



APPLICATION FOR RESIDENTIAL BUILDING / GRADING PERMIT

211 W. Aspen Ave P: (928) 213-2619
Flagstaff, AZ 86001 F: (928) 213-2609
www.flagstaff.az.gov

- SFD Addition/Remodel
Demo ADU Solar
Accessory Structure

SITE ADDRESS: 2408 N. Talkington Dr. , Flagstaff, AZ 86001

Subdivision: Coconino Estates Unit 2 Lot #: Parcel # 10202020

(\*See Subdivision Note on Pg 2)

Property OWNER: James & Beth Martin

Owner's Address: 2408 N. Talkington Dr. Owner's Phone #:

City - State - Zip: Flagstaff, AZ 86001

Permit Contact Name: Ki Daehler Phone #: (928)864-6880 Email: ki@bardenhomebuilders.com

Estimated Value of Construction: \$ 9000 Scope of Work: Window Change Out

Date Built of any existing structures on the property 1962

Contact the local Registrar of Contractors Office (928-637-0480) regarding licensed contractor requirements. If you are using a licensed General Contractor and/or subcontractors, you must provide that information prior to the permit being issued.

GENERAL CONTRACTOR or Owner/Builder (Res. Only): Barden Home Builders, Llc.

Address: P.O. Box 30905 Contact Name: Ki Daehler

City - State - Zip: Flagstaff, AZ 86003 Day Phone #: (928)864-6880

License # 245687 License Class B-General Expiration Date June 2022

Arizona State Tax #: 20113133 City of Flagstaff Sales Tax #: 80282148

Plumbing Sub: License #: Phone #:

Curb Cut/Approach: License #: Phone #:

Electrical Sub: License #: Phone #:

Mechanical Sub: License #: Phone #:

If you are taking the building permit out as owner builder: Do you or will you live on the premises? Yes No
If no, you must provide a signed statement from the Registrar of Contractors stating that you are exempt from using a licensed contractor per A.R.S. 32-1121. If you have any questions you may contact the Registrar of Contractors at 1-877-692-9762, or pick up your statement at 800 W. Washington St, 6th floor, Phoenix, AZ.

X Ki Daehler - Project Manager 2/22/2021
Signature Home Owner Contractor Title Date

Table with 4 columns: Office Use Only, Flood Zone, Zoning Dist., RPO; Permit #, Date Applied, Receipt #, Amount Paid

Table with 4 columns: Name, Approval - Initial & Date, Hold - Initial & Date. Rows include Public Works, Water Services, Fire Prevention, Engineering, Stormwater, Planning, Building, HPO

Project #

COMMENTS:

**Impervious Surface (Square Feet)**

**ADEQ NOI #** \_\_\_\_\_

Please include TOTAL square footage (**new & existing**) using the footprint not the livable areas. The following square footages must also be provided on the building plans.

**\*SUBDIVISION NOTE:**  
The NOI number must be obtained **prior** to building permit submittal if your lot is located in an affected subdivision. Please refer to the City of Flagstaff Stormwater management page of our website or check with Front Counter Staff for a complete list of affected subdivisions and requirements.

Buildings: \_\_\_\_\_ SF                      Sidewalks: \_\_\_\_\_ SF

Driveway: \_\_\_\_\_ SF                      Decks/Patios: \_\_\_\_\_ SF

Parking: \_\_\_\_\_ SF                      Other: \_\_\_\_\_ SF

**TOTAL:** \_\_\_\_\_ SF

Property Information:     Yes  No Located in an existing City of Flagstaff Historic District? (Name: \_\_\_\_\_)

**Grading Questionnaire**

Do any of the following conditions apply to your site? Please check the appropriate response. (cut and fill inside the building foot print is not counted).

- | <b><u>Yes</u></b>        | <b><u>No</u></b>         |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Will there be fill greater than 50 cubic yards on any one lot (about 4 ½ - 10 wheeler loads)?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Will you be placing fill or creating a cut-slope near your property line (i.e. leveling lot)?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Will you be filling areas of your project outside the building footprint/foundation with imported fill material or existing material from excavations for basements, lower floors, foundations, retaining walls or other structures authorized by a valid building permit? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Will there be fill supporting a structure (must be engineered prior to commencing work)?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Will the placement of fill on your property obstruct or change the flow of an existing man-made or natural drainage course or divert runoff onto neighboring property?   |

A “**YES**” response to any question may require a grading permit, and must be shown on the site plans (existing contour lines and new proposed). Sections may be required. Please provide two (2) sets of the following:

- Shade the area to be cut and/or filled.
- Typical cross section for area to be cut and/or filled

Indicate quantities of cut \_\_\_\_\_ cyds.; fill \_\_\_\_\_ cyds. Estimate value of grading \$ \_\_\_\_\_

Plans for any retaining walls (if retaining greater than 48” or has a surcharge from a structure or parking area, the plans must be prepared by a professional engineer and stamped). Special Inspection is required: yes / no

**R105.3.2 – Time Limitation of application: An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a permit has been issued. The building official is authorized to grant one or more extensions not exceeding a period of 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.**

**DEPOSIT SCHEDULE:** The estimated plan review fee is due (see estimated plan review fees chart) at the time the application is submitted and is **non-refundable**. The remaining balance of the permit fee is due upon permit issuance.

Solar Application Deposit: \$150.00 (remaining balance will be due upon permit issuance)

## ESTIMATED PLAN REVIEW FEES

(for plan review deposit only)

Valuation	Plan Check Fee	Valuation	Plan Check Fee	Valuation	Plan Check Fee
\$ 1-500	18.00	42,000	423.00	97,000	730.00
600	20.00	43,000	431.00	98,000	736.00
700	22.00	44,000	438.00	99,000	741.00
800	25.00	45,000	446.00	100,000	746.00
900	27.00	46,000	453.00	110,000	788.00
1,000	29.00	47,000	461.00	120,000	830.00
1,100	31.00	48,000	469.00	130,000	872.00
1,200	34.00	49,000	476.00	140,000	914.00
1,300	36.00	50,000	484.00	150,000	956.00
1,400	38.00	51,000	489.00	160,000	998.00
1,500	41.00	52,000	494.00	170,000	1040.00
1,600	43.00	53,000	499.00	180,000	1,082.00
1,700	45.00	54,000	504.00	190,000	1,124.00
1,800	47.00	55,000	510.00	200,000	1,166.00
1,900	50.00	56,000	515.00	210,000	1,208.00
2,000	52.00	57,000	520.00	220,000	1,250.00
3,000	62.00	58,000	525.00	230,000	1,292.00
4,000	73.00	59,000	531.00	240,000	1,334.00
5,000	84.00	60,000	536.00	250,000	1,376.00
6,000	94.00	61,000	541.00	260,000	1,418.00
7,000	105.00	62,000	546.00	270,000	1,460.00
8,000	115.00	63,000	552.00	280,000	1,502.00
9,000	126.00	64,000	557.00	290,000	1,544.00
10,000	136.00	65,000	562.00	300,000	1,586.00
11,000	147.00	66,000	567.00	310,000	1,628.00
12,000	157.00	67,000	573.00	320,000	1,670.00
13,000	168.00	68,000	578.00	330,000	1,712.00
14,000	178.00	69,000	583.00	340,000	1,754.00
15,000	189.00	70,000	588.00	350,000	1,796.00
16,000	199.00	71,000	594.00	360,000	1,838.00
17,000	210.00	72,000	599.00	370,000	1,880.00
18,000	220.00	73,000	604.00	380,000	1,922.00
19,000	231.00	74,000	609.00	390,000	1,964.00
20,000	241.00	75,000	615.00	400,000	2,006.00
21,000	252.00	76,000	620.00	410,000	2,048.00
22,000	262.00	77,000	625.00	420,000	2,090.00
23,000	273.00	78,000	631.00	430,000	2,132.00
24,000	283.00	79,000	636.00	440,000	2,174.00
25,000	294.00	80,000	641.00	450,000	2,216.00
26,000	301.00	81,000	646.00	460,000	2,258.00
27,000	309.00	82,000	652.00	470,000	2,300.00
28,000	316.00	83,000	657.00	480,000	2,342.00
29,000	324.00	84,000	662.00	490,000	2,384.00
30,000	332.00	85,000	667.00	500,000	2,426.00
31,000	339.00	86,000	673.00	550,000	2,605.00
32,000	347.00	87,000	678.00	600,000	2,783.00
33,000	354.00	88,000	683.00	650,000	2,960.00
34,000	362.00	89,000	688.00	700,000	3,138.00
35,000	370.00	90,000	694.00	750,000	3,315.00
36,000	378.00	91,000	699.00	800,000	3,492.00
37,000	385.00	92,000	704.00	850,000	3,670.00
38,000	393.00	93,000	709.00	900,000	3,847.00
39,000	400.00	94,000	715.00	950,000	4,025.00
40,000	408.00	95,000	720.00	1,000,000	4,202.00
41,000	416.00	96,000	725.00	2,000,000	6,941.00

## ESTIMATED PLAN REVIEW FEES CONTINUED

<b>Valuation</b>	<b>Plan Check Fee</b>	<b>Valuation</b>	<b>Plan Check Fee</b>	<b>Valuation</b>	<b>Plan Check Fee</b>
3,000,000	<b>9,671.00</b>	36,000,000	<b>99,761.00</b>	69,000,000	<b>189,851.00</b>
4,000,000	<b>12,401.00</b>	37,000,000	<b>102,491.00</b>	70,000,000	<b>192,581.00</b>
5,000,000	<b>15,131.00</b>	38,000,000	<b>105,221.00</b>	71,000,000	<b>195,311.00</b>
6,000,000	<b>17,861.00</b>	39,000,000	<b>107,951.00</b>	72,000,000	<b>198,041.00</b>
7,000,000	<b>20,591.00</b>	40,000,000	<b>110,681.00</b>	73,000,000	<b>200,771.00</b>
8,000,000	<b>23,321.00</b>	41,000,000	<b>113,411.00</b>	74,000,000	<b>203,501.00</b>
9,000,000	<b>26,051.00</b>	42,000,000	<b>116,141.00</b>	75,000,000	<b>206,231.00</b>
10,000,000	<b>28,781.00</b>	43,000,000	<b>118,871.00</b>	76,000,000	<b>208,961.00</b>
11,000,000	<b>31,511.00</b>	44,000,000	<b>121,601.00</b>	77,000,000	<b>211,691.00</b>
12,000,000	<b>34,241.00</b>	45,000,000	<b>124,331.00</b>	78,000,000	<b>214,421.00</b>
13,000,000	<b>36,971.00</b>	46,000,000	<b>127,061.00</b>	79,000,000	<b>217,151.00</b>
14,000,000	<b>39,701.00</b>	47,000,000	<b>129,791.00</b>	80,000,000	<b>219,881.00</b>
15,000,000	<b>42,431.00</b>	48,000,000	<b>132,521.00</b>	81,000,000	<b>222,611.00</b>
16,000,000	<b>45,161.00</b>	49,000,000	<b>135,251.00</b>	82,000,000	<b>225,341.00</b>
17,000,000	<b>47,891.00</b>	50,000,000	<b>137,981.00</b>	83,000,000	<b>228,071.00</b>
18,000,000	<b>50,621.00</b>	51,000,000	<b>140,711.00</b>	84,000,000	<b>230,801.00</b>
19,000,000	<b>53,351.00</b>	52,000,000	<b>143,441.00</b>	85,000,000	<b>233,531.00</b>
20,000,000	<b>56,081.00</b>	53,000,000	<b>146,171.00</b>	86,000,000	<b>236,261.00</b>
21,000,000	<b>58,811.00</b>	54,000,000	<b>148,901.00</b>	87,000,000	<b>238,991.00</b>
22,000,000	<b>61,541.00</b>	55,000,000	<b>151,631.00</b>	88,000,000	<b>241,721.00</b>
23,000,000	<b>64,271.00</b>	56,000,000	<b>154,361.00</b>	89,000,000	<b>244,451.00</b>
24,000,000	<b>67,001.00</b>	57,000,000	<b>157,091.00</b>	90,000,000	<b>247,181.00</b>
25,000,000	<b>69,731.00</b>	58,000,000	<b>159,821.00</b>	91,000,000	<b>249,911.00</b>
26,000,000	<b>72,461.00</b>	59,000,000	<b>162,551.00</b>	92,000,000	<b>252,641.00</b>
27,000,000	<b>75,191.00</b>	60,000,000	<b>165,281.00</b>	93,000,000	<b>255,371.00</b>
28,000,000	<b>77,921.00</b>	61,000,000	<b>168,011.00</b>	94,000,000	<b>258,101.00</b>
29,000,000	<b>80,651.00</b>	62,000,000	<b>170,741.00</b>	95,000,000	<b>260,831.00</b>
30,000,000	<b>83,381.00</b>	63,000,000	<b>173,471.00</b>	96,000,000	<b>263,561.00</b>
31,000,000	<b>86,111.00</b>	64,000,000	<b>176,201.00</b>	97,000,000	<b>266,291.00</b>
32,000,000	<b>88,841.00</b>	65,000,000	<b>178,931.00</b>	98,000,000	<b>269,021.00</b>
33,000,000	<b>91,571.00</b>	66,000,000	<b>181,661.00</b>	99,000,000	<b>271,751.00</b>
34,000,000	<b>94,301.00</b>	67,000,000	<b>184,391.00</b>	100,000,000	<b>274,481.00</b>
35,000,000	<b>97,031.00</b>	68,000,000	<b>187,121.00</b>		



All windows in the home are to be replaced with Pella Impervia per the attached window spec sheet.











# Contract - Detailed

Pella Window and Door Showroom of Scottsdale  
 15507 North Scottsdale Road Suite 120  
 Scottsdale, AZ 85254

**Sales Rep Name:** Bradley, Erica  
**Sales Rep Phone:** 480-433-9362  
**Sales Rep Fax:**  
**Sales Rep E-Mail:** bradleyem@pellamw.com

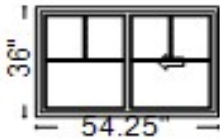
Customer Information	Project/Delivery Address	Order Information
<b>Barden Home Builders LLC</b> PO Box 30905  FLAGSTAFF, AZ 86003-0905 <b>Primary Phone:</b> (928) 699-3515 <b>Mobile Phone:</b> <b>Fax Number:</b> <b>E-Mail:</b> aaron@bardenhomebuilders.com <b>Contact Name:</b>  <b>Great Plains #:</b> 1001294285 <b>Customer Number:</b> 1004957506 <b>Customer Account:</b> 1001294285	<b>Martin Residence</b> 2408 N. Talkington  <b>Lot #</b> FLAGSTAFF, AZ 86001 <b>County:</b> COCONINO <b>Owner Name:</b> Barden Home Builders LLC <b>Owner Phone:</b> (928) 699-3515	<b>Quote Name:</b> 2408 N. Talkington  <b>Order Number:</b> 01160L220 <b>Quote Number:</b> <b>12861455</b> <b>Order Type:</b> Non-Installed Sales <b>Wall Depth:</b> <b>Payment Terms:</b> Net 30 Days <b>Tax Code:</b> FLACOCO2 <b>Cust Delivery Date:</b> 1/7/2021 <b>Quoted Date:</b> 7/16/2020 <b>Contracted Date:</b> 10/30/2020 <b>Booked Date:</b> <b>Customer PO #:</b>

Line #	Location:	Attributes
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15 Standard Throughout

## Impervia, Sliding Window Fixed / Vent Left, 54.25 X 36, Black

Item Price	Qty	Ext'd Price
\$587.14	6	\$3,522.84



PK #  
2073

Viewed From Exterior

**1: 54.2536 Fixed / Vent Left Double Slider**

**Frame Size:** 54 1/4 X 36

**General Information:** Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"

**Exterior Color / Finish:** Black

**Interior Color / Finish:** Black

**Glass:** Insulated Low-E Advanced Low-E Insulating Glass Argon High Altitude

**Hardware Options:** Matte Black, No Limited Opening Hardware

**Screen:** Half Screen, InView™

**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.47, CPD PEL-N-103-00851-00002, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 08|11, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)

**Grille:** GBG, No Custom Grille, 3/4" Contour, Top Row (2W1H / 2W1H), Black, Black

**Wrapping Information:** No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 181".

**Venting Width:** Equal

**Rough Opening:** 54 - 3/4" X 36 - 1/2"

Line #	Location:	Attributes		
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20 Living Room

**Impervia, Sliding Window Vent Right / Fixed / Vent Left, 74.5 X 49, Black**

Item Price	Qty	Ext'd Price
\$908.80	1	\$908.80



PK #  
2073

Viewed From Exterior

**1: Non-Standard Size Non-Standard Size Vent Right / Fixed / Vent Left Triple Slider**

**Frame Size:** 74 1/2 X 49

**General Information:** Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"

**Exterior Color / Finish:** Black

**Interior Color / Finish:** Black

**Glass:** Insulated Low-E Advanced Low-E Insulating Glass Argon High Altitude

**Hardware Options:** Matte Black, No Limited Opening Hardware

**Screen:** Half Screen, InView™

**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.47, CPD PEL-N-103-00851-00002, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements

**Grille:** GBG, No Custom Grille, 3/4" Contour, Top Row (2W1H / 2W1H / 2W1H), Black, Black

**Wrapping Information:** No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 247".

**Venting Width:** 1/4 Vent

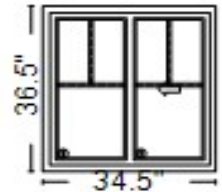
Rough Opening: 75" X 49.5"

Line #	Location:	Attributes		
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25 TV

**Impervia, Sliding Window Fixed / Vent Left, 34.5 X 36.5, Black**

Item Price	Qty	Ext'd Price
\$577.94	1	\$577.94



PK #  
2073

Viewed From Exterior

**1: 34.536.5 Fixed / Vent Left Double Slider**

**Frame Size:** 34 1/2 X 36 1/2

**General Information:** Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"

**Exterior Color / Finish:** Black

**Interior Color / Finish:** Black

**Glass:** Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon High Altitude

**Hardware Options:** Matte Black, No Limited Opening Hardware

**Screen:** Half Screen, InView™

**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.47, CPD PEL-N-103-00851-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements

**Grille:** GBG, No Custom Grille, 3/4" Contour, Top Row (2W1H / 2W1H), Black, Black

**Wrapping Information:** No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 142".

**Venting Width:** Equal

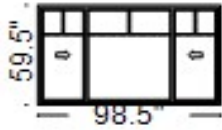
Rough Opening: 35" X 37"

Line #	Location:	Attributes
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30 Large Front

**Impervia, Sliding Window Vent Right / Fixed / Vent Left, 98.5 X 59.5, Black**

Item Price	Qty	Ext'd Price
\$1,125.84	1	\$1,125.84



PK #  
2073

Viewed From Exterior

**1: 98.559.5 Vent Right / Fixed / Vent Left Triple Slider**  
**Frame Size:** 98 1/2 X 59 1/2  
**General Information:** Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"  
**Exterior Color / Finish:** Black  
**Interior Color / Finish:** Black  
**Glass:** Insulated Low-E Advanced Low-E Insulating Glass Argon High Altitude  
**Hardware Options:** Matte Black, No Limited Opening Hardware  
**Screen:** Half Screen, InView™  
**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.47, CPD PEL-N-103-00851-00004, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)  
**Grille:** GBG, No Custom Grille, 3/4" Contour, Top Row (2W1H / 2W1H / 2W1H), Black, Black  
**Wrapping Information:** No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 316".  
**Venting Width:** 1/4 Vent

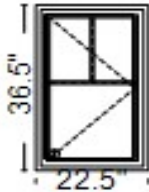
Rough Opening: 99" X 60"

Line #	Location:	Attributes
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35 None Assigned

**Impervia, Casement Right, 22.5 X 36.5, Black**

Item Price	Qty	Ext'd Price
\$626.51	1	\$626.51



PK #  
2073

Viewed From Exterior

**1: Non-Standard Size Non-Standard Size Right Casement**  
**Frame Size:** 22 1/2 X 36 1/2  
**General Information:** Impervia Casement (Current), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16"  
**Exterior Color / Finish:** Black  
**Interior Color / Finish:** Black  
**Glass:** Insulated Dual Tempered Obscure Low-E Obscure Advanced Low-E Insulating Glass Argon High Altitude  
**Hardware Options:** Standard, Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Window Opening Control Device, No Limited Opening Hardware  
**Screen:** Full Screen, InView™  
**Performance Information:** U-Factor 0.27, SHGC 0.24, VLT 0.44, CPD PEL-N-150-00678-00004, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements  
**Grille:** GBG, No Custom Grille, 3/4" Contour, Top Row (2W1H), Black, Black  
**Wrapping Information:** No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 118".  
**Obscure Glass Style:** Pattern62(Standard)

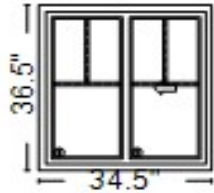
Rough Opening: 23" X 37"

Line #	Location:	Attributes
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40 Bathroom

**Impervia, Sliding Window Fixed / Vent Left, 34.5 X 36.5, Black**

Item Price	Qty	Ext'd Price
\$635.19	1	\$635.19



PK #  
2073

Viewed From Exterior

**1: 34.536.5 Fixed / Vent Left Double Slider**  
**Frame Size:** 34 1/2 X 36 1/2  
**General Information:** Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"  
**Exterior Color / Finish:** Black  
**Interior Color / Finish:** Black  
**Glass:** Insulated Tempered Obscure Low-E Obscure Advanced Low-E Insulating Glass Argon High Altitude  
**Hardware Options:** Matte Black, No Limited Opening Hardware  
**Screen:** Half Screen, InView™  
**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.47, CPD PEL-N-103-00851-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code requirements  
**Grille:** GBG, No Custom Grille, 3/4" Contour, Top Row (2W1H / 2W1H), Black, Black  
**Wrapping Information:** No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 142".  
**Venting Width:** Equal  
**Obscure Glass Style:** Pattern62(Standard)

Rough Opening: 35" X 37"

Line #	Location:	Attributes
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45 None Assigned

**ADDPRTMTWM010025 - Pella Certified Contractor PCC Delivery Rate**

Item Price	Qty	Ext'd Price
\$50.00	1	\$50.00

## Thank You For Purchasing Pella® Products

### PELLA WARRANTY:

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

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

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

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

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

### ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

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

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

### Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

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Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

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

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

Non-Pella product is not covered by the Pella 20/10 limited warranty.

Pella provides no warranties and expressly disclaims all warranties to any purchasers and/or users of any Doors In Motion / Compass Door systems utilizing any of Pella's door panels or otherwise, whether express and/or implied in fact or by operation of law, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Under no circumstance shall Pella be held liable to Doors in Motion / Compass Door, or to any person or entity for any direct, indirect, incidental, consequential, compensatory, special, exemplary, punitive and/or monetary damages of any kind regardless of whether Pella had been advised of the possibility of such damages.

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**TERMS AND CONDITIONS OF SALE**

This sales agreement consists of and is subject to the Terms and Conditions set forth on subsequent pages of this document and referred to collectively as the "Contract". Please read the entire Contract carefully before signing. These Terms and Conditions of Sale apply to and are part of the Agreement set forth in this document. The terms "Customer" and "Pella Sales Branch" and/or "Seller" throughout this Agreement shall refer to the Customer signing the Agreement and to Pella Windows and Doors Mountain West, respectively. **Prices are valid for 30 days.** Contract becomes binding only upon written acceptance by Pella Windows and Doors Mountain West ("Seller").

**PAYMENT TERMS:** The Customer agrees to pay Pella Sales Branch the amount set forth in the Contract (the "Contract Price") for the products and services described in this Agreement. The lesser amount of one-half of the Contract Price or the maximum percentage allowed by local law is due upon the execution of this Agreement as a deposit if the customer has not been granted credit OR if the Customer wishes to reduce their balance owing. If the Customer fails to pay all amounts when due, the Customer agrees to pay a finance charge on the unpaid balance at the lower of 1.5% per month or the maximum rate allowed by state and local law upon the earliest date allowed by state and local law or thirty (30) days from the date of the original invoice.

**PERFORMANCE:** All promises of shipment are estimated as closely as possible and our best efforts are used in every case to ship within the time promised, but there is no guarantee to do so. Seller shall not be liable for any direct, indirect or consequential damage or loss caused by delay in shipment. The Customer represents that it has reviewed the local building ordinances and that the material it is ordering and its intended use comply with such ordinances.

**CAUSES BEYOND OUR CONTROL:** Seller shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods or other causes beyond its control, or due to shortages of material or transportation failures resulting from war, national or local emergency, riots, governmental priorities, embargoes and like conditions and regulations.

**GLAZING:** Attention is directed to the Consumer Product Safety Act and the Federal Regulation for "Architectural Glazing Materials (16 CFR 1201)." THIS LAW SPECIFIES WHERE THE USE OF TEMPERED GLASS IS MANDATORY. In any instances of claims arising from the use of non-tempered glass, it will be the sole liability of the contractor or customer who accepted the glass as specified in our proposal that the use of such non-tempered glass is not prohibited by law, and that this glass will be used in areas in which non-tempered glass is allowable. Distortion in tempered glass is common and is not considered a defect.

**MATERIAL HOLD:** Product not yet delivered thirty (30) days beyond the customer's original need date is subject to payment due in full at that time. Product not yet delivered forty-five (45) days beyond the customer's original need date is subject to a warehousing charge of 2% of the pre-tax project total per month. This will be due and payable before or at the time of delivery.

**TAXES:** The Contract Price includes all sales, consumer, use, and similar taxes with respect to the Project. The taxes shown on this contract reflect the tax rate in the appropriate jurisdiction as of the date this contract was signed as understood by Pella Sales Branch and Customer. The Customer is responsible for paying the appropriate tax for the applicable jurisdiction at the time this contract is executed including any changes that have occurred since this contract was signed.

**CONSEQUENTIAL DAMAGE:** Seller shall not be liable for any direct, indirect or consequential damage or loss for any reasons, including but not limited to: any defect or defects in materials, improper installation, breakage, bursting or leakage.

**ACCEPTANCE OF WORK AND MATERIALS:** The Customer shall immediately upon delivery inspect all material. All work performed and materials supplied under this Proposal shall be deemed to comply with all terms of the Proposal unless Seller is notified to the contrary within five (5) days following delivery.

**EXTRAS:** Should Customer or Customer's representative or agent, request or agree to any deletion from, modification of, or addition to the work covered by this Agreement or request the substitution of any products listed in the Window Purchase Contract, the Customer and Pella Sales Branch shall, in advance of such deletion, modification, or addition, execute a Change Order. Any products added by Change Order may require a 50% nonrefundable deposit to be paid with the execution of the Change Order. The terms of this Sales Contract shall apply to any and all additions or changes requested by Purchaser or the Purchaser's agent. The Total Cost will be adjusted by Pella to adjust for the additions and changes. Verbal changes will not be accepted.

**CANCELLATIONS AND/OR CHANGES:** Because these products are custom manufactured for your order, no changes or cancellations can be made within eight (8) weeks of need date, or a cancellation fee equal to 100% of the selling price will apply.

**RIGHT TO LIEN:** Pella reserves any and all rights under applicable law to secure payment of all sums owing under this Sales Contract, including but not limited to the right to assert a construction lien for any materials furnished under this Sales Contract. Pella may take any and all such action to secure its right to payment at any time before or after delivery of the materials furnished to purchaser.

**DEFAULTS:** If the customer fails to pay pursuant to the terms of this accepted proposal, the Customer agrees to pay all reasonable attorney fees and costs (of whatever nature) incurred by the Seller

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to obtain collection and also agree that jurisdiction and venue for said legal action shall be with Salt Lake County, Utah.

**DELIVERY CONFIRMATION:** You will receive a telephone call four days before your scheduled delivery with a two hour window of when to expect your delivery. If we cannot reach you we will leave a message. If we do not receive your confirmation within forty-eight hours it will be assumed that you are not ready for delivery, and your order will be rescheduled on the next available delivery in your area. Changes to confirmed delivery dates less than 24 hours before scheduled delivery will result in a \$150 rescheduling charge.

**DELIVERY DAY:** Pella Windows and Doors Mountain West provides delivery assistance to the customer's garage only. We also require customers to provide assistance in unloading and delivering product to the garage.

**ENTIRE AGREEMENT:** There are no representations, promises, agreements, understandings or conditions (precedent or subsequent) which are not expressed herein.

### Project Check List

Pella Windows and Doors Mountain West

Jobsite Directions *(please include Subdivision Name & Lot Number and major crossroads):* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Delivery Contact Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

- Customer Satisfaction Survey & Google Review Request Discussed
- Rescheduling, Payment & Warehousing Fees Discussed
- If the home was built prior to 1978, customer(s) has reviewed the following documents and approved.
  - \*Pre-Renovation Form (int.) \_\_\_\_\_
  - \*Customer Lead Testing Confirmation (int.) \_\_\_\_\_
  - \*Test Kit Documentation Form (int.) \_\_\_\_\_
  - \*Customer Performance Expectations (int.) \_\_\_\_\_

Product Specifications Reviewed

Brand: \_\_\_\_\_

Color: \_\_\_\_\_

Glazing: \_\_\_\_\_

Blinds: \_\_\_\_\_

Muntins: \_\_\_\_\_

Wall Condition: \_\_\_\_\_

Hardware: \_\_\_\_\_

Screen: \_\_\_\_\_

Door Hardware: \_\_\_\_\_

Door Screens: \_\_\_\_\_

Pre-finish Color: \_\_\_\_\_

Installation Accessories: Yes \_\_\_\_\_ No \_\_\_\_\_

5005 Form: \_\_\_\_\_

Accessory Management: \_\_\_\_\_

Hinge/Slide (described from outside view) \_\_\_\_\_

Comments: \_\_\_\_\_

\*Distortion in tempered glass is common and not considered a defect.

Amount Due Upon Delivery: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Sales Representative Initials: \_\_\_\_\_

**Project Checklist has been reviewed**

Barden Home Builders, LLC.

Customer Name (Please print)

*Ki Dashler*

Customer Signature

10/30/20

Date

Pella Sales Rep Name (Please print)

Pella Sales Rep Signature

Date

Credit Card Approval Signature

**Order Totals**

Taxable Subtotal	\$7,397.12
Sales Tax @ 8.95%	\$662.04
Non-taxable Subtotal	\$50.00
<b>Total</b>	<b>\$8,109.16</b>
<b>Deposit Received</b>	<b>\$0.00</b>
<b>Amount Due</b>	<b>\$8,109.16</b>