



## LANDMARKS COMMISSION APPLICATION

Monthly meeting is scheduled the first Wednesday of every month.

**Application Deadline is 4:30 p.m. 12 days prior to the meeting date.**

Date Received: 8-19-20

Amount Paid: \$15.00 Rec'd. By: ma

I am applying for a:

- ☒ Certificate of Appropriateness (COA) - **\$15.00 application fee required.**  
☒ Landmarks Paint & Repair Grant (LCP & R) - **~~\$15.00 application fee required.~~**  
☐ Both - \$30.00

### A. General Information:

Name: Christian Newton Occupati  
Phone- on Landscape Designer  
Home: cell: 651-955-9594 Work 262-547-2677  
Mailing  
Address: 137 North James Street Waukesha, WI 53186

Spouse's Occupati  
Name: Amy Newton on: Domestic Engineer  
Phone- (SAHM)  
Work: cell: 651-497-1221

### B. Income Level Information: (Required only for those applying for a LCP & R Grant)

Based on the following chart, CHECK ONE OF THE BOXES BELOW to INDICATE WHETHER YOUR FAMILY INCOME IS ABOVE OR BELOW THE GUIDELINE amount for your household:

No. in Family	Income Level (Up to:)	No. in Family	Income Level (Up to:)
1.....	\$37,650	5.....	\$58,050
2.....	\$43,000	6.....	\$62,350
3.....	\$48,400	7.....	\$66,650
4.....	\$53,750	8.....	\$70,950
<input type="checkbox"/> Income is <b>Above</b> Guidelines		<input checked="" type="checkbox"/> Income is <b>Below</b> Guidelines	

### C. Architectural Information on Property:

Historic Name of REX WARDEN HOUSE Construction CRAFTSMAN



Building: House / Residence Date/Era: 1916  
 Historic Property \_\_\_\_\_ Architectural Style \_\_\_\_\_  
 Address: 137 North JAMES STREET \_\_\_\_\_

Brief Historic Background: \_\_\_\_\_

Have there been any alterations or repairs? \_\_\_\_ Yes \_\_\_\_ No

If yes, describe alterations/repairs: \_\_\_\_\_

#### D. Nature of Intended Repair(s)/Proposed Work:

Briefly and accurately describe type and location of proposed work on primary building, carriage house, outbuildings (i.e.: garage), fences (including retaining walls), paved surfaces and landscaping. Attach extra sheets and supplemental material as requested in the criteria checklist found in Section E. Be sure to reference the attached Exhibit A, which summarizes the guidelines from the Secretary of Interior's Standards for Historic Preservation Projects. Your narrative must address any of the following elements related to your project:

##### ROOF

Repair or replacement? \_\_\_\_\_

Soffits/Fascia/Dow \_\_\_\_\_

nspouts \_\_\_\_\_

Eaves, Gutters \_\_\_\_\_

Shingle type/style/color \_\_\_\_\_

##### SIDING

Repair or replacement? YES

Paint Colors, Materials See attached

Shingling/Ornamentation/ Stickwork \_\_\_\_\_

##### OTHER EXTERIOR REPAIRS

Awnings \_\_\_\_\_

Brickwork/Stonewo \_\_\_\_\_

rk \_\_\_\_\_

Cresting \_\_\_\_\_

Doors \_\_\_\_\_

##### PORCH

Repair or replacement? \_\_\_\_\_

Front or Side, Rear \_\_\_\_\_

Ornamentation \_\_\_\_\_

Finials, Other \_\_\_\_\_

##### CHIMNEY

Repair/replace ment? \_\_\_\_\_

Flashing \_\_\_\_\_

Tuckpointing \_\_\_\_\_

##### WINDOWS

Repair/replace ment? \_\_\_\_\_

Materials, Other \_\_\_\_\_

##### FOUNDATION

Extent of repair \_\_\_\_\_

Tuckpointing \_\_\_\_\_

Other \_\_\_\_\_

##### MISCELLANEOUS

Landscaping \_\_\_\_\_

Fences \_\_\_\_\_

Paving/Brick \_\_\_\_\_

Pavers \_\_\_\_\_





Repair trim - see attached details

Paint exterior - see attached color swatches

Estimated start date: September 2020

Estimated completion date: October 2020

I/We intend/have already applied for the state's preservation tax credits: ☒ Yes ☐ No

Status: In process

Has owner done any previous restoration/repair work on this property? ☐ No ☐ Yes

If yes, what has been done? Homeowners Insurance replaced roof  
Winter 2020

Are any further repairs or alterations planned for this building for the future? ☐ No ☐ Yes

If yes, please describe: \_\_\_\_\_

#### E. Criteria Checklist (REQUIRED, please read carefully):

##### For ALL PROJECTS

- ☒ Photographs of affected areas and existing conditions from all sides
- ☒ Historic plans, elevations or photographs (if available)
- ☒ Material and design specifications, including samples and/or product brochures/literature when appropriate

##### For ALL NEW CONSTRUCTION/ADDITIONS/EXTERIOR ALTERATIONS/FENCING & LANDSCAPING

☐ Site and/or elevation plan - to scale (required for all new construction or proposed additions)

##### For EXTERIOR PAINT WORK



✓ Color samples (including brand of paint and product ID number) and placement on the structure

### **REQUIRED FOR ALL LCP & R APPLICATIONS**

Provide a detailed cost estimate for these repair(s), based on the number of gallons of paint, the amount of lumber, or the number of panes of glass, etc. Be certain to separate material costs from labor. Include a written estimate(s) if available:

Please see attached documentation from CertaPro  
for these details.

I have read and answered the above to the best of my knowledge, and the information I have supplied is accurate to the best of my knowledge. I agree to supply any relevant documentation that is required for the proper review of this application. If I am applying for a LCP & R, I also agree to do the intended paint and/or repair work, as outlined and proposed above, exactly as described, or I agree to return the entire amount of the grant. I understand that I, or my assistants, must finish the proposed project within one hundred twenty (120) days of the payment of the grant. Compensation for the paint/materials, acquired solely for the repairs specified above, will be paid promptly upon the receipt of the properly written billing, or in a manner to be agreed upon between the owner/renter and the landmarks Commission or its authorized representative(s). Once the proposed paint/repair project has been approved, no changes or alterations in design or color scheme are allowed without the express written approval of the Landmarks Commission or its authorized representative(s). Failure to comply with the above is sufficient cause for the grant recipient to be required to immediately repay the entire grant amount. Any and all disputes which may arise under this agreement, or its interpretation, concerning eligibility, approval, procedures or forfeitures, shall be presented in writing to the Landmarks Commission, by the applicant, within ten (10) days of the dispute. The Landmarks Commission will then make a decision, and notify the applicant of its decision in writing, within ten (10) days of receipt of the letter detailing the nature of the dispute. These decisions will be final and binding.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### **Office use only:**

Received by: \_\_\_\_\_

Inspected/Photographed By \_\_\_\_\_

COA Approved: ☐ Yes ☐ No

Authorized By \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote: \_\_\_\_\_



Comments:

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LCP & R Approved: ☐ Yes ☐ No

Authorized

By \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote: \_\_\_\_\_

Comments:

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**EXHIBIT A:****The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995****Standards for Preservation**

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

**Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible



with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

### **Standards for Restoration**

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

### **Standards for Reconstruction**

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color, and texture.
5. A reconstruction will be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically will not be constructed.







We proudly feature Sherwin-Williams paints and stains.

Exterior Proposal

Job #: JOB-1264-3681

Date 07/13/2020

**PREPARED FOR****Amy Newton**

📍 137 N James St  
Waukesha, WI 53186

☎ (651) 497-1221

✉ amynewton04@yahoo.com

**PREPARED BY****Eric Friedrichsohn**

Residential Sales Associate

☎ (262) 573-8816

📅 (262) 574-9195

✉ efriedrichsohn@certapro.com

**CertaPro of Waukesha County**

(262) 574-1555

waukeshacounty@certapro.com

<http://waukesha-county.certapro.com>

300 Travis Lane #18

Waukesha, WI 53189

Full Worker's Compensation Coverage  
Society Insurance

**PRICE SUMMARY**

Front	\$5,078.69
Garage	\$2,854.10
Left	\$3,767.83
Rear	\$3,745.04
Right	\$3,638.33
Carpentry work	\$2,311.00
4th of July Discount Extended	-\$1,500.00
<b>Subtotal:</b>	<b>\$19,895.00</b>
<b>Total:</b>	<b>\$19,895.00</b>
Deposits Due	\$4,500.00
<b>Balance</b>	<b>\$15,395.00</b>

**PROJECT SUMMARY****Included in the price above:** Front, Garage, Left, Rear, Right, Carpentry work**Overview:**

LEAD SAFE home along with Historic District Home. Make sure to clear colors and scope with district

**Excludes:**

Inside the storm windows, Carpentry work (working on a bid for this)

**Certainty Pledge:**

The Job Site Supervisor will contract you two or more days in advance of your project starting.

The Job Site Supervisor will perform the First 10 Minutes with the customer to verify the project's points and ask and answer questions.

The Job Site Supervisor will fill out a Time and Materials form with the customer for any work that is performed on a Time and Materials basis.

The Job Site Supervisor will give a Daily Update on their progress, usually at the end of the work day.

The Job Site Supervisor will conduct the Pride Walk or our Final Walk-Through with the customer to make sure we have met their expectations and didn't miss anything.

The Job Site Supervisor will collect final payment at this point, or advise the customer to sign off on their EZPay loan if applicable.

Have you chosen colors? Do you have the old cans? We are matching a chip? If you need help we offer a color consultation. Please email confirmation of colors prior to any project starting.

Our painters normally start between 8 and 9 AM and paint until 5 to 6 PM. If you require a custom start please let the job site supervisor know.

The crew may park on the street/drive, place a sign in the yard, listen to the radio, clean equipment in the utility sink or at the hose bib, we also may store equipment in the yard behind the home, or if you have a better place for us to put the equipment let us know. Interiors normally one room out of the way. If you need us to change any of our normal process please let the job site supervisor know.


The Time Frame for completing this project is:

### **Weather. Rain delays everything!**

Depending on the type of Siding and Trim you may have, after it rains, moisture may take several hours or days to evaporate out. If we were to paint during this time, the paint or stain will fail. We don't want your home to fail.

### **Crew Notes:**

### **PROJECT DETAILS**

	Paint	Sheen	Color	Paint / Primer Coats	
<b>Front</b> \$5,078.69					
Soffit	Resilience-Acrylic Latex	Flat	TBD - Trim	2	
Rough Cedar - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2	



Shake - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Windows	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Window Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Doors	Resilience-Acrylic Latex	Flat	TBD - Accent	2
Door Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Gutters - Aluminum	Resilience-Acrylic Latex	Flat	TBD	2
Downspouts	Resilience-Acrylic Latex	Flat	TBD	2
Post (horizontal)	Resilience-Acrylic Latex	Flat	TBD	2
Spindles	Resilience-Acrylic Latex	Flat	TBD	2
Fascia (Traditional)	Resilience-Acrylic Latex	Flat	TBD	2

Wash

Paint Brands: Sherwin-Williams

**Garage \$2,854.10**

Soffit	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Wood - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Windows	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Window Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Doors	Resilience-Acrylic Latex	Flat	TBD - Accent	2
Door Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Fascia (Traditional)	Resilience-Acrylic Latex	Flat	TBD	2

Wash

Paint Brands: Sherwin-Williams

**Left \$3,767.83**

Soffit	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Rough Cedar - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Shake - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Windows	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Window Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Gutters - Aluminum	Resilience-Acrylic Latex	Flat	TBD	2
Downspouts	Resilience-Acrylic Latex	Flat	TBD	2



Fascia (Traditional)	Resilience-Acrylic Latex	Flat	TBD	2
Wash				
Paint Brands: Sherwin-Williams				
<b>Rear</b>	<b>\$3,745.04</b>			
Soffit	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Rough Cedar - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Wood - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Windows	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Window Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Doors	Resilience-Acrylic Latex	Flat	TBD - Accent	2
Door Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Gutters - Aluminum	Resilience-Acrylic Latex	Flat	TBD	2
Downspouts	Resilience-Acrylic Latex	Flat	TBD	2
Fascia (Traditional)	Resilience-Acrylic Latex	Flat	TBD	2
Wash				
Paint Brands: Sherwin-Williams				



<b>Right</b>	<b>\$3,638.33</b>			
Soffit	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Rough Cedar - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Shake - Hard Roll	Resilience-Acrylic Latex	Flat	TBD	2
Windows	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Window Frames	Resilience-Acrylic Latex	Flat	TBD - Trim	2
Gutters - Aluminum	Resilience-Acrylic Latex	Flat	TBD	2
Downspouts	Resilience-Acrylic Latex	Flat	TBD	2
Fascia (Traditional)	Resilience-Acrylic Latex	Flat	TBD	2
Wash				
Paint Brands: Sherwin-Williams				



**Carpentry work** \$2,311.00

## SET-UP

### CUSTOMER TO:

Ensure water is turned prior , Keep car away from house , Keep children and pets away from equipment, materials and work areas

### CERTAPRO WILL COVER & PROTECT

Driveway , Flower beds , Items and surfaces not being painted as needed

### CERTAPRO WILL

<https://certaone-app.certapro.com>

### EXCLUSIONS

Remove and reinstall downspouts (if possible)

Any surface not specified in the proposal , Anything else not specified in the proposal , Basement Windows , Brick , Carpentry Work , Carpentry work is performed on a T&M basis and is currently excluded from the price. , Deck , Deck Railing , Deck Railing Spindles , Deck Skirt , Deck Steps , Deck support posts , Deck underside , Windows Behind Storms

CertaPro Painters will be responsible for setting up the job site so that it meets all Safety Requirements. We ask that the customer does their part to make sure that the areas being worked on are free and clear of all personal items so that we can have easy access to the areas included in the contract.

## PREPARATION

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- Wash areas to be painted as necessary to remove dirt and mildew
- Scrape loose peeling paint
- Caulk previously caulked areas where old caulk is cracked loose or missing

**STANDARD LEVEL OF PREP:** Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:

- The crew will either power wash or hand wash surfaces, as needed, to remove excess dirt and mildew.
- Scrape or wire brush loose and peeling paint/stain. Scraping and wire brushing will not result in a smooth finish. There will be ups and downs where paint was removed.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained, as stain is self priming.
- Puttying, caulking, and wood filling as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.
- Masonry Patching where needed. Please Note\*\* Masonry patching will not mimic the current texture of the masonry surface. (concrete block, brick, stucco, Dryvit, and EFIS)

This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:

- Wood replacement
- Fixing imperfections that require feather sanding and Bondo application.
- Full re-caulking if caulk is not failing or missing.
- Re-sculpting trim and siding where damaged.
- Stripping existing surface coating.
- Sanding of any kind without additional written notes.

**CAULKING:** Unless otherwise stated, only areas where all surrounding boards are being painted will be caulked. Areas where the substrates are required to breathe such as expansion joints, butt joints (where siding boards butt against each other) and non-previously caulked areas will not be caulked.

**FILLING HOLES:** Fill holes is at CertaPro's discretion unless otherwise noted on this contract. The guideline is that woodpecker holes and large open knot holes will be filled. Small knot holes will not be filled. Expanding foam and wood putty will be used as required.

**CARPENTRY WORK:** Carpentry work is available at \$95.00 per man hour plus materials with a 35% mark up. Labor includes inspection, material pick up, repairs and material disposal.

## CLEAN-UP

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**NO TRACE PAINTING POLICY:** Daily Clean Up: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

**POWER WASHING:** Recommended to prevent problems with intercoat adhesion. The goal is not to remove paint, however, it is likely paint chips will be knocked off during power washing. We may not clean up paint chips immediately after washing as they will be too wet. Paint chips will be cleaned up once we are on the job to paint.

## NOTES

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**OUR CERTAINTY SERVICES SYSTEM:** To ensure that the project meets your expectations, we will:

- 1st 10 Minutes: Meet with you at the start of the project to ensure all information is accurate.



- Daily Updates: Communicate with you daily to inform you of what has been completed, what will be done tomorrow and possible issues.
- Pride Walk: Complete a final inspection with us to make sure you are completely satisfied with the project.

**PICKING COLORS:** To pick your colors, please go to the nearest Sherwin Williams paint store. We will need to color name, color number and sheen. Provide color choices to CertaPro no later than 5 days before the project start date to avoid delays. Pricing is based on the current color scheme unless otherwise noted on this contract. Color changes require two coats.

**COLOR CONSULTATIONS:** We offer a free one hour color consultation with every project involving a color change. The suggestions by the consultants are to help direct the customer. Customer is responsible for the final selection.

Consultations are free to all customers with signed contracts. If you would like a consultation prior to signing the contract, the fee is \$150.00 at the time of the consultation. The money will be credited towards your project once completed.

**LANDSCAPING:** We exercise caution around plants and shrubs to avoid trampling and excessive drips. However, we cannot be responsible for incidental damage that occurs in the normal course of the work.

**DECKS & HORIZONTAL SURFACES ARE NOT WARRANTED:** Horizontal surfaces take a beating from foot traffic, rain, ice, snow and sun. They will show wear before other areas. Many customers choose to maintain them annually or biannually.

**TIME & MATERIAL PROJECTS:** Some services cannot be given a exact price up front. Most common services are additional caulking, sanding, vine removal and carpentry. The painters will provide a T&M Form to help track hours as the work is performed. Discounts do not apply to T&M work.

## ADDITIONAL NOTES

**PAYMENT TERMS:** A 25% deposit is required on residential projects and 35% deposit on commercial projects unless other agreements have been arranged in writing. Balance is due in full upon completion of the project unless agreed upon in writing prior to the start of the project. Customer is expected to make themselves available for the **Pride Walk** at the completion of the project. The painters and/or office will do their best to inform the customer of a rough completion time. A 2% late fee per month will be assessed on amounts due over thirty (30) days. Those with specific payment terms in writing the thirty (30) days will start based on those terms.

**PAYMENT METHODS:** The price quoted is based on paying by cash or check and includes a 3% discount (rounded to the whole dollar). Please write the check to CertaPro Painters. The job site supervisor for your project is authorized to collect payment. We accept VISA, MasterCard, Discover, and American Express. There is a 3% convenience fee (rounded to the whole dollar) which will be added to the amount charged to the credit card. All of our job site supervisors carry credit card authorization forms with them. We offer 6 MONTHS NO INTEREST NO PAYMENTS with CertaPro EZPay. Customer **MUST BE APPROVED PRIOR TO STARTING THE PROJECT, NO EXCEPTIONS.** Any add-ons must be paid for by cash, check or credit card.

**WISCONSIN "Right to Cure Law":** Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file a lawsuit, and you must provide your contractor the opportunity to make an offer to repair or remedy the alleged construction defect. The full brochure explaining the law and the proper steps to making a claim can be found on CertaPro's website, or at <http://www.wisbuild.org/right-to-cure-law.html>

**NOTICE OF LIEN RIGHTS:** As required by the Wisconsin Construction Lien Law, Contractor hereby notifies owner that persons or companies furnishing labor or materials for the project on the owner's land may have lien rights on the owner's land and buildings if not paid. Those entitled to lien rights, in addition to the contractor are those that contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the project. All customers are entitled to a lien waiver upon completion and payment for the job. Our crews carry the form with them so please feel free to ask.

**DISPUTES:** This Agreement shall be deemed to have been made in and governed by the laws of the State of Wisconsin. All disputes related to this Agreement shall be resolved through mediation or binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its rules. If the parties proceed to binding arbitration, the decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. The party that prevails in binding arbitration shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses, whether such fees, costs, and expenses are incurred by the prevailing party before or after the arbitration decision.

## SIGNATURES



Authorized Franchise Representative Signature

05/27/2020

Date



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**PAYMENT**

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**EZpay Option: 6 Months**

Loans provided by EnerBank USA, Member FDIC, (1245 Brickyard Rd., Suite 600, Salt Lake City, UT 84106) on approved credit, for a limited time. Repayment terms vary from 18 to 126 months. Interest waived if repaid in 180 days. 17.99% fixed APR, effective as of 04/01/2020, subject to change. Interest starts accruing when the loan closes. EnerBank USA is a fair housing lender and makes loans without regard to race, color, religion, national origin, sex, handicap, or familial status.

**Payment is due:** In full upon job completion

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**DECLARATION OF CONTRACT**

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(I/We) Have read the terms stated herein, they have been explained to (me/us) and (I/we) find them to be satisfactory, and hereby accept them.

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Customer Signature

Date

---

**ADDENDUM - ALL PICTURES**

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**Front****Front****Garage****Garage****Garage****Left**



Left



Rear



Right

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## DEFINITIONS AND CONDITIONS OF THIS CONTRACT

**RELATIONSHIP** — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

**COLORS** — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

**UNFORESEEN CONDITIONS** — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

**PROPOSAL** — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

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## ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

## NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. 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 TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. 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 SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE 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 AGREED TO RETURN THE GOODS 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:

Name of Seller **CertaPro of Waukesha County**

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DATE OF TRANSACTION \_\_\_\_\_  
 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_



I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

## LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

### THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
  - mill-glazing from smooth cedar
  - ordinary wear and tear.
  - abnormal use or misuse.
  - peeling of layers of paint existing prior to the work performed by the Contractor.
  - structural defects.
  - settling or movement.
  - moisture content of the substrate.
  - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

### FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.





SOFFIT AND FASCIA REPAIR



SOFFIT AND FASCIA REPAIR





SOFFIT AND FASCIA REPAIR

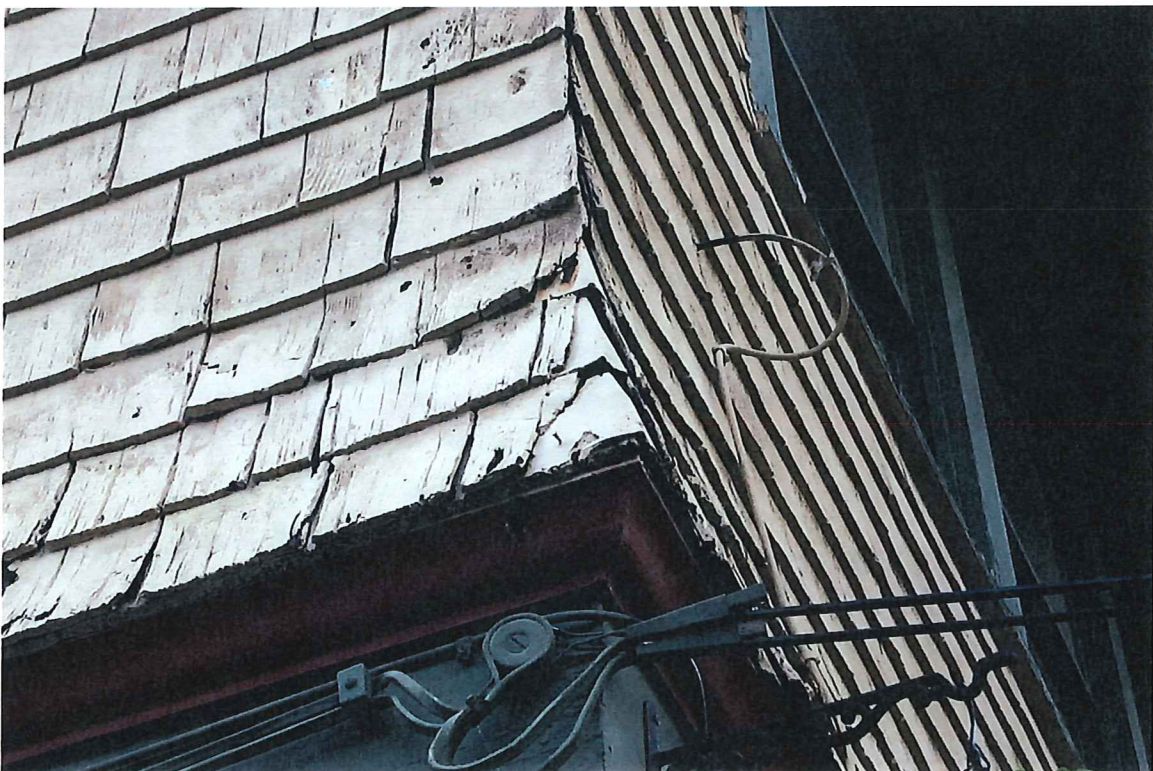


SOFFIT AND FASCIA REPAIR





TRIM AND DRIP EDGE REPAIR

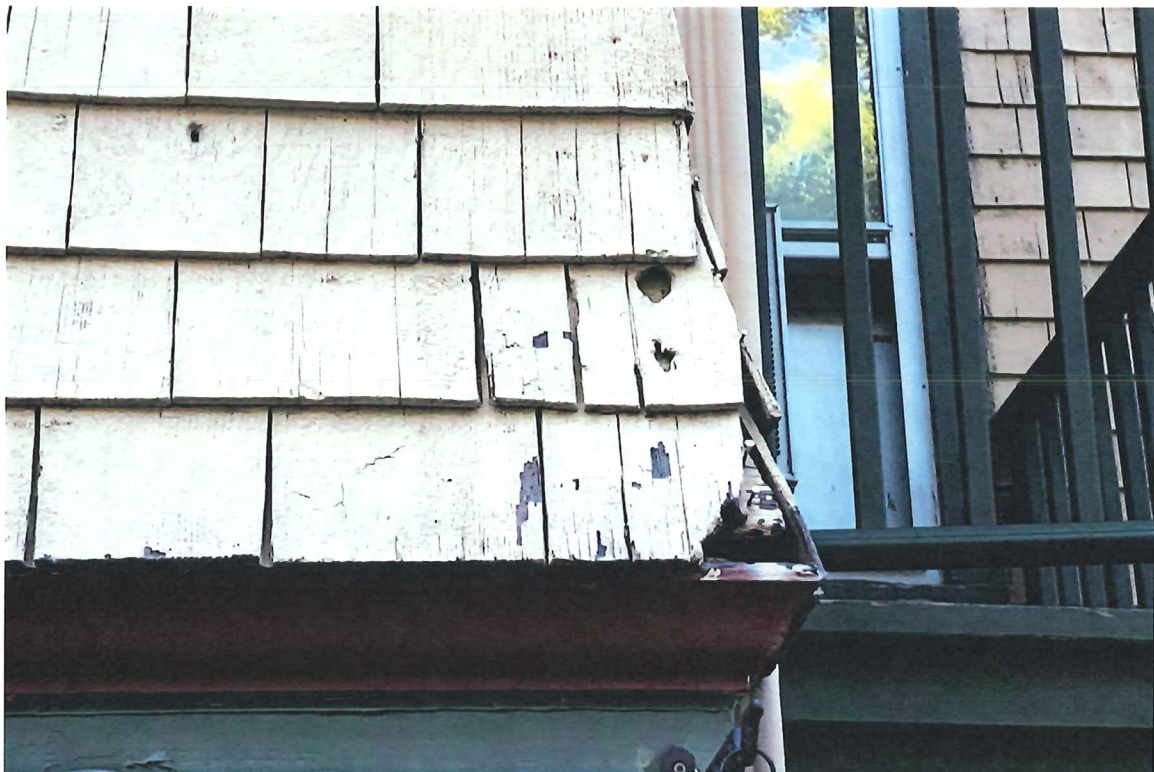


CORNER REPAIR OF CEDAR SHAKES





WINDOW TRIM



CORNER REPAIR OF CEDAR SHAKES





REMOVE A PREVIOUS PATCH JOB AND RETURN TO ORIGINAL



FILL GAPS DUE TO POOR INSTALLATION AND REPAIR TRIM





REPAIR CORNER OF CEDAR SHAKES AND WOOD PECKER HOLES



REPAIR TRIM AND DRIP EDGE



#### REPAIR TRIM.

\*THESE PICTURES ARE NOT FULLY INCLUSIVE. I CANNOT REACH THE TOP AREAS OF THE HOUSE BUT THE GOAL IS TO REPAIR THE SIDING AND TRIM IN A MANNER THAT MEETS YOUR GOALS OF KEEPING THE ORIGINAL CHARACTER AND MATERIALS WHERE AT ALL POSSIBLE. THE ATTACHED BID HAS AN ESTIMATE FOR SIDING REPAIR BUT I FULLY EXPECT THAT TO GO UP AS THE CARPENTERS BEGIN THEIR WORK AND UNCOVER WHAT TRULY NEEDS TO BE REPAIRED. MY INTENTION IS TO ALSO KEEP AS MUCH OF THE ORIGINAL MATERIALS AS POSSIBLE FOR BUDGETARY REASONS AS WELL.

