



**DBA: RENEWAL BY ANDERSEN LLC**  
 Legal Name: Renewal by Andersen LLC  
 #990416  
 18700 Crenshaw Blvd | Torrance, CA 90504  
 Phone: 424-337-8899 | Fax: N/A | salesla@andersencorp.com

**Melinda Brown**  
 939 16th St  
 Hermosa Beach, CA 90254  
 C: (310)989-3038

# Thank you for your order

Please find, enclosed for your convenience, the contents of your agreement with Renewal by Andersen LLC d/b/a Renewal by Andersen LLC

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# Agreement Document and Payment Terms

**DBA: RENEWAL BY ANDERSEN LLC**  
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**Melinda Brown**  
 939 16th St  
 Hermosa Beach, CA 90254  
 C: (310)989-3038

Melinda Brown

05/17/23

**BUYER(S) NAME**

**CONTRACT DATE**

939 16th St , Hermosa Beach, CA 90254

(310)989-3038

**BUYER(S) STREET ADDRESS**

**PRIMARY NUMBER**

**SECONDARY NUMBER**

mindy@thecottagequeen.com

**PRIMARY EMAIL**

**SECONDARY EMAIL**

**NOTES:**

Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Renewal by Andersen LLC d/b/a Renewal by Andersen LLC("Contractor"), in accordance with the terms and conditions described in this Agreement Document and Payment Terms, any documents listed in the Table of Contents, and any other document attached to this Agreement Document, the terms of which are all agreed to by the parties and incorporated herein by reference (collectively, this "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement.

<b>TOTAL JOB AMOUNT:</b>	\$32,555	By signing this Agreement, you acknowledge that the Balance Due, and the Amount Financed must be made by personal check, bank check, credit card, or cash.	
<b>DEPOSIT RECEIVED:</b>	\$1,000		
<b>BALANCE DUE:</b>	\$31,555	Estimated Start: \$9/10/2023	Estimated Completion: \$9/17/2023
<b>AMOUNT FINANCED:</b>	\$0		
<b>METHOD OF PAYMENT:</b>	Credit Card	We schedule installations based on the date of the signed contract and secondarily on the date in which we complete the technical measurements. The installation date that we are providing at this time is only an estimate. We will communicate an official date and time at a later date. Rain and extreme weather are the most common causes for delay.	

**NOTES:**

Buyer(s) agrees and understands that this Agreement constitutes the entire understandings between the parties and that there are no verbal understandings changing or modifying any of the terms of this Agreement. No alterations to or deviations from this Agreement will be valid without the signed, written consent of both the Buyer(s) and Contractor. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement, including the two attached Notices of Cancellation, on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME NOT LATER THAN MIDNIGHT OF 05/20/2023 OR THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, OR THE FIFTH BUSINESS DAY IF 65 YEARS OF AGE OR OLDER, WHICHEVER DATE IS LATER. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Itemized Order Receipt

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**Melinda Brown**

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Hermosa Beach, CA 90254

C: (310)989-3038

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
		0 W 0 H	<b>Misc</b> Misc, Misc Job Charges, Quantity 1, Required on homes built before 197	
<b>101</b>	Living	24 W 46 H	<b>Window</b> Casement Single Right, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b> , All Sash: High Performance SmartSun Glass, No Pattern, <b>Hardware</b> , Polished Chrome, <b>Screen</b> , Fiberglass, Full Screen, <b>Grille Style</b> , No Grille, <b>Misc</b> , 02. Wood window - No frame removal, Set new window into existing wood frame- this will result in a loss of glass area, 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames	
<b>102</b>	Living	24 W 46 H	<b>Window</b> Casement Single Right, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b> , All Sash: High Performance SmartSun Glass, No Pattern, <b>Hardware</b> , Polished Chrome, <b>Screen</b> , Fiberglass, Full Screen, <b>Grille Style</b> , No Grille, <b>Misc</b> , 02. Wood window - No frame removal, Set new window into existing wood frame- this will result in a loss of glass area, 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames	



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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
<b>103</b>	Bathroom	17 W 30 H	<b>Window</b> Casement Single Right, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b> , All Sash: High Performance SmartSun Glass, Obscure, Tempered Glass, <b>Hardware</b> , Polished Chrome, Wide Opening Hinge, <b>Screen</b> , Fiberglass, Full Screen, <b>Grille Style</b> , No Grille, <b>Misc</b> , 02. Wood window - No frame removal, Set new window into existing wood frame- this will result in a loss of glass area, 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames	
<b>104</b>	stairwell	30 W 47 H	<b>Window</b> Casement Single Left, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b> , All Sash: High Performance SmartSun Glass, No Pattern, Tempered Glass, <b>Hardware</b> , Polished Chrome, <b>Screen</b> , Fiberglass, Full Screen, <b>Grille Style</b> , No Grille, <b>Misc</b> , 06. Wood window frame removal , Remove existing Wood Frame, install new flashing - this may result in a loss of glass area, 2. Brickmold Picture Frame, Use on flush stucco, 02. Picture Frame Paint Grade Jamb & Casing, Unfinished Paint Grade Picture Frame Jamb & Casing: ENTER MOULDING SIZE & STYLE:	



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**Melinda Brown**

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Hermosa Beach, CA 90254

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
105	Den	30 W 47 H	<p><b>Window</b> Casement Single Left, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b>, All Sash: High Performance SmartSun Glass, No Pattern, <b>Hardware</b>, Polished Chrome, <b>Screen</b>, Fiberglass, Full Screen, <b>Grille Style</b>, No Grille, <b>Misc</b>, 06. Wood window frame removal , Remove existing Wood Frame, install new flashing - this may result in a loss of glass area, 2. Brickmold Picture Frame, Use on flush stucco, 02. Picture Frame Paint Grade Jamb &amp; Casing, Unfinished Paint Grade Picture Frame Jamb &amp; Casing: ENTER MOULDING SIZE &amp; STYLE:</p>	
106	Top Stairwell	33 W 44 H	<p><b>Window</b> Casement Single Right, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b>, All Sash: High Performance SmartSun Glass, No Pattern, Tempered Glass, <b>Hardware</b>, Polished Chrome, <b>Screen</b>, Fiberglass, Full Screen, <b>Grille Style</b>, No Grille, <b>Misc</b>, 06. Wood window frame removal , Remove existing Wood Frame, install new flashing - this may result in a loss of glass area Conversion to a single Casement , 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames</p>	



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Hermosa Beach, CA 90254

C: (310)989-3038

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
<b>107</b>	Master Bathroom	20 W 45 H	<b>Window</b> Casement Single Left, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b> , All Sash: High Performance SmartSun Glass, Obscure, Tempered Glass, <b>Hardware</b> , Polished Chrome, <b>Screen</b> , Fiberglass, Full Screen, <b>Grille Style</b> , No Grille, <b>Misc</b> , 02. Wood window - No frame removal, Set new window into existing wood frame- this will result in a loss of glass area, 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames	
<b>108</b>	Guest Bedroom	27 W 35 H	<b>Window</b> Casement Single Left, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b> , All Sash: High Performance SmartSun Glass, No Pattern, <b>Hardware</b> , Polished Chrome, <b>Screen</b> , Fiberglass, Full Screen, <b>Grille Style</b> , No Grille, <b>Misc</b> , 01. Aluminum window - No frame removal, Set new window into existing aluminum frame - this will result in a loss of glass area Conversion to single casement , 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames	



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**Melinda Brown**

939 16th St

Hermosa Beach, CA 90254

C: (310)989-3038

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
<b>109</b>	Guest Bedroom	27 W 35 H	<p><b>Window</b> Casement Single Right, Base Frame, Exterior White, Interior White, <b>Performance Calculator</b> PG Rating: 40   DP Rating: + 40 / - 40 <b>Glass</b>, All Sash: High Performance SmartSun Glass, No Pattern, <b>Hardware</b>, Polished Chrome, <b>Screen</b>, Fiberglass, Full Screen, <b>Grille Style</b>, No Grille, <b>Misc</b>, 01. Aluminum window - No frame removal, Set new window into existing aluminum frame - this will result in a loss of glass area</p> <p>Conversion to single casement , 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window, 01. Flat Trim - Interior, Used to trim up to existing drywall returns or wood window frames</p>	
<b>111</b>	Entry	44 W 45 H	<p><b>Window</b> Picture Insert Frame, Exterior White, Interior Maple, <b>Performance Calculator</b> PG Rating: 50   DP Rating: + 50 / - 50 <b>Glass</b>, All Sash: High Performance SmartSun Glass, No Pattern, Tempered Glass, <b>Grille Style</b>, No Grille, <b>Misc</b>, 02. Wood window - No frame removal, Set new window into existing wood frame- this will result in a loss of glass area, 16. PINE Lattice, Use for interior flat trim when interior of window is Pine, 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window</p>	
<b>112</b>	Entry	44 W 45 H	<p><b>Window</b> Picture Insert Frame, Exterior White, Interior Maple, <b>Performance Calculator</b> PG Rating: 50   DP Rating: + 50 / - 50 <b>Glass</b>, All Sash: High Performance SmartSun Glass, No Pattern, <b>Grille Style</b>, No Grille, <b>Misc</b>, 02. Wood window - No frame removal, Set new window into existing wood frame- this will result in a loss of glass area, 16. PINE Lattice, Use for interior flat trim when interior of window is Pine, 6. L Trim, Used on stucco pop-outs, wood trim, or on a curved specialty window</p>	



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Hermosa Beach, CA 90254

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
<b>WINDOWS: 11</b>	<b>PATIO DOORS: 0</b>	<b>ENTRY DOORS: 0</b>	<b>SPECIALTY: 0</b>	<b>MISC: 1</b>
<b>TOTAL</b>				<b>\$32,555</b>



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





# Payment Authorization Form

**DBA: RENEWAL BY ANDERSEN LLC**  
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**Melinda Brown**  
 939 16th St  
 Hermosa Beach, CA 90254  
 C: (310)989-3038

Melinda Brown

**BUYER NAME**

939 16th St

Hermosa Beach

**ADDRESS**

CA

90254

**CITY**

(310)989-3038

**STATE**

**ZIP CODE**

**PHONE NUMBER 1**

**PHONE NUMBER 2**

Randy LaHaye

\$32,555

**SALES REP**

**CONTRACT BALANCE**

**PAYMENT SCHEDULE (\$32,555)**

	DOWN PAYMENT (1)	AT TIME OF MEASURE (2)	SUBSTANTIAL COMPLETION (3)
CREDIT CARD	\$1,000	\$13,022	\$18,533

**(1) DOWN PAYMENT:** 10% of Contract Price or \$1,000 max

**(2) AT TIME OF MEASURE:** 40% of Contract Price

**(3) SUBSTANTIAL COMPLETION:** Remaining Contract Price balance

**BY SIGNING BELOW, I/WE, THE BUYER(S):**

1. Authorize Renewal by Andersen to initiate debit or credit entries for payments based on the amount(s), form of payment(s), and timing specified in the Payment Authorization Schedule above.
2. Acknowledge that this Authorization is to remain in full-force and effect until Renewal by Andersen has received written notification from the Customer of its termination in such time and manner as to afford Renewal by Andersen and their Depository Institution a reasonable opportunity to act on it.
3. Acknowledge that the origination of an ACH transaction (recharging of checking account) or recharging of credit card to Customer's account must comply with the provisions of US Law.
4. Understand that if there is a change in the set date of a debit or credit entry, Renewal by Andersen must notify the customer minimally 7 days in advance.

Melinda Brown

05/17/23

**BUYER NAME**

**SIGNATURE**

**DATE**



# Notice of Cancellation

**DBA: RENEWAL BY ANDERSEN LLC**

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**Melinda Brown**

939 16th St

Hermosa Beach, CA 90254

C: (310)989-3038

You, the buyer(s) may cancel this transaction at any time prior to midnight on 05/20/2023 or the third business day after the date of this transaction, or the fifth business day if 65 years of age or older, whichever date is later.

## NOTICE OF CANCELLATION

Date of Transaction: 05/17/23. You may cancel this transaction, without any penalty or obligation, before midnight on 05/20/2023 or the third business day after the date of this transaction, or the fifth business day if 65 years of age or older, whichever date is later. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

dba: Renewal by Andersen LLC

Legal Name: Renewal by Andersen LLC

18700 Crenshaw Blvd

Torrance, CA 90504

Phone: 424-337-8899

Fax: N/A

Email: salesla@andersencorp.com

NOT LATER THAN MIDNIGHT OF 05/20/2023

OR THE THIRD BUSINESS DAY AFTER THE DATE

OF THIS TRANSACTION, (OR THE FIFTH BUSINESS DAY IF 65 YEARS OF AGE OR OLDER) WHICHEVER DATE IS LATER.

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
**BUYER SIGNATURE**

\_\_\_\_\_  
**DATE**

## NOTICE OF CANCELLATION

Date of Transaction: 05/17/23. You may cancel this transaction, without any penalty or obligation, before midnight on 05/20/2023 or the third business day after the date of this transaction, or the fifth business day if 65 years of age or older, whichever date is later. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

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Torrance, CA 90504

Phone: 424-337-8899

Fax: N/A

Email: salesla@andersencorp.com

NOT LATER THAN MIDNIGHT OF 05/20/2023

OR THE THIRD BUSINESS DAY AFTER THE DATE

OF THIS TRANSACTION, (OR THE FIFTH BUSINESS DAY IF 65 YEARS OF AGE OR OLDER) WHICHEVER DATE IS LATER.

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
**BUYER SIGNATURE**

\_\_\_\_\_  
**DATE**



**RENEWAL**  
by **ANDERSEN**  
FULL-SERVICE WINDOW & DOOR REPLACEMENT

## Products and Installation Transferable Limited Warranty

Units Installed After January 1, 2022

### Renewal by Andersen® Limited Warranty and Dispute Resolution Process

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

#### Transferable Limited Warranty on Glass

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

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

#### Transferable Limited Warranty on Fibrex® Material Components

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

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

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

The non-glass components of your Renewal by Andersen windows, including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, sash, and frame members, are warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from the original installation date.

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

#### Transferable Limited Warranty on Exterior Color Finish

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

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

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

#### Transferable Limited Warranty on Installation

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

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

#### Non Renewal by Andersen Products

For products that are not specifically branded Renewal by Andersen, see the specific product warranties for those Andersen products available at [andersenwindows.com](http://andersenwindows.com).

#### No Other Warranties or Representations

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

#### Applicable Law

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

#### Non-Warranty Repair or Replacement

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



## What Is Not Covered by This Limited Warranty

### Specific Additional Exclusions

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

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

### Additional Items Excluded from This Limited Warranty:

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

### Warranty Claim Procedure

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

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

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

## Dispute Resolution Process

### General

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

### Notice Required

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

### Renewal by Andersen Response

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

### No Class-Action or Jury Trials

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

### Opt-Out Procedure

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

### Applicable Law and Severability

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

### Questions

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



**RENEWAL**  
**by ANDERSEN**  
FULL-SERVICE WINDOW & DOOR REPLACEMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/21/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Renewal by Andersen LLC 1740 Crenshaw Blvd. Torrance, CA 90501	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER: W26007652**      **REVISION NUMBER:**

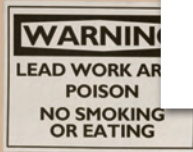
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 314161 22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314159 22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	MWC 314158 22	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT



CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



1-800-424-LEAD (5323)

[epa.gov/getleadsafe](http://epa.gov/getleadsafe)

EPA-740-K-10-001

Revised September 2011



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



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

# IT'S THE LAW!

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

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

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

## WHO SHOULD READ THIS PAMPHLET?

### This pamphlet is for you if you:

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

### You will learn:

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

### This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself”** projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.





## RENOVATING, REPAIRING, OR PAINTING?

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

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

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

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### The Facts About Lead

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

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

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

- Reduced IQ and learning disabilities.
- Behavior problems.

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

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

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



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

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

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

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

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

## WHERE DOES THE LEAD COME FROM?

### Dust is the main problem.

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

### Home renovation creates dust.

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

### Proper work practices protect you from the dust.

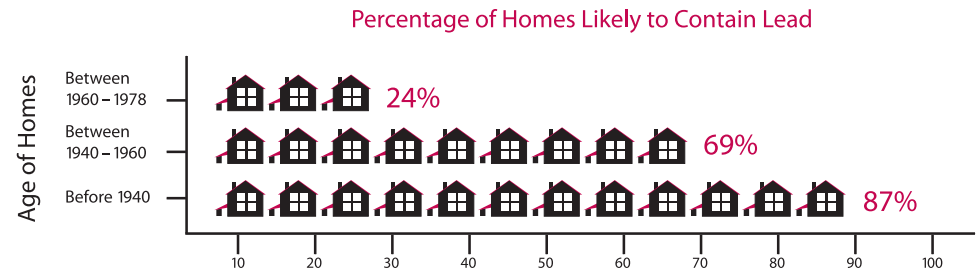
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

### Other sources of lead.

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



## CHECKING YOUR HOME FOR LEAD-BASED PAINT



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

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

### You have the following options:

#### You may decide to assume your home, child care facility, or school contains lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

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

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

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

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

## FOR PROPERTY OWNERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

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

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

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



## PREPARING FOR A RENOVATION

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

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

### You may need:

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

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

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



## DURING THE WORK

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

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

**1. Contain the work area.** The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

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

**2. Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



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

**3. Clean up thoroughly.** The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

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

## FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

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

### EPA Requires Cleaning Verification.

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

### Lead-Dust Testing.

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

#### What is a lead-dust test?

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

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

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



## FOR ADDITIONAL INFORMATION

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

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

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



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

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



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

## EPA CONTACTS

### EPA Regional Offices

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

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at [epa.gov/lead](http://epa.gov/lead).

#### Region 1

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

#### Region 2

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

#### Region 3

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

#### Region 4

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

#### Region 5

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

#### Region 6

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

#### Region 7

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

#### Region 8

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

#### Region 9

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

#### Region 10

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

## OTHER FEDERAL AGENCIES

### CPSC

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

### CPSC

4330 East West Highway  
Bethesda, MD 20814  
Hotline 1-(800) 638-2772  
[cpsc.gov](http://cpsc.gov)

### CDC Childhood Lead Poisoning Prevention Branch

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

### CDC Childhood Lead Poisoning Prevention Branch

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

### HUD Office of Healthy Homes and Lead Hazard Control

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

### U.S. Department of Housing and Urban Development

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



# CA Terms and Conditions of Sale

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Legal Name: Renewal by Andersen LLC  
#990416  
18700 Crenshaw Blvd | Torrance, CA 90504  
Phone: 424-337-8899 | Fax: N/A | salesla@andersencorp.com

**Melinda Brown**  
939 16th St  
Hermosa Beach, CA 90254  
C: (310)989-3038

**1. Parties and Acceptance.** This Agreement (as defined in the Agreement Document and Payment Terms to which these Terms and Conditions of Sale are attached and incorporated into by reference, which includes, but is not limited to, these Terms and Conditions of Sale) is between you, which means each person who signs this Agreement as a Buyer, and Renewal by Andersen LLC (referred to in this Agreement as "Contractor"). All agreements are subject to final acceptance by management of Contractor. Contractor agrees to provide the products and services outlined in this Agreement only on the condition that you agree to accept the terms and conditions of sale set forth in this Agreement.

**2. Quotations and Prices.** This Agreement will expire thirty (30) calendar days from the date signed by a Contractor representative, unless it has been accepted by you before such date. Quoted prices apply only to the specific products and service and quantities stated in this Agreement, and such prices may be adjusted by Contractor to reflect additional costs and expenses associated with circumstances which are unanticipated and unforeseen at the time this Agreement is accepted by Contractor; including but not limited to, costs associated with an alternative installation method better suited for the installation application as determined by the technical measurement. Unless otherwise expressly specified in this Agreement, all amounts quoted exclude all present and future federal, state and local excise, sales/use, privilege, personal property, gross receipts and similar taxes and charges payable with respect to the products and services under this Agreement.

**3. Limited Warranty.** The products sold to you pursuant to this Agreement are subject to the Limited Warranty for Renewal by Andersen® Products and Installation, a copy of which has been furnished to you and is incorporated in this Agreement by reference.

**4. Payment Terms.** Unless otherwise expressly specified in this Agreement, **a down payment no more than \$1,000 (or 10% of the total Job Amount whichever is less)** of the Total Amount of Agreement identified on the front of this Agreement is required to be made by you upon your acceptance of this Agreement. A commencement payment of 40% of the Total job amount is due at the time of technical measure and remaining balances are due when the work outlined in this Agreement are substantially completed; provided that if any services contemplated by this Agreement have not been completed by that day, you may withhold an amount equal to the greater of ten percent (10%) of the Total Amount of Agreement or the price of the uncompleted services and pay such amount when such services are completed. If permissible under applicable law, any amount not paid when due will bear a charge, commencing thirty (30) calendar days after delivery of the products and completion of the services contemplated by this Agreement, in an amount equal to the lesser of one and one-half percent (1 1/2%) per month of the unpaid balance or the maximum amount permitted by applicable law. You agree to pay Contractor's reasonable attorneys' fees and costs in connection with enforcing any of the terms and conditions of this Agreement, including, without limitation, recovering the payment of any amounts due under this Agreement. Notwithstanding the foregoing, if, in Contractor's judgment, your financial condition at any time prior to shipment of the products or performance of the services does not justify shipment or performance, Contractor may, at its option, require full or partial payment in advance or may cancel shipment of the products and performance of the services under this Agreement without incurring any cost or liability.

**5. Delays.** Performance dates are estimated only and are not guaranteed; performance being made on a best effort, as available basis. Contractor will make every reasonable effort to meet any performance dates quoted in this Agreement, but Contractor will not be liable for its failure to meet such dates. Contractor has the right to install the products or perform the services in advance of the scheduled date. You acknowledge that actual installation and performance dates may depend upon a variety of factors, including, without limitation, weather, flood, fire, strikes or labor disturbances, acts of God, your

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

SIGNATURE

PRINT NAME



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acts, governmental prohibition of importation or exportation, acts of civil or military authority, insurrection or riot, embargoes, inability to obtain means of transportation, accidents or delays in transportation, the inability to obtain necessary labor, materials or manufacturing facilities, or other events beyond Contractor's control. If the occurrence of any of the above events prevents Contractor from performing its obligations under this Agreement, Contractor may at its option, either suspend or cancel performance of its obligations under this Agreement without any cost or liability. In no event will Contractor be liable for any damage, consequential or otherwise, arising from any premature or delayed performance.

**6. Title; Security Interest; Lien.** Title to the products sold under this Agreement will remain in Contractor and will not shift to you until you have performed all of your obligations under this Agreement. To secure your performance, Contractor retains, and you hereby grant to Contractor, a security interest in such products. Upon request of Contractor, you agree to sign and authorize Contractor to file any document required to perfect such security interest. To assist in doing so, you will upon our request verify your legal name and the legal description of your premises. Payment in full of the amounts due under this Agreement will release the security interest. Contractor reserves the right to file and perfect a lien against your premises in the event that you fail to pay the Total Amount of Agreement upon completion of the services contemplated by this Agreement. Failure to pay any such amount when due shall constitute a default and permit Contractor to demand payment of all amounts payable under this Agreement, whether or not otherwise then due, and to exercise all remedies on any security interest or lien securing such amounts.

**7. Cancellation.** Except as otherwise provided in this Agreement and in the attached Notice of Cancellation form, this transaction is non-cancelable, and Contractor will be entitled to collect the Total Amount of Agreement in the event that you attempt to cancel. Contractor also has the right to cancel this Agreement without incurring any cost or liability upon your breach of this Agreement, material or otherwise, or upon your default.

**8. Waste.** Contractor agrees to remove and transport away from your premises the replaced windows and doors and any other debris and waste materials which are generated by Contractor in connection with the delivery of products and performance of the services under this Agreement. You may elect to keep the replaced windows and doors, but Contractor is not responsible for breakage of any of the replaced windows or doors either during or after their removal nor does Contractor guarantee that replaced windows and doors will function properly after their removal.

**9. Access.** You represent that you are the owner of the premises which are the subject of this Agreement. You agree to grant Contractor reasonable access to your premises during normal business hours and days for purposes of installing the products and performing the services contemplated by this Agreement. Except as otherwise requested by you in the What to Expect Notice, you agree to move or remove all draperies, blinds, shades, furniture and any other items that are in the immediate vicinity of any window or door which is to be replaced. Contractor is not responsible for damage to any items that it moves or removes to facilitate the installation of any new window or door.

**10. Assignment and Delegation.** Contractor may assign its rights and delegate its obligations under this Agreement without your consent.

**11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which the premises subject to this Agreement are located as listed on the front of this form (without regard to the laws of conflict of any jurisdiction) as to all matters, including, without limitation, matters of validity, interpretation, construction, effect, performance, enforcement and remedies.

**12. Validity of Provisions; Severability.** The provisions of this Agreement will be interpreted to be valid and enforceable

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

SIGNATURE

PRINT NAME





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under applicable law to the extent that such interpretation does not materially alter such provisions; provided, that if any such provision becomes invalid or unenforceable under applicable law, such provision will be stricken to the extent necessary, and the remainder of such provision and the remainder of this Agreement will continue in full force and effect.

**13. Non-Waiver of Rights.** No failure or delay by Contractor to assert any right or remedy under this Agreement will be a waiver of that right or remedy if the circumstances giving rise to the right or remedy continue or are repeated. No waiver will be effective unless given in writing. No term or provision of this Agreement will be construed to limit, in any manner, the rights or remedies available to Contractor under applicable law or otherwise, but rather are in addition to and cumulative of such other rights or remedies.

**14. Entire Agreement; Modification.** You and Contractor agree that this Agreement (including all of the attachments) is the final expression of our agreement, is the complete and exclusive statement of the terms and conditions of our agreement and supersedes all agreements, understandings or discussions, whether oral or written, entered into prior to or contemporaneously with this Agreement. This Agreement may not be modified or amended except in writing signed by you and Contractor.

**15. Attachments.** Certain state and federal laws require that notices, or terms and conditions different from or in addition to those contained elsewhere in this Agreement, be given to you. Such notices or terms and conditions, if any, may be included on one or more separate sheets attached to this Agreement and are incorporated in this Agreement by reference, and supersede and govern any conflicting or inconsistent notice or term or condition contained herein, if received by you prior to, or contemporaneously with, your execution of this Agreement. Your initialing of the separate sheets evidences your receipt, review and approval of such required notices, but evidence of your receipt of these materials can be shown in any other reasonable manner, including your receipt via electronic mail or other electronic delivery, your acknowledgment of receipt of such materials in a separate place on the Agreement, or by the separate records of Contractor which show your signature or receipt of such materials.

**16. Contract Type.** The document you are signing is a Home Improvement Contract.

**17. SCHEDULE OF PROGRESS PAYMENTS. DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS. THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. SEE DOCUMENT TITLED, "PAYMENT AUTHORIZATION FORM" FOR DETAILED SCHEDULE OF PROGRESS PAYMENTS.**

**18. Substantial Commencement.** Substantial commencement of work is when the goods ordered have been delivered and installation has either been scheduled or has begun.

**19. Substantial Completion.** Substantial Completion occurs when all windows and/or doors included in this Agreement have been installed into their openings and any interior or exterior trims have been applied. If there are any outstanding warranty claims or service items, owner may retain an amount equal to the value of the outstanding item(s) or work to be done, not to exceed 5% of the total purchase price.

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

SIGNATURE

PRINT NAME



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**20. Description of the Project and Description of the Significant Materials to be used and Equipment to be installed.** See the "Itemized Order Receipt" pages in your customer contract.

**21. List of documents to be Incorporated into the Contract.** See Page 1 of the document for Table of Contents.

**22. Commercial General Liability Insurance (CGL).** This contractor carries commercial general liability insurance written by Old Republic Insurance Company. You may call Old Republic Insurance company at 1-877-945-7378 to check the contractor's insurance coverage.

**23. Workers' Compensation Insurance.** This contractor carries workers' compensation insurance for all employees.

**24. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Buyer may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a Change Order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) the scope of work encompassed by the order, (ii) the amount to be added or subtracted from the contract, and (iii) the effect the order will make in the progress payments or the completion date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on the legal or equitable remedies designed to prevent unjust enrichment.

Upon Satisfactory payment begin made for any portion of the work performed, Contract shall, prior to any further payment being made, furnish Buyer(s) a full and unconditional release from any claim or mechanic's lien pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

**25. MECHANICS LIEN WARNING.** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped improve your property may record mechanics liens and sue you in court for foreclosure or lien. If a court finds the lien valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who send you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to

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Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

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prevent liens, visit CSLB's Internet website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean you may have to pay twice or face the forced sale of your home to pay what you owe.

**26. Information about the Contractor's State License Board (CSLB).** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the license contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgements that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually 4 years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or unlicensed contractor's employees. For more information: Visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov); Call CSLB at 800-321-CSLB (2752); or Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

**27. Performance Bond.** Buyer(s) has the right to require Contractor to have a performance and payment bond.

**28. Contract Copy.** You are entitled to a completed filled in copy of this agreement, signed by both you and the Contractor, before any work may be started.

**29. Contract Price.** Contract price may also be referred to as, Project Price or Total Price. Shown in dollars as the total amount of the order after all discounts have been applied.

**30. Loss of Glass Area.** Buyer understands that the installation of any replacement window will almost always result in a loss of visible glass area. This is particularly true when the installation involves setting the new window into the original window frame. The amount of reduced visible glass loss will depend upon the type of the original window frame, type of new window frame being installed and whether or not the original frame is being removed. **CUSTOMERS WHO HAVE A CONCERN ABOUT THIS ARE ADVISED TO ASK THEIR REPRESENTATIVE FOR SPECIFIC INFORMATION REGARDING THEIR INSTALLATION PRIOR TO ANY NEW WINDOWS BEING ORDERED.** Otherwise, Buyer(s) acknowledges and accepts any loss of visible glass area.

**31. Saturday Installations.** If Buyer requires that their job be installed on a Saturday, Buyer(s) accepts and acknowledges that this may delay the start of their installation and, on larger jobs, may cause the installation to take multiple weeks to install. Also, on jobs with building permits, the building departments do not conduct inspections on Saturdays and Buyer(s) acknowledges that it is their responsibility to be available on a weekday (Monday through Friday) to allow the inspector have access to the interior of their home to conduct any required inspections.

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

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# Electronic Consent Notice

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Welcome to Renewal by Andersen LLC. d/b/a Renewal by Andersen LLC, which may be referred to as “we” or “us” in this document. “You” or “I” refers to the Buyer(s) (who may also be referred to herein as the "Customer(s)").

You are receiving this Electronic Consent Notice as part of your eGreement packet. You previously agreed to enter into eGreement contract(s) electronically and use electronic signatures. You also agreed to exchange information with us electronically and allow us to electronically provide records, notices and legal disclosures.

## Your Rights

**You are entitled to a completely filled in copy of this Agreement, signed by both you and the contractor, before any work may be started.**

You understand that: (i) you have the right to have the contract(s) provided in paper or electronic form and (ii) your consent applies to this transaction and any notices, agreements, legal disclosures, reports, documents, communications, and/or other records relating to this transaction or any of our services and/or products.

You may at no cost to you: (a) withdraw your consent to contract electronically or use electronic signatures, exchange information with us electronically, or have the records, notices and legal disclosures provided in electronic form as described in this paragraph at no cost to you; and/or (b) you may obtain a paper copy at no charge if you request a copy from the sales representative or at the email noted above.

Please note that withdrawing your consent may delay the receipt of documents and information.

## Our Right to Send You Paper Documents

We may sometimes give or send you paper documents even if you have consented to receive documents electronically.

## Hardware and Software Requirements

You will need to meet the following hardware and software requirements to access the contract: access to any device modern web browser, an Internet connection, and the ability to view a PDF.

## Privacy Notice

We will collect certain personal information from you. In order to help you understand how we use information collected in connection with this or other transactions, please refer to our privacy policy at:

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

SIGNATURE

PRINT NAME



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<http://www.renewalbyandersen.com/about/legal-privacy.aspx>

## Data Retention

The information and documents we send you electronically are available unless and until you delete the information and documents on your electronic device. You may want to download and save any materials that we send to you electronically since you are responsible for keeping them for your records.

## Contact Us

If you have any trouble printing, downloading or accessing any documents, please contact your design consultant or call us at 424-337-8899 to request a paper copy at no cost to you.  
If you have any questions about your Renewal by Andersen® products, please contact your sales representative or call us at 424-337-8899.

## Changing Your Contact Information

You can change your contact information, at no cost to you, by calling us at 424-337-8899.

## Your Agreement and Consent

I acknowledge by receipt of this Electronic Consent Notice that:

1. I have read this notice about the use of electronic documents.
2. I agree to the use of electronic documents instead of printed documents and understand this satisfies any legal requirement.
3. I am able to download and review files in PDF format.
4. I have access to any device modern web browser, Internet access, and can send and receive emails with links to websites.
5. My consent applies to documents we will send you electronically.

*Thank you again for working with Renewal by Andersen LLC. d/b/a Renewal by Andersen LLC!*

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Description of Work & Significant Materials Notice

**DBA: RENEWAL BY ANDERSEN LLC**

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#990416

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C: (310)989-3038

In performing your job, Renewal by Andersen LLC will...

Treat you, your property and your family with respect. We will do our very best to make you happy. We will show up when we say we will and we will do what we say we will, when we say we will do it. Our entire team is dedicated to providing you with a delightful Red-Carpet Experience that includes the following:

1. Clear and concise communication.
2. Prepare your home by covering your floors and furniture with runners, floor tape and plastic sheeting as the situation warrants.
3. Remove your old window sash, door sash, frames and trim as specified, inspect the openings, and implement repairs, if and when necessary.
4. Install your new windows and doors according to the manufacturers' specifications and make sure your windows and/or doors are centered, level, plumb and square; using appropriate shims and fasteners as required.
5. Seal your new windows and/or doors into the openings using non-porous, closed cell foam insulation.
6. Apply the specified exterior and interior trim on all windows and/or doors.
7. Seal your new windows and/or doors using high performance, long lasting, manufacturer approved sealants.
8. Remove and haul away all job-related debris from your home and vacuum all work areas.
9. Clean all glass, sash, frames and trim.
10. Leave the jobsite in a clean, neat and orderly condition and at least as clean as when we started.
11. Ensure that all of your new Renewal by Andersen windows include Fibrex® composite frames, double strength glass, stainless-steel spacer, high performance "soft coat" Low E4 Smart Sun® or HP Sun® (tinted) glass, argon/nitrogen gas blend fill, dual seal butyl and silicone seals, and titanium dioxide exterior coating for easy cleaning and reduced water spotting.
12. Ensure you receive a copy of your Renewal by Andersen fully Transferable Limited Warranty (non-prorated) on both material and labor.
13. Ensure that you have a copy of your documents, including the number and description of your windows and/or doors and accessories to be furnished and installed.
14. Ensure that you receive the Renewal by Andersen Signature Service Experience.

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# 5-Day CA Notice of Cancellation

**DBA: RENEWAL BY ANDERSEN LLC**  
Legal Name: Renewal by Andersen LLC  
#990416  
18700 Crenshaw Blvd | Torrance, CA 90504  
Phone: 424-337-8899 | Fax: N/A | salesla@andersencorp.com

**Melinda Brown**  
939 16th St  
Hermosa Beach, CA 90254  
C: (310)989-3038

*This addendum is a supplement to your Agreement Document and Payment Terms and all documents incorporate therein (the "Agreement") with Renewal by Andersen LLC. If such provisions were fully and completely set for in the Agreement. Any conflict between the terms of the Agreement and this Addendum will be resolved in the favor of this Addendum.*

## Five-Day Right to Cancel

**You, the buyer, have the right to cancel this contract within five business days. You may cancel by emailing, mailing, faxing, or delivering written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

**If you cancel, the contractor must return to you anything you paid within 10 days of receiving this notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contractor or sale. Or, you may ask, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligation under this contract.**

*By signing below, Buyer acknowledges they have received a copy of this notice.*

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

SIGNATURE

PRINT NAME



# What to Expect

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## TECHNICAL MEASURE

In order to assure that Buyer(s)' job turns out to be exactly as Buyer(s) want(s) it and to make sure that the lines of communication are clear and open, Buyer(s), and any other interested parties who have concerns with this purchase, are required to be present during the technical measure of the products, services and related work being done in order to open the home and review your contract specifications with Contractor's job technician who will measure the opening for each purchased unit and discuss any pertinent information and circumstances and answer any questions or concerns that Buyer(s) may have. The job technician will then ask Buyer(s) to sign off on the final product and installations specifications which will be the final agreed upon work being done. Any custom materials deposit that is due at this point in time will be collected by the job technician.

## PRE-INSTALLATION

Once Buyer(s)' units have a scheduled arrival date from the factory, Contractor's office will confirm the installation date(s) with Buyer(s). Please keep in mind that this installation date may need to change depending upon unforeseen circumstances. Variables, such as rain and extreme weather are the most common reasons for a change in installation date. Contractor appreciates buyer(s)' understanding and flexibility in advance. Contractor will confirm Buyer(s)' installation date at least one day prior to installation.

## INSTALLATION

**Furniture and Decorations.** Contractor asks that Buyer(s) remove any furniture that may block access to the windows or door openings. Contractor's employees can assist with moving furniture but will not be responsible for moving unusually heavy items, fragile items, televisions, electronics, computers, musical instruments, waterbeds or other items that it deems out of the scope of our normal standards. Contractor asks that Buyer(s) remove any artwork, wall hangings, delicate, breakable and/or valuable articles in the vicinity of all work areas that could become imperiled due to vibrations or other construction activities before work begins. This will greatly reduce the likelihood of any accidental damage to personal property.

**Window Coverings.** Renewal by Andersen cannot guarantee the fit of the original window coverings after the new units are installed. Removal and reinstallation of window coverings are solely the responsibility of the customer unless specifically noted in the Itemized Order Receipt. Contractor cannot be held responsible for damage to these items as a result of old age and/or deterioration of plastic parts, mechanisms, etc. Buyer(s) understands that it is your responsibility to remove and rehang any drapes or to arrange for this work to be done by a professional window treatment company prior to installation.

**Pets.** Because not all pets react favorably to the excitement of the construction process, Contractor asks that Buyer(s) keep any pets confined during the time Contractor is working on Buyer(s) home. This should keep the pets from becoming stressed, accidentally escaping or possibly being injured.

SIGNATURE OF SALES PERSON

Randy LaHaye

PRINT NAME OF SALES PERSON

SIGNATURE

Melinda Brown

PRINT NAME

SIGNATURE

PRINT NAME





## What to Expect

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**Painting and/or Staining.** Any painting, staining or wallpapering which may be needed is not included in this Agreement unless specifically noted in the Itemized Order Receipt. All finishing of products as indicated in the Itemized Order receipt will occur after the installation has been completed. This will usually occur on a different day than the installation and Buyer(s) understand that they must make their home available for this work to occur.

**Final Payment.** Buyer(s) understands that their final payment is due at the substantial completion of the installation, which is defined as the job being materially completed, functional as intended when all windows and/or doors included in this agreement have been installed into their openings and any interior and exterior trims have been applied. If there are any outstanding warranty claims or service items, Buyer(s) may retain an amount equal to the value of the outstanding item(s) or work to be done, not to exceed 10% of the total purchase price. In some cases where touch-up painting, drywall finishing or stucco work is involved, a separate payment amount may be held out as specified in the payment schedule until this work has been completed. The final payment check should be made payable to "Renewal by Andersen LLC". Buyer(s) understands that they may hand the check to the project manager or authorize their payment via credit card with the project manager, who will then deliver the check or credit card payment to the Renewal by Andersen LLC office. Buyer(s) understands that if they have financed their project, the instructions provided by their lender will be followed to make final payment.

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

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# HOA Not Present

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## Homeowner's Association Release – HOA Not Present

By signing this document, the homeowner acknowledges that their property is **not** located within a Homeowner's Association. Therefore, Renewal by Andersen can order and replace product (windows and/or doors) according to the contract details.

**\*\*\*Please note: The homeowner is responsible for ensuring a Homeowner's Association does not exist at their property at the time the contract is signed with Renewal by Andersen.**

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Lead Safe Form - Test

**DBA: RENEWAL BY ANDERSEN LLC**  
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Within the Lead-Safe Form, "You" or "I" refers to the Buyer(s) (who may also be referred to herein as the "Customer(s)").

## Lead Safe Work Lead Testing Permission Form

### Permission to Test

I confirm my house was built prior to 1978. I understand and give permission to have my house tested for Lead Paint prior to the commencement of work. I understand that the if the test does show the presence of lead paint, that the firm performing the renovation will be required to use the lead-safe work practices required by EPA's Lead-Based Paint Renovation, Repair, and Painting Rule. I also understand that there is no added charge for using the lead safe work practices.

### Lead Safe Work Practices Installation Preparation

The following will apply to your installation if your home tests positive for lead-based paint:

- 1. AC/Furnace** - You will need to temporarily turn off your air conditioning or furnace during the portion of installation where Lead Safe Work Practices are being performed.
- 2. Preparation** - Please remove all bed linens, pillows, and children's toys from the work area(s).
- 3. Warning** - When a containment area is set up by the installation crew, no one is permitted inside the room/containment area with the exception of the installation crew members.

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

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Building Permit Notice

**DBA: RENEWAL BY ANDERSEN LLC**

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**Melinda Brown**

939 16th St

Hermosa Beach, CA 90254

C: (310)989-3038

A Building Permit is **required** for all or some of the work included in the Itemized Order receipt for your project.

Contractor shall obtain the required building permit based on the scope of work outlined within this Agreement. If Contractor is unable to secure required building permit for the project, for any reason, Contractor will notify Buyer(s) to assist with potential remedies. If no reasonable remedy exists or the permit cannot be obtained, this Agreement will be cancelled without liability to either Buyer(s) or Contractor, and any funds received will be returned to Buyer(s) within 30 days of Contractor providing notice to Buyer(s) that no reasonable remedy exists, or the permit cannot be obtained.

Buyer(s) understands that the cost of the permit is included in the agreed upon Contract price in this Agreement.

Buyer(s) understands and agrees to be responsible for closing any open permits that may exist on their property which may interfere with the issuance of a new permit for the work included in this Agreement.

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Buyer Responsibilities

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**Melinda Brown**  
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C: (310)989-3038

## Buyer(s) shall be responsible for, and agrees to, the following items:

1. Providing access to the property, including access to the interior, during normal weekday business hours, for the purposes of completing of any required building inspection(s) by the local building department.
2. Providing the Contractor with full access to the jobsite area where products are being installed including a clear path on the interior to all work areas. Buyer(s) understands that in order to accomplish the Description of Work for their project, the Contractor must have access to certain exterior areas of the property including lawns, driveways, gardens, flowerbeds, patio covers, balconies, decks and roof areas, some of which could be damaged in the process despite using standard and prudent precautionary measures. Buyer(s) agrees to hold the Contractor harmless from any damage to these areas cause by normal walking, standing, climbing, lifting, scaffolding, etc. In the case of non-walkable roofing (such as clay, concrete and metal tile, slate and shakes), to avoid damage, Buyer(s) is advised to have these products removed in advance of the window installation and have them re-installed afterwards. If Buyer(s) opts to not remove non-walkable roofing materials, Contractor will exercise prudent care not to damage the roofing but in no case will the Contractor be liable for providing replacement roofing materials or any other costs associated with roofing repairs.
3. Providing electrical power to the Contractor at the job site.
4. Providing properly functioning smoke and carbon monoxide detectors as these may be required as a condition of approval with the local building department.
5. Protection and/or removal of any artwork, wall hangings, delicate, breakable and/or valuable articles in the vicinity of all work areas that could be imperiled due to vibrations or other construction activities.
6. The cost to remove and rehang any drapes that are in the way of work being done and that failure to do so will relieve Contractor from any liability with respect to damage caused as a result of construction related activities.
7. The cost to paint any new drywall, siding, stucco work that is performed by the Contractor as part of this Agreement. CONTRACTOR IS NOT RESPONSIBLE FOR PAINTING ANY NEW DRYWALL, SIDING OR STUCCO UNLESS SPECIFIED IN WRITING WITHIN THIS AGREEMENT.
8. Any direct or indirect damages arising in whole or in part of any cause beyond the control of Contractor.
9. Any consequential, special or delay damages including without limitation, lost profits or reduction in value of Buyer's property, arising from the Contractor's delay in performing under this Agreement.
10. Normal wear and tear to surfaces and/or products installed by the Contractor.
11. Any damage to the Contractor's work cause by pre-existing conditions at Buyer's property or Buyer's failure to maintain or repair Buyer's property, it being understood that it is the Buyer's responsibility to make all necessary repairs at the Buyer's own expense to protect the Contractor's work, including repairs to roofs, decks, copings, gutters, leaders, flashing, and caulking.
12. Unless otherwise agreed to in writing, Contractor shall not be responsible for following any Buyer(s) prescribed manner or schedule of installation.
13. Any pre-existing mold, mildew or any similar condition that may have damaged or caused damage to Buyer's property or

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Buyer Responsibilities

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injury to Buyer, it being understood that if Contractor discovers any such hazardous substance, Contractor will stop all work, alert Buyer(s), and allow Buyer(s) to remedy such hazardous substance.

14. Any hidden rotted wood around existing openings, it being understood that Contractor may replace all hidden rotten wood at an additional cost pursuant to a written Change Order.

15. Moving any hidden obstacles in a wall such as electrical wires, telephone or cable TV wires, security system wires, plumbing supply pipes, gas pipes, plumbing waste or vent pipes, heating ducts and structural members (other than normal framing studs) that are in the way of any openings that are being enlarged or any new openings being created, unless the cost to move those items is specifically mentioned and included in the Itemized Order Receipt or Change Order.

16. Obtaining any required Homeowner's Association (HOA) approvals that may be required and that failure to do so in a timely manner will delay the start of work.

*By signing below, Buyer(s) hereby agree to and accept all responsibilities listed above.*

**SIGNATURE OF SALES PERSON**

Randy LaHaye

**PRINT NAME OF SALES PERSON**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

**SIGNATURE**

**PRINT NAME**



# Release Agreement

**DBA: RENEWAL BY ANDERSEN LLC**  
Legal Name: Renewal by Andersen LLC  
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18700 Crenshaw Blvd | Torrance, CA 90504  
Phone: 424-337-8899 | Fax: N/A | salesla@andersencorp.com

**Melinda Brown**  
939 16th St  
Hermosa Beach, CA 90254  
C: (310)989-3038

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

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

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

**BUYER(S)**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

939 16th St

**ADDRESS**

Hermosa Beach, CA 90254

**CITY / STATE / ZIP**

**WITNESS**

**SIGNATURE**

Randy LaHaye

**PRINT NAME**

05/17/23

**DATE**



# Release Agreement

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

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

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

**BUYER(S)**

**SIGNATURE**

Melinda Brown

**PRINT NAME**

939 16th St

**ADDRESS**

Hermosa Beach, CA 90254

**CITY / STATE / ZIP**

**WITNESS**

**SIGNATURE**

Randy LaHaye

**PRINT NAME**

05/17/23

**DATE**





## Price Presentation Discounts

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**PROJECT PRICE BEFORE DISCOUNTS** **\$43,585**

### INDIVIDUAL SAVINGS BASED ON 11 UNITS

<b>Renewal Savings (Los Angeles Offer)</b>	Savings:
Renewal Savings Discount 20%	<b>\$8,717</b>
<b>3% Volume Discount</b>	Savings:
	<b>\$1,307</b>
<b>Customer Savings Program (3%)</b>	Savings:
	<b>\$1,006</b>

**TOTAL PRICE: \$32,555**

