Number: 317.999.7559

Email Address: hoch@telemetry.fm

Do you own or lease the property? Own

Property Owner Name (if different from applicant):

Owner Mailing Address:

Best Contact Phone Number for Owner:

Owner Email Address:

Property Information

Date of Construction: 1891

Number of Stories: 3

Is this building located on a corner? Yes No

Is this property listed on the National Register of Historic Places (either individually or as a contributing building in a National Register District)? Yes No

Is this property located in a local historic district or conservation district? Yes No

Is the first floor of the building currently occupied? Yes No

Name of Business: Telemetry Properties

Type: Commercial

Business Phone Number: 317.999.7559

Are any upper stories currently occupied? Yes No

Name of Business or Occupants: Telemetry Properties, Grindstone, et al

Type: Commercial / Restaurant / Offices

Business or Occupants Phone Number: 317.999.7559

I understand that the Façade Improvement Grant must be used for the project described in this application and that the Grant Review Committee must review the application and approve it prior to beginning construction. I understand that failure to comply with the approved application may result in losing my eligibility to receive funds.

I acknowledge that the City of Noblesville Economic Development Department is obligated only to administer the grant procedures and is not liable to the applicant, owner of third parties for any obligations or claims of any nature growing out of, arising out of or otherwise related to the project or application undertaken by the applicant and/or owner.

Signature of Applicant:  _____

Printed Name: Jeremy H. Hochstedler

Date: January 14, 2023

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
27th day of February 2024.

JACK MARTIN, PRESIDENT



JOHN DINSLEAR, MEMBER



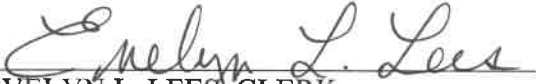
LAURIE DYER, MEMBER



ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

Bid/Estimate Summary Sheet

Note: Please attach all bids/estimates to this application. This form is a summary sheet only and may not serve as a substitute for actual preliminary cost estimate documentation. The bids should be itemized for each portion of the improvement project (signage, exterior painting, window repair, etc.)

Address of Property to be improved: 984 Logan St.

Itemized Description of Work: Window replacement

Bid #1 Submitted by: Bee Windows (Marvln Infinity)	Amount: \$79,825.00
Bid #2 Submitted by: Pella	Amount: \$44,390.75
Bid Preference: Pella	

Itemized Description of Work: Signage

Bid #1 Submitted by: Wagner Signs	Amount: \$1,894.99
Bid #2 Submitted by: Hoosier Sign Guy	Amount:
Bid Preference: Wagner Signs	

Itemized Description of Work: Click or tap here to enter text.

Bid #1 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid #2 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid Preference: Click or tap here to enter text.	

Itemized Description of Work: Click or tap here to enter text.

Bid #1 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid #2 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid Preference: Click or tap here to enter text.	

Please make sure to indicate which bid you prefer for each description of work listed above.

Proof of payment (invoices and receipts) and at least one "after" picture are required for reimbursement after project completion.

984 Logan St. Façade Grant

Written Description of the Current Condition of the Property

The current sign is of "Nova 29" which is the previous building owner and no longer in business. The wood windows throughout the building are rotting, non-functional, and not secure (don't lock).

Detailed Plans Outlining the Project

The project plan is to remove the "Nova 29" sign and silver protrusion hanging off the wall. We will then insert the dimensional Telemetry Sports sign above the 984 door to the office portion of the building. The plan is to replace the third story windows with black fiberglass windows that won't require painting.



Wagner Signs Inc.
 2802 E Troy Ave
 Indianapolis, IN 46203
 Ph: (317) 788.0202
 Web: Wagner-Signs.com

Estimate #: 28553

Option: B

Created Date: 9/14/2023 12:04:41PM Salesperson: House Account Email: sales@wagner-signs.com Office Phone: (317) 788.0202 Office Fax: (317) 788.1579	Prepared For: Telemetry Sports Contact: Jeremy Hochstedler Office Phone: (317) 999.7559 Email: jhochstedler@gmail.com Address: 984 Logan St. Noblesville, IN 46080
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Description: (PWI) Entrance Door Signage | Remove/Dispose of Existing (Includes Installation)

ESTIMATED PRICE VALID FOR 30 DAYS.

Please help avoid costly mistakes by going over all details of this proposal. Before signing agreement documents, check that the sizes, colors, quantities & configurations are the ones you intended. City code compliance & sign permits are the responsibility of the property owner. Wagner Signs provides permit procurement services upon request.

The following items are needed to place your order - Production timeline begins upon receiving the following: - Signed estimate | Signed final visual design Thank you for choosing Wagner Signs!

Option: B

		Quantity	Unit Price	Subtotal
1	Product: Permit Procurement Description: City Government Fees & Permit Procurement Services	1	\$450.00	\$450.00

- Permit package to submit to city:
 - >Sign Elevation drawings to scale
 - >Plot plan with sign location to scale
 - >Permit application
 - >Legal description
 - >Authorization letter from property owner

- Permit Procurement Services
 - >Travel & Procurement Time:
 - >Design & File set up Time:

- Permit & Application Fees
 - >City Government Fees:

		Quantity	Unit Price	Subtotal
2	Product: Custom Fabricated Sign Description: Wall Panel w/Dimensional Letters	1	\$757.00	\$757.00

- > Qty: 1
- > Size: 62-5/8"w x 23"h
- > Mat'l: 6mm ACM
- > Image: Dimensional Letters
- > Finish: Auto Painted Satin
- > Mount: Mechanical Fasteners
- > Hardware & Assembly



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		Quantity	Unit Price	Subtotal
3	Product: Installation Description: Installation: Exterior Building Identification > Remove / Dispose Existing Awning with Dimensional Letters > Install Qty:1 - Wall Panel to existing Wooden Backboard Includes (Schedule / Load / Travel / Site work / Vehicle & Fuel Charge) • 2.5 hr of Install Time. • Using a Crew of 2 Personnel. • 1.25 hr of Travel Time.	1	\$575.00	\$575.00
		Quantity	Unit Price	Subtotal
4	Product: Processing Description: Product Solution Services Includes: > Site Survey / Visuals / Submittals / Approvals / Billing / Print & Production Files / Blueprints	1	\$150.00	\$150.00
		Quantity		Subtotal
5	Product: Additional Project Information Description: Timeline for this order is a 24-28 business days process to completion. Schedule commitments cannot be made until both signed approval documents have been received and payment terms met.	1	\$0.00	\$0.00

Estimate Total:	\$1,932.00
Subtotal:	\$1,932.00
Taxes:	\$52.99
Total:	\$1,984.99

Payment Terms: Balance due upon receipt of invoice unless other payment terms are indicated on the order. If choosing to pay by credit card, a 3.5% transaction fee applies.
 ACH Payment Information: Routing/Transit # 021052053 | Account # 57710961
 *Balances exceeding 90 days may be subject to a monthly 1.5% Finance Charge on the outstanding balance.
 City code compliance & sign permits are the responsibility of the property owner. Wagner Signs provides permit procurement services upon request.

Client Reply Request for Option: B

Estimate Accepted "As Is". Please proceed with Order.
 Changes required, please contact me.

Other: _____
 SIGN: _____ Date: / /



4484 S State Rd 19
Tipton, IN 46072
317.984.5500

PROPOSAL

240031-01

Date: 01/16/2024

Expires: 02/15/2024

Drawing Numbers:

Project: Telemetry Sports
984 Logan Street
Noblesville, IN 46060

Client: Telemetry Sports
984 Logan Street
Noblesville, IN 46060

Contact: Jeremy Hochstedler 3179997559 hoch@telemetry.fm

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
1. Manufacture the following:	
A. One (1) set of FCO letters/logo mounted to a black 1/8" aluminum sheet	\$2,270.75
2. Removal of "Nova 29" and "Offices" signs and installation of the new sign	\$1,295.00
Deposit Rate: 50%	Subtotal: \$3,565.75
Deposit: \$1,862.35	Tax: \$158.95
	Total: \$3,724.70

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Warranty: 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

Terms: 50% advanced deposit with balance due upon completion of project.

Salesperson: Andrew Whitehead

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



PROJECT INVESTMENT

One Year Price	\$175,981
Volume Discount	\$65,113
Home Showcase	\$22,174
Manufacture Rebate	\$8,869
Cash Discount	\$0
	\$175,981
TOTAL SAVINGS	\$96,156.00
DEPOSIT	
BALANCE	\$79,825



PAYMENT OPTION 1

Fixed 7 Year

Per Month

1321.90

PAYMENT OPTION 2

Fixed 10 Year

Per Month

1049.70

PAYMENT OPTION 3

Fixed 12 Year

Per Month

949.92

PAYMENT OPTION 4

Fixed 15 Year

Per Month

852.53

PAYMENT OPTION 5

Up to 22 Month's SAC

NO Down Payment

NO Interest

NO Payments

Per Month

0.00

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PROJECT SPECIFICATIONS

Jeremy Hochstedler
984 Logan St
Noblesville IN 46060
(317)999-7559

I would like to thank you for the opportunity to design your project and earn your business. I have detailed out the specifics of the project, itemized for your review and added some payment options.

****ATTENTION**** DUE TO THE VOLITILITY IN THE COST OF MATERIALS AND LABOR THIS OFFER IS GOOD FOR 48 HOURS ONLY! This offer may also contain Manufacture Rebates and are valid on a first use basis. Please call to make sure they are still available.


In addition to the highest quality products and installation process in the industry, you can expect to receive the following:

Bee Window - 40 Years in Business Family Owned & Operated
Double Lifetime Transferable Warranty 100% Coverage
Owners Personal Cell Phone Number Given to Every Customer
Over 80,000 Satisfied Customers
Energy Star Rated Products
Full Time Employed Installers with Average of 17 Years of Experience
AAA Better Business Rating
4.5 Star Google Rating with over 500 reviews
Guild Quality Rating of 97%
Professional Communication Process Throughout the Experience

Sincerely,

Vic Holove
Project Manager
Bee Window, INC.
(317) 456-0305
vic.holove@beewindow.com

All Windows

Window Item	Window Style	Insert Double Hung	Window Brand Marvin	Marvin Infinity
	Location	3rd floor windows in 984 Logan st commercial bldg	Size	36 x 78
	Screen Size	Half	Quantity	14
	Low E	189 Glass	Inside Color	Black
	Outside Color	Black	Grid Options	11/16" GBG Equal Lites
	Hardware	White		
	Notes for Measure			
Window Item	Window Style	Insert DH Picture	Window Brand Marvin	Marvin Infinity
	Location	3rd floor windows, transoms above DH	Size	36 x 24
	Screen Size	None	Quantity	14
	Low E	189 Glass	Inside Color	black
	Outside Color	Black	Grid Options	11/16" GBG Equal Lites
	Hardware	White		
	Notes for Measure			

Additional Details

Additional Information

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984 Logan St
Noblesville IN 46060
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	Notes for Measure			

Additional Details

Additional Information

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Contract - Detailed

Indianapolis Experience Center
 4705 E 96th St
 Indianapolis, IN 46240

Sales Rep Name: Siddiqui, Adam
 Sales Rep Phone: 317-872-9927
 Sales Rep Fax:
 Sales Rep E-Mail: apsiddiqui@mccombpella.com

Customer Information	Project/Delivery Address	Order Information
Jeremy Hochstedler 984 Logan St NOBLESVILLE, IN 46060 Primary Phone: (317) 9997559 Mobile Phone: Fax Number: E-Mail: hoch@telemetry.fm Great Plains #: 1007633762 Customer Number: 1011373253 Customer Account: 1007633762	Jeremy Hochstedler - 984 Logan St., Noblesville, I 984 Logan St. Lot # Noblesville, IN 46060 County:	Quote Name: Impervia SH Order Number: 728 Quote Number: 17704095 Order Type: Installed Sales Payment Terms: Tax Code: EXEMPT Quoted Date: 1/10/2024

Line #	Location:	Attributes	Qty
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10	3rd floor	Impervia, Single Hung, Impervia, Direct Set Fixed Frame Rectangle, Black	14
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PK #
2155

Viewed From Exterior

1: SizeNon-Standard Size Single Hung, Equal
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, Matte Black
Screen: Half Screen, InView™
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 08|11, Clear Opening Width 33.4375, Clear Opening Height 34.9375, Clear Opening Area 8.112658, Egress Meets Typical 5.7 sqft (E) (United States Only)
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W3H / 3W3H), Black, Black

2: Fixed Frame Direct Set
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-257-00206-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H), Black, Black
Horizontal Mull 1: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Customer: Jeremy Hochstedler

Project Name: Jeremy Hochstedler - 984 Logan St., Noblesville, I

Order Number: 728

Quote Number: 17704095

Line #	Location:	Attributes	Qty
15	None Assigned	24" wide Aluminum Coil, Length: 600, Black	<u>3</u>
	PK # 2155	1: Accessory General Information: 24" wide Aluminum Coil Exterior Color / Finish: Painted, Standard Enduraclad, Black	

Viewed From Exterior

Line #	Location:	Attributes	Qty
20	None Assigned	Installation Sealant, Black	<u>18</u>
	PK # 2155	1: Accessory General Information: Installation Sealant Exterior Color / Finish: Painted, Black Interior Color / Finish: Not Applicable Interior Package: Individual Tubes	

Viewed From Exterior

Line #	Location:	Attributes	Qty
25	None Assigned	01HP0000 - Pella Great Stuff Pro Gun Foam	<u>7</u>
	 PK # 2165	1: Parts Catalog Pella Parts Selector: Bundles, Bundles, Bundles, 01HP0000, Great Stuff Pro Gun Foam, 01HP0000,	

Viewed From Exterior

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Customer: Jeremy Hochstedler

Project Name: Jeremy Hochstedler - 984 Logan St., Noblesville, I

Order Number: 728

Quote Number: 17704095

Line #	Location:	Attributes	Qty
30	None Assigned	IND DRY INST 2WIDE - IND Vinyl Drywall Return 2-wide Pocket Install	14

Line #	Location:	Attributes	Qty
35	None Assigned	IND 3RDSTORYWWINSTAL - 3rd Story Window Install	14

Line #	Location:	Attributes	Qty
36	None Assigned	PRE 1978 FULOPEN - Pre 1978 Lead Install per opening	14

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Customer: Jeremy Hochstedler

Project Name: Jeremy Hochstedler - 984 Logan St., Noblesville, I

Order Number: 728

Quote Number: 17704095

Line #	Location:	Attributes	Qty
40	None Assigned	TRIMQUICK IMPBL - DS175B-12 - Impervia Black 12ft - Trim Quick (Stock)	30

Thank You For Purchasing Pella® Products

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 1/12/2024

Contract - Detailed

Page 4 of 8

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) Information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at pella.com.

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

Terms and Conditions - Retail

The "SELLER" referred to in these Terms and Conditions is McCOMB WINDOW & DOOR CO., INC.

- General** - This Contract is binding upon Seller only if signed by the Customer within thirty (30) days of the date appearing on the first page hereof and accepted by the Seller at its local office. If this Contract is not accepted by Seller, Customer will be notified within fourteen (14) days. Shipments, deliveries and performance of work by Seller shall at all times be subject to Seller's approval of Customer's credit. Seller reserves the right at any time to revoke any credit extended to Customer for any reason deemed good and sufficient to Seller and may at any time decline to make any shipment, delivery, or perform any work except upon receipt of payment, security, or other terms and conditions satisfactory to Seller. This Contract is based on the quantities, unit sizes, and unit numbers of the goods, products and accessories thereto as listed and specified in the applicable pages hereof and is limited to the provisions (including price), terms and conditions contained herein, and is subject to additional charges in the event of changes or cancellations. Customer agrees to carefully check all goods, products and specifications listed herein prior to signing this Contract.

This Contract constitutes the sole and complete agreement between Seller and Customer and no statement, representation, or agreement, written or verbal, not appearing in this Contract shall be enforceable against Seller, excepting Change Orders prepared on a form furnished by Seller and signed by Customer or their duly authorized agent.

Seller is an authorized distributor of products manufactured by the Pella Corporation ("Pella"). Seller also distributes and handles goods and products produced by other manufacturers. No representation is made or intended that Seller deals exclusively or solely in Pella products and any statement or representation to the contrary is expressly disclaimed. Seller has made every reasonable effort to identify by model or series name the manufacturer of the goods and products listed in this proposal. In all events Customer should inquire of their Sales Representative if there is a question as to the original manufacturer of the goods and products listed herein.

- Payment Terms** - Upon signing this Contract (and unless other payment arrangements are then being offered by Seller), Customer shall pay Seller fifty percent (50%) of the Contract Price (the "Initial Payment"). Customer understands that the goods and products which are the subject of this Contract are to be custom manufactured to Customer's specifications and are not subject to resale or reworking. Except in the case of a timely written notice to Seller of Customer's "Right to Cancel", as permitted under applicable law, the Initial Payment is not refundable. The Contract Price balance will be paid by Customer to Seller prior to the delivery of the goods and products to Customer or, in the case of an "Installed Sale", immediately upon substantial completion of the Project and before installation of any accessories. All payments are to be made to McCOMB WINDOW & DOOR CO., INC., 5425 W. 74th St., Suite 200, Indianapolis, Indiana 46268.

Seller's invoices and any Contract Balance remaining unpaid after 30 days will be assessed late payment charges upon the unpaid balance in the amount of 1.5% per month until paid. In the event Seller refers the Customer's unpaid Contract Balance to legal counsel to enforce payment, Seller shall be entitled to recover its reasonable attorney's fees and all costs and expenses of collection. Customer hereby consents to the exclusive jurisdiction and venue in the state courts of Marion County, Indiana, and Customer hereby waives the right to trial by jury and all defenses of lack of personal jurisdiction, improper venue, and forum non conveniens.

- Delivery and Inspection** - Customer agrees to carefully inspect all goods and products upon delivery and to report immediately to Seller in writing any shortage or damage to any goods and products so delivered. Claims for alleged defects in goods and products shall be deemed waived unless made in writing and delivered to Seller at 5425 West 74th Street, Suite 200, Indianapolis, Indiana 46268 within seven (7) days of receipt of the goods and products by Customer. Customer shall afford Seller prompt and reasonable opportunity to inspect all goods and products as to which any claim is made. Seller reserves the right to make delivery in installments. All such installments may be separately invoiced and shall be paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries. Seller shall not be liable for failure to deliver or delays in delivery occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Seller's control.
- Seller's Security** - Seller retains title to the goods and products covered by this Contract until full payment is received, and the goods and products shall remain for all purposes personal property and shall not become part of the real estate regardless of the whether installed in, on or upon the property or improvements of Customer. Seller expressly reserves all rights to assign all contractor's, mechanic's and materialman's liens under any provision at law or equity to secure payment of the Contract Price hereof.
- Returns** - See the Seller's Returns Goods Policy, which is incorporated herein by this reference, and a copy of which is available upon request. **CUSTOM SIZED UNITS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCES.**
- Information on Pella Products** - Pella products are standard glazed to withstand a minimum of 20 psi pressure. Specific code requirements, wind loading and/or design specifications may require special glazing. Unless specifically noted or ordered, Pella products are not provided with safety glass. Glass installation in areas subject to human impact must be safety-glazed according to the *Safety Standard for Architectural Glazing Material* (16CFR 1201), issued by the U.S. Consumer Product Safety Commission or as prescribed by building codes. Pella

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Customer: Jeremy Hochstedler

Project Name: Jeremy Hochstedler - 984 Logan St., Noblesville, IN

Order Number: 728

Quote Number: 17704095

products are available with tempered glass upon request.

Regulations governing the design and use of glazed windows and doors vary widely. The Customer, building owner, and architect are responsible for selecting products which conform to all applicable laws, regulations and building codes. Pella Corporation and Seller will not accept any responsibility whatsoever for the failure of Customer, building owner, and/or architect to comply with all applicable laws, and ordinances and safety and building codes. Pella Corporation and Seller shall not be responsible for windows, doors, egresses and skylights not installed in compliance with applicable laws, codes and regulations.

Pella clad windows and sliding glass doors have aluminum exteriors with coating of baked enamel. Pella wood windows and doors are exterior factory primed.

7. **Limited Warranty - Goods and Products** - Except for the limited warranties provided by Pella Corporation (copies of which are available from Seller and at www.pella.com) and the limited warranties (if any) provided by the manufacturers of any other goods and products listed in this Contract, all of the goods and products being sold to Customer under this Contract are without warranty, express or implied, provided by the Seller and the SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED with regard to the same. **ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF.** Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatsoever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.
8. **Limited Warranty - Finishing Services** - In the event Seller has agreed to provide finishing services of the Pella brand goods, products and accessories itemized in this Contract, then such finishing services shall be covered under and subject to the terms, conditions, limitations, exclusions, and restrictions contained in the Pella brand Finish Limited Warranty, copies of which are available from Seller. Such additional limited warranty is void if the goods, products, and accessories have been altered, modified or improperly maintained. Except for such additional limited warranty, SELLER MAKES NO FURTHER WARRANTIES EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF. Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatsoever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.

Additional Terms and Conditions Applicable to Installed Sales - Retail

9. **Applicability of Additional Terms and Conditions** - In the event Customer has requested Seller to supply and install the goods, products and accessories listed in this Contract, the following Additional Terms and Conditions shall be applicable to this Contract.
10. **Installed Sales - Scope of Work** - Seller will supply and install the goods, products and accessories itemized in this Contract at the location of Customer referred to above in this Contract (the "Project"). Customer represents they are (i) the owner, or (ii) the duly authorized agent or representative of the owner of the premises location upon which the goods, products and accessories will be installed (the "Property"). Upon Seller's request, Customer agrees to provide evidence of Customer's ownership and/or Customer's authority with respect to the Property prior to commencement of any work. Customer agrees to provide access to the Property and buildings as is necessary to install the goods, products and accessories.
11. **Installed Sales - Change Orders** - In the event Customer requests any deletion from, modification of, or addition to the scope of work covered by this Contract or requests the substitution of the goods, products, and/or accessories listed in the Contract, the Customer shall, in advance of such deletion, modification, or addition, execute a Change Order detailing the changes to be made in this Contract, including any changes in the Contract Price and time of completion. Seller may supply substitutes of equal quality and value for the goods, products, and/or accessories listed in the Contract if those items originally listed have become unavailable or impractical to procure.
12. **Installed Sales - Time for Completion - Site Conditions - Suspension of Work** - Seller will commence work in approximately fourteen (14) days from the date all goods, products, accessories, materials and permits necessary for the Project are received or obtained by Seller and the Project will be substantially complete approximately sixty (60) days from the commencement date subject to this paragraph. Seller will provide Customer with reasonable notice of the commencement date of work on the Project. Prior to the commencement of work on the Project, Customer will remove any and all legal impediments or physical obstructions to the Project and will have the Property available for commencement of the work. Customer shall provide Seller with all reasonable access to the Property between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday. Seller will make every effort to complete the Project to a timely manner. Seller will not, in any event, be responsible for delays caused directly or indirectly by labor disputes, weather, fire, war, governmental interference, natural disaster, unusual weather conditions, acts of public agencies, inspectors, public utilities, extra work and Change Orders, transportation delays beyond the control of Seller, shortage or unavailability of material or products, acts of God, acts of Customer or Customer's representatives, or other contingencies not foreseen by and beyond the control of Seller. Seller is authorized to place such signs on the Property in view of any street or roadway and during the performance of the Project identifying Seller as the supplier and installer on the Project.
- In the event Seller shall encounter conditions during the performance of work on the Project which are (i) concealed physical conditions, or (ii) unknown physical conditions which differ materially from those ordinarily found to exist in construction activities of the character of the work to be performed herein, then Seller may propose such written Change Orders as are necessary to change the scope of the Project and Contract Price in order to account for such concealed and/or unknown conditions. Customer shall have five (5) days within which to accept or reject Seller's proposed Change Order or propose different terms thereof. In the event Customer shall elect to reject or propose terms different from Seller's proposed Change Order, then Seller may elect to accept Customer's proposed terms or terminate this Contract. If Seller elects to terminate this Contract, then Customer shall pay Seller for all goods, products, and accessories supplied and work performed up to the time of termination, including all costs expended on the Project and Seller's profit.
- Customer agrees that the direction and supervision of the working personnel, including subcontractors, shall rest exclusively with Seller and Customer agrees not to issue any instructions to, or otherwise interfere with the same. The Customer further agrees not to negotiate for additional work with Seller's subcontractors or to engage other contractors or subcontractors except with Seller's written consent and in such manner as will not interfere with Seller's completion of work under this Contract.
13. **Installed Sales - Additional Limited Warranty** - In the event Seller has agreed to provide installation services of the Pella brand goods, products and accessories itemized in this Contract, then such installation services shall be covered under and subject to the terms, conditions, limitations, exclusions, and restrictions contained in the Pella Window and Door Installation Limited Warranty and Service Agreement (a copy of which can be obtained from Seller or at www.pella.com). Such additional limited warranty is void if the goods, products, and accessories have been altered, modified or improperly maintained. Except for such additional limited warranty, SELLER MAKES NO FURTHER WARRANTIES EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF. Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatsoever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.
14. **Installed Sales - Lead-Based Paint Hazard Occupant Acknowledgment Statement** - Customer acknowledges receipt at least seven (7) days prior to any work being performed on the Project of the EPA pamphlet, *Protect Your Family from Lead in Your Home*, informing Customer of the potential risk of lead hazard exposure from renovation activity at Customer's Property.
15. **Installed Sales - Right to Cancel** - If this Contract is signed by Customer at a location other than Seller's regular place of business, then CUSTOMER MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE OFFICIAL ACCEPTANCE OF THIS CONTRACT BY SELLER. SEE NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.
16. **SUICIDE AND OTHER LAWSUITS TO BE AVOIDED** - IC 32-27-3 CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR OR BUILDER OF YOUR HOME. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR CONTRACTOR. HOWEVER, IF YOU UNREASONABLY REJECT A REASONABLE WRITTEN OFFER AND COMMENCE AN ACTION AGAINST THE BUILDER OR CONTRACTOR, A COURT MAY AWARD ATTORNEY'S FEES AND COSTS TO THE BUILDER OR CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

McCOMB WINDOW & DOOR CO. INC.
2425 West 74th Street, Suite 200
INDIANAPOLIS, IN 46368
317-872-9927

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Customer: Jeremy Hochstedler

Project Name: Jeremy Hochstedler - 984 Logan St., Noblesville, I

Order Number: 728

Quote Number: 17704095

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

Order Totals	
Taxable Subtotal	\$32,589.45
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$11,801.30
Total	\$44,390.75
Deposit Received	\$0.00
Amount Due	\$44,390.75

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