

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez

302 Pine St Minturn, CO 81645 H: (970)445-2415

Thank you for your order

Please find, enclosed for your convenience, the contents of your agreement with Window Warmth LLC d/b/a Renewal By Andersen of Colorado

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Town of Minturn GS.ndf	2

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Home Improvement Agreement and Payment Terms

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302 Pine St Minturn, CO 81645 H: (970)445-2415

Town of Minturn ,dba Earle I	Bidez			12/04/24
BUYER(S) NAME				CONTRACT DATE
302 Pine St, Minturn, CO 81	L645		(970)445-2415	
BUYER(S) STREET ADDRESS			PRIMARY NUMBER	SECONDARY NUMBER
events@minturn.org				
PRIMARY EMAIL			SECONDARY EMAIL	
NOTES:				
Colorado("Contractor"), in accolisted in the Table of Contents,	rdance with the te and any other doo by reference (col	erms and conditions descri	bed in this Home Improve me Improvement Agreem	rmth LLC d/b/a Renewal By Andersen of ement Agreement and Payment Terms, any documents nent, the terms of which are all agreed to by the to sign a completion certificate after Contractor has
TOTAL CONTRACT PRICE:	\$125,878		ent, you acknowledge tha onal check, bank check, c	t the Balance Due, and the Amount Financed redit card, or cash.
DOWN PAYMENT:	\$41,955			
BALANCE DUE:	\$83,923 Estimated Start: 3-5 Months			Estimated Completion: 4-7 Days
AMOUNT FINANCED:	\$0			
METHOD OF PAYMENT: NOTES: 1/3 Due 1/1/25,	Check	in which we complete the this time is only an esti and extreme weather a	ne technical measuremer mate. We will communica re the most common cau:	the signed contract and secondarily on the date nts. The installation date that we are providing at ate an official date and time at a later date. Rain ses for delay.
understandings changing or mo signed, written consent of both	odifying any of the the Buyer(s) and has received a cor	terms of this Agreement. Contractor. Buyer(s) hereb npleted, signed, and dated	No alterations to or devia y acknowledges that Buy copy of this Agreement,	en the parties and that there are no verbal ations from this Agreement will be valid without the er(s) 1) has read this Agreement, understands the including the two attached Notices of Cancellation, or
NOTICE TO BUYER: Do not sign	this contract if b	lank. You are entitled to a	copy of the contract at th	e time you sign.
BUSINESS DAY AFTER THE CANCELLATION FORM FO	DATE OF THIS	TRANSACTION, WHIC ATION OF THIS RIGHT	HEVER DATE IS LATER	N MIDNIGHT OF 12/07/2024 OR THE THIRD R. SEE THE ATTACHED NOTICE OF
SIGNATURE OF SALES PERSON:		SIGNATURE OF CUSTON		SIGNATURE OF CUSTOMER 2:
Dustin Davis		Town of Minturn ,dba	Earle Bidez	
PRINT NAME OF SALES PERSON		PRINT NAME		PRINT NAME

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
		0 W 0 H	Misc: Misc, MISC - All Front End Charges, ** Production Fee, Quantity 1, Required Production Administrative Fee	\$275 \$203
101	Conference Room	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$5,268 \$3,884
102	Conference Room	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$5,268 \$3,884
103	Conference Room	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$5,268 \$3,884
104	Conference Room	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$5,268 \$3,884
105	Patio Conference	72 W 80 H	Patio Door: Gliding 200 Series Narroline 2 Panel Active / Stationary Aluminum Sill Exterior Terratone® Interior Pine	\$12,046 \$8,880

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			Glass: All Sash: Tempered High Perf. SmartSun with Heatlock Glass, No Pattern High Altitude Breather Tubes Hardware: Albany, Stone Exterior Keyed Lock Auxiliary Foot Lock Color Matched Screen: Gliding Full Screen Grille Style: No Grille Misc: Stucco Extraction	
106	Confernce left of patio	58 W 58 H	Window: Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	\$5,032 \$3,710
107	Lobby	58 W 58 H	Window: Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	\$5,032 \$3,710
108	Lobby	58 W 58 H	Window: Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	\$5,032 \$3,710
110	Lobby above back door	33 W 33 H	Window: Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	\$3,196 \$2,356
111	Stairs	33 W 33 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass High Altitude Breather Tubes Hardware: Stone Screen:	\$3,856 \$2,843

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	
112	Stairs	33 W 33 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	\$3,856 \$2,843
113	Stairs	33 W 33 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill) Stucco Extraction	\$3,550 \$2,617
201	Upper Conference	27 W 27 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$3,379 \$2,491
202	Upper Conference	27 W 27 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$3,379 \$2,491
203	Upper Conference	27 W 27 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern	\$3,379 \$2,491

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			High Altitude Breather Tubes Hardware : Stone Screen : Fiberglass Full Screen Grille Style : No Grille Misc : Stucco Extraction *R&C - Pine (Without Sill)	
204	Upper Conference	27 W 27 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$3,379 \$2,491
205	Upper Conference	27 W 27 H	Window: Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: Stucco Extraction *R&C - Pine (Without Sill)	\$3,379 \$2,491
206	Cindy's Office	28 W 58 H	Window: Acclaim™ Casement Single Left Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$3,703 \$2,730
207	Cindy's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
208	Copy Room	58 W 58 H	Window: Acclaim [™] Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass:	\$4,995 \$3,682

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	
209	Scot's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
210	Scot's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
211	Michelle's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
212	Michelle's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
213	Jay's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
214	Jay's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
215	Maddison's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682
216	Kevin's Office	58 W 58 H	Window: Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,995 \$3,682

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
217	Kevin's Apt Room	61 W 37 H	Window: Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,036 \$2,975
218	Kevin's Apt Living	29 W 37 H	Window: Acclaim™ Casement Single Left Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$3,165 \$2,333
219	Scot's Apt Room	61 W 37 H	Window: Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,036 \$2,975
220	Scot's Gym/Office	61 W 37 H	Window: Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,036 \$2,975

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
221	Scot's Laundry	27 W 27 H	Window: Acclaim™ Casement Single Left Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$3,009 \$2,218
222	Scot's Apt Room 2	61 W 37 H	Window: Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$4,036 \$2,975
223	Scot's Living	29 W 37 H	Window: Acclaim™ Casement Single Left Base Frame Exterior Terratone Interior Terratone Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes Hardware: Stone Screen: Fiberglass Full Screen Grille Style: No Grille Misc: *R&C - Pine (Without Sill)	\$3,165 \$2,333
224	Scot's Patio	72 W 80 H	Patio Door: Gliding 200 Series Narroline 2 Panel Active / Stationary Aluminum Sill Exterior Terratone® Interior Pine Glass: All Sash: Tempered High Perf. SmartSun with Heatlock Glass, No Pattern High Altitude Breather Tubes Hardware: Albany, Stone Exterior Keyed Lock Auxiliary Foot Lock Color Matched Screen: Gliding Full Screen Grille Style: No Grille Misc: None	\$11,773 \$8,679
VINDOW	S: 34 PATIO DOORS	: 2 ENT	RETAIL TOTAL DISCOUNT TOTAL RY DOORS: 0 SPECIALTY: 0 MISC: 1 PROJECT TOTAL	\$170,75 \$44,87 \$125,87



Renewal by Andersen is committed to our customers' safety by complying with the rules and lead-safe work practices specified by the EPA.

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Notice of Cancellation

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You, the buyer(s) may cancel this transaction at any time prior to midnight on 12/07/2024

NOTICE OF CANCELLATION

Date of Transaction: 12/04/24. You may cancel this transaction, without any penalty or obligation, before midnight on 12/07/2024 or the third business day after the date of this transaction, whichever date is later. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

dba: Renewal By Andersen of Colorado Legal Name: Window Warmth LLC 1401 West Bayaud Ave, Unit 7

Denver, CO 80223 Phone: 720-829-4330 Fax: 303-217-4099

Email: contracts@asmarterwindow.com 0 0

UYER SIGNATURE	DATE	BUYER SIGNATURE	DATE	
HEREBY CANCEL THIS TRANSACTION		I HEREBY CANCEL THIS TRANSACTIO	N .	
F THIS TRANSACTION, WHICHEVER DATE	E IS LATER.	OF THIS TRANSACTION, WHICHEVER	DATE IS LATER.	
R THE THIRD BUSINESS DAY AFTER THE	DATE	OR THE THIRD BUSINESS DAY AFTER	R THE DATE	
OT LATER THAN MIDNIGHT OF 12/07/2	024	NOT LATER THAN MIDNIGHT OF 12/0	07/2024	

NOTICE OF CANCELLATION

Date of Transaction: 12/04/24. You may cancel this transaction, without any penalty or obligation, before midnight on 12/07/2024 or the third business day after the date of this transaction, whichever date is later. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

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Denver, CO 80223 Phone: 720-829-4330 Fax: 303-217-4099

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Terms and Conditions of Sale

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"I", "my" and "me" means each person who signs this Agreement as a Buyer. "Contractor" means Window Warmth, LLC d/b/a Renewal by Andersen of Colorado. "We and ''us" mean both the Buyer, or Buyers if more than one, and the Contractor. Window Warmth, LLC d/b/a Renewal by Andersen of Colorado is an authorized and independent dealer of Renewal by Andersen. You are entering into a contract with Window Warmth, LLC d/b/a Renewal by Andersen of Colorado.

Warranties/Intended Use: I understand that Andersen Corporation ("Andersen") is providing me with a warranty in connection with my purchase. I understand that I should read Andersen's written warranty for complete details of my warranty coverage and that the Andersen warranty is available for my complete review before I sign this Agreement. I understand that the Andersen warranty will not be effective or enforced while a balance due remains on this Agreement.

Contractor's Promises: Contractor promises to perform all work in a professional manner and within industry standards. Contractor will remove and transport away from the premises any debris and waste materials that are generated by Contractor. Contractor shall obtain all building permits for the work to be performed under this Agreement. Contractor shall maintain worker's compensation insurance and liability insurance during the term of this

My Promises: I promise to Contractor that (a) I will provide Contractor with reasonable access to my property and the area in which the work is to be performed, including access to electrical outlets; (b) I will be responsible for preparation, moving, and reinstalling of any materials, personal property, cars, or equipment as may be needed for Contractor to perform its work; (c) The walls and surfaces upon which the work is to be performed are sound and suitable for the work being performed; (d) When the work is "substantially complete", I will pay Contractor the balance due on the purchase price. I understand that "substantially complete" means the work has been materially finished and is functional as intended; (e) In the event that I disagree with Contractor that the work is substantially complete, I agree that I will not withhold more than 10% of the Agreement price; (f) If taxes and/ or permitting fees are necessary to complete the work, I will pay them unless the law requires Contractor to pay them; and (g) Contractor may place a small advertising sign in Buyer's yard at the time of installation.

Measurements: I understand that all dimensions referred to in this Agreement are considered estimated measurements and used only for the purpose of arriving at the contract amount in this Agreement. I understand that the actual measurements will be determined during a secondary measurement by a qualified measurement technician employed by Contractor. I understand that if Contractor must make changes to the estimated measurements, Contractor may ask me to sign an addendum to this Agreement.

Late Cancellation: I understand that I have 3 business days to cancel this Agreement, as described on the front page of this Agreement. I understand that if I want to cancel this Agreement after those 3 business days, Contractor does not have to allow that. I understand that if Contractor does let me cancel, however, I will have to pay to Contractor a late cancellation fee equal to 25% of this Agreement's purchase price for Contractor's labor, administrative, and material costs.

Delay/Unknown Conditions: I understand that if Contractor determines that Contractor cannot perform the work according to Contractor's normal professional standards, then Contractor can cancel this Agreement, notify me in writing of the cancellation, and return my money to me. I understand that some of the things that could cause Contractor to cancel this Agreement would be incorrect pricing, unforeseen structural defects, or unknown pre-existing conditions to my property. I understand that Contractor is not responsible for structural or other defects in my property, and that Contractor's products do not cure those types of problems. I also understand that the work could be delayed by events that Contractor does not control, and that is acceptable to me. Some of the things that could cause the work to be delayed would be acts of God, labor strikes, inclement weather, material shortages, my inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the work.

Late Payment/Default: I agree that if I do not pay Contractor any of the money owed when it is due, I can be charged a late fee of 1.5% on the amount owed for each month the money is owed and not paid. I also agree that if I default on my promises under this Agreement, and Contractor hires an attorney to enforce this Agreement, I will pay Contractor its reasonable legal fees and related costs or expenses, as long as it is legal for me to do that. I agree and understand that in the event that I do not pay Contractor any of the money owed when it is due, Contractor may have a claim against me, which may be enforced against my property in accordance with the applicable lien laws. I also understand that if I finance the work with Contractor or a third party, my separately provided financing documents may include a security interest. I understand that I should read those documents closely.

D6702		
SIGNATURE OF SALES PERSON:	SIGNATURE OF CUSTOMER 1:	SIGNATURE OF CUSTOMER 2:
Dustin Davis	Town of Minturn ,dba Earle Bidez	SIGNATURE OF COSTOMER 2.
PRINT NAME OF SALES PERSON	PRINT NAME	PRINT NAME

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Terms and Conditions of Sale

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

CO244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez

302 Pine St Minturn, CO 81645 H: (970)445-2415

Arbitration: The parties hereby mutually agree in advance that should a dispute arise regarding this contract, Contractor may submit such dispute to a private arbitration service that has been approved by the Office of Consumer Affairs and Business Regulation, and Buyer(s) shall be required to submit to such arbitration as provided in MGL c. 142A. The parties further agree that if either Contractor or Buyer(s) submit a claim to arbitration, (i) the non-prevailing party will ultimately pay the cost of the arbitration, including reasonable attorneys' fees and expenses, (ii) the award of the arbitrator will be in writing and will contain findings of fact and conclusions of law, and (iii) that judgment to enforce the award may be entered in any court having proper jurisdiction.

NOTICE: The signatures of the parties below apply only to their agreement to alternate dispute resolution initiated by Contractor. Owner may initiate alternate dispute resolution even where this section is not signed separately by the parties.

Interpretation of this Agreement: I agree that this Agreement will be enforced under the laws of the state where the work is being performed. If any part of this Agreement is determined to be invalid or illegal, then I agree that the rest of this Agreement will still be valid and enforceable. We both understand that this Agreement, and any attachments, make up the entire understanding between us about the work Contractor is doing. There are no other oral or written agreements or representations on which we are relying. We both agree that any change to this Agreement must be in writing and signed by both of us. The paragraph headings contained in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.

Condensation and Environmental Conditions: Condensation, which can form on or within walls, siding, tiles, or other surfaces results from pre-existing conditions in a home and internal or external temperatures. Reducing the humidity in a home will often remedy any condensation problems. I agree that Contractor is not responsible for condensation or existing or developing spore or mold growth, which can be the result of condensation.

By signing below, I hereby agree to the terms and conditions of this agreement.

D6702		
SIGNATURE OF SALES PERSON:	SIGNATURE OF CUSTOMER 1:	SIGNATURE OF CUSTOMER 2:
Dustin Davis	Town of Minturn ,dba Earle Bidez	
PRINT NAME OF SALES PERSON	PRINT NAME	PRINT NAME

12/04/24 Page 13 / 39



Sales Cost Savings Program (SCSP)

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez 302 Pine St

302 Pine St Minturn, CO 81645 H: (970)445-2415

To: All Sales Personnel
Date: January 15, 2023

From: Matt Esler - Local Owner, Renewal by Andersen of Colorado

Re: Sales Cost Savings Program (SCSP)

At Renewal by Andersen, we are always looking for ways to *increase value*, and we've found a new way to *lower costs to our customers*. The majority of customers that we see love Renewal by Andersen and are comfortable enough to award us the project on the initial visit. For a variety of reasons, some customers feel they need time to think it over for a day or two before placing the order. This requires a second visit.

We are happy to visit our customers as many times at it takes to earn their business.

However, when the consumer makes a buying decision on the first visit, the sales cost of additional visits is saved and we are happy to pass that savings on to our customers.

Please keep in mind, the savings are only realized during the initial visit.

Best Regards,

Matt Esler

Renewal by Andersen of Colorado

PRINT NAME OF SALES PERSON	PRINT NAME	PRINT NAME
Dustin Davis	Town of Minturn ,dba Earle Bidez	
SIGNATURE OF SALES PERSON:	SIGNATURE OF CUSTOMER 1:	SIGNATURE OF CUSTOMER 2:
	×	<u> </u>
1)65/1/5-3	√	

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Lead-Safe Form

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC CO244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez 302 Pine St Minturn, CO 81645 H: (970)445-2415

Lead Safe Work Pamphlet Receipt and Lead Testing Permission Form

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling. I received this pamphlet before the work began.

Permission to Test

I confirm if my house was built between and including the years of 1940 and 1978, I understand and give permission to have my house tested for Lead Paint at time the measure technician comes out to take final measurements. I understand that the if the test, does show the presence of lead paint, that the firm performing the renovation, will be required to use the lead-safe work practices required by EPA's Lead-Based Paint Renovation, Repair, and Painting Rule. I also understand that there is no added charge for using the lead safe work practices.

By signing below, I hereby agree to the terms and conditions above.

PRINT NAME OF SALES PERSON	PRINT NAME	PRINT NAME	
Dustin Davis	Town of Minturn ,dba Earle Bidez		
SIGNATURE OF SALES PERSON:	SIGNATURE OF CUSTOMER 1:	SIGNATURE OF CUSTOMER 2:	
D670=	×		

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What to Expect

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez 302 Pine St

Minturn, CO 81645 H: (970)445-2415

SITE INSPECTION:

<u>OPENING YOUR HOME FOR SITE INSPECTION-</u> You are required to be present during your Site Inspection in order to open your home and review your contract specifications with project's assigned Installation Manager. The Installation Manager will measure the opening for each purchased unit and determine the amount of time required for your installation.

<u>PRE-INSTALLATION</u>- Once your units have a scheduled arrival date from our manufacturing facility, our office will confirm the tentative installation date with you. Please keep in mind that this installation date may need to change. Variables, such as rain and extreme weather are the most common reasons for a change in installation date. We appreciate your understanding and flexibility in advance. We will give you reminder call or text message one day prior to scheduled installation date.

INSTALLATION DAY- The installation crew will arrive at your home after picking up all the required installation materials from our warehouse. Due to variables in travel distance and possible morning traffic arrival times will vary, but typically the crew will arrive between 8am-10am unless you are scheduled for an afternoon installation. At the end of the project the lead installer will perform a final walk-through, complete the Zero Defect form, and issue any applicable final documentation.

CUSTOMER RESPONSIBILITIES:

POSSIBLE GLASS LOSS/LESS VISIBLE GLASS

Customer has been made aware of the possible glass loss that is inherent with the installation of replacement windows.

PAINTING AND STAINING

Renewal by Andersen does not provide any painting or staining of window, doors, trim any surrounding areas. Our installers will not fill or prep any surfaces for paint, so as to allow you or your professional painter the opportunity to prep properly.

FURNITURE AND DECORATIONS

We ask that you remove any furniture that may block access to the windows or door openings. We ask that you remove the pictures from the walls being worked on and any decorations that are in the work area before work begins. This will greatly reduce the likelihood of any accidental damage to personal property.

WINDOW COVERINGS

Remove all blinds, shades or shutters before we arrive. We assume no liability for any new blinds or shutters: that includes fit, measuring and installation. All of these processes should be handled by a professional window treatment company.

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SIGNATURE OF SALES PERSON:	SIGNATURE OF CUSTOMER 1:	SIGNATURE OF CUSTOMER 2:
Dustin Davis	Town of Minturn ,dba Earle Bidez	
PRINT NAME OF SALES PERSON	PRINT NAME	PRINT NAME

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What to Expect

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

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Town of Minturn ,dba Earle Bidez 302 Pine St Minturn, CO 81645 H: (970)445-2415

AIR CONDITIONING UNITS

Owner is responsible for the removal and reinstallation of any AC units and brackets.

ALARM SYSTEMS

Owner is responsible for the removal and reinstallation of existing alarm systems. **PLEASE CONTACT YOUR ALARM SYSTEM PROVIDER FOR DETAILS.**

PETS

Because not all pets react favorably to the excitement of the construction process, we ask that you keep all of your pets confined during the time we are working on your home. This should keep them from becoming stressed, accidentally escaping or possible injury.

CASH &/OR CHECK PAYMENT HOME OWNERS (ONLY) - SECOND AND FINAL PAYMENTS The second payment is due at the start of installation and final payment is due at the substantial completion of the installation. The checks are made payable to Renewal by Andersen of Colorado. You may hand the check to the installer who will then bring the check into the office. If you have financed your project, the instructions provided by the finance institution will be followed.

What's Included:

Renewal by Andersen will insulate, caulk and seal windows with our 3-point system to prevent water and air infiltration.

Renewal by Andersen of Colorado will cleanup all job debris including the old windows and vacuuming on a nightly basis.

Renewal by Andersen Limited Warranties will be in effect upon completion of the project and payment in full.

<u>Building Permit-</u> The fee for any and all required building permits is to be paid by the customer to Renewal by Andersen(contractor). Contractor will secure any and all required building permits. We ask that the customer close out the permit, after installation, with the issuing municipality..

SIGNATURE OF SALES PERSON:	SIGNATURE OF CUSTOMER 1:	SIGNATURE OF CUSTOMER 2:
Dustin Davis	Town of Minturn ,dba Earle Bidez	
PRINT NAME OF SALES PERSON	PRINT NAME	PRINT NAME

12/04/24 Page 17 / 39



Release Agreement

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC CO244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez 302 Pine St Minturn, CO 81645

H: (970)445-2415

I UNDERSTAND that my name, my company name, voice, picture, likeness, biographical materials, photo images of my home and/or person, and statements and/or opinions made by me, in whole or in part, edited or unedited, in any and all media (hereinafter "Information"), without limitation for any and all purposes (including but not limited to incorporating the material into commercials, advertisements, promotions, coupons, instore displays, on-line programs, free standing inserts and/or publicity or other materials of Renewal by Andersen's products or services). I agree that Renewal by Andersen LLC will have the right to attribute this Information to me and that the Information is accurate to the best of my knowledge. No benefit has been given or promised to me in consideration of expressing my beliefs about Renewal by Andersen® products.

I hereby consent to the use of the Information to Renewal by Andersen LLC, their successors and assigns, for use without restriction as to frequency, scope or duration of usage.

In connection herewith, I hereby release and agree to hold harmless Renewal by Andersen LLC, its successors and assigns, each of them from any and all claims of any kind which I, my heirs, executors or assigns, may have on account of such use including what might be deemed to be misrepresentations of me, my character or my person due to distortion, optical illusion or faulty reproduction which may occur in the finished product.

BUYER(S)		WITNESS
× SIGNATURE	SIGNATURE	SIGNATURE
Town of Minturn ,dba Earle Bidez		Dustin Davis
PRINT NAME	PRINT NAME	PRINT NAME
302 Pine St	302 Pine St	12/04/24
ADDRESS	ADDRESS	DATE
Minturn, CO 81645	Minturn, CO 81645	
CITY / STATE / ZIP	CITY / STATE / ZIP	

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Release Agreement

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn , dba Earle Bidez

Minturn, CO 81645 H: (970)445-2415

I hereby agree to waive any compensation rights and/or benefits other than the publicity my business will receive from this advertisement for my participation in this project.

Renewal by Andersen LLC, its successors and assigns, shall be the absolute owner of any and all advertising materials (and all rights therein, including the copyright) produced pursuant to this Agreement.

No promise or representation which is not expressed herein has been made to me, and I have read this release, understand it and am signing it voluntarily.

BUYER(S)		WITNESS
×		
SIGNATURE	SIGNATURE	SIGNATURE
Town of Minturn ,dba Earle Bidez		Dustin Davis
PRINT NAME	PRINT NAME	PRINT NAME
302 Pine St	302 Pine St	12/04/24
ADDRESS	ADDRESS	DATE
Minturn, CO 81645	Minturn, CO 81645	
CITY / STATE / ZIP	CITY / STATE / ZIP	

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Price Presentation Discounts

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez

302 Pine St Minturn, CO 81645 H: (970)445-2415

PROJECT PRICE BEFORE DISCOUNTS	\$170,751
INDIVIDUAL SAVINGS BASED ON 36 UNITS	
Local Office Coupon	Savings:
20% Off Project	\$34,150
Local Office 5% Same Day Savings (5%)	Savings: \$6,830
Reneat Customer Savings (3%)	Savings:

TOTAL PRICE: \$125,878

Repeat Customer Savings (3%)

\$44,873 savings

\$3,893

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Unit Net Clear Opening Report

DBA: RENEWAL BY ANDERSEN OF COLORADO

Legal Name: Window Warmth LLC

C0244783

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Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Town of Minturn ,dba Earle Bidez

302 Pine St Minturn, CO 81645 H: (970)445-2415

UNIT SPECIFICATIONS

					NET CLEAR OPENIN	IG	
ID	ROOM	PRODUCT TYPE	UNIT SIZE(in)	WIDTH(in)	HEIGHT(in)	AREA(ft²)	SASH TRAVEL
217	Kevin's Apt Room	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full
219	Scot's Apt Room	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full
220	Scot's Gym/ Office	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full
222	Scot's Apt Room 2	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full

Any requirements for emergency escape (egress) and rescue must be verified with the local code official. Some states allow replacement of the same window type or of a type that allows for a larger net clear opening without the need to meet net clear opening requirements required as for new construction.

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Docusign Envelope ID: BA37E069-6190-4A43-A1EC-F76DA7837A92



Renewal By Andersen of Colorado Office 1401 W. Bayaud Ave Denver, CO 80223 Ph: (303) 217-4100 | Fax (303) 217-4099



DATE:	12/04/2024
GS APP ID #	N/A
LAST 4 SSN:	N/A
	DATE: GS APP ID # LAST 4 SSN:

Select Plan

City

Total Project Amount: \$ 125,878

Cash/Credit Card/Check Deposit:

41,955

Total GreenSky Financed Loan Amount:

50% of Total GreenSky Loan Amount Collected Immediately

Final 50% of Total GreenSky Loan Amount Collected on 1st Day of Install

Notes: 1/3 deposit due 1/1/2025. Renewal by Andersen will invoice the Town of Minturn on this date.

Deposit collected 1/1/2025.

The remaining balance will be collected 3-5 months from today in 2 separate payments.

- 1st Payment is collected on the 1st day of installation.
- 2nd & Final payment is collected upon completion of the installation.

Project Consultant Signature

Date:

12/04/2024

Buyer Signature

Date:

12/04/2024



Window Warmth LLC dba Renewal by Andersen of Colorado 1401 W. Bayaud Ave Unit 7 Denver CO 80223

Date:	12/04/2024			
Buyer's Names:	Town of Minturn	Ea	rle Bidez	
Physical Address:	302 Pine St			
	Minturn		CO	81645
Municipality:	Town of Minturn, CO			
	Yes Permit Required		No Perr	nit Required



Homeowner Name: Town of Minturn	HOA Authorizat	ion & Contact Form
Project Consultant: Dustin Davis	# of units: <u>36</u>	
Check only one box and sign, please read all notations		
NO HOA EXISTS for my project or HOA approval is not required by my Association for window/door replacement. *Please proceed with placing my order.	12/04/2024	YES:
Homeowner Signature:	Date:	
PROJECT IS LIKE FOR LIKE - I WILL OBTAIN MY OWN HOA APPROVAL. *By proceeding with an order, homeowner will accept all repsonsibility for order. ANY of approved by an association a 25% fee will be applied to any unapproved products and a homeowner to reorder any products. Any product installed in the home 100% of the co-charged. Homeowner Signature:	additional costs will be charged to	PROCEED WITH ORDER YES: NO:
Tionicowner Signature.		
PROJECT IS NOT LIKE FOR LIKE - HOA APPROVAL IS REQUIRED FOR I WILL OBTAIN MY OWN HOA APPROVAL *Any projects not like for like will not be ordered without approval on file. **If requested by homeowner to proceed with an order that is not a like for like replace responsibility for the order. ANY orders not approved by an association, a 25% fee will homeowner will be charged to reorder any products. Any product installed in the home product will be charged.	ement, homeowner will accept 100% be applied to any unapproved products a	PROCEED WITH ORDER: NO:
Homeowner Signature:	12/04/2024	
The measure is a final and in the me		
Authorization Release for HOA *Assistance*: I the undersigned, here relating to HOA REQUESTS, including signing documents relating to these ma shall have the same effect as acts of my own. This authorization is valid until CONTACT INFORMATION *HOA APPLICATION FEE INCLUDED* > Sub Division HOA (complete name): > Property Management Co: > Contact Name (Manager): > Telephone: HOA Management Co. Manager's E-mail:	eby authorize Renewal by Andersen atters. Any and all acts carried out by further notice. WHEN OPTING FOR A	y Renewal by Andersen on my behalf ASSISTANCE, PROVIDE CURRENT
Authorization Release for HOA *Assistance*: I the undersigned, here relating to HOA REQUESTS, including signing documents relating to these ma shall have the same effect as acts of my own. This authorization is valid until CONTACT INFORMATION *HOA APPLICATION FEE INCLUDED* > Sub Division HOA (complete name): > Property Management Co: > Contact Name (Manager): > Telephone: HOA Management Co. Manager's E-mail: Home Owners Responsibility: Renewal by Andersen will submit your request, notify RbA when you hear from your HOA will represent the same of	eby authorize Renewal by Andersen out by Andersen atters. Any and all acts carried out by further notice. WHEN OPTING FOR A	y Renewal by Andersen on my behalf ASSISTANCE, PROVIDE CURRENT
Authorization Release for HOA *Assistance*: I the undersigned, here relating to HOA REQUESTS, including signing documents relating to these may shall have the same effect as acts of my own. This authorization is valid until CONTACT INFORMATION *HOA APPLICATION FEE INCLUDED* > Sub Division HOA (complete name): > Property Management Co: > Contact Name (Manager): > Telephone: HOA Management Co. Manager's E-mail: Home Owners Responsibility: Renewal by Andersen will submit your request; notify RbA when you hear from your HOA will (Note: Some HOA's will only communicate with the Home Owner.) Partial Replacement Reps to initial: Color So	eby authorize Renewal by Andersen litters. Any and all acts carried out by further notice. WHEN OPTING FOR A further notice.	me. Grid pattern same: ages not like for like. L4L what unit # is changing:
Authorization Release for HOA *Assistance*: I the undersigned, here relating to HOA REQUESTS, including signing documents relating to these ma shall have the same effect as acts of my own. This authorization is valid until CONTACT INFORMATION *HOA APPLICATION FEE INCLUDED* > Sub Division HOA (complete name): > Property Management Co: > Contact Name (Manager): HOA Management Co. Manager's E-mail: Home Owners Responsibility: Renewal by Andersen will submit your request; notify RbA when you hear from your HOA we (Note: Some HOA's will only communicate with the Home Owner.) Partial Replacement Reps to initial: Color so Notes to HOA for chant Please provide a brief description for each side of the home (front, back, left, right). Description for	eby authorize Renewal by Andersen litters. Any and all acts carried out by further notice. WHEN OPTING FOR A further notice.	me. Grid pattern same: ages not like for like. L4L what unit # is changing:
Authorization Release for HOA *Assistance*: I the undersigned, here relating to HOA REQUESTS, including signing documents relating to these ma shall have the same effect as acts of my own. This authorization is valid until CONTACT INFORMATION *HOA APPLICATION FEE INCLUDED* > Sub Division HOA (complete name): > Property Management Co: > Contact Name (Manager): HOA Management Co. Manager's E-mail: Home Owners Responsibility: Renewal by Andersen will submit your request, notify RBA when you hear from your HOA wo [Note: Some HOA's will only communicate with the Home Owner.] Partial Replacement Reps to initial: Color so Notes to HOA for channel Please provide a brief description for each side of the home (front, back, left, right). Description for Specific Notes (i.e. Like for Like, changing colors,	arme: Style same: leges needed. Please explain all chan each side of the home to include if L4L, if not Changing grille patte 12/04/2024 Date:	me. Grid pattern same: lages not like for like. LAL what unit # is changing: TINS etc.) PROCEED WITH ORDER:

Renewal by Andersen 1401 West Bayaud Avenue Denver, Colorado 80223 303:217:4100 303-217-4099 Fax coloradocontracts@renewalcolorado.com

Homeowner's Association Process

Obtaining an approval for a replacement project can vary from association to association. Here are the most common steps on what will occur:

- 1) The *signed* HOA information is given to RbA. This authorization to act on your behalf will be sent in with the request. RBA will "cc" you on the submitted request to keep you in the loop.
- 2) The Request may come back to us asking for your original signature, at which point we will need to obtain signature via mail, email, or DocuSign.
- 3) Once submitted RbA will follow up on the status of the request.
- 4) **APPROVAL received by homeowner:** *Most HOA's will only tell the Homeowner* the decision the board has made. PLEASE notify Renewal by Andersen in the event the HOA does not.
- 5) Once an approval has been acquired, RbA will notify you that your products are being ordered and when to expect a phone call for installation.

^{**}If changes in style are being made Renewal by Andersen will not order your windows and doors without approval from your HOA; after your products are ordered it could be **4-6 Months** for delivery. **



EXTENDED LIMITED LIFETIME LABOR WARRANTY

In addition to your Renewal by Andersen® ("RBA") products and installation being warranted under a fully transferable limited warranty provided by RBA covering parts and labor services (a copy of such warranty having been provided to you separately), Window Warmth Inc. doing business as RBA of Denver – Colorado Springs hereby provides you, the original owner, with this <u>Extended Limited Lifetime Labor Warranty</u> that will become effective if and when the RBA Limited Warranty expires – AND WILL CONTINUE FOR AS LONG AS YOU OWN AND RESIDE IN YOUR HOME.

This Extended Limited Lifetime Labor Warranty is available for inspection prior to the signing of your purchase order. This document is two (2) pages and the terms and conditions are on both the front and the reverse. Please read both sides carefully.

~ LIMITED LIFETIME LABOR WARRANTY ON INSTALLATION ~

Upon your RBA Limited Warranty expiring, installation of your RBA window or door products by RBA of Denver – Colorado Springs is warranted by RBA of Denver – Colorado Springs for as long as you own and reside in the house in which your RBA window or door products were installed. After your RBA Limited Warranty has expired, should your Renewal by Andersen products fail to perform according to specifications due to improper original installation, RBA of Denver – Colorado Springs will bring the workmanship up to professional standards, at no cost to you.

The following sections provide an explanation of how to obtain help under this Extended Limited Lifetime Labor Warranty (this "Warranty") and an itemization of conditions not covered by this Warranty.

How to Obtain Warranty Service

To submit a claim following the expiration of the RBA Limited Warranty, a copy of this Warranty and a copy of the original owner's purchase order must be submitted in writing by registered mail to RBA of Denver – Colorado Springs with a brief explanation of the claim. You may also contact RBA of Denver – Colorado Springs at 303-217-4100 to request warranty servicing. Claims must be submitted to RBA of Denver – Colorado Springs promptly after discovery of the claimed defect and within the applicable warranty period. Claims that are determined by RBA of Denver – Colorado Springs to have been present during and subject to the RBA Limited Warranty may be refused. Upon receipt of a claim, RBA of Denver – Colorado Springs will schedule an appointment to inspect the premises and the claim within a reasonable period of time after having received the claim. If after inspection, RBA of Denver – Colorado Springs determines that a valid claim exists under this Warranty, RBA of Denver – Colorado Springs will, at RBA of Denver – Colorado Springs' option, repair, re-install, replace, or refund the purchase price of the failing product. If RBA of Denver – Colorado Springs determines to replace any or all product(s), and if such product(s) as originally installed is no longer available, RBA of Denver – Colorado Springs shall have the right to substitute product(s) designated by RBA of Denver – Colorado Springs to be of equal quality. Replacement of a product or component does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. If, at RBA of Denver – Colorado Springs' option, a purchase price refund is conveyed to you, then this Warranty is terminated, and repair, replacement, or removal of the RBA products shall become your sole responsibility. This Warranty is not valid unless and until the original owner has made full payment under the original RBA of Denver – Colorado Springs purchase order and all adde

What Is Not Covered

This Warranty is granted by RBA of Denver – Colorado Springs to the original owner only and only materials purchased from and installed by RBA of Denver – Colorado Springs are covered by this Warranty. This Warranty on installation does not extend to labor/services performed by anyone other than RBA of Denver – Colorado Springs nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation by RBA of Denver – Colorado Springs. Torn or ripped screens are not considered to be labor issues, and will not be repaired under this warranty, but may be addressed by RBA of Denver – Colorado Springs upon agreement with you, for a nominal charge.



EXTENDED LIMITED LIFETIME LABOR WARRANTY

What Is Not Covered, continued

This Warranty terminates immediately upon the transfer of home ownership, unless the terms of transfer are met (see "How to Transfer This Warranty" below). This Warranty assumes normal and reasonable use of RBA products or components. Minor color or textural variations from lot to lot of product are not product or installation defects. This Warranty does not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of RBA of Denver – Colorado Springs, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any of RBA of Denver – Colorado Springs-installed RBA products or components by other than RBA of Denver – Colorado Springs, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use, vandalism, or pollution. This Warranty also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product, maintain sealing, painting, and/or caulking as reasonably necessary. RBA of Denver – Colorado Springs is not responsible for condensation that may form on or within a window or between windows or glass surfaces resulting from pre-existing conditions in your home and external temperatures. Some condensation may also form on the frame or portions of the roof and walls. RBA of Denver – Colorado Springs is not responsible for existing or developing spore or mold growth. There is conflicting evidence as to whether or not the existence or accumulation of molds (of which there are many different types and varieties) can be harmful to humans. M

What Voids This Warranty

Installation, removal, repair, adjustment, tampering, or re-installation of any of the RBA products or components by other than RBA of Denver – Colorado Springs voids this Warranty, and RBA of Denver – Colorado Springs expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

Remedies and Rights

This Warranty is the only express warranty provided by RBA of Denver – Colorado Springs. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of RBA of Denver – Colorado Springs any obligation, liability, or responsibility in place of or in addition to this Warranty. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION BY THE ORIGINAL OWNER (OR SECONDARY HOMEOWNER AS PER THE BELOW-STATED CONDITIONS FOR TRANSFER) OF THE HOME ON WHICH THE RBA PRODUCT IS INSTALLED. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY, EXCEPT FOR THIS WARRANTY PROVIDED HEREIN, RBA OF DENVER – COLORADO SPRINGS MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. RBA OF DENVER – COLORADO SPRINGS' LIABILITY TO OWNER (OR ANY SECONDARY HOMEOWNER) UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY RBA OF DENVER – COLORADO SPRINGS FOR SERVICES RENDERED UNDER THE PURCHASE ORDER WITH THE ORIGINAL OWNER. IN NO EVENT SHALL RBA OF DENVER – COLORADO SPRINGS BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF RSA OF DENVER – COLORADO SPRINGS INSTALLED RBA PRODUCTS 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. THIS WARRANTY PROVIDE SPECIFIC LEGAL RIGHTS. AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

How to Transfer This Warranty

Subject to the other terms and conditions contained in this Warranty, this Warranty is transferable by the original owner if such transfer is done prior to the expiration of the RBA Limited Warranty. Any attempted transfer after expiration of the RBA Limited Warranty will be void. Any transfer by the original owner can only be done once, and the transferee will then step into the shoes of the original owner for purposes of this Warranty. To transfer this Warranty, the original owner must request, by registered mail, an inspection and recertification of RBA of Denver – Colorado Springs-installed RBA products by RBA of Denver – Colorado Springs, and upon inspection and re-certification to the satisfaction of RBA of Denver – Colorado Springs, this Warranty shall transfer to the subsequent home owner. No other or further transfers of this Warranty are permitted.

Products and Installation Transferable Limited Warranty

Units Installed After January 1, 2022

Renewal by Andersen® Limited Warranty and Dispute Resolution Process

IMPORTANT: Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class-action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.renewalbyandersen.com/optout and complete the opt-out form within one year from the original installation date of your Renewal by Andersen® products. The opt-out only applies to the terms of the Dispute Resolution Process.

Transferable Limited Warranty on Glass

The glass in Renewal by Andersen® factory glazed windows including High-Performance Low-E4® glass, High-Performance Low-E4® Sun glass, High-Performance Low-E4® SmartSun™ glass, high-performance HeatLock® glass, High-Performance Low-E4 PassiveSun® glass patterned glass (including obscure, fern, reed, and cascade designs), Finelight™ grilles, divided light grilles, and tempered versions of these glass options, is warranted to be free from defects in manufacturing, materials, and workmanship for a period of twenty (20) years from the original installation date. It is also warranted not to develop, under normal conditions, any material obstruction of vision or broken glass resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for a period of twenty (20) years from the original installation date. This limited warranty on glass does not apply to special order glazings, discontinued glass, art glass, insulated art glass, impact-resistant glass, or glass that is not factory installed by Renewal by Andersen.

In the event a glass failure occurs as a result of a defect in manufacturing, materials, or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: (1) provide and install the appropriate replacement glass product or (2) provide a factory-authorized repair to the existing glass. Such replacement or repair is warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Fibrex® Material Components

The Fibrex® material components of your Renewal by Andersen windows (including frame, sash, and exterior grilles) are warranted not to flake, rust, blister, peel, crack, pit, or corrode and to be free from defects in manufacturing, materials, and workmanship for a period of twenty (20) years from the original installation date.

In the event a Fibrex material component fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: (1) provide and install the appropriate replacement components or (2) provide a factory-authorized repair to the existing product. Such replacement or repair is warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Components Other Than Glass and Fibrex® Material

The non-glass components of your Renewal by Andersen windows, including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, sash, and frame members, are warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from the original installation date. In the event a component other than glass or Fibrex material fails as a result of a defect in manufacturing, materials, or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: (1) provide and install the appropriate replacement parts or (2) provide a factory-authorized repair to the existing product. Such replacement or repair is warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Exterior Color Finish

The color finish on Fibrex® material exterior components (frame, sash, window sills, and grilles) on Renewal by Andersen windows is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta-E^ (Hunter) when measured in accordance with ASTM D2244-16el, for a period of ten (10) years from the original installation date.

Weatherstripping, accessories, and hardware, including insect screen frames, handles, trim sets, and lock components, exterior trim profiles, and exterior aluminum coil stock are not covered by this exterior color finish warranty.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Renewal by Andersen, at its option, will: (1) refinish the product – labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product) or (2) repair or replace the affected product or component. Such replacement parts, refinishing, or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Installation

Installation of your Renewal by Andersen® windows or other Andersen® window and/or door products by Renewal by Andersen installed after January 1, 2022 is warranted for a period of five (5) years from the date of original installation. During this period, should your Renewal by Andersen window or door fail to perform according to our specifications due to improper original installation, we will bring the workmanship up to our professional standards, at no cost to you. See the Andersen product warranties for additional warranty details.



This limited warranty on installation does not extend to labor/services performed by anyone other than the original Renewal by Andersen installer or other contractor authorized by Renewal by Andersen nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation.

Non Renewal by Andersen Products

For products that are not specifically branded Renewal by Andersen, see the specific product warranties for those Andersen products available at andersenwindows.com.

No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. RENEWAL BY ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e., the fifty states and the District of Columbia) and Canada. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state or province. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

Non-Warranty Repair or Replacement

You will be responsible for all costs related to any repair or replacement that is not covered by this Limited Warranty or which is outside of the limited warranty period. When warranty coverage is unclear, Renewal by Andersen may charge an inspection fee for any on-site product inspection. If the service provider determines the Renewal by Andersen product has a defect covered by this Limited Warranty, the inspection fee will be waived.

Docusign Envelope ID: BA37E069-6190-4A43-A1EC-F76DA7837A92 wnat is not covered by Inis Limited warranty Specific Additional Exclusions

In addition to any other limitations or exclusions in this Limited Warranty, Renewal by Andersen shall have no obligation for product failure, damage, or costs due to or related to the following:

- · Product modifications or glass shading devices (e.g., glass tinting, security systems, painting or staining, insulated coverings, etc.)
- Failure due to the application of non Renewal by Andersen hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.)
- · Water infiltration other than as a result of a defect in manufacturing, materials, or workmanship
- · Failure as a result of settling or structural failure of the structure in which the products are installed
- · Condensation
- · Improper maintenance, such as use of brick wash, razor blades, sealants, sanding, or improper washing
- Failure to properly seal and maintain the exposed wood portions and veneer of a product in accordance with Renewal by Andersen painting or staining guidelines
- · Obtaining safe and reasonable access to the product for service
- · Fading of furniture, flooring, window coverings, or other surrounding materials
- · Chemicals or airborne pollutants, such as salt or acid rain
- Accidents
- · Acts of God
- · Normal wear and tear

Additional Items Excluded from This Limited Warranty:

- · Products not manufactured by Renewal by Andersen
- · Products not purchased through Renewal by Andersen and installed by an authorized Renewal by Andersen installer
- · Installation services other than by authorized Renewal by Andersen installers
- Removal of Renewal by Andersen windows from the structure in which it was originally installed by anyone other than an authorized Renewal by Andersen installer
- · Labor, service, and materials to paint or stain any repaired or replaced product, component, trim, finish, or other materials applied to or adjacent to products or other carpentry work that may be required
- The performance of the low-maintenance exterior glass coating on products with High-Performance Low-E4® glass (performance will vary depending on environmental conditions)
- · Slight glass curvature, minor scratches, or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision
- · Rattling of grille bars within an air space
- · Insects passing through or around the insect screen
- · Tarnish or corrosion to hardware finishes
- · Special glazings contact us concerning the limited warranty on special glazings
- · Broken glass
- \cdot Art glass and decorative insulated art glass, impact-resistant glass
- · Fading of furniture, flooring, window coverings, or other surrounding materials
- Other product series: Some products, product options, and accessories have their own limited warranties and are not covered by this Limited Warranty. For information on warranty coverage, please refer to the specific limited warranties for these products available at andersenwindows com

Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the nearest Renewal by Andersen location, our Warranty Service Line at 800-441-1109, or visit our website at renewalbyandersen.com. We will contact you to investigate your claim within approximately two weeks after notification and arrange for appropriate action. Warranty services may be provided by Renewal by Andersen and/or an authorized Renewal by Andersen service provider.

You can help us serve you faster by providing the following important information:

- · The serial number of the affected product (located on a label affixed to the top or side of the window frame)
- · Description of the product concerns
- · Documentation of the purchase date, if available
- · Your name, address (with zip code) where product is installed, and telephone numbers

Dispute Resolution Process

General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Renewal by Andersen related to your Renewal by Andersen® products, you and Renewal by Andersen agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to your Renewal by Andersen product ("Dispute(s)"). Disputes include, but are not limited to: claims for breach of contract or breach of warranty; claims for violation of state or federal laws or regulations; claims based in tort, negligence, or product liability; claims based in fraud or fraud in the inducement, marketing, or advertising claims; and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials

Notice Required

To assert a Dispute, you must first provide Renewal by Andersen with written notice. A Notice of Dispute form is available for your use on Renewal by Andersen's website at www.renewalbyandersenwindows.com/noticeofdispute.

Renewal by Andersen Response

Renewal by Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

No Class-Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST RENEWAL BY ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Opt-Out Procedure

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Renewal by Andersen's website at www.renewalbyandersen.com/optout. Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

Applicable Law and Severability

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Questions

If you have questions about the Dispute Resolution Process or Opt-Out Procedure, contact us at 1-800-441-1109.



THE LEAD-SAFE CERTIFIED GUIDE TO REIONATE WARNINI LEAD WORK AR POISON NO SMOKING OR EATING

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CAUTION

CAUTION

CAUTION

CAUTION







1-800-424-LEAD (5323) epa.gov/getleadsafe

EPA-740-K-10-001 Revised September 2011



Important lead hazard information for families, child care providers and schools.





This document may be purchased through the **U.S. Government Printing Office** online at bookstore.gpo.gov or by phone (toll-free): **1-866-512-1800**.

Docusign Envelope ID: BA37E069-6190-4A43-A1EC-F76DA7837A92

IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.



WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- · Where to get more information about lead.

This pamphlet is not for:

- Abatement projects. Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information.
- "Do-it-yourself" projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at 1-800-424-LEAD (5323) and ask for more information on how to work safely

in a home with lead-based paint.

• Contractor education. Contractors who want information about working safely with lead should contact the National Lead Information Center at 1-800-424-LEAD (5323) for information about courses and resources on lead-safe work practices.



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- · Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint.
 People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at epa.gov/lead/pubs/leadinfo or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.



WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT

Percentage of Homes Likely to Contain Lead



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at epa.gov/getleadsafe or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before

1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.



If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- · Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

- 1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:
 - Cover the floors and any furniture that cannot be moved.
 - Seal off doors and heating and cooling system vents.
 - For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

- 2. Avoid renovation methods that generate large amounts of lead-contaminated dust.
 Some methods generate so much lead-contaminated dust that their use is prohibited.
 They are:
 - Open flame burning or torching.
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
 - Using a heat gun at temperatures greater than 1100°F.

There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

- 3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:
 - Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
 - Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

• Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you
 want testing, EPA recommends testing be conducted by a lead professional. To
 locate a lead professional who will perform an evaluation near you, visit EPA's
 website at epa.gov/lead/pubs/locate or contact the National Lead Information
 Center at 1-800-424-LEAD (5323).
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD** (5323) or epa.gov/lead/nlic can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs
- can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at epa.gov/lead/pubs/brochure

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide





For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) Regional Lead Contact U.S. EPA Region 1 Suite 1100 One Congress Street Boston, MA 02114-2023 (888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands) Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia) Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103-2029 (215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee) Regional Lead Contact U.S. EPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303-8960 (404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) Regional Lead Contact U.S. EPA Region 5 77 West Jackson Boulevard Chicago, IL 60604-3507 (312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas) Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-7577

Region 7

(Iowa, Kansas, Missouri, Nebraska) Regional Lead Contact U.S. EPA Region 7 901 N. 5th Street Kansas City, KS 66101 (913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop Street Denver, CO 80202 (303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada) Regional Lead Contact U.S. Region 9 75 Hawthorne Street San Francisco, CA 94105 (415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington) Regional Lead Contact U.S. EPA Region 10 1200 Sixth Avenue Seattle, WA 98101-1128 (206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety
Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction.
CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway Bethesda, MD 20814 Hotline 1-(800) 638-2772 <u>cpsc.gov</u>

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40 Atlanta, GA 30341 (770) 488-3300 cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control 451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 HUD's Lead Regulations Hotline (202) 402-7698 hud.gov/offices/lead/

Docusign Envelope ID: BA37E069-6190-4A43-A1EC-F76DA7837A92



SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation Pamphlet Receipt ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began. Printed Name of Owner-occupant Signature of Owner-occupant Signature Date Renovator's Self Certification Option (for tenant-occupied dwellings only) Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below. Declined – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant. Unavailable for signature – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left). Printed Name of Person Certifying Delivery Attempted Delivery Date Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.