

City of Waukesha  
Department of Community Development  
**BOARD OF ZONING APPEALS**  
201 Delafield Street, Waukesha, WI 53188



To the Board of Zoning Appeals: I hereby make an application for (choose one)

☐ A variance from section 22582 of the zoning code ☐ An appeal from the decision of the Zoning Inspector

For the property located at the following address: 1005 LINCOLN AVE WAUKESHA, WI 53186

(Address of property in question)

NOTICE: The Board meets on the first Monday of every month at 4:00 p.m. in the upper level hearing room (207) at Waukesha City Hall. **ATTENDANCE OF THE APPLICANT OR A REPRESENTATIVE IS REQUIRED.** Failure to appear could result in the application being acted on without the applicant's input, or it could result in the item being removed from the agenda, requiring the applicant to reapply and pay another filing fee.

The appeal or application must be filed with the Community Development-Planning Division at least 17 days before the Board's meeting and within 20 days of the Zoning Inspector's order or decision, accompanied by the filing fee of \$100.00.

**ALL APPEALS FOR VARIANCES MUST INCLUDE PLANS SHOWING THE VARIANCES BEING REQUESTED.**

Other types of applications may require different information, so the Community Development-Planning Division should be consulted before the application is submitted.

Applicant: (Person to receive notices)

Name: THOMAS F. SCHMITZ

Address: 1005 LINCOLN AVE

City & Zip: WAUKESHA WI 53186

Phone: 414-659-6050

Owner of property:

Please describe present use of premises: HOME

Briefly describe below your proposal (attach additional sheets as needed):

PLEASE SEE ATTACHED SHEETS FOR SHED/GARAGE

If this is an appeal from the decision of the zoning inspector, attach the following:

- 1) Copy of the decision or order rendered by the Zoning Inspector.
- 2) Statement of principal points on which appeal is based.

I hereby depose that the above statements and the statements contained in the papers submitted herewith are true and correct.

Thomas F. Schmitz  
Applicant Signature

7/8/16  
Date

PLEASE NOTE: THIS COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY A \$100.00 FILING FEE

For Internal Use Only

Amount Paid: 100.00

Check # cash

Received by: J. Andrews

July 7, 2016

To Whom It May Concern;

I am requesting approval to build a 11 x 22 steel shed on my property next to my current wood garage. I recently had a 13 x 22 concrete slab poured next to my existing garage. The steel shed would be on a 6-inch-thick concrete base and be professionally installed by American Steel Carports, Inc. Some of the reasons and benefits for my request are:

- The steel shed is non-flammable vs. the current wood garage.
- Security – I have a lot of costly personal belongings that have the possibilities to be stored in the new steel shed. Items such as my Harley, snow blower, lawn mower, yard equipment, and my boat. The current location that I live in is not the safest and my neighbors have had to deal with thefts throughout time because their possessions were visible.
- I currently have a cellar, not a basement. Storage in the cellar is minimal and the shed would help with storage of personal belongings.
- I also do fabrication and welding. My current garage is made of wood and this is not safe. Having a steel shed I can have space for a freed up work shop.

I was told that I am allowed to build a carport. A carport is an eyesore and does not have sides to protect my personal belongings. I need a space that has sides on it and that can be locked, I need security. I maintain a very nice home and yard and I would like to keep it that way.

As you can see above stated reasons and benefits, I have legitimate reasons to add a nice, professionally installed steel shed to my property. The benefits would be tremendous in my current life along with adding equity to my home. Please see the attached documents that support my request.

Thank you for your time and consideration.

Thomas F. Schmitz  
1005 Lincoln Avenue  
Waukesha, WI 53186  
262-659-6050

July 11, 2016

To any concerned parties this is to express that I have no objections to Tom Schmitz having a new out building erected behind his house at 1005 Lincoln Ave. I live across the street at 1008 Lincoln Ave. He has assured me that the building would be professionally built and would not be a detraction to the area. He explain the use as an inside storage area for some of his possession's which would be more attractive than leaving them out in the open.

John Harrison.



DEPARTMENT OF COMMUNITY DEVELOPMENT - BUILDING INSPECTION  
**APPLICATION FOR A GARDEN/UTILITY SHED (<150 SF)**

\*\*OPTIONAL SAME DAY PERMIT IF SUBMITTED PRIOR TO 3:30 P.M.  
(Subject to Staff Availability.)

Permit No. \_\_\_\_\_  
Today's Date: 7/8/16  
Job Address: 1005 LINCOLN AVE

TS Initials The undersigned hereby applies for a permit to do work herein described according to the plans and specifications filed herewith. The undersigned assures that the above mentioned plans and specification have been designed to comply with all building, zoning and health ordinances and all other ordinances of the City of Waukesha as well as all applicable laws and orders of the State of Wisconsin.

TS Initials The shed is no more than 150 sq. ft. in area.

TS Initials I have read and understand the codes and requirements of Section 22.58 of the City of Waukesha Municipal Codes. My plans reflect and comply with all limitations included therein.

Contracting Company \_\_\_\_\_ Dwelling Contractor Certification # \_\_\_\_\_ Exp Date \_\_\_\_\_  
Contractor's Name: AMERICAN STEEL CARPORT INC. Dwelling Contractor Qualifier # \_\_\_\_\_ Exp Date \_\_\_\_\_  
Address 457 BROADWAY ST. Contractor's Registration # \_\_\_\_\_ Exp Date \_\_\_\_\_  
City JOSHUA State TEXAS Zip 76058  
Telephone # 1-866-471-8761 Fax # 1-866-730-5105 ESTIMATED COST: \$3665.74

Owner THOMAS F. SCHMITZ Telephone 414-659-6050  
Address 1005 LINCOLN AVE City WAUKESHA State WI Zip 53186  
This is a (Circle one) Single-Family or Duplex?

\*\*Permits will be issued on the same day as received if the properly completed application form is submitted prior to 3:30 p.m. on days when the office is open for business. (Subject to staff availability.) The use of this optional form applies to those alteration projects which are limited in scope as spelled out on the appropriate application form. The issuance of this permit does not relieve the applicant and/or owner of their responsibility to be in compliance with all code requirements and the applicant accepts any and all risks and liabilities. If your project does not fit under the strict limitations associated with this application, use one of the regular applications.

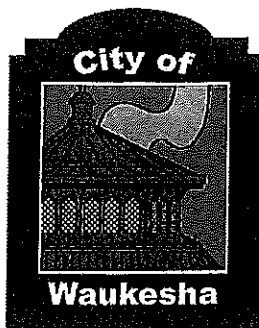
THOMAS F. SCHMITZ Print Applicant's Name ts461@hotmail.com Email Address  
Thomas F. Schmitz Signature of Applicant Date 7/8/16 Signature of Approval / Date \_\_\_\_\_

- FOR OFFICE USE ONLY -

Size <u>2000</u>	Plan Review	\$ <u>50.00</u>
Zoning District _____	Permit - .28/sf	\$ _____
Initials of Receiver _____	Assessor Fees (Res \$10)	\$ <u>10.00</u>
Res. needs 2 sets of plans, 1 digital	Copies/Scan Fees	\$ _____
Needs Plat of Survey		
Only needs a BUILDING FINAL		
	TOTAL	\$ _____

THIS FORM IS TWO-SIDED

THIS FORM IS TWO-SIDED



## COMMUNITY DEVELOPMENT

201 DELAFIELD STREET  
WAUKESHA, WISCONSIN 53188-3633  
TELEPHONE 262/524-3750 FAX 262/524-3751

Jennifer Andrews, Director  
jmandrew@ci.waukesha.wi.us

### CAUTIONARY STATEMENT TO PROPERTY OWNERS

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that: If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

### Cautionary Statement to Contractors for Projects Involving Building Built Before 1978

If this project is in a dwelling or child-occupied facility, built before 1978, and disturbs 6 sq. ft. or more of paint per room, 20 sq. ft. or more of exterior paint, or involves windows, then the requirements of ch. DHS 163 requiring Lead-Safe Renovation Training and Certification apply. Call (608)261-6876 or go to the Wisconsin Department of Health Services' lead homepage for details of how to be in compliance

### Wetlands Notice to Permit Applicants

You are responsible for complying with state and federal laws concerning the construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the Department of Natural Resources wetlands identification web page or contact a Department of Natural Resources service center.









# American Steel Carports, Inc.

## Online Sales Division

www.americansteelinc.com • sales@americansteelinc.com  
457 N. Broadway St., Joshua, TX 76058 • Phone: 866-471-8761 • Fax: 866-730-5108  
Customer Service Issues: 866-730-9865



Dealer Online Sales (Blanca Ortiz) Phone 1-866-471-8761 Date 6/30/2016

Buyer Name(s) Thomas Schmitz County \_\_\_\_\_

Buyer Address 1005 Lincoln Ave City Waukesha State WI Zip 53186

Phone (Day) 414-659-6050 (Evening) \_\_\_\_\_ (Cell) \_\_\_\_\_

Site (Unit location if different from above): tfs461@hotmail.com

Description	Width	Roof Length	Frame Length	Leg Height	Gauge	Price
AFH	11	23	22	8	14	1245
<b>Options:</b>						
<input type="checkbox"/> Regular	<input checked="" type="checkbox"/> A-Frame Horizontal					125
<input type="checkbox"/> Vertical Roof	<input type="checkbox"/> All Vertical					
<input checked="" type="checkbox"/> Additional Leg Height	Size: <u>8'</u>					150
<input checked="" type="checkbox"/> Close Sides	<input type="checkbox"/> Vertical Sides					565
<input checked="" type="checkbox"/> Close Ends	<input type="checkbox"/> Vertical Ends					1100
<input type="checkbox"/> Gable Ends	<input type="checkbox"/> Front <input type="checkbox"/> Back					
<input checked="" type="checkbox"/> Roll-Up Door	Size: <u>9x7</u>					350
<input type="checkbox"/> Overhead Door	Size: _____					
<input checked="" type="checkbox"/> Walk-In Door	Size: _____					175
<input type="checkbox"/> Window						
<input type="checkbox"/> Anchors	<input type="checkbox"/> Mobile Home <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete					
	-6%					-222.60
<b>Color:</b> Roof pewter Sides pewter Ends pewter Trim white						
Ridge Cap Color (Vertical Style Only): _____						

**All Orders  
C.O.D.**

**Invoice No.**

\*For Office Use Only

Price \$ 3,487.40

Tax Rate

5.10% Tax \$ \$177.86

Total \$ 3665.2574

10% Downpayment Before Taxes \$ -\$348.74

Plans / Equipment Return Fee \$ \_\_\_\_\_

Balance Due At Installation \$ \$3,316.52

Site Level: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Electricity: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Installation: <input type="checkbox"/> Ground <input checked="" type="checkbox"/> Cement <input type="checkbox"/> Other (Specify)	

### THINGS YOU SHOULD KNOW...

- 1) All sales are C.O.D. payment of balance in full due at time of installation.
  - 2) Height is measured from the ground to the sidewall not the peak. On Standard and A-Frame Horizontal models, the length measurement is for the roof and siding. (The base rail is 12 inches shorter than the roof and siding).
  - 3) The customer is responsible for informing the installers of any underground cables, gas lines, or any other utility lines. We will not be responsible for any damages to unmarked or un-located utilities.
  - 4) If there is a price discrepancy over \$20.00, the company reserves the right to cancel the order; if customer wishes to place the order on hold, American Steel Carports, Inc. will only honor the price for 30 days.
  - 5) All quoted prices include installation on level ground at ground level only.
  - 6) If any additions are made after the building is completed, there will be a \$100.00 return fee plus the cost of the addition.
  - 7) If customer wants insurance on the building, it is customer's sole responsibility to contact customer's insurance company to secure coverage. American Steel Carports, Inc. highly recommends that customer secure insurance coverage for the building.
  - 8) It is the sole responsibility of the customer to check for permits or restrictions regarding installation of the product. Some state and local ordinances may require a foundation prior to installation. American Steel Carports, Inc. does NOT install foundations and all costs associated with foundations shall be the sole responsibility of the purchaser. There will be a \$100 extra charge on any custom orders, non-refundable.
  - 9) It is highly recommended that all ground, gravel or blacktop installation be securely fastened with mobile home anchors. In the case of installation on concrete, it is highly recommended that concrete anchors be utilized. Rebar anchors are designed for temporary use only. American Steel Carports, Inc. will not be responsible for any damage to the structure if the customer chooses to use only the rebar anchors provided with the carport and failure to utilize the proper anchoring method will void your warranty. The customer is responsible for patching and repairing blacktop after anchors are installed. In some cases, it is not possible to install all of the mobile home anchors due to rocky or other ground conditions. In such cases, American Steel Carports, Inc. will reimburse the customer for the mobile home anchors that are not used but the customer will still be responsible for the full price of the building.
  - 10) American Steel Carports, Inc. has a select group of factory-trained installers. The warranty will be void if the unit is installed by anyone other than our approved independent contractors.
  - 11) Your lot must be level or the unit will be installed "AS IS" on the lot. Additionally, it is the customer's sole responsibility for ensuring the installation area is adequately prepared/cleared for installation. If, upon arrival, the installers find the lot in an unsuitable condition, a \$100 return trip surcharge will be added to the balance owed.
  - 12) If you are a tax-exempt purchaser, a copy of your tax exemption certificate must be attached to this original form.
  - 13) The quoted price above does not include any extra tasks or requests by the customer. Any such additional tasks or requests will require a separate quotation and approval by American Steel Carports, Inc.
- BALANCES OWING:** All unpaid balances must be paid in full at the time of installation. If balances due and owing are unpaid at the time of installation, you will be in default of this agreement and American Steel Carports, Inc. reserves the right to repossess the carport/garage and/or charge interest of 25% per annum or the maximum allowed by applicable state law, whichever is lower, on unpaid balances. If you choose to cancel the installation of the structure, American Steel Carports, Inc. is not responsible for returning your 10% down payment. Upon cancellation, you will be required to get your 10% back from the Dealer you paid it to. If payment is not made within 2 weeks, American Steel Carports, Inc. has the customer's permission to repossess carport. Ownership remains with American Steel Carports, Inc. until paid in full.

ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE 25% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION.

This is a contract. By signing this, customer acknowledges and agrees with all of the above terms and the terms contained on the reverse side of this document. This contract is NOT final until review/approval by American Steel Carports, Inc. Customer Service Will Contact You One To Two Days Before Delivery & Setup.

Customer Signature \_\_\_\_\_  
Any revisions or modifications MAY result in an additional charge.  
American Steel Carports, Inc. Approval/Authorization: \_\_\_\_\_

Dealer Signature \_\_\_\_\_

NOTICE: SEE OTHER SIDE OF THIS DOCUMENT FOR ADDITIONAL TERMS AND CONDITIONS

## General Terms and Conditions of Sale

1. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this contract bears a reasonable relation to the state of Ohio and agree that the law of the State of Ohio will govern their rights and duties. The parties specifically intend that the provisions of Chapter 1302 of the Ohio Uniform Commercial Code will control as to all aspects of this contract and its interpretation, and that all the definitions contained in it will be applicable to this contract except where the contract may expressly provide otherwise. **THE COURTS OF OHIO SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.**
2. **Recovery of Attorney's Fees.** To the extent otherwise permissible by law, American Steel Carports, Inc. reserves the right to recover attorney's fees and reasonable expenses arising out of any cause of action for which American Steel Carports, Inc. is successful and/or found least culpable.
3. **Formation, Integration, Modification.** The terms of this contract are intended by the parties as a final expression of their agreement with respect to these terms and also as a complete and exclusive statement of the terms. This agreement is a final, complete and exclusive statement of the Agreement of the parties. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in this Agreement, no modifications, limitation, waiver, or discharge of any provision of the Agreement shall affect the Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.
4. **Prices, Payment and Risk of Loss.**
  - a. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of thirty (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices tendered by Seller for any such items Seller may pay and for the Goods.
  - b. This Agreement is for the delivery and erection of fabricated metal structures and the Goods shall be delivered F.O.B. the Buyer's place of delivery. Risk of loss passes to the Buyer upon tender of the Goods to the Buyer. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. It is Buyer's responsibility to ensure that the building/carport is covered under Buyer's homeowner or other insurance.
  - c. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation.
  - d. All amounts not paid to Seller when due shall incur a carrying charge of 5% per annum or the maximum allowed by applicable state law, whichever is lower.
  - e. All amounts due on installation or other event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.
  - f. If payment is made by check and the check is returned NSF, Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to charge additional fees as allowed by law for checks returned NSF. These fees may include a \$20 service charge.
5. **Delivery.** Shipping and installation dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit provided in the Agreement.
6. **Delay of Shipment or Performance Excused for Various Reasons.**
  - a. If shipment of any item or other performance by Seller is delayed at the request or due to the fault of the Buyer, the seller may, at its option hold the item at the place of manufacture at the risk and expense of the Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable thirty (30) days after the Buyer is notified that the item is ready for shipment. If the Seller is unwilling to accommodate the Buyer by holding such item, the Buyer shall accept shipment immediately.
  - b. Dates for Seller's performance are estimates only. In addition, the Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at the Seller's or its supplier's plant or elsewhere (whether or not beyond the Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.
7. **Inspection, Testing and Rejection.**
  - a. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Agreement.
  - b. All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within seven (7) days of receipt or other reasonable time established by Seller. Any objection and/or rejection by the Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.
8. **Customer Responsible for Locating Underground Utilities.** It is the sole responsibility of the customer to provide the factory approved independent contractor installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of underground utilities be marked. American Steel Carports, Inc. is not responsible for any damage caused to underground utilities.

## LIMITED WARRANTY

**1. Limited Warranty.** Seller warrants, for a period of 20 years from the date of completion of installation, against rust through on the framing only assuming normal user care and maintenance on 12 gauge material only. This warranty does NOT apply to 14 gauge materials. Seller warrants, for a period of 1 year from date of complete installation, against defects in workmanship assuming normal user care and maintenance. This warranty gives you specific legal rights. You also may have other rights, which may vary from state to state.

**2. Warranty Disclaimer.** THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

**3. Remedy.** Buyer agrees that its sole and exclusive remedy against seller will be limited to the repair and replacement of nonconforming goods at the warrantor's option, provided seller is notified in writing of any defect. However, warrantor will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable and cannot be made within the time for performance. This exclusive remedy will not be deemed to have failed of its essential purpose so long as seller is willing and able to repair or replace the defective parts and, in any event, seller's liability for any damages due buyer will be limited to the purchase price of the goods. THIS PARAGRAPH STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

**4. Limitation on Liability.** THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE GOODS, OR ANY SERVICES IN CONNECTION WITH THE GOODS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS. IN NO EVENT WILL SELLER BE LIABLE TO BUYER AND/OR ANY THIRD PARTIES FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES OR LABOR CHARGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE TERMS MAY NOT APPLY TO YOU.**

**5. Warranty Limited to Original Purchaser.** This warranty extends only to the original purchaser of the product warranted by this document. Said warranty does not extend to transferee owners of the product.

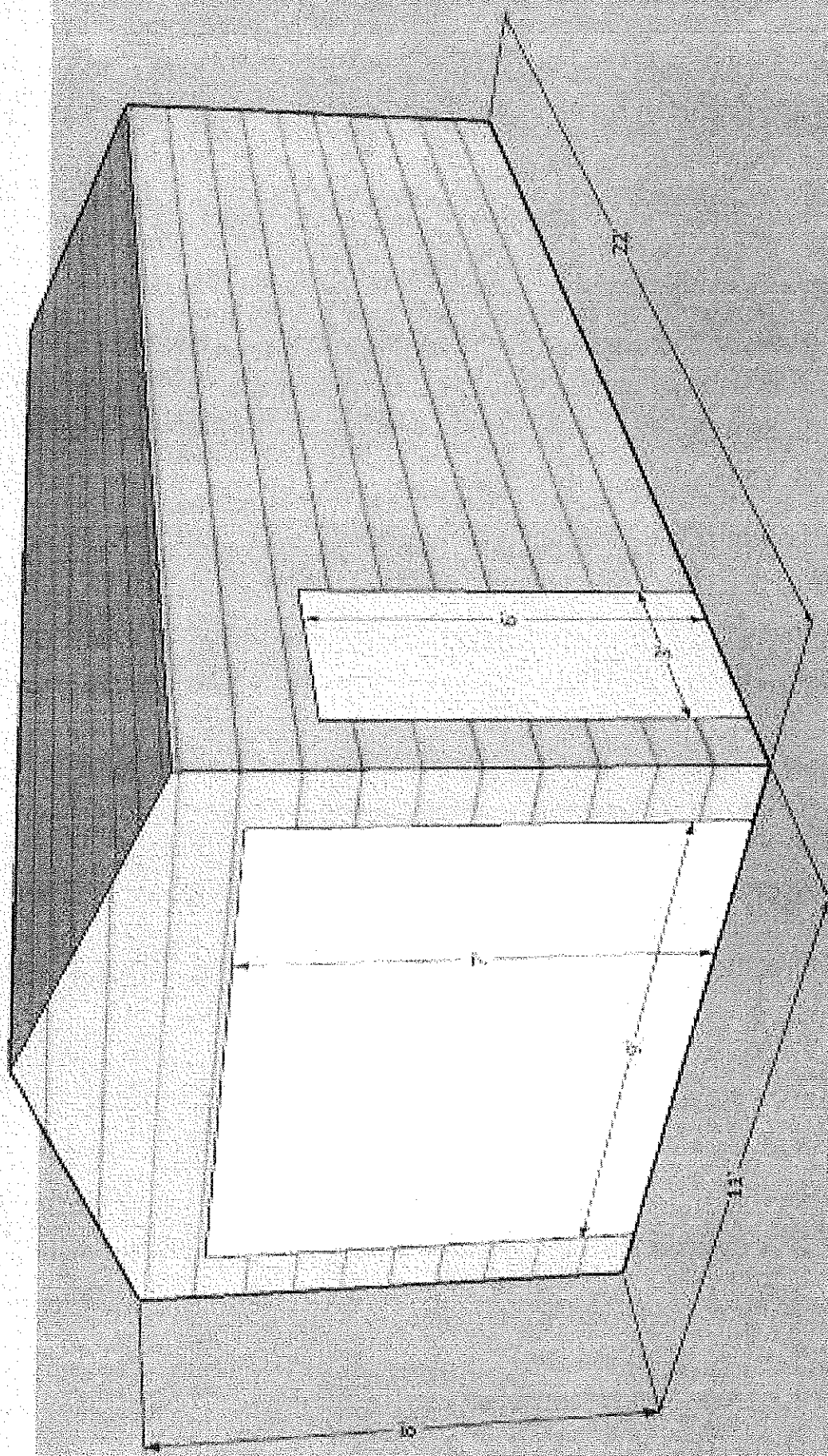
**6. Exclusions and Limitations.** American Steel Carports does not warrant any products not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by other than a factory approved installer utilizing a factory approved anchoring system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. American Steel Carports does not warrant or guarantee any product in snow or ice under any circumstances. Buyer is responsible for removing accumulation of snow and ice to prevent collapse. American Steel Carports does not warrant any temporary anchoring systems (e.g., rebar) utilized by the customer, nor shall American Steel Carports be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, American Steel Carports does not warrant any damages caused to products resulting from or after movement of the structure from the original installation point.

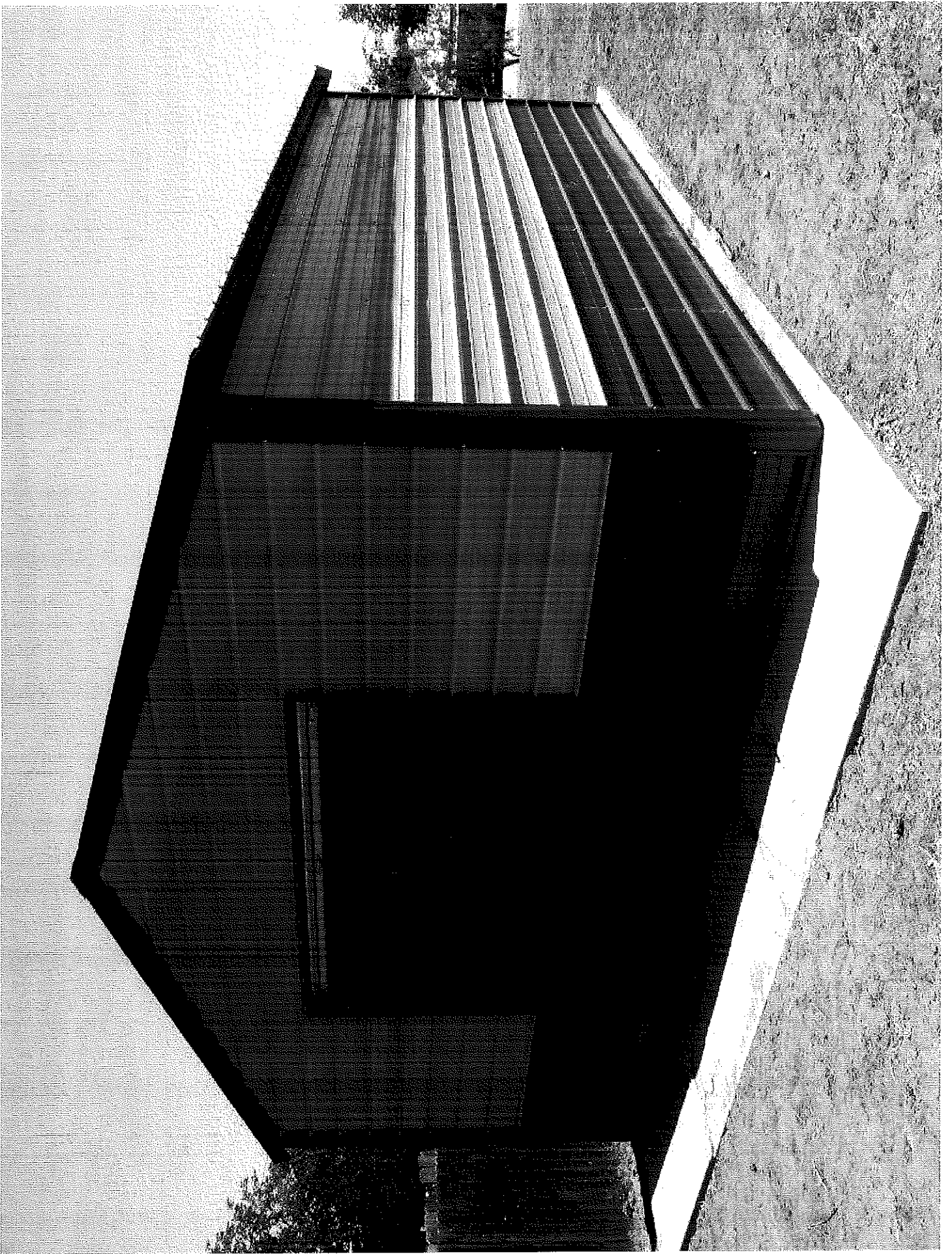
**7. Ceiling Fans Void Warranty.** The installation of a ceiling fan anywhere on the structure, no matter how it is installed VOIDS all warranties. The structure is not designed for them and they should not be used.

**8. Modification of Structure Voids Warranty.** Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by American Steel Carports, Inc. will VOID the warranty. Our products are designed to specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.

**9. Claims Procedure.** Any claim under this warranty must be in writing and sent to American Steel Carports, Inc., 457 N. Broadway St., PO Box 38, Joshua, TX 76058 and be received within 30 days of discovering claimed defect. This written notification must include a description of the defect, proof of purchase, and the address of the installed product. As American Steel Carports must have a reasonable opportunity to inspect the claim, do not begin any repairs prior to said inspection or the terms of the warranty could be voided.







## Outlook Mail

Search Mail and People

New | v Reply | v Delete Archive Junk | v Sweep Move to v Categories v ...

## ^ Folders

<b>Inbox</b>	<b>16</b>
Junk Email	16
Drafts	
Sent Items	
Deleted Items	177
Archive	

## Emailing: DanielSC1 Paid

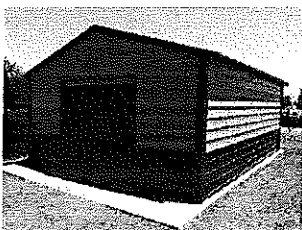


Blanca Ortiz

Thu 4:57 PM

You v

Photos



Download Save to OneDrive - Personal

Thank You,  
Blanca Ortiz  
Online Sales  
American Steel Carports, Inc. / American Carports, Inc.  
Email: [bortiz@americansteelinc.com](mailto:bortiz@americansteelinc.com)  
Toll Free: 1-866-471-8761 Ext. 4358  
[www.americansteelinc.com](http://www.americansteelinc.com)

Versatile. Strong. Built to Last.

We care about providing "Outstanding" customer service.  
Did I meet your expectations? Please feel free to provide  
any feedback to my supervisor at [ascservice@americansteelinc.com](mailto:ascservice@americansteelinc.com)

Your message is ready to be sent with the following file or link attachments:

DanielSC1 Paid

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments.