



Contract - Detailed

Pella Window and Door Showroom of Rapid City
 2704 Plant Street
 Rapid City, SD 57702
Phone: (605) 341-2045 **Fax:** (605) 341-1689

Sales Rep Name: Hoag, Brad
Sales Rep Phone: 605-209-0878
Sales Rep Fax:
Sales Rep E-Mail: bradhoag@heartlandpella.com

Customer Information	Project/Delivery Address	Order Information
<p>Lisa Jorgenson 206 Canyon View Ln</p> <p>SPEARFISH, SD 57783-2622 Primary Phone: (605) 6413356 Mobile Phone: Fax Number: E-Mail: lisaj@rushmore.com Contact Name:</p> <p>Great Plains #: 1006454961 Customer Number: 1010276713 Customer Account: 1006454961</p>	<p>Lisa Jorgenson Deadwood Apt 206 Canyon View Ln</p> <p>Lot # Spearfish, SD 57783-2622 County: Owner Name: Owner Phone:</p>	<p>Quote Name: Lisa Jorgenson Deadwood Apt</p> <p>Order Number: 233 Quote Number: 14647993 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Deposit/Paid on Completion Tax Code: 3DEADWOODSD Cust Delivery Date: None Quoted Date: 9/29/2021 Contracted Date: Booked Date: Customer PO #:</p>

Line #	Location:	Attributes
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10 None Assigned

Pella® Reserve, Traditional, 2-Wide Double Hung, 71 X 38.25

Item Price	Qty	Ext'd Price
\$1,916.46	2	\$3,832.92



PK #
2099

Viewed From Exterior

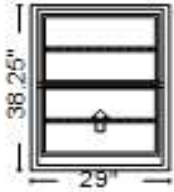
1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal
Frame Size: 35 1/2 X 38 1/4
General Information: Standard, Luxury, Wood, Pine, 4 3/8", 4 3/16"
Exterior Color / Finish: Primed, Primed Wood
Interior Color / Finish: Prefinished White Paint Interior
Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
Screen: Full Screen, Standard EnduraClad, Brown, Standard, InView™
Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-234-00255-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 08|11, Clear Opening Width 32.125, Clear Opening Height 14.687, Clear Opening Area 3.276527, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: ILT, No Custom Grille, 7/8", Traditional (1W2H / 1W2H), Putty Glaze, Ogee
Vertical Mull 1: Factory Mull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20

2: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal
Frame Size: 35 1/2 X 38 1/4
General Information: Standard, Luxury, Wood, Pine, 4 3/8", 4 3/16"
Exterior Color / Finish: Primed, Primed Wood
Interior Color / Finish: Prefinished White Paint Interior
Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
Screen: Full Screen, Standard EnduraClad, Brown, Standard, InView™
Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-234-00255-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 08|11, Clear Opening Width 32.125, Clear Opening Height 14.687, Clear Opening Area 3.276527, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: ILT, No Custom Grille, 7/8", Traditional (1W2H / 1W2H), Putty Glaze, Ogee
Wrapping Information: Wood Brickmould, 1 7/8", Factory Applied, 1 1/8" Wood Sub sill, Factory Applied, No Exterior Trim, 4 9/16", 4 3/4", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 219".

Rough Opening: 71 - 3/4" X 40 - 1/8"

Line #	Location:	Attributes			
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15 None Assigned



PK #
2099

Viewed From Exterior

Pella® Reserve, Traditional, Single Hung, 29 X 38.25

Item Price	Qty	Ext'd Price
\$893.50	1	\$893.50

1: Traditional, Non-Standard Size Non-Standard Size Single Hung, Equal

Frame Size: 29 X 38 1/4

General Information: Standard, Luxury, Wood, Pine, 4 3/8", 4 3/16"

Exterior Color / Finish: Primed, Primed Wood

Interior Color / Finish: Prefinished White Paint Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, Standard EnduraClad, Brown, Standard, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-234-00255-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 08|11, Clear Opening Width 25.625, Clear Opening Height 14.687, Clear Opening Area 2.613572, Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: ILT, No Custom Grille, 7/8", Traditional (1W2H / 1W2H), Putty Glaze, Ogee

Wrapping Information: Wood Brickmould, 1 7/8", Factory Applied, 1 1/8" Wood Subsill, Factory Applied, No Exterior Trim, 4 9/16", 4 3/4", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 135".

Rough Opening: 29 - 3/4" X 40 - 1/8"

Line #	Location:	Attributes			
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20 INSTALL TAPE

01HM0001 - 3" Pella Installation Tape, 50 ft (1)

Item Price	Qty	Ext'd Price
\$20.46	1	\$20.46

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
25	INSTALL LABOR	INSTALBRSD - Installation Labor - South Dakota Ex Tax Only	\$4,255.00	1	\$4,255.00

Thank You For Purchasing Pella® Products

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](https://www.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).

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

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 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.

TO ORDER: Read all of the Terms & Conditions. Date, sign and return. Orders are not entered without signature.

Terms of Sale:

1. By signing this contract, buyer agrees to purchase the products and services described in accordance with these terms and conditions. This contract is between the company (Huey Long Co Inc, dba Heartland Pella, dba Pella Windows and Doors) and the signer. Unless specifically stated elsewhere there is no agreement between the company and the signer to wait for payment until the signer gets paid. Your signature means that you have checked the order and agree to accept and pay for the items shown. Buyer may not assign this contract to anyone else without written approval of the company.
2. This is the entire agreement between the buyer and the company. Any changes must be agreed to and signed by both the buyer and the company.
3. All orders are shipped COD unless prior arrangements have been made. If you have charged before but have not bought for more than 1 year, you have been returned to COD.
4. Invoices are due within 30 days of receipt of product. We charge a finance charge up to 1-1/2% per month on invoices unpaid for more than 30 days. If an invoice is unpaid after 60 days we will send the owner a letter explaining their liability for liens filed against their property and further shipments to you will be COD. After 90 days we will file a lien, turn the account over for collection or both.
5. Unless we have a tax form on file, you must pay all applicable sales tax.
6. Delivery dates are estimates only. If you want to delay your order call us 3 weeks before the scheduled shipping date. If we are asked to hold an order past your original need date, we will send an invoice. If we load an order and you refuse to accept delivery we will add a handling charge to the order of \$100.00 for redelivery.
7. Warranties for all products covered by this contract are posted at all store locations. A copy will be mailed to you upon request.
8. Once this contract is accepted by the company, it cannot be changed or cancelled. If you want to return anything, you must have prior written authorization and pay a handling charge.
9. The buyer agrees to hold the company harmless against any and all claims, demands, costs and expenses arising from: (a) Buyers breach of contract: or (b) Buyers negligence: or (c) Buyers or any third parties misuse or misapplication of the products supplied by the company.
10. We provide tailgate delivery only, you must provide help to unload. If an extra person is needed the charge will be \$100.00. Drivers will wait 30 minutes, then they must continue on.
11. The company shall have no liability for any claims, loss or damage that is incidental or any loss of profit or savings.
12. Any standard order that is cancelled prior to shipping will be billed at 50% of the original selling price. Non-standard orders cannot be returned.

This quote is good for ten (10) days only. We are not responsible for measuring errors made by others.

Project Check List:

- Terms & Conditions Reviewed
- Contract Payment Terms & Credit Policy Reviewed
- Customer Satisfaction Survey Discussed
- Reschedule/Warehouse Fee's Discussed
- Product Specifications Reviewed
 - Brand
 - Exterior Clad Color
 - Glazing * Distortion in tempered glass is common and not considered a defect.
 - Blinds
 - Muntins
 - Wall Thickness
 - Hardware Color
 - Screen
 - Door Hardware
 - Door Screen
 - Hinge/Slide Discussed (hinge/slide from outside view)
 - Key Locks on Entry/Patio Doors

Contract with Property owner:

- Yes
- No, list property owner _____
- Installation
- Prefinsh
- All doors must have sill supports installed
- _____ Desired delivery date.

Project Checklist has been reviewed_____
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	\$9,001.88
Sales Tax @ 6.5%	\$585.12
Non-taxable Subtotal	\$0.00
Total	\$9,587.00
Deposit Received	\$0.00
Amount Due	\$9,587.00