

08-733-CD  
Randy Caldwell vs 765 Deck LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,  
Plaintiff,

v.

765 DECK LLC,  
C/O BEN TIMKO,  
Defendant.

\* No. 08- 733-CD

\* Type of Pleading:

\* **NOTICE OF APPEAL**

\* Filed on behalf of:  
\* Defendant.

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

for \$95.00 Atty  
FILED 06/3/08 10:40 AM  
APR 22 2008 Atty Naddeo  
MNT FOB.

William A. Shaw  
Prothonotary/Clerk of Courts

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Hathaway  
JUDICIAL DISTRICT

## NOTICE OF APPEAL

FROM

FILED

## DISTRICT JUSTICE JUDGMENT

APR 22 2008

COMMON PLEAS No. 08-733-CD

William A. Shaw  
Prothonotary/Clerk of Courts

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Ben Timko		MAG. DIST. NO. OR NAME OF D.J. Patrick N. Ford		
ADDRESS OF APPELLANT P.O. Box 41		CITY Clearfield	STATE PA	ZIP CODE 16830
DATE OF JUDGMENT 4/10/08	IN THE CASE OF (Plaintiff) Randy W. Caldwell	(Defendant) vs. 765 DECK LLC C/O Ben Timko		
CLAIM NO. CV -0000035-08 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>James A. Yaddell</i>		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>		<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>		
Signature of Prothonotary or Deputy				

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon Randy W. Caldwell, appellee(s), to file a complaint in this appeal  
(Name of appellee(s))

(Common Pleas No. 08-733-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*James A. Yaddell*  
Signature of appellant or his attorney or agent

**RULE:** To Randy W. Caldwell, appellee(s).  
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: April 22, 08.

*William A. Shaw*  
Signature of Prothonotary or Deputy

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

### COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, on  
 by personal service  by (certified) (registered) mail, sender's receipt attached hereto.  
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom  
the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_,

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
*Shaw*  
 JUDICIAL DISTRICT

## NOTICE OF APPEAL

FROM

FILED

## DISTRICT JUSTICE JUDGMENT

APR 22 2008  
 COMMON PLEAS No. 08-733-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Ben Timko		MAG. DIST. NO. OR NAME OF D.J. Patrick N. Ford		
ADDRESS OF APPELLANT PO. Box 41		CITY Clearfield	STATE PA	ZIP CODE 16830
DATE OF JUDGMENT 4/10/08	IN THE CASE OF (Plaintiff) Randy W. Caldwell	(Defendant) 765 DECK LLC C/O Ben Timko		
CLAIM NO. CV -0000035-08 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>James A. Yaddell</i>		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>			<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	
Signature of Prothonotary or Deputy				

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon <u>Randy W. Caldwell</u> <small>Name of appellee(s)</small>	, appellee(s), to file a complaint in this appeal
(Common Pleas No. <u>08-733-CD</u> )	within twenty (20) days after service of rule or suffer entry of judgment of non pros.
<i>James A. Yaddell</i> <small>Signature of appellant or his attorney or agent</small>	
<b>RULE:</b> To <u>Randy W. Caldwell</u> <small>Name of appellee(s)</small>	

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: April 22, 08.

*William A. Shaw*

*cm*  
Signature of Prothonotary or Deputy

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.  
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46th  
JUDICIAL DISTRICT

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 08-733-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>Ben Timko</b>	MAG. DIST. NO. OR NAME OF D.J. <b>Patrick N. Ford</b>		
ADDRESS OF APPELLANT <b>PO Box 41</b>	CITY <b>Clearfield</b>	STATE <b>PA</b>	ZIP CODE <b>16830</b>
DATE OF JUDGMENT <b>4/10/08</b>	IN THE CASE OF (Plaintiff) <b>Randy W. Caldwell</b>	vs. (Defendant) <b>765 DECK LLC C/O Ben Timko</b>	
CLAIM NO. <b>CV -0000035-08</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Patrick N. Ford</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.  <i>Patrick N. Ford</i>	
Signature of Prothonotary or Deputy			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon Randy W. Caldwell, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 08-733-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Jamie L. Indri*  
Signature of appellant or his attorney or agent

RULE: To Randy W. Caldwell, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: April 22, 08

*LM*  
Signature of Prothonotary or Deputy

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
*(date of service)* \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_  
 by personal service  by (certified) (registered) mail, sender's receipt attached hereto.  
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_,

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321**

**15801**

**765 DECK LLC**  
**C/O BEN TIMKO**  
**PO BOX 41**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**CALDWELL, RANDY W**  
**720 BROAD STREET**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**765 DECK LLC**  
**C/O BEN TIMKO**  
**PO BOX 41**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

Docket No.: **CV-0000035-08**  
Date Filed: **1/22/08**



**THIS IS TO NOTIFY YOU THAT:**

**FOR PLAINTIFF**

Judgment: \_\_\_\_\_ (Date of Judgment) **4/10/08**

Judgment was entered for: (Name) **CALDWELL, RANDY W**

Judgment was entered against: (Name) **765 DECK LLC**  
in the amount of \$ **2,189.15**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time \_\_\_\_\_

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,060.00</b>
Judgment Costs	\$ <b>129.15</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>2,189.15</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

4-10-08 Date Patrick N. Ford - PNF, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January,

**2012**

SEAL

AOPC 315-07

DATE PRINTED: **4/10/08 11:30:00 AM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

2008-733-CD

**CIVIL COMPLAINT**

Mag. Dist. No.

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE  
PO BOX 452  
DUBOIS, PA 15801**

Telephone: **(814) 371-5321**

PLAINTIFF:

NAME and ADDRESS

**RANDY W. CALDWELL  
720 BROAD ST  
DUBOIS PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**Ben Timco - 765 DECK LLC  
P.O. BOX 41 - CLEARFIELD MAIL  
CLEARFIELD PA 16830**

Docket No.: **CV-35-08**  
Date Filed: **1-22-08**



APR 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>93.50</u>	<u>1/15/08</u>
POSTAGE	\$ <u>      </u>	<u>      </u>
SERVICE COSTS	\$ <u>      </u>	<u>      </u>
CONSTABLE ED.	\$ <u>      </u>	<u>      </u>
TOTAL	\$ <u>      </u>	<u>      </u>

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 2560.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

*Ben Timco of 765 Deck has not Paid me Randy W. Caldwell  
Completed.  
FOR 2 Deck jobs that I sold while Employed by him.*

*JOBS TOTAL WERE. RITZ  
IRSIHTOWN RD*

*13000.00  
13600.00  
25600.00*

*GRANBORN*

*At 10% Commission*

*13000.00 - VARIS-13,600-372-2421  
T.L. Dubois.*

*Ph.*

*I, Randy W. Caldwell*

verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

*Randy W. Caldwell*  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney:

DAVID AMMERMAN

Address: 310 E Cherry St.

Telephone:

814 765 1701

CLEARFIELD PA 16830

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321**

**15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**CALDWELL, RANDY W**  
**720 BROAD STREET**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**765 DECK LLC**  
**C/O BEN TIMKO**  
**PO BOX 41**  
**CLEARFIELD, PA 16830**

VS.

NAME and ADDRESS

Docket No.: **CV-0000035-08**  
Date Filed: **1/22/08**



**08-733-CJ**

**4/10/08**

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment)

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>CALDWELL, RANDY W</b>	Amount of Judgment \$ <b>2,060.00</b> Judgment Costs \$ <b>129.15</b> Interest on Judgment \$ <b>.00</b> Attorney Fees \$ <b>.00</b>
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>765 DECK LLC</b> in the amount of \$ <b>2,189.15</b>	
<input type="checkbox"/> Defendants are jointly and severally liable.	Total \$ <b>2,189.15</b>
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Post Judgment Credits \$ _____
<input type="checkbox"/> This case dismissed without prejudice.	Post Judgment Costs \$ _____
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	=====
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Certified Judgment Total \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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**FILED**  
*4/10/08*  
**APR 28 2008**  
*(60)*

William A. Shaw  
Prothonotary/Clerk of Courts

*4/10/08* Date *Patrick N. Ford*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **4/10/08 11:30:00 AM**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
Type of Pleading: Complaint  
Filed on behalf of: Randy W.  
Caldwell, Plaintiff  
Counsel of Record for this party:  
DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519  
LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998  
100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801  
(814) 375-0300

FILED NO CC  
MAY 12 2008  
GK  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :

**NOTICE**

TO DEFENDANTS:

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by Attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641

6. Plaintiff sold a construction job to a Thomas and Elizabeth Ritz for the sum of \$12,000.00 and a construction job to a George Yaris for the sum of \$13,600.00. The total cost of both jobs was \$25,600.00 and Plaintiff is due a commission of \$2,560.00.

7. Defendant Timko paid Plaintiff \$500.00 and \$2,060.00 is due and owing.  
7. Defendant Timko has failed to make payment notwithstanding Plaintiff's demand.

8. The actions of Defendant Timko constitute breach of contract for which Plaintiff has suffered damages in the amount of \$2,060.00.

9. Plaintiff filed a successful District Magistrate Complaint and was awarded costs in the action in the amount of \$129.15.

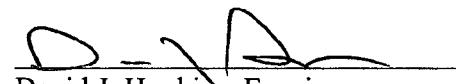
10. On or about March 22, 2007, Defendant Benjamin J. Timko created an entity known as 765-Deck LLC, which is a Pennsylvania Limited Liability company.

11. To the best knowledge, information and belief of Plaintiff, 765-Deck LLC is the alter ego of Benjamin J. Timko.

12. To the extent that Defendant was contracting, unbeknownst to Defendant, with 765-Deck LLC, Defendant is nevertheless entitled to an award of \$2,060.00 for breach of contract and \$129.15 for District Magistrate cost.

WHEREFORE, Plaintiff demands judgment against Defendants, Benjamin J. Timko and 765-Deck LLC, jointly and severally, in the amount of \$2,189.15 together such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,



\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

Randy W Caldwell  
Randy W. Caldwell

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
vs.

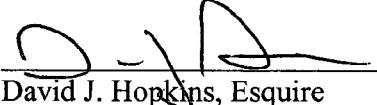
**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Complaint, filed on behalf of Randy W. Caldwell, was forwarded by first class mail, postage prepaid, on the 24 day of May, 2008, to all counsel of record, addressed as follows:

Benjamin J. Timko  
P.O. Box 41  
Clearfield, PA 16830

765-Deck LLC  
P.O. Box 41  
Clearfield, PA 16830

James A. Naddeo, Esquire  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830



\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,  
Plaintiff,

v.

BENJAMIN J. TIMKO and  
765-DECK, LLC,  
Defendants.

\* No. 08-733-CD

\* Type of Pleading:

\* **ANSWER, NEW MATTER AND  
COUNTERCLAIM**

\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: May 29, 2008

FILED ICC Atty  
03:26pm  
MAY 29 2008  
(CM)  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,

Plaintiff,

\*

\*

v.

\*

No. 08-733-CD

\*

\*

BENJAMIN J. TIMKO and  
765-DECK, LLC,

Defendants.

\*

\*

NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to  
the enclosed New Matter and Counterclaim within twenty (20) days  
from service hereof or a judgment may be entered against you.

NADDEO & LEWIS, LLC

By

James A. Naddeo  
James A. Naddeo, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,

Plaintiff,

\*

\*

\*

v.

No. 08-733-CD

\*

\*

BENJAMIN J. TIMKO and  
765-DECK, LLC,

Defendants.

\*

\*

**ANSWER, NEW MATTER AND COUNTERCLAIM**

NOW COME the Defendants, Benjamin J. Timko and 765-Deck, LLC, and by their attorney, James A. Naddeo, Esquire, set forth the following Answer, New Matter and Counterclaim: *as*

**ANSWER**

**COUNT I**

1. Admitted.
2. Denied as stated. To the contrary, Defendant's address is P.O. Box 41, Clearfield, Pennsylvania 16830.
3. Admitted.
4. Admitted.
5. Denied. On the contrary Defendants incorporate New Matter set forth below as if set forth in full herein.
6. Denied for the reasons set forth in New Matter as set forth below which Defendants incorporate by reference herein as if set forth in full.

7. Admitted in part. Denied in part. It is denied that Defendants owe \$2,600.00 to Plaintiff. It is admitted that Defendants paid \$500.00 to Plaintiff. In further answer thereto said amount ~~was~~ tendered on condition that it would be accepted by Plaintiff as full satisfaction for all claims.

7. (Plaintiff's Complaint has two number sevens.)

Admitted.

8. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

9. Admitted.

10. Admitted.

11. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

12. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied and Defendants incorporate New Matter as if set forth in full herein.

WHEREFORE, Defendants, 765-DECK, LLC and Benjamin J. Timko, pray for judgment to be entered in favor of Defendants and against the Plaintiff.

NEW MATTER

13. On March 22, 2007 the limited liability company known as 765-DECK was formed by Defendant, Benjamin J. Timko.

14. At all times referred to herein, Plaintiff, Randy W. Caldwell, was employed by the limited liability company known as 765-DECK as a commissioned salesman.

15. At all times referred to herein, Plaintiff had binding authority to sign contracts on behalf of Defendant, 765-DECK, LLC.

16. At all times referred to herein, Plaintiff was employed in accordance with the terms and conditions specified in the price book. True and correct copy of Price Book is attached hereto as Exhibit "A."

17. Plaintiff was employed upon the verbal agreement that his salary (including commission) would not exceed ten percent commission of all jobs sold.

18. All commissions if any due to Plaintiff were to be paid according to the price book which commissions varied according to installed sale prices listed therein.

19. That the price book provides for an eleven percent commission on the total cost of each job (pricing calculated per square footage) in those instances where the job was sold at the highest list price.

20. That the price book provides for a ten percent commission on the total cost of each job in those instances where the job was sold at the second highest list price.

21. That the price book provides for a seven percent commission on the total cost of each job in those instances where the job was sold at the lowest list price.

22. That no authority was given to quote a job at a price lower than those provided for in the price book.

23. That Plaintiff sold the Ritz job for the price of \$12,000.00 as appears from the contract signed by Plaintiff and the customer which is attached hereto as Exhibit "B."

24. That the Ritz job included materials for and installation of a roof as appears from Exhibit B and as listed under "Description of Work Agreed Upon."

25. That the price book does not contain sale prices for roofs.

26. That all roofs are to be priced by Benjamin Timko.

27. That the Ritz job if sold at the lowest list price (for a 7% commission) would be priced at \$16, 176.00. A detail of job pricing is attached hereto as Exhibit "C."

28. That Plaintiff sold the Ritz job at a price which is \$4,176.00 less than the lowest list price.

29. That the Plaintiff exceeded the scope of his authority by selling the Ritz job at a price which included a roof without obtaining pricing for the same from Defendant, Benjamin Timko.

30. That Plaintiff exceeded the scope of his authority by selling the Ritz job at a price lower than what is provided for in the price book.

31. That Plaintiff when he agreed to the price given to the customer which was below that listed in the price book for the Ritz job, bound the Defendant, 765-DECK, LLC, to this price with the customer.

32. That Plaintiff is due no commission on the Ritz job for the reasons stated herein.

33. That Plaintiff sold the Yarus job for a total price of \$14,000.00 as appears from the contract signed by Plaintiff and the customer which is attached hereto as Exhibit "D."

34. That the Yarus job if sold at the lowest list price (for a 7% commission) would be priced at \$15,257.00. A detail of job pricing is contained in Exhibit C attached hereto.

35. That Plaintiff sold the Yarus job at a price which is \$1,257.00 less than the lowest list price.

36. That Plaintiff exceeded the scope of his authority by selling the Yarus job at a price lower than what is provided for in the price book.

37. That Plaintiff when he agreed to the price given to the customer which was below that listed in the price book for the Yarus job, bound the Defendant, 765-DECK, LLC, to this price with the customer.

38. That Plaintiff is due no commission on the Yarus job for the reasons stated herein.

39. That Plaintiff accepted \$500.00 from Defendant as payment and full satisfaction for all, if any, commissions owed to Plaintiff by Defendant.

WHEREFORE, Defendants, 765-DECK, LLC and Benjamin J. Timko, pray for judgment to be entered in favor of Defendants and against the Plaintiff.

COUNTERCLAIM

40. Defendant incorporates by reference Paragraphs 13 through 39 as if set forth in full herein.

41. Plaintiff exceeded the scope of his authority by selling the Ritz job without pricing for the roof having been obtained from Benjamin Timko and at a price \$4,176.00 less than the price at which it was possible to complete the job.

42. Plaintiff owes the Defendant, 765-DECK, LLC, \$4,176.00.

43. Plaintiff exceeded the scope of his authority by selling the Yarus job at a price \$1,257.00 less than the price book listing.

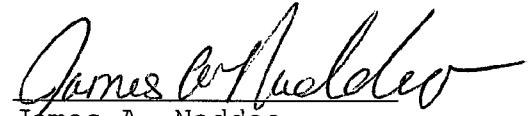
44. Plaintiff owes the Defendant, 765-DECK, LLC, \$1,257.00.

WHEREFORE, Defendants, 765-DECK, LLC and Benjamin J. Timko, pray for judgment to be entered in favor of Defendants and against the Plaintiff, Randy W. Caldwell, in the amount of \$5,433.00 with costs and interest thereon.

Respectfully submitted,

NADDEO & LEWIS, LLC

By:

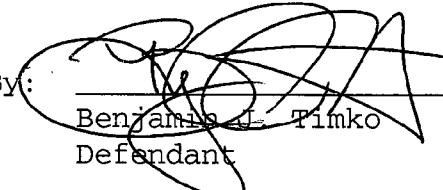
  
James A. Naddeo

Attorney for Defendants

V E R I F I C A T I O N

I, Benjamin J. Timko, Defendant verify that the statements made in the foregoing Answer, New Matter and Counterclaim are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By:

  
\_\_\_\_\_  
Benjamin J. Timko  
Defendant

Dated:

5/29/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,

Plaintiff,

v.

\*

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\*

\*

No. 08-733-CD

BENJAMIN J. TIMKO and  
765-DECK, LLC,

Defendants.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer, New Matter and Counterclaim was served on the following and in the following manner on the 29th day of May, 2008:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire  
Attorney at Law  
100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

NADDEO & LEWIS, LLC

By:

  
James A. Naddeo  
Attorney for Defendants

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

<b>2006 NEW DECK</b>			
<b>PRICE SHEET</b>			
<b>NEW CONSTRUCTION DECK SHEET</b>			
<b>50-75 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 55.00</b>
		<b>DISCOUNT</b>	<b>\$ 50.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>FINAL</b>	<b>\$ 48.00</b>
	ADD \$3 PER SQ. F.T. FOR CLAY RAILING		
<b>75-100 SQ.FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 53.00</b>
		<b>DISCOUNT</b>	<b>\$ 48.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>FINAL</b>	<b>\$ 45.00</b>
	ADD \$3 PER SQ. F.T. FOR CLAY RAILING		
<b>100-150 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 45.00</b>
		<b>DISCOUNT</b>	<b>\$ 42.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>FINAL</b>	<b>\$ 39.00</b>
	ADD \$2 PER SQ. F.T. FOR CLAY RAILING		
<b>150-250 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 38.00</b>
		<b>DISCOUNT</b>	<b>\$ 36.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 33.00</b>
	ADD \$2 PER SQ. F.T. FOR CLAY RAILING		
<b>250-350 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 32.00</b>
		<b>DISCOUNT</b>	<b>\$ 29.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 27.00</b>
	ADD \$1.50 PER SQ. F.T. FOR CLAY RAILING		
<b>350-450 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 30.00</b>
		<b>DISCOUNT</b>	<b>\$ 27.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 25.00</b>
	ADD \$1.50 PER SQ. F.T. FOR CLAY RAILING		
<b>450 + SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 28.00</b>
		<b>DISCOUNT</b>	<b>\$ 25.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 23.00</b>
	ADD \$1.25 PER SQ. F.T. FOR CLAY RAILING		

DECK PRICE SHEET  
Exhibit "A"

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

<b>2006 NEW DECK</b>			
<b>PRICE SHEET</b>			
<b>DECK RE-FACING PRICE SHEET</b>			
<b>INCLUDES REMOVAL OF DECKING AND RAILING ONLY</b>			
<b>INCLUDES NEW DECKING, TRIM, FASCIA BOARD, &amp; RAILING USING EXISTING POSTS</b>			
<b>50-75 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 51.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 46.50</b>
	<b>ADD \$3 PER S.Q. F.T FOR CLAY RAILING</b>	<b>FINAL</b>	<b>\$ 42.00</b>
<b>75-100 SQ.FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 47.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 42.50</b>
	<b>ADD \$3 PER S.Q. F.T FOR CLAY RAILING</b>	<b>FINAL</b>	<b>\$ 39.00</b>
<b>100-150 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 34.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 31.00</b>
	<b>ADD \$2 PER S.Q. F.T FOR CLAY RAILING</b>	<b>FINAL</b>	<b>\$ 28.00</b>
<b>150-250 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 29.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 26.40</b>
	<b>ADD \$2 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 24.00</b>
<b>250-350 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 23.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 21.00</b>
	<b>ADD \$1.50 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 19.00</b>
<b>350-450 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 23.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 21.00</b>
	<b>ADD \$1.50 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 19.00</b>
<b>450 + SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 28.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 25.00</b>
	<b>ADD \$1.25 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 23.00</b>
	<b>IF POSTS MUST BE CUT DOWN OR IF THEY</b>		
	<b>ARE BAD, NEW GALV. STEEL DECK MOUNTS</b>		
	<b>(WHICH ARE ALSO NEEDED FOR LIGHTS)</b>		
	<b>ARE \$45 PER. INSTALLED</b>		

DECK PRICE SHEET

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

2006 NEW DECK			
PRICE SHEET		ADD ON'S	
<b>ADD ON'S</b>			
RADIUS	BUILD ROUND CORNER OR CURVE A LANDING	ADD	\$550
HOT TUB FRAMING	ADD ADDITIONAL FRAMING 12" O.C. OR POSTS	ADD	\$300
SOFFIT	VERTICLE SOFFIT BOTTOM OF DECK (INCLUDES FRAMING)		
	0-4' OFF OF GROUND	PER SQ. FT.	\$6
	4-8' OFF OF GROUND	PER SQ. FT.	\$8
	ADD \$1.50 PER FOOT FOR DARK BROWN SOFFIT	ADD	\$1.50
SOFFIT GATE	BUILD VINYL SOFFIT GATE WITH HINGES + LATCH	ADD	\$350
LIGHTS	ADD LIGHTS LOW VOLTAGE ONLY FLAT OR SLOPED TOP		
ONLY TAN & WHITE	EVERY LIGHT JOB MUST INCLUDE TRANSFORMER AND USE AN EXISTING OUTLET	TRANS.	\$145
LIGHTS CAN ONLY BE INSTALLED ON DECK MNT.	6040 FLAT TOP LIGHT (INCLUDES WIRE)	PER LIGHT	\$75
HOLLOW POSTS ADD \$45	6050 PYRAMID TO LIGHT (INCLUDES WIRE)	PER LIGHT	\$75
PER MOUNT NEEDED	6080 FLAT TOP WITH GLASS BALL (INCLUDES WIRE)	PER LIGHT	\$75
OUTLETS	ADD A GFCI OUTLET WITH BOX AND COVER	PER	\$115
ANY OUTLET IN A POST USE	INCLUDES WIRE AND CODE KEEPER COVER		
HOLLOW MNT. ADD \$45			
MOVE EXISTING	WATER SPICKET, DRYER VENT, OUTLET ETC.	PER	\$110
HOT TUB WIRING	CLIENT RESPONSIBLE FOR ELEC. INSPECTION	PER	\$480
	INCLUDES WIRE, NEW 100AMP GFCI BREAKER, & DISCONNECT AT TUB		
CAP EXISTING	ALUMINUM CAP EXISTING POST	PER	\$85
	ALUMINUM CAP EXISTING ANYTHING	PER. L.N. F.T.	\$9
TEAR OFF DECK	COMPLETELY TEAR DOWN AND REMOVE DECK	PER F.T.	\$4
TEAR OFF W/REFACE	COMPLETELY TEAR DOWN AND REMOVE DECK	PER F.T.	\$2

DECK PRICE SHEET

Ben Timko's

765 - DECK

P.O. Box 41

Clearfield, Pa 16830

2006 NEW DECK			
PRICE SHEET			
<b>RAILING ON CONCRETE</b>			
PORCH COLUMNS			
<b>INSTALLED</b>			
	5" DECROATIVE COLONIAL COLUMN 5000 LB RATED	PER	\$275
	5" SQUARE COLUMN 5000 LB RATED	PER	\$220
	4" VINYL SLEEVE OVER 4"X4" TREATED POST ( IF NEEDED)	PER	\$170
NEWEL POSTS		PER	\$97.00
<b>INSTALLED</b>			
	38" VINYL POST, SKIRT, NEW ENGLAND CAP, TAPCONS		
	ADD \$6 PER FOR BALL CAPS OR GOTHIC CAPS	ADD	\$6
RAILING SECTIONS (THERE IS NO SUCH THING AS A 4' SECTION)			
<b>REG. OR STAIR</b>		PER	\$220
<b>WHITE OR TAN!!!</b>		PER	\$255
	10" SHEFFIELD 1.4" SQUARE PICKET	PER	\$330
	SMALL 2' SECTIONS ECT. PRICE \$55 PER FT.	PER F.T.	\$55
	6' EASTPORT SPINDLE STYLE	PER	\$240
	8' EASTPORT SPINDLE STYLE	PER	\$280
	10' EASTPORT SPINDLE STYLE	PER	\$360
	SMALL 2' SECTIONS ECT. PRICE \$65 PER FT.		
CLAY COLOR			
OR COLOR CAP		ADD	PER SEC. \$30
<b>FIX CONCRETE</b>		ADD	\$150
	TO FIX CONCRETE CORNER		
	WE ONLY FIX IF NEEDED TO INSTALL RAILING		
<b>EXISTING RAILING</b>			
	IF POSTS ARE SET IN CONCRETE MUST BE GROUND	ADD	\$30 PER
	OFF WITH A GRINDER ADD PER POST		
	MOST EXISTING RAILING IS EASY TO TEAR OFF! IF YOU		
	SEE DIFFICULTIES ADD BETWEEN \$15 - \$25 PER POST		
	WE DON' DO CARPET!! WE DON'T FIX EITHER!		

DECK PRICE SHEET

Ben Timko's

765 - DECK

P.O. Box 41

Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_

NET 30 DAYS

FINACI. CHARGE: 2% PER 30 OR 24% ANNUAL

**PRICE LIST 1/1/06**

765-DECK

**LIGHTS**

**5X5 VINYL POSTS**

**PART NUMBER**

**DESCRIPTION**

**LOW VOLTAGE (12 volt)**

**BARRED GLASS**

**FLAT TOP**

**5X5 VINYL POSTS**

**WHITE**

**TAN**

**FANCY GLASS**

**SLOPED TOP**

**6040-5X5**

**6049-5X5**

**6050-5X5**

**6059-5X5**

**5X5 VINYL POSTS**

**WHITE**

**TAN**

**GLASS BALL**

**FLAT TOP**

**6080-5X5**

**5X5 VINYL POSTS**

**WHITE**

**HIGH VOLTAGE 110 (NO BULB)**

**WHITE FLAT TOP BARRED GLASS**

**9040-5X5**

**9050-5X5**

**9080-5X5**

**WHITE SLOPED TOP FANCY GLASS**

**WHITE FLAT TOP W/GLASS BALL**

**4X4 WOOD POSTS LOW VOLTAGE**

**DLA6010 SLOPED PLASTIC**

**WHITE**

**DLA6012**

**NATURAL BROWN**

**DLA6014**

**GREEN**

**DLA6018**

**BLACK**

**DLA6020 BOX W/SLOPED PLASTIC**

**WHITE**

**DLA6022**

**NATURAL BROWN**

**DLA6024**

**GREEN**

**DLA6028**

**BLACK**

**DLA6030 PLASTIC METAL TOP**

**WHITE**

**DLA6032**

**NATURAL BROWN**

**DLA6034**

**GREEN**

**DLA6038**

**BLACK**

**DLA6040 FLAT/BARRED GLASS**

**WHITE**

**DLA6042**

**NATURAL BROWN**

**DLA6044**

**GREEN**

**DLA6045**

**BRONZE**

**DLA6048**

**BLACK**

**DLA6050 SLOPED/FANCY GLASS**

**WHITE**

**DLA6052**

**NATURAL BROWN**

**DLA6053**

**GREEN**

**DLA6054**

**BLACK**

**DLA6055**

**BRONZE**

**DLA6058**

**BLACK**

**DLA6080 GLASS BALL**

**WHITE**

**DLA6082**

**NATURAL BROWN**

**DLA6084**

**GREEN**

**DLA6088**

**BLACK**

Customer Signature

Thank You

We look forward to serving you in the future....

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

PAGE: 1

CUSTOMER COPY

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/  
NET 30 DAYS  
FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

<b>PRICE LIST 1/1/06</b>			
<b>765-DECK</b>		<b>LIGHTS</b>	
		<b>ACCESSORIES</b>	
<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QUAN.</b>	<b>PRICE</b>
DLE4410		LIGHT PIG TAIL	
ML44T	44 WATT TIMER/TRANSFORMER	2 LIGHT	
527718	88 WATT TIMER/TRANSFORMER	4 LIGHT	
527726	121 WATT TIMER/TRANSFORMER	6 LIGHT	
544132	200 WATT TIMER/TRANSFORMER	11 LIGHT	
ML300TW	300 WATT TIMER/TRANSFORMER		
ML600TW	600 WATT TIMER/TRANSFORMER		
304	100' HEAVY OUTDOOR LOW VOTAGE WIRE		
311	200' HEAVY OUTDOOR LOW VOTAGE WIRE		
548820	500' HEAVY OUTDOOR LOW VOTAGE WIRE		
<b>ALL LIGHT ORDERS ARE SUBJECT TO SALES TAX AND UPS SHIPPING CHARGES</b>			

Customer Signature

Thank You

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

We look forward to serving you in the future.....

PAGE: 1  
CUSTOMER COPY

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_  
NET 30 DAYS

FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

<b>PRICE LIST 1/1/06</b>				
<b>765-DECK</b>		<b>LIGHTS</b>		
<b>4X4 VINYL POSTS</b>				
<b>INSTALLED PRICE \$75 PER</b>				
<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QUAN.</b>	<b>PRICE</b>	<b>PRICE</b>
<b>LOW VOLTAGE (12 volt)</b>				
<b>4X4 VINYL POSTS</b>		<b>FLAT TOP</b>	<b>BARRED GLASS</b>	
6040	<b>WHITE</b>			
6042	<b>NATURAL BROWN</b>			
6044	<b>GREEN</b>			
6046	<b>CLAY</b>			
6047	<b>GRAY</b>			
6048	<b>BLACK</b>			
6049	<b>TAN</b>			
<b>4X4 VINYL POSTS</b>		<b>SLOPED TOP</b>	<b>FANCY GLASS</b>	
6050	<b>WHITE</b>			
6052	<b>NATURAL BROWN</b>			
6054	<b>GREEN</b>			
6056	<b>CLAY</b>			
6057	<b>GRAY</b>			
6058	<b>BLACK</b>			
6059	<b>TAN</b>			
<b>4X4 VINYL POSTS</b>		<b>FLAT TOP</b>	<b>GLASS BALL</b>	
6080	<b>WHITE</b>			
6086	<b>CLAY</b>			
6089	<b>TAN</b>			
<b>4X4 VINYL POSTS</b>		<b>HIGH VOLTAGE 110 (NO BULB)</b>		
9040	<b>WHITE</b>	<b>FLAT TOP BARRED GLASS</b>		
9049	<b>TAN</b>	<b>FLAT TOP BARRED GLASS</b>		
9050	<b>WHITE</b>	<b>SLOPED TOP FANCY GLASS</b>		
9059	<b>TAN</b>	<b>SLOPED TOP FANCY GLASS</b>		
9080	<b>WHITE</b>	<b>FLAT TOP W/GLASS BALL</b>		

Customer Signature \_\_\_\_\_ Thank You

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

We look forward to serving you in the future....

PAGE: 1

CUSTOMER COPY

## WINDOW OPTIONS

### REMEMBER TO ADD

#### GLASS OPTIONS

\$48	DOUBLE PANE LOW E ARGON	PEAK
\$89	TRIPLE PANE (2) LOW E KRYPTON	SUPER PEAK

#### MUNTINS

\$34 per sash	MUNTINS	REGULAR ALUMINUM	COLONIAL
\$55 per sash	MUNTINS	CONTURED COLONIAL	
\$65 per sash		BRASS PENCIL GRIDS	

#### CIRCLE SASH (SPECIFY: STARBURST, SUNBURST, DOUBLE HUB)

\$164 EACH WINDOW WITH DOUBLE PANE  
\$197 EACH WINDOW WITH TRIPLE PANE

**JEWEL CUT MUNTINS**  
\$225 EACH WINDOW

**FROSTLINE CUT**  
\$265 EACH WINDOW

#### SPECIALTY GLASS

\$22 per sash	OBSCURE
\$42 per sash	TEMPERED

#### OPTIONS

\$25 UPGRADE TO FULL SCREEN  
\$5 ADDITIONAL LOCK

#### FINSH & TRIM

INTERIOR SILL	\$120
EXTERIOR SILL	\$120
INTERIOR CASING	\$120
INTERIOR CASING AND EXTENSION JAMBS	\$175
INTERIOR JAMBS, SILL, & CASING (NO STAINING OR PAINTING!!!!)	\$275

## WINDOW OPTIONS

### CHANGE OPENING SIZE

\$43	REMOVE WOOD MULLION (BETWEEN WINDOWS)
\$87	REMOVE METAL WINDOW
\$880	ENLARGE OPENING IN WOOD UP OR IN WIDTH
\$440	ENLARGE OPENING IN WOOD DOWN ONLY!
\$1300	ENLARGE OPENING IN BLOCK OR BRICK
\$2100	ENLARGE OPENING IN STONE
\$260	REDUCE OPENING (Includes sheeting exterior & insulate)
\$850	REDUCE OPENING COMPLETE FINISH (Drywall, jambs, casing)

### WINDOWS WITH FLANGES!!!!

\$83	TO REMOVE WINDOWS WITH SIDED OVER FLANGE ESPECIALY MOBLIE HOME WINDOWS
------	---

### ADDITIONAL CAPPING

\$80	CAP ADDITIONAL WINDOW OR DOOR
\$80	WIDE CAPPING OVER 8" WIDE
\$42	CROWN TOP CAPPING
\$53	ROUND TOP CAPPING (USUALLY IN BRICK)
\$45	FURR OUT BEFORE CAPPING

## BOWS & BAYS

STANDARD FOR BOW, BAY, & GARDEN WINDOWS ARE: BIRCH VENEER FRAME & SEAT, WIDE CASING, INSULATED SILL MUFFLER, FOLD IN HANDLES ON CASEMENT VENTS, TIE INTO SOFFIT OR CAP TOP OF WINDOW, STEEL CABLE SUPPORT SYSTEM.

### ROOFS

\$195	SHINGLED ROOF
\$295	ALUMINUM ROOF
\$1010	COPPER ROOF

### FRAME & JAMB

\$155	OAK FRAME AND SEAT
\$165	EXTENDED SILL DEPTH
\$60	<b>GARDEN WINDOW SHELF</b>
EXCOLITE OVER 40" ADD \$1.60 PER INCH	

## VINYL SIDING

TYPE	1 STORY	2 STORY	3 STORY	PARTIAL
ORACLE	\$395	\$422	\$444	\$900
CRAINBOARD	\$414	\$443	\$466	\$945
ALCOA LIBERTY	\$390	\$402	\$424	\$910
MASTIC	\$390	\$402	\$424	\$910
ALCOA BRENTWOOD	\$325	\$345	\$365	\$810

ALCOA AND MASTIC INCLUDE 3/8" FAN FOLD INSULATION BACKER

## CAPPING AND FURR-OUT

CAP PORCH BEAM OR STRAIGHT CAPPING	\$9 PER L.N. F.T.
CAP POST	\$13 PER L.N. F.T.
FURR-OUT AND CAP WINDOW OR DOOR	\$85 PER
FURR-OUT BLOCK OR BRICK TO SIDE	\$250 PER SQUARE
FURR-OUT CAPPING NOT INCLUDED	\$2 PER L.N. F.T.

## ACCESSORIES

SHUTTERS		\$90 PER PAIR
VENTS	OCTOGON	\$225
	SQUARE	\$145
	½ ROUND	\$275

## REDUCE SIZE OR SIDE OVER WINDOW (WHILE SIDING ONLY)

SIDE OVER (INCLUDES SHEET EXTERIOR AND INSULATE INTERIOR)	\$200 EACH
INSIDE WORK DRYWALL, FINISH, NO PAINT	\$500 EACH
REDUCE SIZE WINDOW OR DOOR = FRAME, SHEET, INSULATE	\$250 EACH
REDUCE SIZE WINDOW OR DOOR=EXTERIOR AND INTERIOR FINISH	\$700 EACH
REMOVE AND REINSTALL AWNINGS	\$50 EACH

## GUTTER & DOWN SPOUTS

SEAMLESS GUTTER WITH OTHER WORK	\$6 PER FOOT
SEAMLESS GUTTER WITH OUT OTHER WORK	\$7.50 PER FOOT
REMOVE EXISITING GUTTER	\$3 PER FOOT
REMOVE AND REINSTALL EXISTING GUTTER	\$6 PER FOOT

## FLOW FREE GUTTER GUARD

INSTALL ONLY WITH HIDDEN HANGERS 1 STORY	\$11 PER FOOT
INSTALL ONLY WITH HIDDEN HANGERS 2 STORY	\$12 PER FOOT
WITH HANGERS THAT ARE NAILED INTO ROOF	\$1.50 PER FOOT
DIFFICULT SET UP OR VERY STEEP ROOF ADD	\$2 PER FOOT

# COMMISSION SHEET

<b>DECKING</b>	<b>S.Q. F.T. LIST PRICE</b>	<b>11%</b>
	<b>S.Q. F.T. DISCOUNT</b>	<b>10%</b>
	<b>S.Q. F.T. LAST</b>	<b>7%</b>
<b>ALL</b>	<b>STEPS</b>	<b>8%</b>
<b>ALL</b>	<b>ADD ONS</b>	<b>5%</b>
<b>ALL RAILING ITEMS</b>		<b>9%</b>

# Ben Timko's 765-DECK

More than just decks!

## CUSTOMER INFORMATION

NAME: Elizabeth Ritz  
ADDRESS: 5913 Irish Town Rd  
CITY: Grampian STATE: Pa ZIP: 16838

PHONE: 583 7009  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

WORK to BE DONE  
AFTER June 9, 2007

## DESCRIPTION OF WORK AGREED UPON:

FURNISH AND INSTALL ALL MATERIALS TO BUILD A 20 X 14 DECK  
WITH GABLE ROOF TIED INTO EXISTING HOUSE ROOF. ALL SOFFIT AND  
QUARER TAILING TO HAVE BIG EYE VENT. DECK TO HAVE  
TAN COLOR FLOOR AND CAPPIng. RAILINGS TO HAVE SQUARE PICKETS  
ALL RAILINGS AND PICKETS TO BE WHITE IN COLOR. NO GATES.  
STEPS TO BE TAN. TRIM TO BE TAN. WITH WHITE RAILINGS.  
FACE BOARD'S ON LEFT AND RIGHT SIDES OF HOUSE TO BE LAPPED THAT  
OPEN UNDER DECK. NO SOFFIT.

ROOF SUPPORT POST TO BE SQUARE. WHITE COVERS ON POST?

SHINGLES TO MATCH EXISTING IF POSSIBLE.

5 YEAR WORKMANSHIP WARRANTY APPLIES.

LIFETIME WARRANTY ON ALL VINYL PRODUCTS.

ALL CLEAN UP AND HAULING DONE BY CONTRACTOR.

12000.00 TOTAL.

4000.00 AT START UP OF JOB.

8000.00 UPON COMPLETION.

Discount  
Pr-10

PACKAGE VALUE \$ 13200.00  
Contract Total 12000.00  
Deposit Total \_\_\_\_\_  
Balance Due \_\_\_\_\_

Parry A. Caldwell  
Salesperson Signature / Ext.

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.\*

Elizabeth Ritz 4-23-07  
Customer Signature / Date

Exhibit "B"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS

# 765-DECK, LLC.

P.O. Box 41

Clearfield Mall 1800 Daisy Street  
Clearfield, Pa 16830

Phone: 814-765-3325 Fax: 814-768-9602 Mobile: 814-592-9544  
[765deck@atlanticbb.net](mailto:765deck@atlanticbb.net) 765-DECK.com

## Jobs in question

YARUS

### Job Complete Totals from Price Book

			List 11%	Drop 10%	Last 7%
464 Sq. Ft. of Vinyl Deck New Construction	x\$28	\$12,992.00	\$11,600.00	\$10,672.00	
5 Steps	x\$125	\$625.00			
256 Sq. Ft. of Soffit	x\$6	\$1536.00			
256 Sq. Ft. Dark Brown Soffit	x\$1.50	\$384.00			
Soffit Gate	x\$350	\$350.00			
Move Water Line	1 x\$110	\$110.00			
Move Dryer Vent	1 x\$110	\$110.00			
Add Outlet	1 x\$125	\$125.00			
Lights	5 x\$75	\$375.00			
Transformer	1 x\$145	\$145.00			
Post Mounts for Lights	5 x\$45	\$225.00			
6x6 Posts Upgrade (not in book)	1 x\$200	\$200.00			
Railing Gate	1 x\$400	\$400.00			
Total Price		\$17,577.00	\$16,185.00	\$15,257.00	
Sold Job at		\$14,000.00			
Total Extra Discount		\$3,577.00	Extra Disc.	Extra Disc.	
			\$2,185.00	\$1,257.00	

RITZ

### Job Complete Totals from Price Book

			List 11%	Drop 10%	Last 7%
280 Sq. Ft. of Vinyl Deck New Construction	x\$32	\$8960.00	\$8120.00	\$7,560.00	
8 Steps	x\$125	\$1000.00			
Porch Columns for Roof Construction 5	x\$220	\$1100.00			
Additional Aluminum Capping 44 Ln. Ft.	x\$9	\$396.00			
Total Deck Construction pricing before Roof		\$11,456.00	\$10,616.00	\$10,056.00	

### Materials Only for Roof Construction

Trusses 9	1	\$460	\$460.00
5/8" Sheeting	12	\$9	\$108.00
1/2" Sheeting	5	\$8	\$40.00
Drip Edge	8	x\$4	\$32.00
Stormshield	1	x\$40	\$40.00
Felt Paper	2	x\$19	\$38.00
Shingles	4Sq.	x\$30	\$120.00
Beam Materials 2x8x16'	4	x\$14	\$56.00
Beam Materials 2x8x10'	4	x\$10	\$40.00
Tyvek Piece	1	x\$25	\$25.00
J-channel	5	x\$8	\$40.00

Exhibit "C"

Siding	9	x\$10	\$90.00
Aluminum for Beams	2	x\$84	\$168.00
Ceiling Soffit Vinyl	28	x\$11	\$288.00
J-channel	8	x\$8	\$64.00
H-Mullion	2	x\$14	\$28.00
Fasteners: Lags, Alum. Nails, Gun Nails Etc.		x\$45	\$45.00
Gutter Had to install new from main house out			\$528.00

Materials only for Roof Construciton	\$2210.00
Job was 23 Miles from Shop	\$110.00
Roof Took 4 Men 3 Days to Build	\$3300.00
Profit Overhead Admin. Costs	\$500.00

Total Roof Cost without commissions \$6,120.00

Total Job List Price	\$17,576.00	\$16,736.00	\$16,176.00
Job Sold at	\$12,000.00	\$12,000.00	\$12,000.00
Extra Disc.		Extra Disc.	Extra Disc.
Total Discount	<u>\$5,576.00</u>	<u>\$4,736.00</u>	<u>\$4,176.00</u>

# Ben Timko's 765-DECK

More than just decks!

## CUSTOMER INFORMATION

NAME: George and Sue Yarus ?  
 ADDRESS: 1404 T.L.  
 CITY: DUBOIS STATE: PA ZIP: 15801

PHONE: 372-2424

DAY PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

(626-07)

## DESCRIPTION OF WORK AGREED UPON:

FURNISH AND INSTALL ALL MATERIALS AND LABOR TO BUILD DECK.  
 DECK COLOR TO BE TAN. SUPPORT POST TO BE 6X6. STRUCTURE  
 TO BE BUILT USING TREATED LUMBER WITH VINYL DECK BOARDS.  
 ALL CAPPING TO BE TAN IN COLOR. RAILING ON DECK AND STAIRS  
 TO HAVE TAN RAILS WITH WHITE SQUARE PICKETS. 3 LIGHTS  
 MODEL 6050 TAN IN COLOR. STAIRWAY TO GO ONTO GROUND. 48" STEPS  
 WITH RAILINGS. SOFFIT TO ENCLOSE DECK AND STAIRS. TAN IN  
 COLOR. ACCESS DOOR TO BE ABLE TO USE UNDER DECK FOR STORAGE  
 TO BE INSTALLED. HOUSE ENTRY DOOR TO GET BOTTOM BOARD ON  
 THRESHOLD CAPPED WITH ALUMINUM MUSTARD BROWN IN COLOR.  
 ALL LOW VOLTAGE WIRE TO BE INSTALLED THRU RAILINGS.  
 By Contractor.

ALL MATERIALS TO BE CLEARED UP AND MAULED AWAY BY CONTRACTOR  
 5 YEAR WORKMANSHIP WARRANTY APPLIES.

LIFE TIME WARRANTY ON ALL VINYL PRODUCTS BY MANUFACTURER.

16' x 16'  
 DECK SIZE: 444 SQ.FT. 34' x 8'  
 16' x 16' x 8' LIGHTS.

Randy W. Caldwell  
 Salesperson Signature / Ext.

PACKAGE VALUE \$	<u>16965.00</u>
Contract Total	<u>14000.00</u>
Deposit Total	<u>5000.00</u>
Balance Due	<u>9000.00</u>

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT. \*

Jeffrey Price  
 Customer Signature / Date

Exhibit "D"

Desiree York  
 Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF CONSTRUCTION OF JOB TO INSTALLER.

FILED

JUN 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
No 91 (GP)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
Type of Pleading: Answer to New Matter  
and Counterclaim  
Filed on behalf of: Randy W.  
Caldwell, Plaintiff  
Counsel of Record for this party:  
DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519  
LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998  
100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801  
(814) 375-0300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
: :  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
: :

**ANSWER TO NEW MATTER AND COUNTERCLAIM**

AND NOW, comes Randy W. Caldwell, by and through his attorneys, Hopkins, Heltzel LLP, and answers the New Matter and Counterclaim of Defendants as follows:

**ANSWER TO NEW MATTER**

13. Admitted.
14. Denied. Plaintiff was employed by both Defendant Benjamin J. Timko (hereinafter "Timko") and 765-Deck LLC.
15. Admitted.
16. Denied. Plaintiff utilized a price book supplied by Defendants. However, in the ordinary course of events, Plaintiff would contact Timko prior to quoting jobs and entering into binding contracts on behalf of Defendants.
17. Admitted in part and denied in part. The contractual arrangement between Plaintiff and Defendants evolved to Defendants paying Plaintiff ten (10%) percent of the total cost of each job Plaintiff secured for Defendants. All other allegations set forth therein are denied.

18. Denied. The contractual arrangement between Plaintiff and Defendants evolved to Defendants paying Plaintiff ten (10%) percent of the total cost of each job Plaintiff secured for Defendants.

19. No answer is required of this paragraph. The price book speaks for itself.

20. No answer is required of this paragraph. The price book speaks for itself.

21. No answer is required of this paragraph. The price book speaks for itself.

22. Denied. Plaintiff often contacted Defendants directly to obtain a quote for the price of a job notwithstanding the price book.

23. Admitted.

24. Admitted.

25. Admitted.

26. Admitted.

27. Neither admitted nor denied. Plaintiff is without knowledge to admit or deny the allegations set forth in paragraph 27. By way of further answer, roof jobs are not in the price book.

28. Denied. Plaintiff telephoned Timko from the Ritz's home to obtain a quote directly from Timko.

29. Denied. Plaintiff telephoned Timko from the Ritz's home to obtain a quote directly from the Defendants.

30. Denied. Plaintiff telephoned Timko from the Ritz's home to obtain a quote directly from the Defendants.

31. Admitted in part and denied in part. Plaintiff admits he bound Defendants to the contract that was signed. All other allegations are denied.

32. Denied. Defendants agree to the contract and authorized Plaintiff to enter into the Ritz contract.

33. Admitted.

34. Denied. Plaintiff contacted Timko and Timko authorized Plaintiff to execute the Yarus contract.

35. Neither admitted nor denied. Plaintiff contacted Timko who authorized Plaintiff to enter into the Yarus contract.

36. Neither admitted nor denied. Plaintiff contacted Timko who authorized Plaintiff to enter into the Yarus contract.

37. Admitted in part and denied in part. Plaintiff admits that by entering into a contract with Yarus, Defendants were bound to the contract price. All other allegations are denied.

38. Denied. Plaintiffs contacted Timko who authorized Plaintiff to enter into the Yarus contract.

39. Denied. Defendants tendered a partial payment of \$500.00 to Plaintiff and has received credit for said payment.

WHEREFORE, Defendants 765 Deck LLC and Benjamin J. Timko's New Matter should be dismissed with prejudice.

#### **ANSWER TO COUNTER CLAIM**

40. Plaintiff repeats each of its answers to New Matter as if set forth at length herein.

41. Denied. Plaintiff telephoned Timko from the Ritz's home and Defendants authorized Plaintiff to enter into the Ritz contract.

42. Denied. Defendant owes Plaintiff \$1,200.00 on the Ritz project.

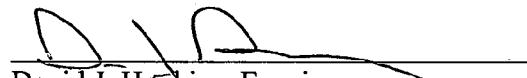
43. Denied. Plaintiff telephoned Timko from the Yarus' home and Defendants authorized Plaintiff to enter into the Yarus contract.

44. Denied. Defendants owes Plaintiff \$1,360.00 for the Yarus job.

WHEREFORE, Plaintiff/Defendant on the Counterclaim respectfully requests the Counterclaim of 765 Deck, LLC and Benjamin J. Timko be dismissed with prejudice.

Respectfully submitted,

HOPKINS HELTZEL, LLP



\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter and Counterclaim, filed on behalf of Randy W. Caldwell, was forwarded by first class mail, postage prepaid, on the 10<sup>th</sup> day of June 2008, to all counsel of record, addressed as follows:

James A. Naddeo, Esquire  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830

  
\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff

WA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

---

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

---

DATE PRESENTED 6-20-08

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
2008-733 CD	( ) Jury ( ) Non-Jury (x) Arbitration	2 days/hours
Date Complaint Filed: May 12, 2008		

---

PLAINTIFF(S)

RANDY W. CALDWELL ( ) Check block if a Minor  
DEFENDANT(S) is a Party to the Case

BENJAMIN J. TIMKO and  
765-DECK LLC ( )  
ADDITIONAL DEFENDANT(S)

FILED  
06/27/2008 NO  
SUN 27 2008 CC

William A. Shaw  
Prothonotary/Clerk of Courts

Atty Hopkins  
pd. \$20.00

JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

N/A N/A  
AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than  
& ( ) yes (x) no  
\$2,189.15

N/A

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

  
David J. Hopkins, Esquire

---

FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

James A. Naddeo, Esquire

(814) 765-1601

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL

vs.

BENJAMIN J. TIMKO and  
765-DECK LLC

733

No. 08-773-CD

**ORDER**

NOW, this 13<sup>th</sup> day of August, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, September 25, 2008 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Gary Knaresboro, Esquire, Chairman

Theron G. Noble, Esquire

Eric Cummings, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:



FREDRIC J. AMMERMAN  
President Judge

FILED  
08:45 AM  
AUG 14 2008  
cc CIA

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

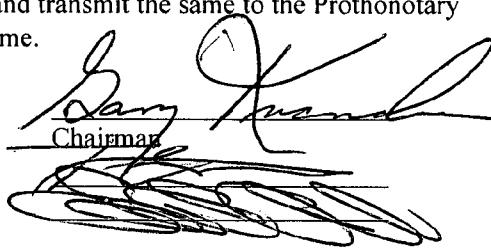
Randy W. Caldwell  
vs.  
765 Deck LLC and Ben Timko

No. 2008-00733-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 25th day of September, 2008., we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

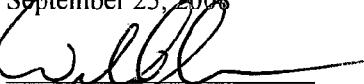
Gary Knaresboro, Esq.



Gary Knaresboro  
Chairman

Theron G. Noble, Esq.  
Eric Cummings, Esq.

Sworn to and subscribed before me this  
September 25, 2008

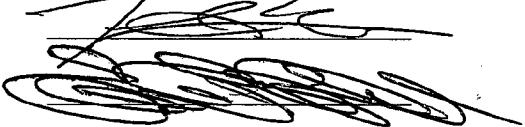


Prothonotary

**AWARD OF ARBITRATORS**

Now, this 25<sup>th</sup> day of Sept, 08, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Award in favor of the Plaintiff in the amount of \$2,060 plus costs and legal interest. Award in favor of the Plaintiff and against the Defendant on the Defendant's Counterclaim.* Gary Knaresboro Chairman



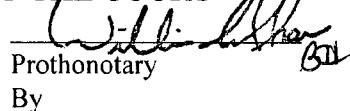
Gary Knaresboro

(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 25<sup>th</sup> day of September, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**



Prothonotary  
By \_\_\_\_\_

**FILED**

01/24/08  
SEP 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
Notice to Arthur Hopkins  
and Nadeed 9/25/08.

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Randy W. Caldwell

Vs.

: No. 2008-00733-CD

765 Deck LLC and Ben Timko

NOTICE OF AWARD

TO: David J. Hopkins, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 25, 2008, and have awarded:

Award in favor of the Plaintiff in the amount of \$2,060 plus costs and legal interest.  
Award in favor of the Plaintiff and against the Defendant on the Defendant's counterclaim.



\_\_\_\_\_  
William A. Shaw, Prothonotary

September 25, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 25, 2008, at 12:50 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:  
\$825.00.

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Randy W. Caldwell

Vs.

: No. 2008-00733-CD

765 Deck LLC and Ben Timko

NOTICE OF AWARD

TO: James A. Naddeo, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 25, 2008, and have awarded:

Award in favor of the Plaintiff in the amount of \$2,060 plus costs and legal interest.  
Award in favor of the Plaintiff and against the Defendant on the Defendant's counterclaim.



\_\_\_\_\_  
William A. Shaw, Prothonotary

September 25, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 25, 2008, at 12:50 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:  
\$825.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL,

Plaintiff

vs.

No. 08-733-C.D.

BENJAMIN J. TIMKO and  
765-DECK LLC,

Defendants

Type of Pleading: Praeclipe to Discontinue

Filed on behalf of: Randy W.  
Caldwell, Plaintiff

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED**  
OCT 28 2008

S  
William A. Shaw  
Prothonotary/Clerk of Courts

2cc + 2 cert  
of Disc.

TO AITY  
(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

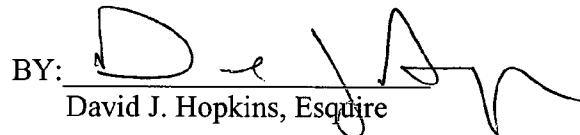
RANDY W. CALDWELL, :  
Plaintiff :  
vs. : No. 08-733-C.D.  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
:

**PRAECIPE TO DISCONTINUE**

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.

HOPKINS HELTZEL LLP

BY:   
David J. Hopkins, Esquire

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**CIVIL DIVISION**

**COPY**

**Randy W. Caldwell**

**Vs.**  
**765 Deck LLC**  
**Ben Timko**

**No. 2008-00733-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 28, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$95.00 paid by James A. Naddeo, Esquire; and \$20.00, paid by David J. Hopkins, Esquire have been paid in full.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of October A.D. 2008.



\_\_\_\_\_  
William A. Shaw, Prothonotary

Av 10  
9:00 AM  
9/25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,  
Plaintiff,

v.

BENJAMIN J. TIMKO and  
765-DECK, LLC,  
Defendants.

\* No. 08-733-CD

\* Type of Pleading:

\* **PRE-TRIAL STATEMENT**

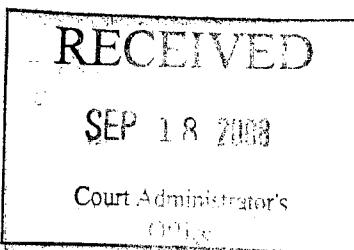
\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820  
\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: September 18, 2008



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,

Plaintiff,

v.

\*

\*

\*

\*

\*

No. 08-733-CD

BENJAMIN J. TIMKO and  
765-DECK, LLC,

Defendants.

\*

\*

\*

Pre-Trial Statement

NOW COME the Defendants, Benjamin J. Timko and 765-Deck, LLC, and by their attorney, Trudy G. Lumadue, Esquire, file the following Pre-Trial Statement:

I. STATEMENT OF FACTS

Plaintiff seeks commissions he alleges he is due from Defendant, his former employer, on two jobs (the Yaris job and the Ritz job) in the amount of \$2,060.00. Plaintiff was employed upon a verbal agreement that Plaintiff's salary was to be 10% commission of all projects sold.

Plaintiff's authority for job pricing was defined by a price book. Plaintiff had no authority to price a job outside the price book which was in place at Defendant Company. Plaintiff sold the Ritz job at a price which is \$4,176.00 less than the lowest price permitted by the price book and sold the Yaris job at a price which is \$1,257.00 less than the lowest price permitted by the price book. Plaintiff was not paid a

commission on the Yaris and Ritz jobs because Plaintiff exceeded the scope of his authority when he agreed to the pricing of each of these jobs on behalf of Defendant Company.

Defendant seeks \$5,433.00 the amount which Plaintiff caused Defendant Company to lose by breach of his authority in pricing and contracting jobs at a price not authorized by Defendant.

## II. LEGAL ISSUES

Breach of Employment Agreement/Contract

Scope of Authority of Agent

## III. WITNESSES

Benjamin Timko, Defendant, P.O. Box 41, Clearfield, PA 16830

Mary Milliron, 841 Friendly Acres Road, Curwensville, PA 16833

Michael P. Marrara, 36 Piney Lane, Rockton, PA 15856

All witnesses listed in Plaintiff's Arbitration Statement

Defendant reserves the right to supplement and/or amend this list of witnesses at any time prior to arbitration upon notice to Plaintiff.

## IV. EXHIBITS

A. Detail Statement of Defendant for Yaris and Ritz job pricing.

B. Photographs of Yaris and Ritz projects (3)

- C. Ritz "Customer Information" quote/contract with Defendant, including job details
- D. Handwritten notes of Plaintiff regarding Ritz
- E. Construction Permit Ritz project
- F. Yaris "Customer Information" quote/contract with Defendant, including job details
- G. Commissions Check List (Yaris)
- H. Handwritten notes of Plaintiff regarding Yaris
- I. Job Work Order (Yaris)
- J. Deck Work Order Sheet (Yaris)
- K. Stairs Work Order Sheet (Yaris)
- L. Ritz Job Order Sheet
- M. Lezzer Credit Memo (\$111.87)
- N. Lezzer Manufacturing Approval Sheet
- O. Order to Lezzer (Ritz)
- P. Lezzer Charge Sale Trans. Date 9/26/07
- Q. Price Book
- R. Lezzer Charge Sale (\$880.48)
- S. Lezzer Charge Sale (\$878.32)
- T. Randy W. Caldwell W-2 2007 (\$5,600)
- U. Randy W. Caldwell W-2 2007 (\$800)
- V. Payroll Summary, Randy W. Caldwell
- W. Employee Paystub (07/05/07)
- X. 1099 Misc-Asphalt Doctor
- Y. Expenses by Vendor Detail

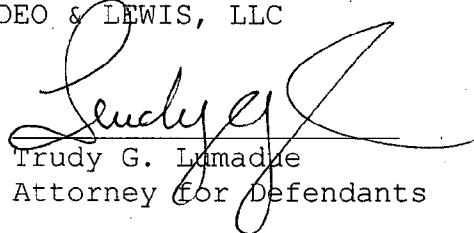
- Z. List of Jobs Sold by Randy Caldwell
- AA. Breon Contract
- BB. Rigante Contract
- CC. Peterson Contract
- DD. Egger Contract
- EE. O'Donnell Contract
- FF. Pilatsky Contract
- GG. Smith Contract
- HH. Wood Contract
- II. Schpack Contract
- JJ. Maney Contract
- KK. Klinkensmith Contract
- LL. Peters Contract

Defendant reserves the right to supplement and/or amend this exhibit list at any time prior to arbitration with notice to Plaintiff.

Respectfully submitted,

NADDEO & LEWIS, LLC

By:

  
Trudy G. Lumadue  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY W. CALDWELL,

Plaintiff,

v.

No. 08-733-CD

BENJAMIN J. TIMKO and  
765-DECK, LLC,

Defendants.

CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that a true and correct copy of Pre-Trial Statement was served on the following and in the following manner on the 18th day of September, 2008:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire  
Attorney at Law  
100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 E. Pine Street  
Clearfield, PA 16830

Gary Knaresboro, Esquire  
33 Beaver Drive  
DuBois, PA 15801

Eric E. Cummings, Esquire  
110 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: Trudy G. Lumadue AEB  
Trudy G. Lumadue  
Attorney for Defendants

# 765-DECK, LLC.

P.O. Box 41  
 Clearfield Mall 1800 Daisy Street  
 Clearfield, Pa 16830  
**Phone: 814-765-3325 Fax: 814-768-9602 Mobile: 814-592-9544**  
765deck@atlanticbb.net 765-DECK.com

## Jobs in question

### YARUS

#### Job Complete Totals from Price Book

			List 11%	Drop 10%	Last 7%
464 Sq. Ft. of Vinyl Deck New Construction		x\$28	\$12,992.00	\$11,600.00	\$10,672.00
5 Steps		x\$125	\$625.00		
256 Sq. Ft. of Soffit		x\$6	\$1536.00		
256 Sq. Ft. Dark Brown Soffit		x\$1.50	\$384.00		
Soffit Gate		x\$350	\$350.00		
Move Water Line	1	x\$110	\$110.00		
Move Dryer Vent	1	x\$110	\$110.00		
Add Outlet	1	x\$125	\$125.00		
Lights	5	x\$75	\$375.00		
Transformer	1	x\$145	\$145.00		
Post Mounts for Lights	5	x\$45	\$225.00		
6x6 Posts Upgrade (not in book)	1	x\$200	\$200.00		
Railing Gate	1	x\$400	\$400.00		
			<hr/>	<hr/>	<hr/>
		Total Price	\$17,577.00	\$16,185.00	\$15,257.00
		Sold Job at	\$14,000.00		
			<hr/>	<hr/>	<hr/>
		Total Extra Discount	\$3,577.00	\$2,185.00	\$1,257.00

### RITZ

#### Job Complete Totals from Price Book

			List 11%	Drop 10%	Last 7%
280 Sq. Ft. of Vinyl Deck New Construction		x\$32	\$8960.00	\$8120.00	\$7,560.00
8 Steps		x\$125	\$1000.00		
Porch Columns for Roof Construction 5		x\$220	\$1100.00		
Additional Aluminum Capping 44 Ln. Ft.		x\$9	\$396.00		
			<hr/>	<hr/>	<hr/>
		Total Deck Construction pricing before Roof	\$11,456.00	\$10,616.00	\$10,056.00

#### Materials Only for Roof Construction

Trusses 9	1	\$460	\$460.00
5/8" Sheeting	12	\$9	\$108.00
1/2" Sheeting	5	\$8	\$40.00
Drip Edge	8	x\$4	\$32.00
Stormshield	1	x\$40	\$40.00
Felt Paper	2	x\$19	\$38.00
Shingles	45 Sq.	x\$30	\$120.00
Beam Materials 2x8x16'	4	x\$14	\$56.00
Beam Materials 2x8x10'	4	x\$10	\$40.00
Tyvek Piece	1	x\$25	\$25.00
J-channel	5	x\$8	\$40.00

Exhibit "A"

Siding	9	x\$10	\$90.00
Aluminum for Beams	2	x\$84	\$168.00
Ceiling Soffit      Vinyl	28	x\$11	\$288.00
J-channel	8	x\$8	\$64.00
H-Mullion	2	x\$14	\$28.00
Fasteners: Lags, Alum. Nails, Gun Nails Etc.		x\$45	\$45.00
Gutter Had to install new from main house out			\$528.00

Materials only for Roof Construciton	\$2210.00
Job was 23 Miles from Shop	\$110.00
Roof Took 4 Men 3 Days to Build	\$3300.00
Profit Overhead Admin. Costs	\$500.00

Total Roof Cost without commissions \$6,120.00

Total Job List Price	\$17,576.00	\$16,736.00	\$16,176.00
Job Sold at	\$12,000.00	\$12,000.00	\$12,000.00
		Extra Disc.	Extra Disc.
<b>Total Discount</b>	<b>\$5,576.00</b>	<b>\$4,736.00</b>	<b>\$4,176.00</b>

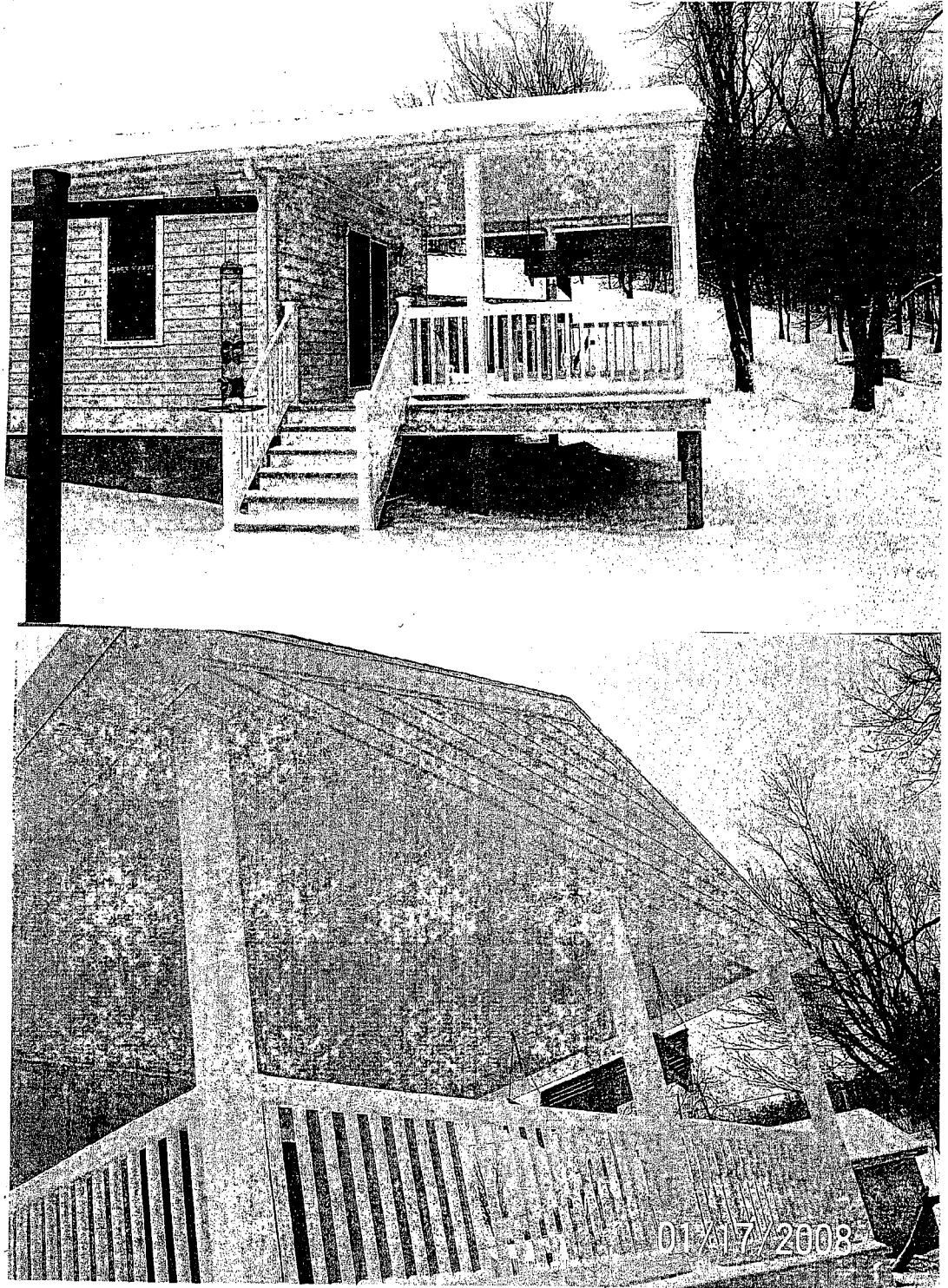
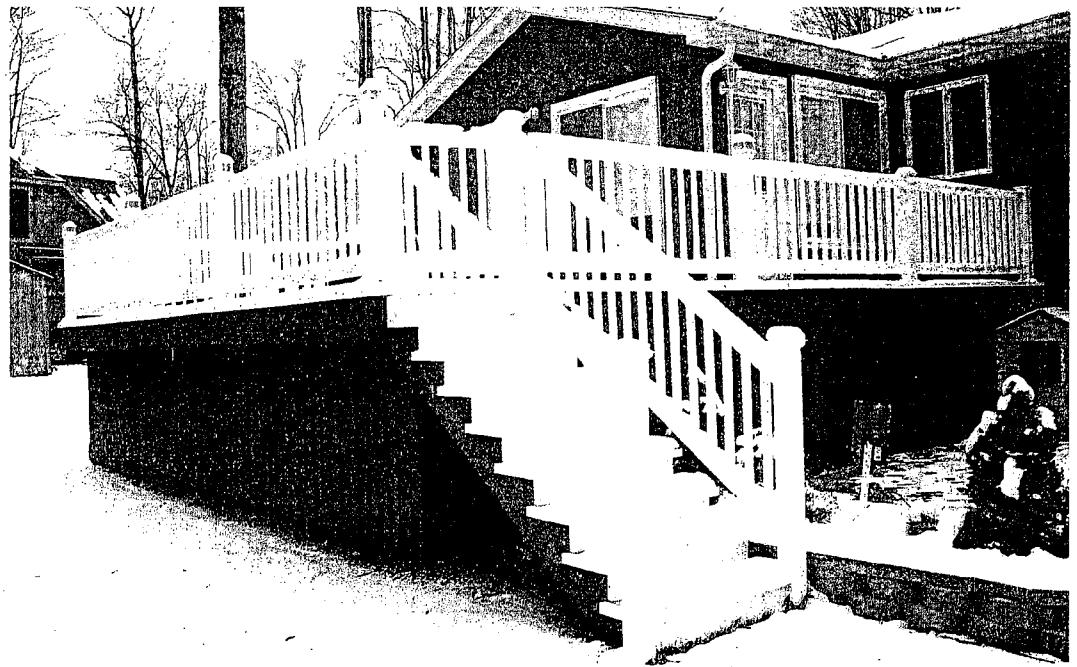


Exhibit "B"



# Ben Timko's 765-DECK

More than just decks!

PRO-FORM CLEARFIELD PA 16830 SHOWROOM LOCATION AT CLEARFIELD MALL

## CUSTOMER INFORMATION

NAME: Elizabeth Ritz  
ADDRESS: 5913 Irish Town Rd  
CITY: GRAMPION STATE: PA ZIP: 16838

PHONE: 583 7009  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

WORK to Be Done

AFTER June 9, 2007

FURNISH AND INSTALL ALL MATERIALS TO BUILD A 20 X 14 DECK WITH GABLE ROOF TIED INTO EXISTING HOUSE ROOF. ALL SOFFIT AND GUTTER INCLUDED AND TO HAVE RIDGE VENT. DECK TO HAVE TAN COLOR FLOOR AND CAPPING. RAILINGS TO HAVE SQUARE PICKETS. ALL RAILINGS AND PICKETS TO BE UNPAINTED IN COLOR. NO GATES. STEPS TO BE TAN. TRIM TO BE TAN. WITH WHITE RAILINGS. FACE BOARDS ON LEFT AND RIGHT SIDES OF HOUSE TO BE PAINTED TAN. OPEN UNDER DECK NO SOFFIT.

ROOF SUPPORT POST TO BE SQUARE. WHITE COVERS ON POST.

STRINGS TO MATCH EXISTING IF POSSIBLE.

5 YEAR WORKMANSHIP WARRANTY APPLIES.

LIFETIME WARRANTY ON ALL VINYL PRODUCTS.

ALL CLEAN UP AND HAULING DONE BY CONTRACTOR.

\$12000.00 TOTAL

4000.00 AT START UP OF JOB

8000.00 UPON COMPLETION.

PACKAGE VALUE \$ 13200.00

Contract Total 12000.00

Deposit Total \_\_\_\_\_

Balance Due \_\_\_\_\_

Discount  
Price

Elizabeth Ritz  
Salesperson Signature / Ext.

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.

Elizabeth Ritz 4-23-07  
Customer Signature / Date

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS.

Exhibit "C"

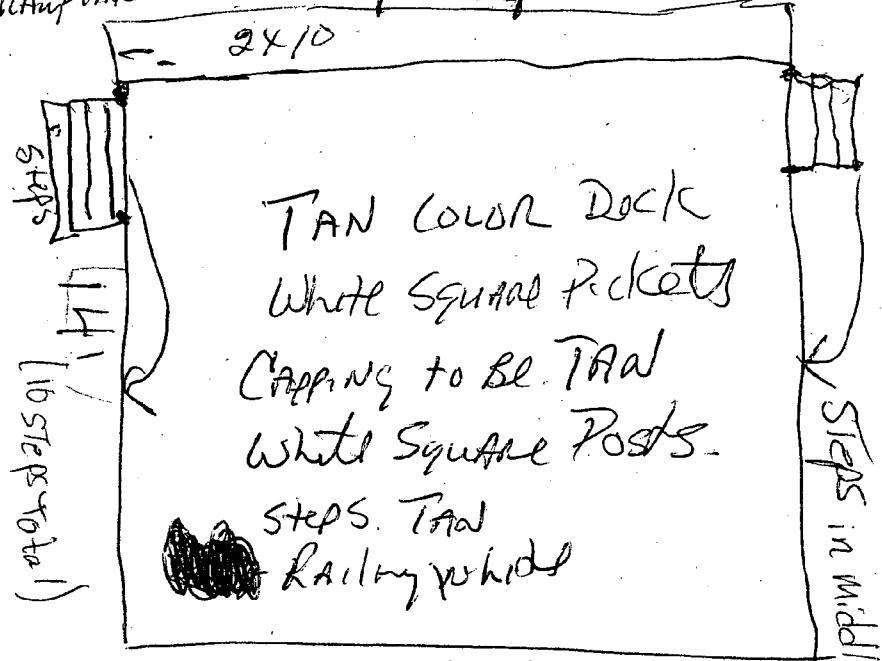
533  
7009

<sup>TEAM</sup>  
Pennsyl<sup>van</sup>ia  
CareerLink

Tom Rit 2      Clearfield

5913 Rafterswood  
GRANADA

3 1/2" Bottom Door  
To 2x10



8/2008.dwg

Roof over entire dock 20' Gable Extended  
3' Top of 2x10 to ground level  
8' Top of 3x10 to gable corner

NOT lights 38" Gutter

765-8118 • Toll Free 1-866-WIB-WORK

1125 Linden Street, Clearfield, PA 16830

Employer Services

Job Seeker Services

Exhibit "D"

# Guardian Inspection Services, Inc.

**BLOOM** **CONSTRUCTION PERMIT**

**Municipality**

TAX I.D #

Lot

Work Site Location: 5913 IRISHTOWN RD.

Contractor: 765 DECK

Owner in Fee: GRAMPIAN, PA 16838

Address: P.O. BOX 41

Address: THOMAS & ELIZABETH RITZ

Address: CLEARFIELD, PA 16830

Address: SAME

Tel. ( 814 ) 765-3325

Fed. Emp. No.

## PAYMENTS (Office Use Only)

Building: \$ 170.00

Electrical: \$

Plumbing: \$

Fire Protection: \$

Mechanical: \$

Other: \$

Cert. Of Occupancy: \$

State Fee: \$ 4.00

Total: \$ 174.00

Check No.: 7433

Cash

Collected By: SJH

Permit # BLB 5-07  
 Permit Issued Date: 18-Sep-07  
 Permit Update Date:

Tel. ( 814 ) 583-7009

**Is hereby granted permission to perform the following work:**

BUILDING  PLUMBING  LEAD HAZARD ABATEMENT  
 ELECTRICAL  FIRE PROTECTION  ASBESTOS ABATEMENT  
 DEMOLITION  MECHANICAL  OTHER

DESCRIPTION OF WORK: DECK W/ROOF

Estimated Cost of Work: \$ 12,000.00

Building Code Official

Date: September 18, 2007

*Exhibit*

*EE*

# Ben Timko's **765-DECK**

More than just decks!

## **CUSTOMER INFORMATION**

NAME: GEORGE AND SUE YARUS  
ADDRESS: 1404 T.L.  
CITY: DUBOIS STATE: P ZIP: 15801

PHONE: 372-2424

**DAY PHONE:**

E-MAIL:

626-07

**DESCRIPTION OF WORK AGREED UPON:**

FURNISH AND INSTALL ALL MATERIALS AND LABOR TO BUILD DECK.  
DECK COLOR TO BE TAN. SUPPORT POST TO BE 6X6, STRUCTURE  
TO BE BUILT USING TREATED LUMBER WITH VINYL DECK BOARDS.  
ALL CAPPING TO BE TAN IN COLOR. RAILING ON DECK AND STAIRS  
TO HAVE TAN RAILS WITH WHITE SQUARE PICKETS. 3 LIGHTS  
MODEL 6050 TAN IN COLOR. STAIRWAY TO GO INTO GROUND. 48" STEPS  
WITH RAILINGS. SOFFIT TO ENCLOSE DECK AND STAIRS. TAN IN  
COLOR. ACCESS DOOR TO BE ABLE TO USE UNDER DECK FOR STORAGE  
TO BE INSTALLED. HOUSE ENTRY DOOR TO GET BOTTOM BOARD ON  
THRESHOLD CAPPED WITH ALUMINUM/STEEL BROWN IN COLOR.  
ALL LOW VOLTAGE WIRE TO BE INSTALLED THRU RAILINGS.  
By Contractor

ALL MATERIALS TO BE CLEARED UP AND TRASHED AWAY BY CONTRACTOR  
5 YEAR WORKMANSHIP WARRANTY APPLIES

LIFETIME WARRANTY ON ALL VINYL PRODUCTS BY MANUFACTURER.

16' 16'  
10' 8'  
4445 FT. 34'  
LIGHTS.

PACKAGE VALUE \$ 16965.00  
Contract Total 14000.00  
Deposit Total 5000.00  
Balance Due 9000.00

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT. \*

ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT. \*

ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.

Customer Signature / Date

Exhibit "F"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
RECEIVED: *John Timko* DATED: *10/10/2013* NOTES TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLED BY

765-DECK, LLC.  
COMMISSIONS CHECK LIST

CHECKLIST

- \_\_\_\_\_ ORIGINAL AND COPY OF SIGNED AND DETAILED CONTRACT
- \_\_\_\_\_ COPY OF CHECK STAPLED TO JOB PAPERWORK
- \_\_\_\_\_ WORK PHONE NUMBER HOME PHONE NUMBER, BEST TIME TO CALL
- \_\_\_\_\_ LIST PRICE ON CONTRACT
- \_\_\_\_\_ SALESMAN NAME AND PHONE NUMBER ON CONTRACT
- \_\_\_\_\_ DETAILED DIRECTIONS FROM SHOP
- \_\_\_\_\_ DETAILS AND PHOTOS FOR SPECIAL ITEMS
- \_\_\_\_\_ DEPOSIT, CHECK NUMBER WRITTEN ON CONTRACT
- \_\_\_\_\_ DECK, RAILING, FENCE LAYOUT DRAWINGS
- \_\_\_\_\_ ALL COLOR SPECIFICATIONS: DECKING, RAILING, TRIM, WINDOWS, ETC.
- \_\_\_\_\_ ALL PICKET SPECIFICATIONS
- \_\_\_\_\_ ANY SPECIFIC DATE FOR INSTALLATION SPECIFICATIONS

SALESMAN: Randy Caldwell JOB NAME: George-Sue Yarus

DATE: 6-25-07 JOB NUMBER: \_\_\_\_\_

Access under Deck. 200.00 10% 20.00

Deck Reface Sq. Ft. \_\_\_\_\_ x \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ % \_\_\_\_\_ = Comm. \$ \_\_\_\_\_

New Deck Sq. Ft. 444 x \$ .30 Total \$ 13320 % 10 = Comm. \$ 13320

Reface Stairs No. Of. \_\_\_\_\_ x \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ % 8 = Comm. \$ \_\_\_\_\_

48" New Stairs No. Of. 6 x \$ 125 Total \$ 750 % 8 = Comm. \$ 60

~~TAN COLOR~~ Add Ons 5 LIGHTS AND TRANSFORMER. Total \$ 795 % 5 = Comm. \$ 39.75

Railing SOFFIT-UNDER DECK <sup>with post</sup> (6FT. Total \$ 400 % 9 = Comm. \$ 36

NOT 4x4 COUNTS 16 BENCH — Total \$ 500 % 10 = Comm. \$ 50

6x6 Post Windows List Price \$ \_\_\_\_\_ Discount Total \$ \_\_\_\_\_ % \_\_\_\_\_ = Comm. \$ \_\_\_\_\_

DH 300 Windows Total \$ \_\_\_\_\_ % 5 = Comm. \$ \_\_\_\_\_

Add Ons List Price \$ \_\_\_\_\_ Discount Total \$ \_\_\_\_\_ % \_\_\_\_\_ = Comm. \$ \_\_\_\_\_

Fence Ln. Ft. \_\_\_\_\_ x \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ % \_\_\_\_\_ = Comm. \$ \_\_\_\_\_

Fence Add Ons Total \$ \_\_\_\_\_ % \_\_\_\_\_ = Comm. \$ \_\_\_\_\_

Gutter Guard Ln. Ft. \_\_\_\_\_ x \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ % \_\_\_\_\_ = Comm. \$ \_\_\_\_\_

MILEAGE 46 mi — 20 miles — 20 visits — \$9.30

Total Contract List Price \$ 16165 Sold For \$ \_\_\_\_\_ % \_\_\_\_\_

Total Commission Due \$ \_\_\_\_\_

Exhibit "G"

Deck Color TAN

$$24 \times 16 = 384$$

56" high off ground.

6x6 Post -

Railing 5.

16' Bench

5 Lights - Transformer

48" Steps -

5' offset under deck.

Door for storage -

? Pickets - Square White

? Railing Color - possible. TAN

Customer will run electric to outside wall  
Deck to go around gutter downspout.

Bench - \$500

16' long

12" wide.

Cap door threshold ~~white~~ BROWN

$$24 \times 16 = 384$$

Offset.

16

24

26

66 ft.

$$6 \times 10 = 60$$

$$\begin{array}{r} 444 \text{ sq ft.} \\ \times 30 \\ \hline 13320 \end{array}$$

TRANSFORMER \$145<sup>00</sup>

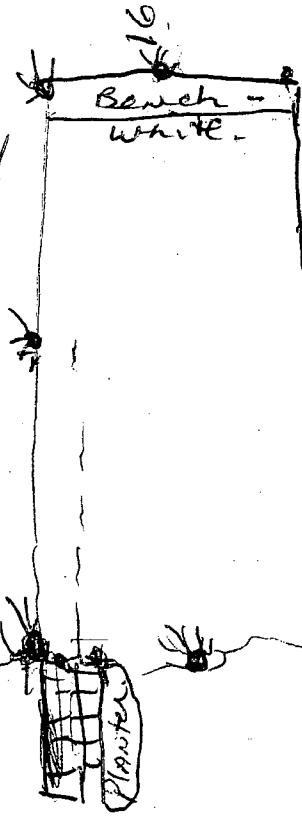
5 lights 425

6 steps -

Exhibit "H"

Bench - white.  
Deck to fit under deck.

10'



6'

16'

16'

16'

16'

16'

16'

16'

16'

16'

16'

16'

16'

16'

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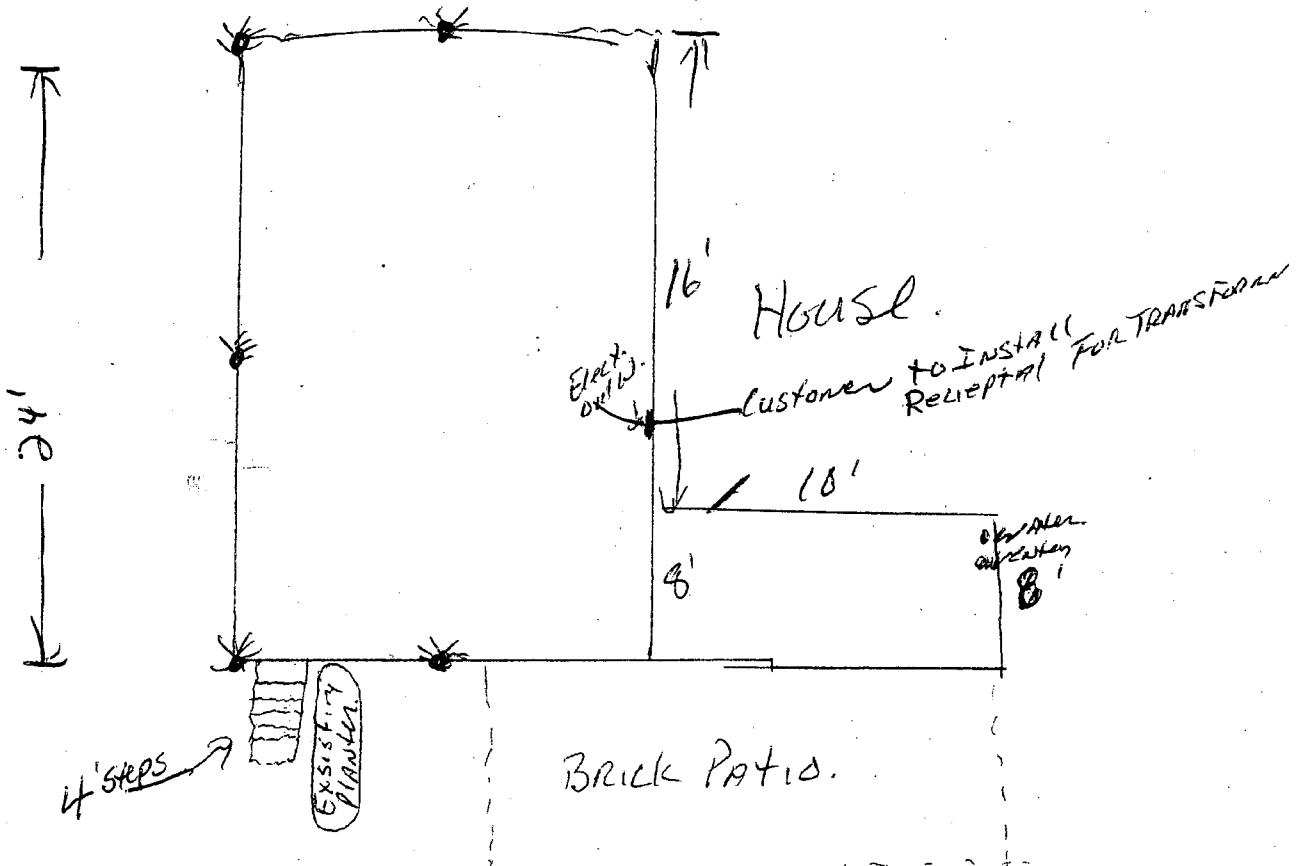
16'

765-DECK  
JOB WORK ORDER  
DRAWING SHEET

CLIENT NAME: George Yarins JOB #: \_\_\_\_\_  
DATE: 6/25/07 MATERIAL ORDERED BY: \_\_\_\_\_

NEW CONST. DECK DECK REFACE RAILING ON CONCRETE RAILING

SHOW DECKING DIRECTION  
RAILING POSTS  
LOCATION OF DECK TO HOUSE  
STAIR LOCATION



The diagram illustrates various outdoor electrical and utility connection points. It includes symbols for a lighted post top, electrical outlet, water spicket, cantilever, specialty railing, dryer vent, and hot tub disconnect.

Exhibit "I"

*George*

*Yarus*

*T.L.*

Ben Timko's 765-DECK

## DECK WORK ORDER SHEET

*R. J. Timko*  
JOB DESCRIPTION: (CIRCLE ONE)

NEW DECK \* DECK REFACE\* RAILING ON CONCRETE \* RAILING

NEW DECK TEAR OFF OLD  
 X NEW DECK CONSTRUCTION  
 REFACE GO OVER EXISTING DECKING  
 RAILING ON CONCRETE WITH COLUMNS  
 REFACE TEAR OFF DECKING & RAILING

CLAY  
 X TAN  
 GRAY  
 LIGHT GRAY  
 T-STRIP NEEDED

*Clay & X Gray in place of 4x4*  
 SHEFFIELD (SQ.)  
 X EASTPORT (SPIN)  
 TAN RAILS.  
 CLAY (S.O.)  
 OTHER

REMOVE ENTIRE DECK  
 REMOVE DECKING/RAILING ONLY  
 REMOVE RAILING  
 REMOVE COLUMNS & RAILING

C-CHANNEL  
 L-TRIM  
 TAN  
 ADD HANGERS  
 ADD LAGS, ETC.  
 ADD JOISTS

:6040 FLAT  
 :6050 PYRAMID  
 :6080 GLASS BALL  
 : TAN  
 COLOR  
 ALUMINUM CAP

IN POST  
 COLOR  
 IN SOFFIT  
 COLOR  
 OTHER

3' GATE OR LESS  
 DOUBLE GATE  
 COLOR  
 ALUMINUM CAP

AZEK (WHITE)  
 AZEK (PAINTED)  
 COLOR  
 ALUMINUM CAP

:6040 FLAT  
 :6050 PYRAMID  
 :6080 GLASS BALL  
 : TAN  
 COLOR  
 ALUMINUM CAP

IN POST  
 COLOR  
 IN SOFFIT  
 COLOR  
 OTHER

2X10  
 2X8  
 4X4 POSTS  
 5X5 POSTS  
 6X6 POSTS

YES!  
 NO  
 SPECS ON  
 DRAWING

4' OR LESS  
 8' OR LESS  
 OVER 8'  
 SPINDLE  
 OTHER

SPICKET  
 DRYER VENT  
 OUTLET  
 OTHER

4X4 WOOD  
 4X4 DECK MOUNT

(WHY)

SPICKET  
 DRYER VENT  
 OUTLET  
 OTHER

*Cut out 1/2" to fit.*

*Leave 1/2" on either side.*

George - 1. C.  
Ben Timko's 765-DECK

## STAIRS WORK ORDER SHEET

(CIRCLE ONE)      NEW CONSTRUCTION      REFACE

NEW CONSTRUCTION  
 TEAR OFF EXISTING  
 REFACE EXISTING  
 REPAIR EXISTING

4' OR LESS  
 8' OR MORE  
 OVER 8'

SUPPORT POST  
 4X4 SLEVED  
 4X4 SOFFIT SIDE

AZEK BOARD  
 KNEPPY BOARD  
 OTHER

COLOR

REQUIRE CENTER  
 POST SUPPORT

NORMAL 48"  
 WIDER  
 SPECIFIC WIDTH

TO MATCH DECK  
 SPECIFY

SOFFITED IN  
 ALUMINUM CAPPING  
 NO FINISH  
 AZEK BOARD  
 AZEK PAINTED  
 COLOR TO MATCH

REST ON CONCRETE  
 REST ON POSTS

YES  
 SPECIFIED ON  
DRAWING

Railing to have Tan Rails  
With White Square Pickets

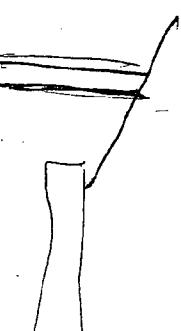


Exhibit "K"

Job: Ritz

Ordered by:

765-DECK

Put Together by: \_\_\_\_\_

W=136 STANDARD WHITE							
T=TAN							
G=GRAU							
C=CLAY							
PART NUMBER	DESCRIPTION	QUAN.	CIRCLE ONE	COLOR	CHECK OFF	# OF ITEMS	ITEMS ORDERED
RAILS AND REINFORCEMENT							ITEMS NEEDED (CIRCLE)
6' RAILS	14 ROUTERED RAILS	10	WT CG			Y	N
8' RAILS	14 ROUTERED RAILS	4	WT CG			Y	N
10' RAILS	14 ROUTERED RAILS	—	WT CG			Y	N
6' STAIR RAILS	14 STAIR RAILS	8	WT CG			Y	N
8' STAIR RAILS	14 STAIR RAILS	—	WT CG			Y	N
10' STAIR RAILS	14 STAIR RAILS	—	WT CG			Y	N
SQUARE PICKETS	14 SQUARE PICKETS	150	WT CG			Y	N
SPINDLES	14 EASTPORT SPINDLES	—	WT CG			Y	N
BELLY PICKETS	14 BELLY PICKETS	—	WT CG			Y	N
6' GALV. STEEL	REINFORCEMENTS	18	WT CG			Y	N
8' GALV. STEEL	REINFORCEMENTS	—	WT CG			Y	N
10' ALUMINUM	REINFORCEMENTS	—	WT CG			Y	N
COLUMNS, POSTS, POST MTS							
38" NEWEL POST BLANK	BLANK NEWEL POST 38"	—	WT CG			Y	N
24' 4X4 POST	BLANK VINYL 4X4 POST 289"	5	WT CG			Y	N
24' 5X5 POST	BLANK VINYL 5X5 POST 289"	—	WT CG			Y	N
10' 6X6 POST	BLANK VINYL 6X6 POST 121"	—	WT CG			Y	N
5.5" X 5.5" WRAP	DECROTFIVE VINYL 51/2" POST WRAP	—	WT CG			Y	N
4 PER POST NEEDED							
DECROTFIVE PORCH COLUM.	5" COLONIAL PORCH COLUMN KIT	—	WT CG			Y	N
SQUARE PORCH COLUM.	5" SQUARE PORCH COLUMN KIT	—	WT CG			Y	N
STAINLESS CONCRETE MT.	STAINLESS STEEL CONCRETE MOUNT	—	WT CG			Y	N
7" & 8" COLUMNS	BY QUOTE NEED DECROTFIVE SPECS.	—				Y	N
GALV. 30" CONCRETE MT.	GALVANIZED STEEL CONCRETE MOUNT	—				Y	N
DECK POST MOUNT	DECK BAND JOIST GALV. STEEL MOUNT	—				Y	N

Exhibit "L"

Job Orderer Signature

Job Put Together Signature

Job Loader  
Signature: \_\_\_\_\_

Job: \_\_\_\_\_

Ordered by: \_\_\_\_\_

765-DECK

Put Together by: \_\_\_\_\_  
Date: / /

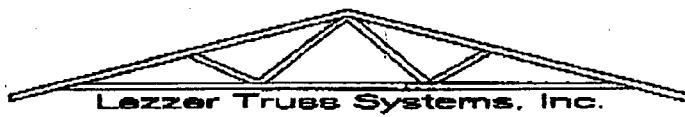
CAPS	QUAN	COLOR	CHECK OFF	NEEDED	ORDERED
NEW ENGLAND CAP	4" NEW ENGLAND CAPS	4	WT CG	Y	N
DOME CAPS	4" BALL CAPS	—	WT CG	Y	N
GOTHIC CAPS	4" GOTHIC OR POINTED CAPS	—	WT CG	Y	N
<b>POST SKIRTS</b>					
4" REG. POST SKIRT	REGULAR 4" POST SKIRT	10	WT CG	Y	N
4" DECROATIVE SKIRT	DECROATIVE 4" POST SKIRT	—	WT CG	Y	N
5" REG. POST SKIRT	REGULAR 5" POST SKIRT	—	WT CG	Y	N
5" DECROATIVE SKIRT	DECROATIVE 5" POST SKIRT	—	WT CG	Y	N
4"-6" ADJUSTABLE SKIRT	4"-6" ADJUSTABLE POST SKIRT (WRAP)	—	WT CG	Y	N
6" POST SKIRTS	DECROATIVE 6" POST SKIRT	—	WT CG	Y	N
<b>MOUNTS</b>					
ANGLE WIZZARD MOUNT	HORIZONTAL WIZZARD ANGLE MOUNT	—	WT CG	Y	N
UNIVERSAL WALL MOUNT	STRAIGHT MOUNTING BRACKET	36	WT CG	Y	N
STAIR MOUNT	34 DEGREE MOUNT FOR STAIRS	16	WT CG	Y	N
ANGLE WIZZARD STAIR	ADJUSTABLE MOUNT FOR STAIRS	—	WT CG	Y	N
<b>EACH MOUNT INCLUDES S.S. SCREWS</b>					
<b>DECKING</b>					
12' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY	—	DRIF. SAND	Y	N
16' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY	—	DRIF. SAND	Y	N
20' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY	—	DRIF. SAND	Y	N
24' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY	32	DRIF. SAND	Y	N
UNOPENED BUNDLE	50 PACK BUNDLE 2.24 L.N. F.T.	—	DRIF. SAND	Y	N
5 BUNDLE QUAN	250 BOARDS \$2.08 L.N. F.T.	—	DRIF. SAND	Y	N
<b>DECKING TRIM</b>					
C-CHANNEL	1.5X1.5 C-CHANNEL	1/2	WT CG	Y	N
T-STRIP	1.5 T-SPlicer	—	WT CG	Y	N
WIDE L-TRIM	1.5X3" L-TRIM	—	WT CG	Y	N
PUSH PINS 50 PER BAG	WHITE	4	WT CG	Y	N
	TAN	—	WT CG	Y	N
	CLAY	—	WT CG	Y	N
<b>DECK &amp; RAILING SCREWS</b>					
	2.5" SQUARE TIP, SELF START STAINLESS	WT CG		Y	N

Job Orderer Signature: \_\_\_\_\_

Job Put Together Signature: \_\_\_\_\_

Job Loader: \_\_\_\_\_  
Signature: \_\_\_\_\_





PHONE: (814) 236 - 0975  
FAX: (814) 236-0979  
P.O. BOX 217  
1144 Ballor Drive, Industrial Park  
Curwensville, PA 16833  
[martyrvdbom@lekker.com](mailto:martyrvdbom@lekker.com)

**LEZZER MANUFACTURING APPROVAL SHEET**

September 25, 2007

12:13 PM

**CUSTOMER NAME:** **BER TIME** [www.ber.com](http://www.ber.com) [www.ber.com/ber](http://www.ber.com/ber)

JOB NAME: RITZ CARLTON HOTEL DESIGNER: M.R. 100

INSTALLED STATUS (Y/N)? **Y** **INSTALLED PROJ. #** **208 NAME**

PLEASE REVIEW DRAWINGS AND/OR LAYOUTS PROVIDED FOR CORRECT QUANTITIES, DIMENSIONS, PITCH, OVERHANGS, AND ANY DETAILS NEEDED TO COMPLETE THIS JOB. BY SIGNING THIS CONFIRMATION SHEET THE CUSTOMER ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE ESTIMATE AND NOW AGREES THAT LTS CAN PROCEED WITH PRODUCTION.

LTS IS NOT RESPONSIBLE TO SUPPLY ANY BRACING REQUIRED FOR THIS JOB. LTS IS NOT RESPONSIBLE IN ANY WAY FOR TEMPORARY BRACING OR INSTALLATION BRACING. THE END USER CAN FIND PERMANENT LATERAL BRACING SPECIFICATIONS ON EACH INDIVIDUAL SHOP DRAWING. THANK YOU FOR YOUR COOPERATION!!!!!!

NUMBER OF DRAWINGS: 2 NUMBER OF LAYOUTS: 1

**PLEASE ATTACH DIRECTIONS FOR DELIVERY!!!!**

**SPECIFICATIONS: (or any additional information)**

**JOB PRICE: ~~\$370.00~~ + TAX**  
\*S FOR APPROVED CREDIT ACCOUNTS ARE NET 30 DAY

**NOTE: QUOTE MUST BE ACCEPTED BY 11/9/2007 TO BE VALID.  
AFTER ACCEPTANCE OF THIS BID, DELIVERY OF PRODUCT MUST BE MADE WITHIN 60 DAYS**

NOTE: THIS ORDER MAY NOT MEET ACT #45 PA BUILDING CODE REQUIREMENTS. LTS WILL NOT QUOTE OR PRODUCE TRUSSES THAT MEET THESE REQUIREMENTS UNTIL ACT #45 IS INSTATED.

NOTE: WEB PATTERNS IN TRUSSES MAY CHANGE FROM THE TIME OF THE QUOTE TO FINAL PRODUCTION.

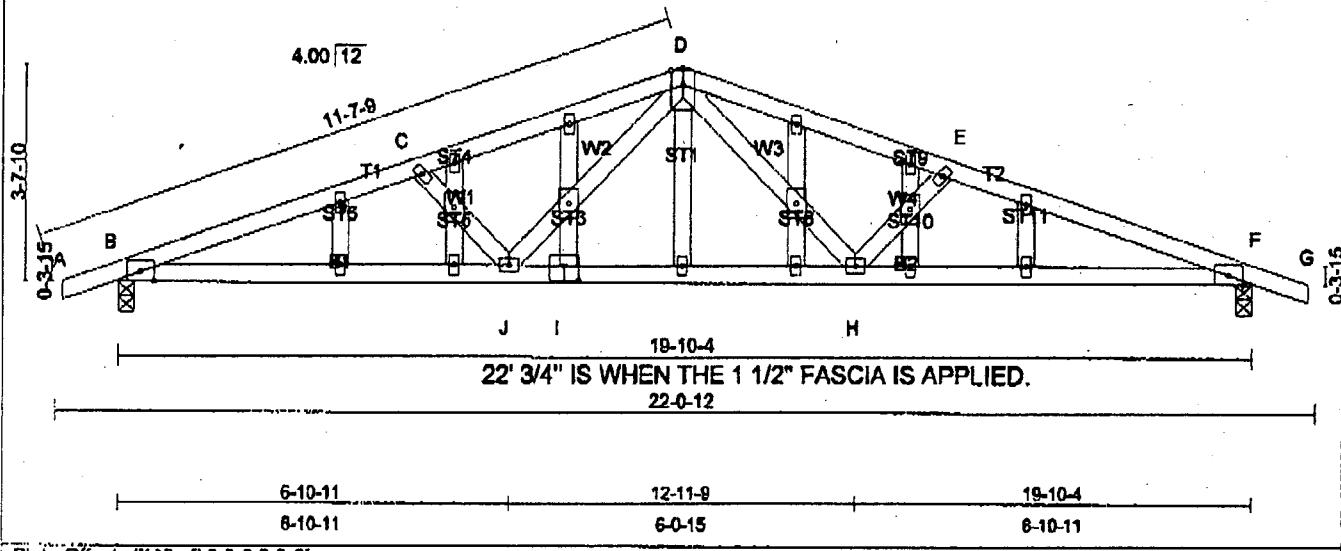
**NOTE: IT IS THE RESPONSIBILITY OF THE CUSTOMER TO MAKE THE JOB SITE ACCESSIBLE FOR LEZZER DELIVERY VEHICLES.**

ESTIMATED DELIVERY DATE: 10/3/2007 IF APPROVAL IS RECEIVED  
BY THIS DATE: 9/27/2007 FOR EACH DAY AFTER THIS DATE THAT  
APPROVAL IS NOT RECEIVED, DELIVERY DATE WILL MOVE AT LEAST ONE  
ADDITIONAL DAY ALSO. \*\*\*\*(PLEASE READ CAREFULLY - VERY IMPORTANT)

PLEASE SIGN FOR APPROVAL: \_\_\_\_\_ DATE: 1/1/07

*Evidence*

Job	Truss	Truss Type	Qty	Ply	Ref	Job Reference (optional)
Q074903T	GE1	GABLE	1	1		6.600 x Jan 15 2007 MiTek Industries, Inc. Tue Sep 25 11:17:51 2007 Page 1
Lezzter Truss Systems, Inc., Conewango, Pa. 16533						
-0-11-12	5-4-7		9-11-2		14-5-13	
0-11-12	5-4-7		4-6-11		4-8-11	
						19-10-4
						5-4-7
						20-10-0
						0-11-12
						Scale = 1:36.3



## Plate Offsets (X,Y): [1:0-3,0-0-3-0]

LOADING (psf)	SPACING	2-0-0	C8I	DEFL	in	(loc)	l/defl	L/d	PLATES	GRIP
TCLL 30.0	Plates Increase	1.05	TC 0.35	Vert(LL)	-0.12	H-J	>999	240	MII20	197/144
TCDL 10.0	Lumber Increase	1.15	BC 0.70	Vert(TL)	-0.26	B-J	>911	180		
BCLL 0.0	Rep Stress Incr	YES	WB 0.28	Horz(TL)	0.07	F	n/a	n/a		
BCDL 10.0	Code IRC2006/TPI2002	(Matrix)							Weight: 79 lb	

## LUMBER

TOP CHORD 2 X 4 SPF No.2  
BOT CHORD 2 X 4 SPF No.2  
WEBS 2 X 4 SPF Stud  
OTHERS 2 X 4 SPF Stud

## BRACING

TOP CHORD Structural wood sheathing directly applied or 3-6-2 oc purlins.  
BOT CHORD Rigid ceiling directly applied or 10-0-0 oc bracing.

REACTIONS (lb/size) B=1068/0-3-8, F=1068/0-3-8  
Max Horz B=41(LC 3)  
Max Uplift B=-78(LC 5), F=-78(LC 6)

## FORCES (lb) - Maximum Compression/Maximum Tension

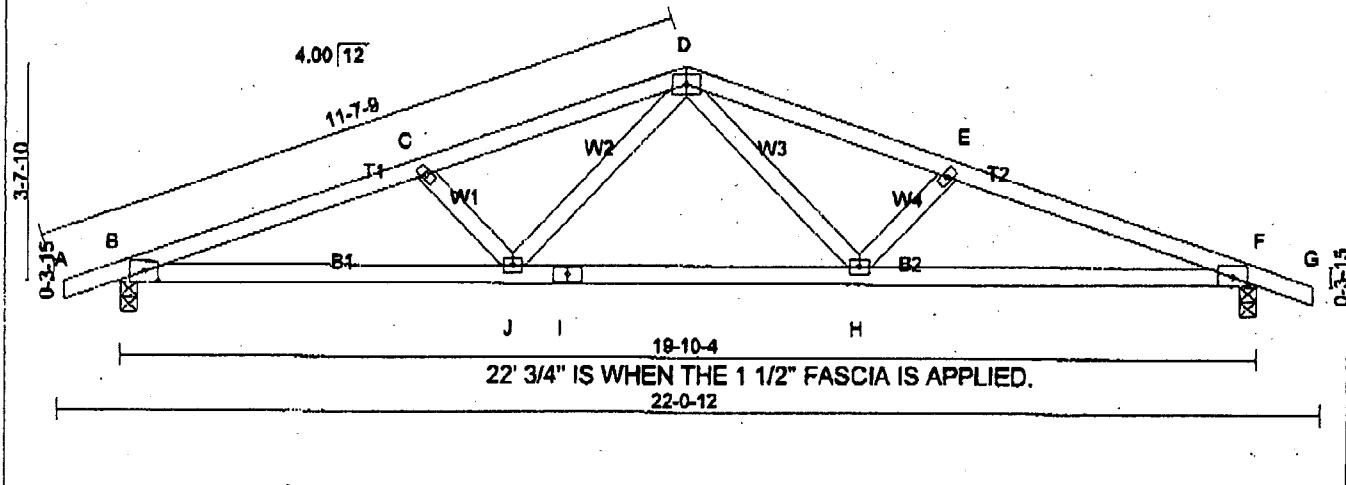
TOP CHORD A-B=0/23, B-C=2293/104, C-D=2001/77, D-E=2001/77, E-F=2293/104, F-G=0/23  
BOT CHORD B-J=88/2107, I-J=-8/1451, H-I=-8/1451, F-H=-47/2107  
WEBS C-J=419/111, D-J=-8/609, D-H=-8/609, E-H=-419/111

## NOTES

- 1) Unbalanced roof live loads have been considered for this design.
- 2) Wind: ASCE 7-05; 90mph; h=25ft; TCDL=6.0psf; BCDL=6.0psf; Category II; Exp B; enclosed; MWFRS gable end zone; cantilever left and right exposed; end vertical left and right exposed; Lumber DOL=1.33 plate grip DOL=1.33.
- 3) Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see MiTek "Standard Gable End Detail".
- 4) This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- 5) This truss requires plate inspection per the Tooth Count Method when this truss is chosen for quality assurance inspection.
- 6) Gable studs spaced at 2-0-0 oc.
- 7) \* This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-6-0 tall by 2-0-0 wide will fit between the bottom chord and any other members.
- 8) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 78 lb uplift at joint B and 78 lb uplift at joint F.
- 9) This truss is designed in accordance with the 2006 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANSI/TPI 1.

## LOAD CASE(S) Standard

JOB	TRUSS	Truss Type	Qty	Ply	Ritz	Job Reference (optional)
Q074803T	T1	FINK	1	1		
Lezzer Truss Systems, Inc., Curwenville, Pa. 18833						
-0-11-12	5-4-7		9-11-2		14-5-13	19-10-4
0-11-12	5-4-7		4-6-11		4-6-11	5-4-7
						0-11-12
						Scale = 1:36.3



LOADING (psf)	SPACING	2-0-0	CSI	DEFL	in (loc)	l/defl	L/d	PLATES	GRIP
TCLL 30.0	Plates Increase	1.05	TC 0.35	Vert(LL)	-0.12	H-J >998	240	MII20	197/144
TCDL 10.0	Lumber Increase	1.15	BC 0.70	Vert(TL)	-0.26	B-J >911	180		
BCLL 0.0	Rep Stress Incr	YES	WB 0.26	Horz(TL)	0.07	F n/a	n/a		
BCDL 10.0	Code IRC2006/TPI2002		(Matrix)					Weight: 64 lb	

**LUMBER**  
 TOP CHORD 2 X 4 SPF No.2  
 BOT CHORD 2 X 4 SPF No.2  
 WEBS 2 X 4 SPF Stud

**BRACING**  
 TOP CHORD Structural wood sheathing directly applied or 3-6-2 oc purlins.  
 BOT CHORD Rigid ceiling directly applied or 10-0-0 oc bracing.

**REACTIONS (lb/size)** B=1068/0-3-8, F=1068/0-3-8  
 Max Horz B=41(LC 3)  
 Max Uplift B=-78(LC 5), F=-78(LC 6)

**FORCES (lb)** - Maximum Compression/Maximum Tension  
 TOP CHORD A-B=0/23, B-C=-2293/104, C-D=-2001/77, D-E=-2001/77, E-F=-2293/104, F-G=0/23  
 BOT CHORD B-J=-86/2107, I-J=-8/1451, H-I=-8/1451, F-H=-47/2107  
 WEBS C-J=-419/111, D-J=-6/608, D-H=-6/609, E-H=-419/111

#### NOTES

- 1) Unbalanced roof live loads have been considered for this design.
- 2) Wind: ASCE 7-05; 90mph; h=25ft; TCDL=6.0psf; BCDL=6.0psf; Category II; Exp B; enclosed; MWFRS gable end zone; cantilever left and right exposed; end vertical left and right exposed; Lumber DOL=1.33 plate grip DOL=1.33.
- 3) This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- 4) This truss requires plate inspection per the Tooth Count Method when this truss is chosen for quality assurance inspection.
- 5) \* This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-6-0 tall by 2-0-0 wide will fit between the bottom chord and any other members.
- 6) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 78 lb uplift at joint B and 78 lb uplift at joint F.
- 7) This truss is designed in accordance with the 2006 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANSI/TPI 1.

**LOAD CASE(S) Standard**

# 765-DECK, LLC.

P.O. Box 41 Clearfield Mall 1800 Daisy St.  
Clearfield, Pa 16830

Phone: 814-765-3325 Fax: 814-768-9602 Mobile: 814-592-9544  
765deck@atlanticbb.net e-mail 765deck.com

ADDRESSED TO: SHAWN B COMPANY: LEZZER

FAX NO. 236 4397 COMPANY PHONE NO. \_\_\_\_\_

DATE: 9/11/07 NO. OF PAGES 1 TIME SENT: 5:30 AM

CONCERNING: ORDER

JOB NAME: RITZ JOB NUMBER: 2007191

ORDER OF MATERIALS: YES NO AUTHORIZED BY: BEN

DELIVER TO: 5913 IRISH TOWN ROAD, GRAMPIAN

DATE TO BE DELIVERED: 9/14/07 COMMON CARRIER UPS FED EX DHL

12 BAGS SACRETE

5 16' 6x6 POSTS

6 10' 2x10 TREATED

18 14' 2x10 TREATED

36 2x10 JOIST HANGERS

1 Box JOIST HANGER NAILS

6 2x12x8 TREATED

5 2x8x14' REGULAR LUMBER

4 2x8x10' REGULAR LUMBER

1 LARGE BOX JOIST HANGER NAILS

4- 4x4x8 TREATED

THANK YOU!

Exhibit "O"



Exhibit Q –  
Price book

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

<b>2006 NEW DECK</b>			
<b>PRICE SHEET</b>			
<b>NEW CONSTRUCTION DECK SHEET</b>			
<b>50-75 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 55.00</b>
		<b>DISCOUNT</b>	<b>\$ 50.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>FINAL</b>	<b>\$ 48.00</b>
	<b>ADD \$3 PER SQ. F.T. FOR CLAY RAILING</b>		
<b>75-100 SQ.FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 53.00</b>
		<b>DISCOUNT</b>	<b>\$ 48.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>FINAL</b>	<b>\$ 45.00</b>
	<b>ADD \$3 PER SQ. F.T. FOR CLAY RAILING</b>		
<b>100-150 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 45.00</b>
		<b>DISCOUNT</b>	<b>\$ 42.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>FINAL</b>	<b>\$ 39.00</b>
	<b>ADD \$2 PER SQ. F.T. FOR CLAY RAILING</b>		
<b>150-250 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 38.00</b>
		<b>DISCOUNT</b>	<b>\$ 36.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 33.00</b>
	<b>ADD \$2 PER SQ. F.T. FOR CLAY RAILING</b>		
<b>250-350 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 32.00</b>
		<b>DISCOUNT</b>	<b>\$ 29.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 27.00</b>
	<b>ADD \$1.50 PER SQ. F.T. FOR CLAY RAILING</b>		
<b>350-450 SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 30.00</b>
		<b>DISCOUNT</b>	<b>\$ 27.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 25.00</b>
	<b>ADD \$1.50 PER SQ. F.T. FOR CLAY RAILING</b>		
<b>450 + SQ. FT.</b>	<b>NEW VINYL DECK CONSTRUCTION</b>	<b>LIST</b>	<b>\$ 28.00</b>
		<b>DISCOUNT</b>	<b>\$ 25.00</b>
	<b>STEPS ADD \$125 PER</b>	<b>LAST</b>	<b>\$ 23.00</b>
	<b>ADD \$1.25 PER SQ. F.T. FOR CLAY RAILING</b>		

DECK PRICE SHEET  
Exhibit "Q"

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

<b>2006 NEW DECK</b>			
<b>PRICE SHEET</b>			
<b>DECK RE-FACING PRICE SHEET</b>			
<b>INCLUDES REMOVAL OF DECKING AND RAILING ONLY</b>			
<i>INCLUDES NEW DECKING, TRIM, FASCIA BOARD, &amp; RAILING USING EXISTING POSTS</i>			
<b>50-75 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 51.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 46.50</b>
	<b>ADD \$3 PER S.Q. F.T FOR CLAY RAILING</b>	<b>FINAL</b>	<b>\$ 42.00</b>
<b>75-100 SQ.FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 47.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 42.50</b>
	<b>ADD \$3 PER S.Q. F.T FOR CLAY RAILING</b>	<b>FINAL</b>	<b>\$ 39.00</b>
<b>100-150 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 34.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 31.00</b>
	<b>ADD \$2 PER S.Q. F.T FOR CLAY RAILING</b>	<b>FINAL</b>	<b>\$ 28.00</b>
<b>150-250 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 29.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 26.40</b>
	<b>ADD \$2 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 24.00</b>
<b>250-350 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 23.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 21.00</b>
	<b>ADD \$1.50 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 19.00</b>
<b>350-450 SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 23.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 21.00</b>
	<b>ADD \$1.50 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 19.00</b>
<b>450 + SQ. FT.</b>	<b>DECK REFACING</b>	<b>LIST</b>	<b>\$ 28.00</b>
	<b>STEPS ADD \$77 PER</b>	<b>DISCOUNT</b>	<b>\$ 25.00</b>
	<b>ADD \$1.25 PER S.Q. F.T FOR CLAY RAILING</b>	<b>LAST</b>	<b>\$ 23.00</b>
	<b>IF POSTS MUST BE CUT DOWN OR IF THEY</b>		
	<b>ARE BAD, NEW GALV. STEEL DECK MOUNTS</b>		
	<b>(WHICH ARE ALSO NEEDED FOR LIGHTS)</b>		
	<b>ARE \$45 PER. INSTALLED</b>		

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

2006 NEW DECK			
PRICE SHEET			
<b>RAILING ON CONCRETE</b>			
PORCH COLUMNS			
<b>INSTALLED</b>	5" DECROATIVE COLONIAL COLUMN 5000 LB RATED	PER	\$275
	5" SQUARE COLUMN 5000 LB RATED	PER	\$220
	4" VINYL SLEEVE OVER 4"X4" TREATED POST ( IF NEEDED)	PER	\$170
NEWEL POSTS	NEWEL POST INCLUDES: 30" GALV. COATED MOUNT,	PER	\$97.00
<b>INSTALLED</b>	38" VINYL POST, SKIRT, NEW ENGLAND CAP, TAPCONS		
	ADD \$5 PER FOR BALL CAPS OR GOTHIC CAPS	ADD	\$5
RAILING SECTIONS	(THERE IS NO SUCH THING AS A 4' SECTION)		
<b>REG. OR STAIR</b>	6' SHEFFIELD 1.4" SQUARE PICKET	PER	\$220
<b>WHITE OR TAN!!!</b>	8' SHEFFIELD 1.4" SQUARE PICKET	PER	\$255
	10" SHEFFIELD 1.4" SQIARE PICKET	PER	\$330
	SMALL 2' SECTIONS ECT. PRICE \$55 PER FT.	PER F.T.	\$55
	6' EASTPORT SPINDLE STYLE	PER	\$240
	8' EASTPORT SPINDLE STYLE	PER	\$280
	10' EASTPORT SPINDLE STYLE	PER	\$360
	SMALL 2' SECTIONS ECT. PRICE \$65 PER FT.		
CLAY COLOR			
OR COLOR CAP	ADD	PER SEC.	\$30
FIX CONCRETE	TO FIX CONCRETE CORNER	ADD	\$150
	WE ONLY FIX IF NEEDED TO INSTALL RAILING		
EXISTING RAILING	IF POSTS ARE SET IN CONCRETE MUST BE GROUND	ADD	\$30 PER
	OFF WITH A GRINDER ADD PER POST		
	MOST EXISTING RAILING IS EASY TO TEAR OFF! IF YOU		
	SEE DIFFICULTIES ADD BETWEEN \$15 -\$25 PER POST		
	WE DON' DO CARPET!!! WE DON'T FIX EITHER!		

T-Rail 6' Sec Square pickets \$250  
8' Sec square pickets \$285  
DECK PRICE SHEET  
T-Rail 6' Sec Spindal \$270

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

2006 NEW DECK			
PRICE SHEET		ADD ON 'S	
RADIUS	BUILD ROUND CORNER OR CURVE A LANDING	ADD	\$550
HOT TUB FRAMING	ADD ADDITIONAL FRAMING 12" O.C. OR POSTS	ADD	\$300
SOFFIT	VERTICLE SOFFIT BOTTOM OF DECK (INCLUDES FRAMING)		
	0-4' OFF OF GROUND	PER SQ. FT.	\$6
	4'-8' OFF OF GROUND	PER SQ. FT.	\$8
	ADD \$1.50 PER FOOT FOR DARK BROWN SOFFIT	ADD	\$1.50
SOFFIT GATE	BUILD VINYL SOFFIT GATE WITH HINGES + LATCH	ADD	\$350
LIGHTS	ADD LIGHTS LOW VOLTAGE ONLY FLAT OR SLOPED TOP		
ONLY TAN & WHITE	EVERY LIGHT JOB MUST INCLUDE TRANSFORMER AND USE AN EXISTING OUTLET	TRANS.	\$145
LIGHTS CAN ONLY BE INSTALLED ON DECK MNT.	6040 FLAT TOP LIGHT (INCLUDES WIRE)	PER LIGHT	\$75
HOLLOW POSTS ADD \$45	6050 PYRAMID TO LIGHT (INCLUDES WIRE)	PER LIGHT	\$75
PER MOUNT NEEDED	6080 FLAT TOP WITH GLASS BALL (INCLUDES WIRE)	PER LIGHT	\$75
OUTLETS	ADD A GFCI OUTLET WITH BOX AND COVER	PER	\$115
AN OUTLET IN A POST USE	INCLUDES WIRE AND CODE KEEPER COVER		
HOLLOW MNT. ADD \$45			
MOVE EXISTING	WATER SPICKET, DRYER VENT, OUTLET ETC.	PER	\$110
HOT TUB WIRING	CLIENT RESPONSIBLE FOR ELEC. INSPECTION	PER	\$480
INCLUDES WIRE, NEW 100AMP GFCI BREAKER, & DISCONNECT AT TUB			
CAP EXISTING	ALUMINUM CAP EXISTING POST	PER	\$85
	ALUMINUM CAP EXISTING ANYTHING	PER. L.N. F.T.	\$9
TEAR OFF DECK	COMPLETELY TEAR DOWN AND REMOVE DECK	PER F.T.	\$4
TEAR OFF W/REFACE	COMPLETELY TEAR DOWN AND REMOVE DECK	PER F.T.	\$2

Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_  
NET 30 DAYS

FINAL CHARGE: 2% PER 30 OR 24% ANNUAL

**PRICE LIST 1/1/06**

765-DECK

LIGHTS

**5X5 VINYL POSTS**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QUAN.</b>	<b>PRICE</b>	<b>PRICE</b>
5X5 VINYL POSTS	LOW VOLTAGE (12 volt) FLAT TOP	BARRED GLASS		
6040-5X5	WHITE			
6049-5X5	TAN			
5X5 VINYL POSTS	SLOPED TOP	FANCY GLASS		
6050-5X5	WHITE			
6059-5X5	TAN			
5X5 VINYL POSTS	FLAT TOP	GLASS BALL		
6080-5X5	WHITE			
5X5 VINYL POSTS	HIGH VOLTAGE 110 (NO BULB)			
9040-5X5	WHITE FLAT TOP BARRED GLASS			
9050-5X5	WHITE SLOPED TOP FANCY GLASS			
9080-5X5	WHITE FLAT TOP W/GLASS BALL			
<b>4X4 WOOD POSTS LOW VOLTAGE</b>				
DLA6010 SLOPED PLASTIC		WHITE		
DLA6012		NATURAL BROWN		
DLA6014		GREEN		
DLA6018		BLACK		
DLA6020 BOX W/SLOPED PLASTIC		WHITE		
DLA6022		NATURAL BROWN		
DLA6024		GREEN		
DLA6028		BLACK		
DLA6030 PLASTIC METAL TOP		WHITE		
DLA6032		NATURAL BROWN		
DLA6034		GREEN		
DLA6038		BLACK		
DLA6040 FLAT/BARRED GLASS		WHITE		
DLA6042		NATURAL BROWN		
DLA6044		GREEN		
DLA6045		BRONZE		
DLA6048		BLACK		
DLA6050 SLOPED/FANCY GLASS		WHITE		
DLA6052		NATURAL BROWN		
DLA6053		GREEN		
DLA6054		BLACK		
DLA6055		BRONZE		
DLA6058		BLACK		
DLA6080 GLASS BALL		WHITE		
DLA6082		NATURAL BROWN		
DLA6084		GREEN		
DLA6088		BLACK		

Customer Signature

Thank You

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

We look forward to serving you in the future....

PAGE: 1

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Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_  
NET 30 DAYS

FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

<b>PRICE LIST 1/1/06</b>			
765-DECK	LIGHTS		
	<b>ACCESSORIES</b>		
PART NUMBER	DESCRIPTION	QUAN.	PRICE
DLE4410	LIGHT PIG TAIL		
ML44T	44 WATT TIMER/TRANSFORMER	2 LIGHT	
527718	88 WATT TIMER/TRANSFORMER	4 LIGHT	
527726	121 WATT TIMER/TRANSFORMER	6 LIGHT	
544132	200 WATT TIMER/TRANSFORMER	11 LIGHT	
ML300TW	300 WATT TIMER/TRANSFORMER		
ML600TW	600 WATT TIMER/TRANSFORMER		
304	100' HEAVY OUTDOOR LOW VOTAGE WIRE		
311	200' HEAVY OUTDOOR LOW VOTAGE WIRE		
548820	500' HEAVY OUTDOOR LOW VOTAGE WIRE		
	<b>ALL LIGHT ORDERS ARE SUBJECT TO SALES TAX AND UPS SHIPPING CHARGES</b>		

Customer Signature

Thank You

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

We look forward to serving you in the future....

PAGE: 1  
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Ben Timko's

765 - DECK

P.O. Box 41

Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_

NET 30 DAYS

FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

PRICE LIST 1/1/06					
765-DECK	LIGHTS				
	<b>4X4 VINYL POSTS</b>				
	INSTALLED PRICE \$75 PER				
PART NUMBER	DESCRIPTION	QUAN.	PRICE	PRICE	
	LOW VOLTAGE (12 volt)				
4X4 VINYL POSTS	FLAT TOP	BARRED GLASS			
6040	WHITE				
6042	NATURAL BROWN				
6044	GREEN				
6046	CLAY				
6047	GRAY				
6048	BLACK				
6049	TAN				
4X4 VINYL POSTS	SLOPED TOP	FANCY GLASS			
6050	WHITE				
6052	NATURAL BROWN				
6054	GREEN				
6056	CLAY				
6057	GRAY				
6058	BLACK				
6059	TAN				
4X4 VINYL POSTS	FLAT TOP	GLASS BALL			
6080	WHITE				
6086	CLAY				
6089	TAN				
4X4 VINYL POSTS	HIGH VOLTAGE 110 (NO BULB)				
9040	WHITE	FLAT TOP BARRED GLASS			
9049	TAN	FLAT TOP BARRED GLASS			
9050	WHITE	SLOPED TOP FANCY GLASS			
9059	TAN	SLOPED TOP FANCY GLASS			
9080	WHITE	FLAT TOP W/GLASS BALL			

Customer Signature

Thank You

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

We look forward to serving you in the future.....

PAGE: 1

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Ben Timko's 765-DECK

## STAIRS WORK ORDER SHEET

JOB DESCRIPTION: (CIRCLE ONE)		NEW CONSTRUCTION	REFACE
WORK:			
<input type="checkbox"/>	NEW CONSTRUCTION		
<input type="checkbox"/>	TEAR OFF EXISTING		
<input type="checkbox"/>	REFACE EXISTING		
<input type="checkbox"/>	REPAIR EXISTING		
STRINGER FINISH			
<input type="checkbox"/>	SOFFITED IN		
<input type="checkbox"/>	ALUMINUM CAPPING		
<input type="checkbox"/>	NO FINISH		
<input type="checkbox"/>	AZEK BOARD		
<input type="checkbox"/>	AZEK PAINTED		
		<u>COLOR TO MATCH</u>	
STRINGER SUPPORT			
<input type="checkbox"/>	REST ON CONCRETE		
<input type="checkbox"/>	REST ON POSTS		
LIGHTS IN RAILING			
<input type="checkbox"/>	YES		
MISC.			
<u>SPECIFIED ON</u>			
<u>DRAWING</u>			
RISER MATERIAL			
<input type="checkbox"/>	AZEK BOARD		
<input type="checkbox"/>	KNEPPY BOARD		
<input type="checkbox"/>	OTHER		
SUPPORT POST'S			
<input type="checkbox"/>	4X4 SLEVED		
<input type="checkbox"/>	4X4 SOFFIT SIDE		
<input type="checkbox"/>	OVER 8'		
WIDTH OF STEPS			
<input type="checkbox"/>	NORMAL 48"		
<input type="checkbox"/>	WIDER		
SPECIFIC WIDTH			
C-CHANNEL TRIM COLOR			
<input type="checkbox"/>	TO MATCH DECK		
<input type="checkbox"/>	OTHER		
SPECIFY			

BLuelinx AZEK PRICING

FEB-01-2000 10:48

ALL PRICES IN U.S. DOLLARS

TRIMBOARDS - FRONTIER		PCS	WEIGHT PER PALLET	L-1	L-2	L-3	L-4	L-5
NOMINAL DIMENSION	ACTUAL DIMENSION	UNIT						
3/4" X 4" X 16"	3/4" X 3 1/2" X 18"	221	2991	31.46	28.06	26.98	25.19	23.61
3/4" X 5" X 16"	3/4" X 5 1/2" X 18"	136	2901	49.27	45.48	42.23	39.41	36.95
3/4" X 6" X 16"	3/4" X 7 1/4" X 18"	192	2872	65.00	60.00	55.71	52.00	48.75
1" X 8" X 16"	3/4" X 9 1/4" X 18"	85	3035	82.70	76.34	70.88	66.16	62.03
1" X 10" X 18"	3/4" X 11 1/4" X 18"	68	2961	100.90	93.14	86.49	80.72	75.86
1" X 12" X 18"	3/4" X 15 1/4" X 18"	60	2990	137.05	126.51	117.47	108.64	102.79
1" X 16" X 18"								
5/4" X 4" X 16"	1" X 3 1/2" X 18"	155	2833	38.92	36.85	34.21	31.93	29.94
5/4" X 5" X 16"	1" X 5 1/2" X 18"	95	2747	63.80	58.71	54.51	50.88	47.70
5/4" X 6" X 16"	1" X 7 1/4" X 18"	72	2718	85.92	79.31	73.64	68.73	64.44
5/4" X 8" X 16"	1" X 9 1/4" X 18"	60	2873	112.25	103.82	96.21	89.80	84.19
5/4" X 10" X 18"	1" X 11 1/4" X 18"	48	2803	135.58	125.15	116.21	108.47	101.69
5/4" X 12" X 18"	1" X 15 1/4" X 18"	36	2850	184.42	170.23	158.07	147.53	138.31
5/4" X 16" X 18"								
TRIMBOARDS TRADITIONAL - SMOOTH				31.46	29.06	26.98	25.19	23.61
3/4" X 4" X 16"	3/4" X 3 1/2" X 16"	221	2991	49.27	45.48	42.23	39.41	36.95
1" X 6" X 16"	3/4" X 5 1/2" X 16"	136	2901	65.00	60.00	55.71	52.00	48.75
1" X 8" X 16"	3/4" X 7 1/4" X 18"	102	2872	82.70	76.34	70.88	66.16	62.03
1" X 10" X 16"	3/4" X 9 1/4" X 18"	85	3035	100.90	93.14	86.49	80.72	75.86
1" X 12" X 18"	3/4" X 11 1/4" X 18"	68	2961					
BEADBOARD		200		2775	43.60	40.25	37.37	32.70
1/2" X 5 1/2" X 18"								
SHEETS - (TRADITIONAL)				125.50	122.58	113.15	105.07	98.07
1/2" X 4" X 8"		25						91.94
3/4" X 4" X 8"		20	161.0	179.08	165.31	153.50	143.27	134.31
1" X 4" X 8"		20	2150	236.80	218.56	202.97	189.44	177.60
1/2" X 4" X 10"		40	2320	151.83	140.15	130.14	121.47	113.86
3/4" X 4" X 10"		30	2700	288.87	248.00	230.29	214.93	201.50
1" X 4" X 12"		25	4012	359.92	332.23	308.50	287.83	269.84
CORNERBOARD (TRADITIONAL AND FRONTIER)								
5/4" X 4" X 4" X 10" TD	1" X 3 1/2" X 3 1/2"	72	1290	51.88	47.99	44.47	41.51	38.91
5/4" X 6" X 6" X 10" TD	1" X 5 1/2" X 5 1/2"	48	1422	83.12	76.72	71.24	66.49	62.34
5/4" X 6" X 6" X 10" FR	1" X 3 1/2" X 3 1/2"	72	1290	51.88	47.89	44.47	41.51	38.91
5/4" X 4" X 4" X 10" FR	1" X 5 1/2" X 5 1/2"	48	1422	88.42	81.82	75.79	70.73	66.31
5/4" X 6" X 10" TD	1" X 3 1/2" X 3 1/2"	72	2580	102.92	95.00	88.21	82.33	77.19
5/4" X 4" X 4" X 20" TD	1" X 3 1/2" X 3 1/2"	72	2580	102.92	95.00	88.21	82.33	77.19
5/4" X 4" X 4" X 20" FR	1" X 3 1/2" X 5 1/2"	48	2644	166.47	153.66	142.69	133.17	124.85
5/4" X 6" X 20" FR	1" X 5 1/2" X 5 1/2"	48	2844	166.47	153.66	142.69	133.17	124.85
5/4" X 6" X 20" FR	1" X 5 1/2" X 5 1/2"							
ADHESIVE				8.17	7.54	7.00	6.53	6.13
4 OZ CAN		24					11.87	11.13
8 OZ CAN		24					12.71	



Curwensville 814-236-0220	DuBois 814-371-9311	Indiana 724-349-2281	Butler 724-282-3100
State College 814-237-3511	Grove City 724-458-5501	Harrisburg 717-526-4781	Muncy 570-546-8026



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York - 717-268-8900

Lezzer Commercial Sales  
Curwensville  
814-236-0220

Lezzer Commercial Doors  
State College - 814-237-3511  
Williamsport - 570-323-8889

Dynamic Energy  
Curwensville  
814-236-7434

TYPE OF TRANSACTION	QUOTE/ESTIMATE	Page: 3	LOCATION
SOLD TO:	SHIP TO:		CURWENSVILLE

CONCEPT BUILDERS 814-765-3325

15125

15125

CUST. CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S/MAN	WTR. BY	DATE DELIV'D	LOADER
17656157	08:13	15125	012706	1	45	21	1057300	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
	QUOTE ONLY				Chris Bryan

ITEM NO.	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
----------	------------	-------------	-------------	-------	--------------	-----------

\*\*PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME  
LEZZER LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE-OFFS FROM DRAWINGS OR  
BLUE PRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMERS INTENDED  
PROJECT. CUSTOMERS SHOULD HAVE A QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.\*\*

4410T	0	0	#2 TREATED 4 X 4 - 10FT .40	PC	11.350PC	0.00
4412T	0	0	#2 TREATED 4 X 4 - 12FT .40	PC	13.750PC	0.00
4416T	0	0	#2 TREATED 4 X 4 - 16FT .40	PC	18.250PC	0.00
468T	0	0	#2 TREATED 4 X 6 - 8FT .40	PC	13.500PC	0.00
4612T	0	0	#2 TREATED 4 X 6 - 12FT .40	PC	19.950PC	0.00
4614T	0	0	#2 TREATED 4 X 6 - 14FT .40	PC	23.500PC	0.00
4616T	0	0	#2 TREATED 4 X 6 - 16FT .40	PC	28.000PC	0.00
668T	0	0	#2 TREATED 6 X 6 - 8FT .40	PC	19.950PC	0.00
6610T	0	0	#2 TREATED 6 X 6 - 10FT .40	PC	25.250PC	0.00
6612T	0	0	#2 TREATED 6 X 6 - 12FT .40	PC	29.890PC	0.00
6614T	0	0	#2 TREATED 6 X 6 - 14FT .40	PC	34.950PC	0.00
6616T	0	0	#2 TREATED 6 X 6 - 16FT .40	PC	43.000PC	0.00
6618T	0	0	#2 TREATED 6 X 6 - 18FT .40	PC	74.950PC	0.00
6620T	0	0	#2 TREATED 6 X 6 - 20FT .40	PC	87.950PC	0.00

Freight Amt:

0.00

Misc Chrg Amt:

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER. HOWEVER,  
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.  
• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.  
All merchandise must be checked when received. No claims for shortages will be allowed after 94 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Please receive on credit via VISA please bearing the same creditability as we agree to furnish only the unique herein. Errors in  
computations and readings are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 1% will be added  
to any unpaid balance past 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
0.00	6.000	0.00	0.00

OPEN AMOUNT DUE:

X RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



Curwensville 814-236-0220 DuBols 814-371-9311 Indiana 724-349-2281 Butler 724-282-3100  
 State College 814-237-3511 Grove City 724-458-5501 Harrisburg 717-526-4781 Muncy 570-546-8026



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 Curwensville  
 814-236-0220

Lezzer Commercial Doors  
 State College - 814-237-3511  
 Williamsport - 570-323-9888

Dynamic Energy  
 Curwensville  
 814-236-7434

TYPE OF TRANSACTION  
 QUOTE/ESTIMATE

Page: 1

LOCATION  
 CURWENSVILLE

SOLD TO:

CONCEPT BUILDERS  
 PO BOX 41

SHIP TO:

814-765-3325

1 5 1 2 5 \*

15125

CLEARFIELD

PA 16830

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STN. NO.	S'MAN	WT. BY		DATE DELIV'D	LOADER
17656157	08:13	15125	012706	1	45	21	1057300		

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
	QUOTE ONLY				Chris Bryan

ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME LEZZER LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE-OFFS FROM DRAWINGS OR BLUE PRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMERS INTENDED PROJECT. CUSTOMERS SHOULD HAVE A QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.**						
5468TWE	0	0	#1 TREAT DECK 5/4X6-8FT	PC	6.300PC	0.00
54610TWE	0	0	#1 TREAT DECK 5/4X6-10FT	PC	8.200PC	0.00
54612TWE	0	0	#1 TREAT DECK 5/4X6-12FT	PC	9.950PC	0.00
54614TWE	0	0	#1 TREAT DECK 5/4X6-14FT	PC	10.750PC	0.00
54616TWE	0	0	#1 TREAT DECK 5/4X6-16FT	PC	12.950PC	0.00
228T	0	0	#1 TREATED 2 X 2 - 8FT	PC	3.850PC	0.00
248TWE	0	0	#1 TREATED 2X4-8FT	PC	4.490PC	0.00
2410TWE	0	0	#1 TREATED 2X4-10FT	PC	5.750PC	0.00
2412TWE	0	0	#1 TREATED 2X4-12FT	PC	6.750PC	0.00
2414TWE	0	0	#1 TREATED 2X4-14FT	PC	8.300PC	0.00
2416TWE	0	0	#1 TREATED 2X4-16FT	PC	10.250PC	0.00
248T2	0	0	***#2*** TREATED 2 X 4 X 8FT	EA	3.990EA	0.00
2412T2	0	0	***#2*** TREATED 2 X 4 X 12FT	EA	5.990EA	0.00
2416T2	0	0	***#2*** TREATED 2 X 4 X 16FT	EA	9.750EA	0.00
268TWE	0	0	#1 TREATED 2X6-8FT	PC	6.200PC	0.00
2610TWE	0	0	#1 TREATED 2X6-10FT	PC	7.600PC	0.00
2612TWE	0	0	#1 TREATED 2X6-12FT	PC	9.350PC	0.00
2614TWE	0	0	#1 TREATED 2X6-14FT	PC	10.490PC	0.00
2616TWE	0	0	#1 TREATED 2X6-16FT	PC	12.950PC	0.00
268T2	0	0	***#2*** TREATED 2 X 6 X 8FT	EA	4.900EA	0.00
2610T2	0	0	***#2*** TREATED 2 X 6 X 10FT	EA	7.150EA	0.00

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER; HOWEVER WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE	SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
---	-----------	-------	------------	-------

\* WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.

All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

- NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Persons receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and typos are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to any unpaid balance past 30 days.

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



Curwensville 814-236-0220 DuBois 814-371-8311 Indiana 724-349-2281 Butler 724-282-3100  
 State College 814-237-3511 Grove City 724-458-5501 Harrisburg 717-526-4781 Muncy 570-548-8026



Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833

Visit Us At [www.lezzerlumber.com](http://www.lezzerlumber.com)

Lezzer Truss Systems, Inc.  
Curwensville - 814-236-0975  
York - 717-268-8900

Lezzer Commercial Sales  
Curwensville  
814-236-0220

Lezzer Commercial Doors  
State College - 814-237-3511  
Williamsport - 570-323-9889

Dynamic Energy  
Curwensville  
814-236-7434

TYPE OF TRANSACTION	QUOTE/ESTIMATE	Page: 2	LOCATION
SOLD TO:	SHIP TO:		
CONCEPT BUILDERS	814-765-3325		15125

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTG-BY	DATE DELIV'D	LOADER
17656157	08:13	15125	012706	1	45	21	1057300	
ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER		TRUCK NO.	DRIVER..	SALESMAN		
	QUOTE ONLY					Chris Bryan		
ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION		
<b>**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME LEZZER LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE-OFFS FROM DRAWINGS OR BLUE PRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMERS INTENDED PROJECT. CUSTOMERS SHOULD HAVE A QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.**</b>								
2612T2	0	0	**#2** TREATED 2 X 6 X 12FT	EA	8.350EA	0.00		
2616T2	0	0	**#2** TREATED 2 X 6 X 16FT	EA	12.150EA	0.00		
2610TGT	*	0	T&G TREATED 2 X 6 - 10FT	PC	10.750PC	0.00		
2616TGT	0	0	T&G TREATED 2 X 6 - 16FT	PC	16.950PC	0.00		
288T	0	0	#2 TREATED 2 X 8 - 8FT	PC	7.250PC	0.00		
2810T	0	0	#2 TREATED 2 X 8 - 10FT	PC	9.550PC	0.00		
2812T	0	0	#2 TREATED 2 X 8 - 12FT	PC	11.500PC	0.00		
2814T	0	0	#2 TREATED 2 X 8 - 14FT	PC	13.250PC	0.00		
2816T	0	0	#2 TREATED 2 X 8 - 16FT	PC	16.250PC	0.00		
2108T	0	0	#2 TREATED 2 X 10 X 8FT	PC	8.990PC	0.00		
21010T	0	0	#2 TREATED 2 X 10 - 10FT	PC	13.450PC	0.00		
21012T	0	0	#2 TREATED 2 X 10 - 12FT	PC	16.750PC	0.00		
21014T	0	0	#2 TREATED 2 X 10 - 14FT	PC	19.980PC	0.00		
21016T	0	0	#2 TREATED 2 X 10 - 16FT	PC	22.350PC	0.00		
2128T	0	0	#2 TREATED 2 X 12 - 8FT	PC	14.490PC	0.00		
21212T	0	0	#2 TREATED 2 X 12 - 12FT	PC	21.850PC	0.00		
21216T	0	0	#2 TREATED 2 X 12 - 16FT	PC	28.000PC	0.00		
148T1	0	0	#1 TREATED 1 X 4 - 8FT	PC	4.600PC	0.00		
168T1	0	0	#1 TREATED 1 X 6 - 8FT	PC	7.450PC	0.00		
188T	0	0	#1 TREATED 1 X 8 - 8FT	PC	9.950PC	0.00		
448T	0	0	#2 TREATED 4 X 4 - 8FT .40	PC	8.990PC	0.00		

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER. HOWEVER,

WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

SUB-TOTAL

TAX %

TAX AMOUNT

TOTAL

\* WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.  
All merchandise must be checked when received. No charge for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

- NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and readings are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to any unpaid balance past 30 days.

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

Ben Timko's 765-Deck  
JOB ORDER

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
FW42606-3S	10' EASTPORT STAIR RAILS			\$ 35.23	\$ 8.91
	<b>RAIL REINFORCEMENT</b>				0
F-3709-1	6' STEEL INSERTS			\$ 11.65	\$ 6.7
F-38882-5	6' STEEL HEAVY INSERTS			\$ 13.58	\$ 10.2
F-39709-2	8' STEEL INSERTS			\$ 121.42	\$ 8.2
F-38882-6	8' STEEL INSERTS HEAVY			\$ 18.81	\$ 13.7
F-3709-3	10' STEEL INSERTS			\$ 25.23	\$ 18
F-38882-7	10' STEEL INSERTS HEAVY			\$ 31.85	\$ 22.5
	<b>SCREWS &amp; TRIM</b>				0
SS8675	STAINLESS STEEL SCREWS			\$ 0.17	\$ 0.01
FULL BOX QUAN 20	C-CHANNEL			\$ 12.53	\$ 67.2
DA80892-7	C-CHANNEL			\$ 13.73	\$ 3.36
D80751	T-STRIP			\$ 12.54	\$ 3.24
DA80752-3	WIDE L-TRIM			\$ 12.54	\$ 3.3
39-A20420	PUSH PINS (SOLD IN 50 QUAN.)			\$ 0.20	\$ 0.001
	<b>VINYL POSTS</b>				0
FW77861-74CX	253" 4"X4" VINYL SLEVE			\$ 67.44	\$ 26.89
FW36710-15CX	289" 5"X 5" VINYL SLEVE			\$ 110.10	\$ 17.84
FW43288-10CX	120"X 6" VINYL SLEVE			\$ 33.44	\$ 18.37
	<b>DECK-LOK DECKING</b>				0
DL1000-12 DRFT	GRAY DECK LOK 12'			\$ 28.80	\$ 16.04
DL1000-16 DRFT	GRAY DECK LOK 16'			\$ 38.40	\$ 21.28
DL1000-20 DRFT	GRAY DECK LOK 20'			\$ 48.00	\$ 26.6
DL1000-24 DRFT	GRAY DECK LOK 24'			\$ 57.60	\$ 31.92
DL1000-12 SAND	TAN DECK LOK 12'			\$ 28.80	\$ 16.04
DL1000-16 SAND	TAN DECK LOK 16'			\$ 38.40	\$ 21.28
DL1000-20 SAND	TAN DECK LOK 20'			\$ 48.00	\$ 26.6
DL1000-24 SAND	TAN DECK LOK 24'			\$ 57.60	\$ 31.92
BUNDLE QUAN	UNOPENED BUNDLE \$2.24 L.N. F.T.				0
5 BUNDLE QUAN	FIVE BUNDLES \$2.08 L.N.F.T.				0
	<b>SUB TOTAL</b>				
	<b>TAX</b>				
	<b>SHIPPING</b>				
	<b>GRAND TOTAL</b>				

Customer Signature \_\_\_\_\_

Thank You

We look forward to serving you in the future....

Bcn Timko's 765-Deck  
JOB ORDER

		ALL ITEMS STOCKED IN TAN/ WHITE GRAY AND CLAY COLORS LIMITED			
A=ALPINE WHITE W=136 STANDARD WHITE B=TAN G=GRAU C=CLAY					
PART NUMBER	CLR.	DESCRIPTION	QUAN.	PRICE	TOTAL
PICKETS					
EA42220-3		SHEFFIELD 1.4" PICKET		\$ 3.53	
EA42463-1CX		EASTPRO RT 1.4 SPINDLE		\$ 4.46	
MOUNTS					
F-42592		SOLID SURFACE MOUNTS 4"		\$ 47.47	
F-43166		SOLID SURFACE MOUNT 30" HIGH		\$ 32.68	
F-37940		DECK POST MOUNT		\$ 27.17	
WALL MOUNTS					
EA38327		STAIR MOUNTS		\$ 2.54	
EA42007		UNIVERSAL WALL MOUNTS		\$ 1.89	
DECK POSTS					
FA77861-2		38" NEWEL POSTS 4"		\$ 13.60	
FA77862, 3, 4		ROUTERED NEWEL POST 4"		\$ 15.05	
POST CAPS & SKIRTS					
FW42177		NEW ENGLAND STYLE CAPS 4"		\$ 4.66	
FW77873		DOME CAPS 4" POST CAPS		\$ 7.28	
FW39524		GOTHIC 4" POST CAPS		\$ 4.95	
FA37230		POST SKIRTS 4"		\$ 1.67	
FA37623		POST SKIRTS 5"		\$ 2.18	
RAILS					
FW43606-2		8' EASTPORT RAILS		\$ 30.04	
FW43606-2S		8' EASTPORT STAIR RAILS		\$ 31.66	
FW42606-1		6' EASTPORT RAILS		\$ 22.91	
FW42606-1S		6' EASTPORT STAIR RAILS		\$ 22.54	
FW42606-3		10' EASTPORT RAILS		\$ 34.14	
					\$ 8.91
					0

Customer Signature \_\_\_\_\_

Thank You

We look forward to serving you in the future....

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

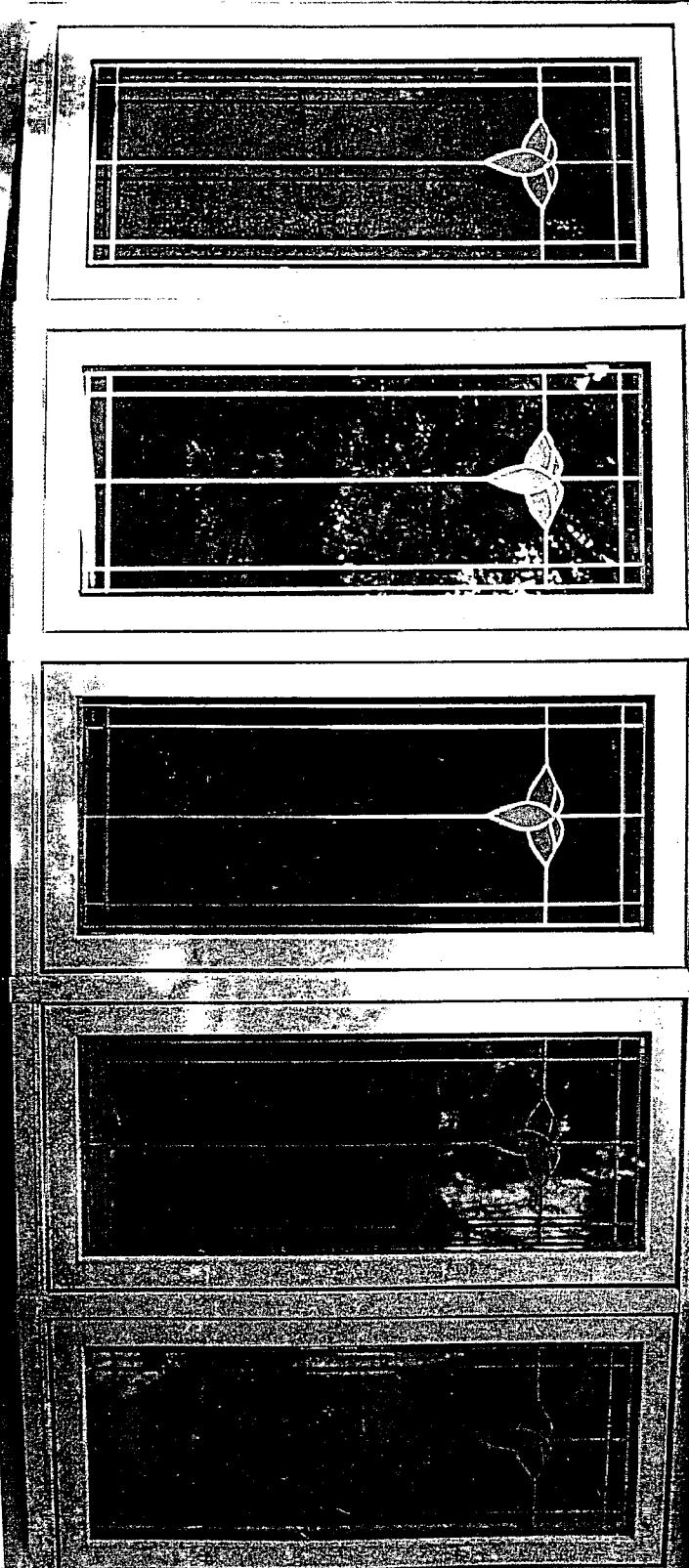
# COMMISSION SHEET

<b>DECKING</b>	<b>S.Q. F.T. LIST PRICE</b>	<b>11%</b>
	<b>S.Q. F.T. DISCOUNT</b>	<b>10%</b>
	<b>S.Q. F.T. LAST</b>	<b>7%</b>
<b>ALL</b>	<b>STEPS</b>	<b>8%</b>
<b>ALL</b>	<b>ADD ONS</b>	<b>5%</b>
<b>ALL RAILING ITEMS</b>		<b>9%</b>

**Boyle Brothers  
Gardens**

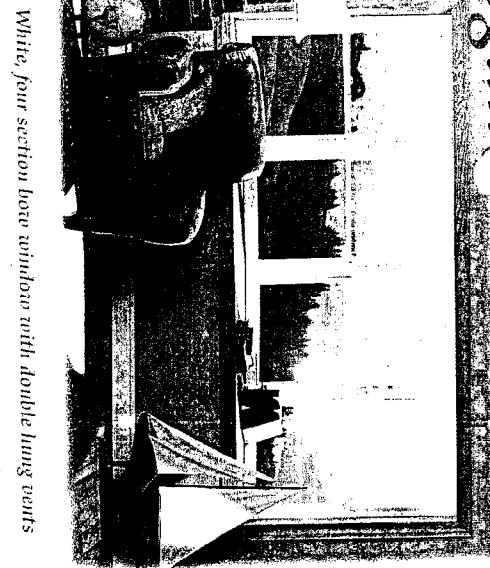
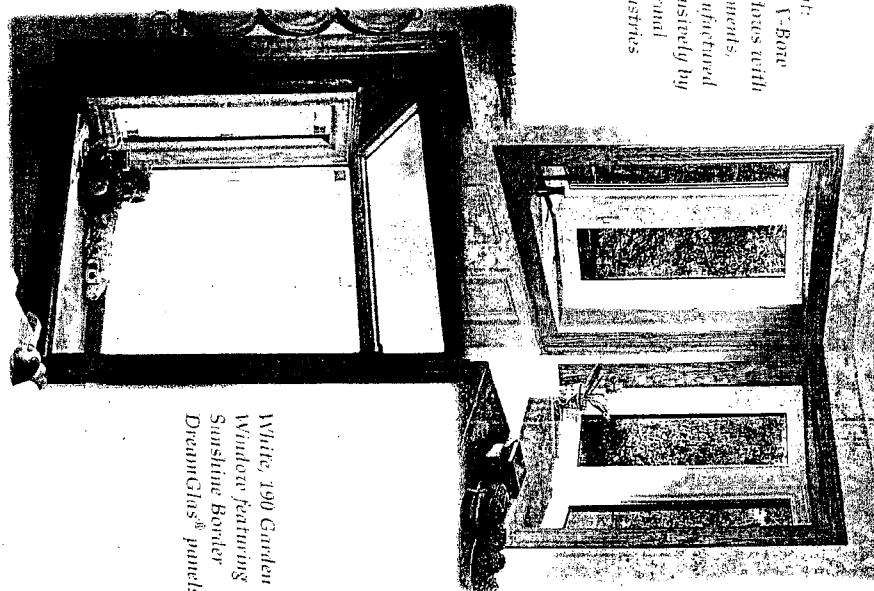
Boyle Industries, Inc.

765-DECK  
Call Today!



**WELCOME TO Boyle Brothers  
Gardens**

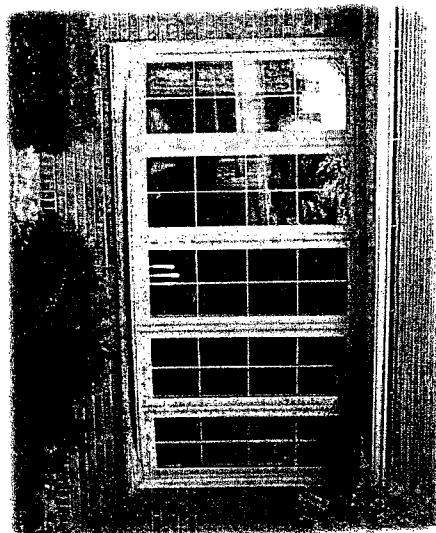
# elegant<sup>®</sup>



White, four section bay window with double hung vents

Right:  
Two V-Bow  
windows with  
casements,  
manufactured  
exclusively by  
Thermal  
Industries

Windows by selecting  
from the beautiful  
decorative options of  
DreamGlas® panels,  
which combine insulating glass technology  
with the elegant look of stained glass.



Earthstone, five section  
bay window colonial  
muntins and a soft roof



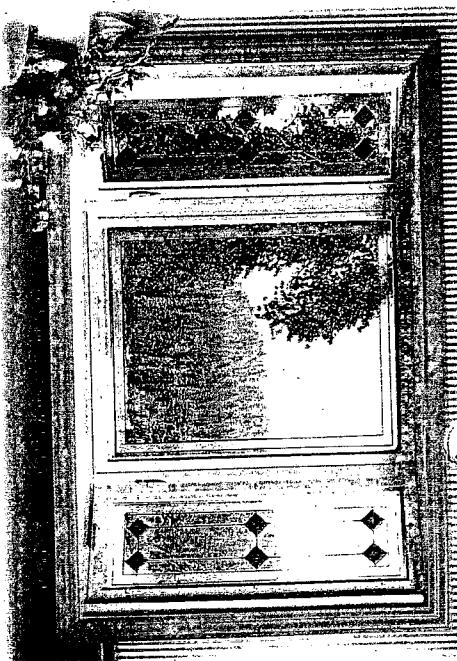
Center photo: Dream® Wood II four-section Bow Window featuring  
\*NOTE: Dream® Wood II not available in Garden Window Style

White, bay window featuring  
casements and a soft roof, standing  
seam metal hip roof

another beautiful choice is a Dream®

Wood\* II Bay or Bow Window.

**A** Dream® Wood II Windows are 100 percent vinyl on the exterior of your home. Inside, the windows feature real Ponderosa Pine that can be painted or stained to match and complement your existing wood work. Or, choose the Natural WoodGrain option, a pine or oak, simulated wood grain laminate that will also give you complete flexibility to have the interior color of your choice through either painting or staining.

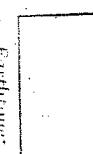


White, bay window featuring Ice Diamonds Diamond Glass panels

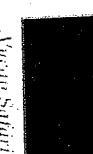
#### Color Options



White



Earthone

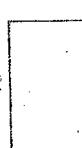


Vintage Safari Brown

#### Paintable/Stainable Interior Options



Oak



Pine

\* Printed colors may vary from actual product

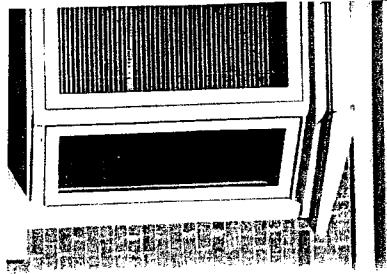
Exterior view of the 290 Garden Window with optional sill muffler for added insulation



Optional folding handle in earthone

Optional folding handle in earthone

Exterior view of the 290 Garden Window with optional sill muffler for added insulation



White, bay window featuring double hung vents with the exclusive Circle

**Dream**

# comfort, energy savings and style...

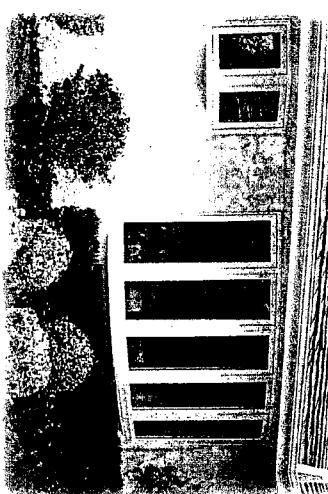
## Features:

- ❖ Solid Vinyl Fusion-Welded Construction
- ❖ Performance Insulating 13/16" Glass
- ❖ PPG Intercept® Warm-Edge Technology\*
- ❖ Treated & Sealed Seat & Header
- ❖ Pine Colonial Style Casing on Garden 290 & Sellebility Style Bays & Bows
- ❖ Hand-Sanded 1-1/4" Birch Veneer Surround
- ❖ Corrosion-Resistant Hardware
- ❖ Over-the-Edge Exterior Design
- ❖ Wood Knee Brace Supports (Garden Styles)
- ❖ Safety Laminated Glass Roof (Garden Windows)
- ❖ Custom Made Depths in 1/8" Increments
- ❖ White Color

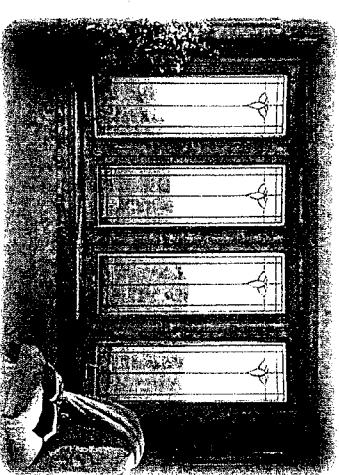
\*Not Available in 290 Garden Window

## Options:

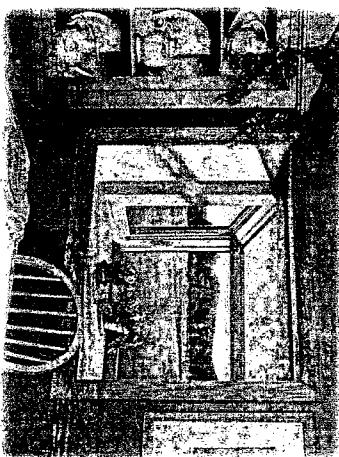
- ❖ Peak Performance™ Argon Enhanced Low-E Glass
- ❖ Super Peak Performance™ Krypton Enhanced Low-E Glass
- ❖ SunClean™ Self-Cleaning Glass
- ❖ DreamGlas® Gallery Collection: Jewel Cut, Etched, Color & Came Panels
- ❖ Casement or Double Hung Style Vents
- ❖ High-Grade 1 1/4" Oak Veneer Surround
- ❖ Custom Hip or Shed Roofs (Shingle or Metal)
- ❖ Removable Wood Grids for DreamWood II & Natural WoodGrain Products
- ❖ Cable Supports (Bay or Bow Styles)
- ❖ Aluminum Knee Brace Supports (Bay or Bow Styles)
- ❖ Wood Knee Brace Supports (Bay or Bow Styles)
- ❖ Earthtone or Vycap Safari Brown Exterior Colors
- ❖ Box Bay Style
- ❖ Garden Window Shelf
- ❖ Solid Oak Colonial Casing
- ❖ Sill Muffler for Increased Thermal Efficiency



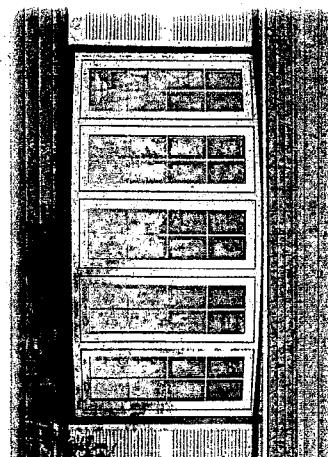
*White, five-section bow window with soffit roof*



*Earthtone, four-section bow window with Gentle Blossom DreamGlas® panels*



*Garden Window 290 with Oak Natural WoodGrain*



*White, five-section bow window featuring colonial muntins and a shingled, shed-style, extended roof*

XL122C 50M

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301 Brushton Avenue, Pittsburgh, PA 15221

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**Glass Technology**  
s i n c e 1 9 8 3

WIDTH-	11	16	21	26	31	36	41	46	51	56	61	66	71	76	81	86	91	96	101	106	111	116	122
20	\$306	\$318	\$331	\$343	\$355	\$367	\$380	\$392	\$404	\$416	\$429	\$539	\$553	\$567	\$582	\$595	\$609	\$624	\$638	\$651	\$666	\$680	\$696
25	\$318	\$331	\$343	\$355	\$367	\$380	\$392	\$404	\$416	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$624	\$638	\$651	\$666	\$680	\$694	\$705
30	\$331	\$343	\$355	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$624	\$638	\$651	\$666	\$680	\$694	\$705	\$716
35	\$343	\$355	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$624	\$638	\$651	\$666	\$680	\$694	\$705	\$716	\$727
40	\$355	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$959	\$982	\$1,004	\$1,027	\$1,049	\$1,073	\$1,099	
45	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$959	\$982	\$1,004	\$1,027	\$1,049				
50	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$959	\$982	\$1,004							
55	\$392	\$404	\$416	\$525	\$539	\$553	\$567	\$582	\$595	\$891	\$913	\$936	\$958	\$982									
60	\$404	\$416	\$429	\$539	\$553	\$567	\$582	\$595	\$891	\$913	\$936	\$958	\$982										
65	\$416	\$429	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$958	\$982											
70	\$429	\$441	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$958	\$982												
75	\$441	\$453	\$567	\$582	\$595	\$609	\$913	\$936	\$958	\$982													
80	\$453	\$465	\$582	\$595	\$609	\$624	\$936	\$958	\$982														
85	\$465	\$582	\$595	\$609	\$624	\$936	\$958	\$982															
90	\$477	\$595	\$609	\$624	\$638	\$958	\$982	\$1,004															
97	\$496	\$615	\$629	\$642	\$653	\$990	\$1,014																

IF SIZE IS SMALLER GO TO NEXT LARGEST WIDTH AND HEIGHT FOR CORRECT PRICE

MAXIMUM SIZE DOUBLE PANE- 30 SQUARE FEET (Performance or Peak Performance)

MAXIMUM SIZE TRIPLE PANE- 22 1/2 SQUARE FEET (Super Peak Performance) 124 UNITED INCHES

Earthone- Add 4%

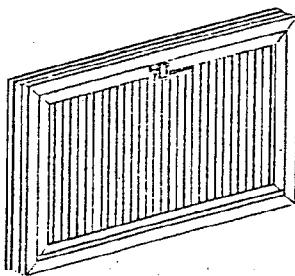
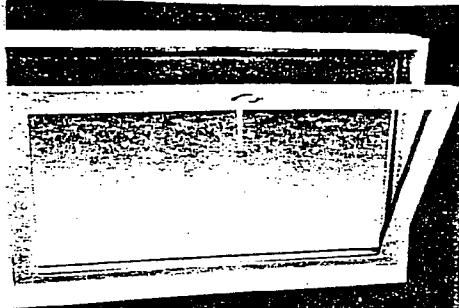
Natural WoodGrain- Add 10%

Vycap Safari Brown- Add 20%

5/15/2000

REVISED

PICTURE  
WINDOW

THERMAL  
INDUSTRIES, INC.Hopper Window  
BLT/BLTX

BLTX

Manufactured by  
Thermal Industries, Inc.Prices subject to change  
without notice.Exolite® is a registered  
trademark of CYRO In-  
dustries.PPG Intercept is a regis-  
tered trademark of PPG  
Industries.**Hopper Window - BLT/BLTX**

The Hopper is a solid vinyl, fusion welded frame and sash hopper replacement window, with a cam handle lock and removable full screen. A choice of Exolite® or  $13/16$ " PPG Intercept® Warm Edge Insulating Glass is available as glazing. The sash tilts in for ventilation or cleaning. Header expander, and fasteners are included for normal installation.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**LIST**

	19	22	25	28	31	34	37	40	43	46	49
10	\$293	\$305	\$318	\$330	\$342	\$354	\$366	\$378	\$391	\$403	\$416
13	\$305	\$318	\$330	\$342	\$354	\$366	\$378	\$391	\$403	\$416	\$428
16	\$318	\$330	\$342	\$354	\$366	\$378	\$391	\$403	\$416	\$428	\$451
19	\$330	\$342	\$354	\$366	\$378	\$391	\$403	\$416	\$428	\$451	\$463
22	\$342	\$354	\$366	\$378	\$391	\$403	\$416	\$428	\$451	\$463	\$475
25	\$354	\$366	\$378	\$391	\$403	\$416	\$428	\$451	\$463	\$475	\$488
28	\$366	\$378	\$391	\$403	\$416	\$428	\$451	\$463	\$475	\$488	\$501
31	\$378	\$391	\$403	\$416	\$428	\$451	\$463	\$475	\$488	\$501	\$513
36	\$399	\$411	\$424	\$447	\$460	\$472	\$484	\$496	\$508	\$520	\$532

Earthtone- Add 4%

Natural WoodGrain- Add 10%

EXOLITE ADD 15% (available in clear or bronze, specify on order)

NEW WOOD FRAME add

\$150

NEW WOOD SILL (if remove built up concrete base add)

\$105

**EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	18 $1/2$ "	48"
Height	10 $1/4$ "	35 $3/4$ "

NOTE: All windows are made to the exact size;  $1/4$ ",  $1/2$ ",  $3/4$ " and whole inch.**General Information**

- The BLT & BLTX are available in **Natural WoodGrain**. The standard color for interior jambs & header is Vycap Woodtone with Earthtone hardware.
- White & Earthtone jambs and headers are available but must be specified on the order.
- The BLT & BLTX are not available in Vycap Safari Brown.
- Dryer vent clearance holes (4) available at ea (Exolite® only). Specify location on order form.
- Exolite® is a double skinned acrylic sheet with integral ribs for superior strength and insulating qualities. Available in colorless and bronze tints. (White & Earthtone - optional)

**Options**

See "Options" price list for information and pricing on muntins, glass options, etc.

**United Inches**

Frame width plus frame height equals United Inch (U.I.). Round fractions up to the next whole inch.

BASEMENT  
WINDOW



Exolite® is a registered trademark of CYRO Industries.

PPG Intercept is a registered trademark of PPG Industries.

**Dealer List Prices****THERMAL  
INDUSTRIES, INC.****Awning Window:**

Awning - AWT  
Awning Deadlite - ADL  
Dream<sup>®</sup>Wood - AWTDW

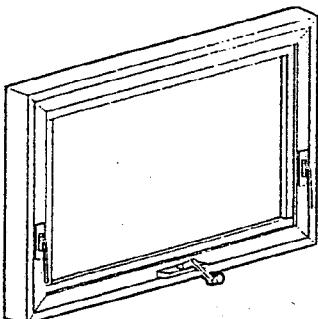
**Awning Window****May 15, 2000**

The Awning Window is a solid vinyl, dual glazed fusion welded frame and sash replacement window, with  $13/16$ " PPG Intercept<sup>®</sup> Warm Edge Insulating Glass, Dual Flush Mount Secure Locks, Maxim<sup>™</sup> E-Gard<sup>®</sup> Hardware center operator with contoured handle and full screen. It employs beefy glazing for maximum durability and strength. The Awning Window is available in Vycap, Dream<sup>®</sup>Wood and Natural WoodGrain styles. Header expander and fasteners are included for normal installation.

Vycap is a capstocking process that co-extrudes a different color vinyl onto a white vinyl base. The Vycap Safari Brown color is outside the home.

Dream<sup>®</sup>Wood is a combination wood and vinyl replacement window. The interior window main-frame and glazing beads incorporate a Ponderosa pine wood veneer laminate. All wood is stain ready.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**Dealer List Prices - Awning Window - AWT (White)****LIST**

	14 1/4 - 17	18 - 22	23 - 28	29 - 36
19 - 24	\$465	\$512	\$548	\$583
25 - 30	\$512	\$550	\$583	\$619
31 - 36	\$548	\$579	\$619	\$657
37 - 42	\$579	\$615	\$657	\$692
43 - 51 1/4	\$615	\$652	\$690	\$728

**Natural WoodGrain- Add 10%****Earthtone- Add 4%****Vycap Safari Brown- Add 20%****Dreamwood- Add \$79 per Section****Super Peak Maximum:**

S.S.      D.S.  
74 UI    61 UI

**EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	18 3/4"	51 1/4"
Height	14 1/4"	36"
ADL Width <sup>1</sup>	18 3/4"	51 1/4"
ADL Height <sup>1</sup>	14 1/4"	96 1/4"

<sup>1</sup> Must not exceed 22 1/2 sq. ft. of glass.

**NOTE: All windows are made to the exact size; 1/4", 1/2", 3/4" and whole inch.**

**General Information****Options**

• The Awning is available in *Natural WoodGrain*. The standard color for interior jambs & header is White with Earhtone hardware.

Jambs and header colors will always match the exterior vinyl color.

• Stacked multiple units are available. See chart on reverse side of this page for details.

• The low profile, folding operator handle is standard on the Dream<sup>®</sup>Wood Awning Window.

• Frame width plus frame height equals United Inch (U.I.). Round fractions up to the next whole number.

An optional vent limiter is available for per vent. It limits the amount a vent can be opened while easily disengaging for window cleaning.

An optional low profile folding operator handle is available for other Awning windows at per vent.

Colonial muntins are available in vents and deadlites.

For removable wood colonial grilles, see "Options" price list.

For removable wood Prairie grilles, see "Prairie & Geo Muntin Patterns" price list.

Nailing fins are available. See "Options" price list.

See "Options" price list for information and pricing on muntins, glass options, etc.

Manufactured by  
Thermal Industries, Inc.  
Prices subject to change  
without notice.

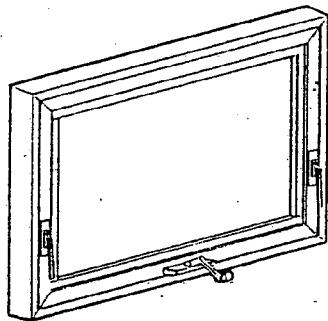
Maxim and E-Gard  
Hardware are registered  
trademarks of Truth Indus-  
tries.

PPG Intercept is a reg-  
istered trademark of  
PPG Industries.



**THERMAL  
INDUSTRIES, INC.**

**Awning Window  
Unit Combinations**



**Awning Window Unit Combinations**

**May 15, 2000**

**AW1 (1 Wide)**

		Description	Code
		Awning Vent	V
		Deadlite	D
		Picture Window	P

1	2	3	4	5	6
V	D	V V	D V	V D	D D
P V	P D	V P	D P	V V V	V V D
V D D	V D V	D D D	D V D	D D V	D V V
V V P	V D P	D V P	D D P	V P V	V P D
D P V	D P D	P V V	P V D	P V D	P D D
25	26	27	28	29	30
D P V	D P D	P V V	P V D	P D V	P D D
31					
P					

**General Information**

- For all windows with a "P": vents and deadlites will be  $\frac{1}{2}$  (2-sections) or  $\frac{1}{4}$  (3-sections) unless vent height is specified.

- It is recommended that any deadlite or picture window above a vent be supported so that no weight is distributed onto the vent.



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Thermal Industries, Inc.  
Prices subject to  
change without notice.

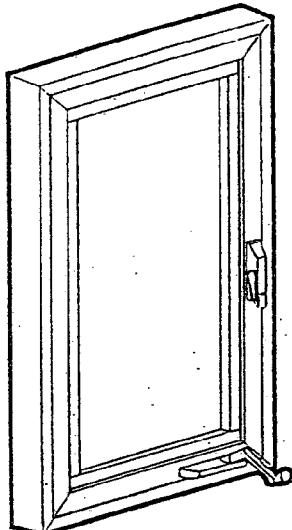
## Dealer List Prices

**THERMAL  
INDUSTRIES, INC.**

### Casement Window

Sellebrity - CH

Dream<sup>®</sup>Wood - WH



## Casement Window

revised **May 15, 2000**

The Casement Window is a solid vinyl, dual glazed welded frame and sash replacement window, with  $\frac{1}{8}$ " PPG Intercept<sup>®</sup> Warm Edge Insulating Glass, compression seals, Maxim<sup>™</sup> E-Gard<sup>™</sup> Hardware, contoured handle, concealed hinges and full vent screen. The Casement has the Integral Mullion System featuring up to five (5) units in one main frame. It also has the unique Dual Action Multi-Point Locking System on each window frame height over  $26\frac{1}{4}$ ". The Casement is available in Vycap and Dream<sup>®</sup>Wood styles. Header expander and fasteners are included for normal installation.

Vycap is a capstocking process that co-extrudes a different color vinyl onto a white vinyl base. The Vycap Safari Brown color is outside the home.

Dream<sup>®</sup>Wood is a combination wood and vinyl replacement window. The interior window mainframe and glazing beads incorporate a Ponderosa pine wood veneer laminate. All wood is stain ready.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

### Dealer List Prices - Casement Window - CH (White)

		15"-23"	24"-35"	36"-47"	48"-59"	60"-73"	
LIST	1	16"-17"	\$400	\$460	\$519	\$565	
	1	18"-27"	\$446	\$508	\$569*	\$644	
	1	28"-32"	\$513	\$596	\$661*	\$748	
	2	28"-35"	\$602	\$749	\$840	\$932	
	2	36"-47"	\$683	\$803	\$897	\$1,037	
	2	48"-58"	\$748	\$840	\$941*	\$1,079	
	2	59"-66"	\$811	\$941	\$1,066	\$1,242	
	3	49"-59"	\$735	\$866	\$1,025	\$1,139	
	3	60"-71"	\$784	\$910	\$1,073	\$1,195	
	3	72"-83"	\$816	\$1,007	\$1,122	\$1,243	
	3	84"-120"	ADD PER UI:				\$5*
	4	72"-83"	\$1,367	\$1,606	\$1,793	\$2,075	
	5	72"-83"	\$1,460	\$1,706	\$1,918	\$2,238	
	4 or 5	83"-130"	ADD PER UI:				\$5*

\* Any single frame over 100 UI and any frame higher than  $74\frac{1}{2}$ " requires a transome at an additional cost (SEE PICTURE/TRANSOME PRICE LIST)

### EXACT Size and Manufacturing Specifications

Frame	WIDTH Minimum	WIDTH Maximum	HEIGHT Minimum	HEIGHT Maximum	Maximum Frame U.L per vent
1-section	15"	34"	14 $\frac{1}{4}$ "	74 $\frac{1}{2}$ "	100 U.I.
2-section	29 $\frac{1}{4}$ "	67 $\frac{1}{4}$ "	14 $\frac{1}{4}$ "	74 $\frac{1}{2}$ "	132 U.I.
3-section ( $\frac{1}{3}$ , $\frac{1}{3}$ , $\frac{1}{3}$ )	43 $\frac{1}{4}$ "	100 $\frac{1}{4}$ "	14 $\frac{1}{4}$ "	74 $\frac{1}{2}$ "	163 U.I.
3-section ( $\frac{1}{4}$ , $\frac{1}{4}$ , $\frac{1}{4}$ )	53 $\frac{1}{4}$ "	120"	14 $\frac{1}{4}$ "	74 $\frac{1}{2}$ "	181 U.I.
4-section ( $\frac{1}{5}$ , $\frac{1}{5}$ , $\frac{1}{5}$ , $\frac{1}{5}$ )	57 $\frac{1}{2}$ "	130"	14 $\frac{1}{4}$ "	74 $\frac{1}{2}$ "	192 U.I.
5-section ( $\frac{1}{6}$ , $\frac{1}{6}$ , $\frac{1}{6}$ , $\frac{1}{6}$ , $\frac{1}{6}$ )	71 $\frac{1}{2}$ "	130"	14 $\frac{1}{4}$ "	74 $\frac{1}{2}$ "	192 U.I.

**NOTE: All windows are made to the exact size;  $\frac{1}{4}$ ",  $\frac{1}{2}$ ",  $\frac{3}{4}$ " and whole inch.**

### General Information

- The center section of a 3-section casement is always non-operational and cannot exceed  $22\frac{1}{2}$  sq. ft. of glass.
- Deadlites are not removable.
- For 3, 4 or 5-section windows, when ordering combinations of vents and deadlites, choose one of the following: (a) desired width of deadlites (b) desire for equal sections or (c) (3-section only) desire for center deadlite to be 50% of width with vents 25% each. Widths over  $100\frac{1}{4}$ " cannot have 3 equal sections.
- Earthtone hardware is standard on Dream<sup>®</sup>Wood and Natural WoodGrain windows.

- Four or five-section casements can only have vents in the end sections.
- On vents you must specify whether hinges are on the left or right. Hinges cannot be on the mullion side of the sash.
- Dual point Multi-Locks are not available on heights under  $26\frac{1}{4}$ ". (In this case, a Single Point Multi-Lock will be used.)
- A three point Multi-Lock and hinge side center support are standard on heights over  $58\frac{1}{4}$ ".
- Frame width plus Frame height equals United Inch (U.I.). Round fractions up to the next whole inch.

### Options

The low profile folding operator handle is standard on the Dream<sup>®</sup>Wood Casement.

An optional low profile folding operator handle is available for other casements at \_\_\_\_\_ per vent.

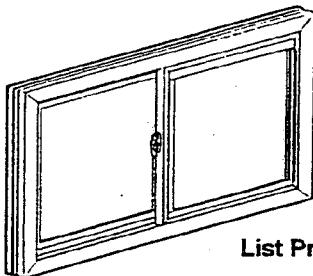
For multi-section casements with only one vent, deduct \_\_\_\_\_

For removable wood Prairie grilles, see "Prairie & Geo Muntin Patterns" price list.

An Egress style 2-section casement is also available. One sash operates and locks as a conventional casement window. The other sash has the center mullion attached to it and opens by pushing outward in an emergency (Not for venting). This allows an unobstructed clear opening with both sashes open. Call for available sizes which will meet your code requirements.

### Super Peak Maximum:

S.S.	D.S.
89 UI	78 UI
122 UI	110 UI
3	
1/3 1/3 1/3	136 UI 151 UI
1/4 1/2 1/4	127 UI 151 UI
4	177 UI 159 UI

THERMAL  
INDUSTRIES, INC.EuroWeld  
Slider Window  
SDG 51

List Price

**EuroWeld Slider Window – SDG 51**

The SDG 51 is a solid vinyl, dual glazed fusion welded frame and narrowline sash replacement window with  $13/16$ " PPG Intercept® Warm Edge Insulating Glass, Flex-Seal Glazing, full vinyl interlock, EntryGard Lock, full vinyl hand rails and half screen. The sashes slide on a removable track liner and lift out of the main frame for easy cleaning. Double locks are standard on heights over  $39\frac{3}{4}$ ". Header expander and fasteners are included for normal installation.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**Dealer List Prices – SDG 51 2-Section (White)**

UNITED INCHES								Over 118 Add /UI
0-51	52-61	62-71	72-81	82-91	92-99	100-108	109-118	
\$437	\$515	\$546	\$587	\$634	\$682	\$791	\$850	\$5
3 SECTION (Center deadlite) ADD TO THE ABOVE PRICES-								

Earthtone- Add 4%Natural WoodGrain- Add 10%

<u>Super Peak Maximum</u> -	2 Section	116 UI S.S, 116 UI D.S.
	3 Sec. 1/3 1/3 1/3	142 UI S.S, 144 UI D.S.
	3 Sec. 1/4 1/2 1/4	117 UI S.S, 142 UI D.S.

**EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width 2-Section	22 $\frac{1}{4}$ "	78"
Width 3-Section ( $\frac{1}{3}$ , $\frac{1}{3}$ , $\frac{1}{3}$ )	31 $\frac{3}{4}$ "	126 $\frac{1}{2}$ "
Width 3-section ( $\frac{1}{4}$ , $\frac{1}{2}$ , $\frac{1}{4}$ )	40 $\frac{3}{4}$ " -	126 $\frac{1}{2}$ " -
Height 2 or 3-Section	15 $\frac{1}{4}$ "	60"

*NOTE: All windows are made to the exact size;  $\frac{1}{4}$ ",  $\frac{1}{2}$ ",  $\frac{3}{4}$ " and whole inch.***General Information**

- The SDG 51 is available in Natural WoodGrain. The standard color for interior jambs & header is White with Earthtone hardware. Jambs and header colors will always match the exterior vinyl color.
- The SDG 51 is not available in Vycap Safari Brown.
- Center deadlite cannot exceed  $22\frac{1}{2}$  sq. ft. of glass.

**Options**

Optional external night latch, \$ per window. Nailing fins are available. See "Options" price list. See "Options" price list for information and pricing on muntins, glass options, etc.

**United Inches**

Frame width plus frame height equals United Inch (U.I.). Round fractions up to the next whole inch.

Manufactured by  
Thermal Industries, Inc.Prices subject to change  
without notice.

PPG Intercept is a registered trademark of PPG Industries.

**DH 300  
SPECIAL SERIES \$299 INSTALLED  
WITH 90 DAYS SAME AS CASH**

**WINDOW INCLUDES**

DOUBLE HUNG ONLY (NOT AVAILABLE IN TRIPLE PANE)

VIRGIN WHITE VINYL

WELDED FRAMES AND SASHES

TI LT SASHES

DOUBLE PANE PPG GLASS WITH LOW E AND ARGON GAS

NIGHT LATCHES

FIBERGLASS  $\frac{1}{2}$  SCREENS

20 YEAR WARRANTY

TEAR OUT REMOVAL OF OLD WINDOW

INSTALLATION OF NEW: INTERIOR STOPS & INSULATION

EXTERIOR CAULKING

**WINDOW PRICE TO 101 UNITED INCHES \$299 INSTALLED  
\$6 PER U.I. OVER**

**ADDITIONAL COSTS**

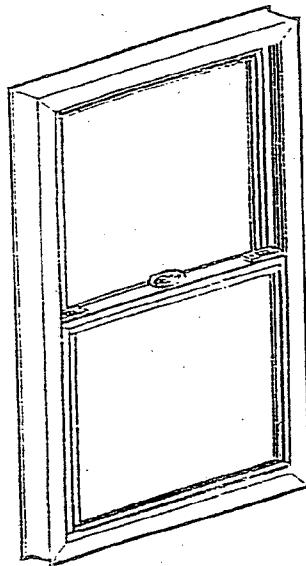
EXTERIOR ALUMINUM CAPPING	\$40
TAN COLOR	\$25

**ADDITIONAL ITEMS REFER TO WINDOW OPTIONS FOR COSTS!**

**COMMISSION IS AS FOLLOWS:**

**6% CASH DEAL  
6% 90 DAYS SAME AS CASH**

**THERE ARE NO DISCOUNTS ON THIS WINDOW**

**Dealer List Prices**THERMAL  
INDUSTRIES, INC.EuroWeld  
Double Hung  
Window  
DGT 53**EuroWeld Double Hung Window – DGT 53**

The DGT 53 is a solid vinyl, dual-glazed, fusion welded frame and narrowline sash double hung replacement window with  $15/16$ " PPG Intercept® Warm Edge Insulating Glass, Flex-Seal Glazing, full vinyl interlock, Weather Trac Sloped Sill, EntryGard Lock, full vinyl tilt rails, night latches, external Soft Edge tilt latches and half screen. Double locks are standard for widths over 39  $3/4$ ". Header expander and fasteners are included for normal installation.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**DGT53 Double Hung**

0-83 U.I.	84-101 U.I.	OVER 101 U.I.
\$532	\$587	\$7 PER U.I. OVER

**EARTHTONE TAN ADD**      **ADD 4%**  
**PINE OR OAK INTERIOR**      **ADD 10%**  
**ORIEL STYLE**      **ADD 15%**  
**SUPER PEAK MAXIMUM**      **119 U.I.**

Excaliber balance system

\*White and Earthtone Natural Woodgrain have Earthtone jambs.

\*White Natural Woodgrain window available with White jambs upon request.

**EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	15 $1/4$ "	51 $1/4$ "
Height	23 $1/2$ "	80"
Overall United Inches	—	125"

NOTE: All windows are made to the exact size;  $1/4$ ",  $1/2$ ",  $3/4$ " and whole inch.**General Information**

- Both sashes tilt in for easy cleaning.
- The DGT 53 is available in **Natural WoodGrain**. The standard color for interior jambs & header is Vycap Woodtone with Earthtone hardware.
- White & Earthtone jambs and headers are available but must be specified on the order.
- The DGT 53 is not available in Vycap Safari Brown.

**Options**

Nailing fins are available. See "Options" price list.

See "Options" price list for information and pricing on muntins, glass options, etc.

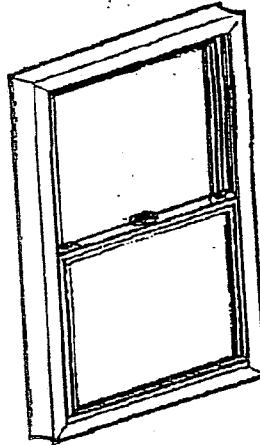
**United Inches**

Frame width plus frame height equals United Inch (U.I.). Round fractions up to the next whole inch.

Manufactured by  
Thermal Industries, Inc.

Prices subject to change  
without notice.



**Dealer List Prices****THERMAL  
INDUSTRIES, INC.****Designer  
Double Hung  
Window  
DGT 43****Designer Double Hung Window - DGT 43**

The DGT 43 is a solid vinyl, dual glazed, fusion welded frame and sash double hung replacement window with  $13/16$ " insulating glass, full vinyl deep-seated interlock, trimline lock, vinyl lift rails, night latches, external tilt latches and locking half screen. It employs beefy glazing for maximum durability and strength. Double locks are standard for widths over  $40\frac{7}{8}$ " OSM. Header expander and fasteners are included for normal installation.

Vycap is a capstocking process that co-extrudes a different color vinyl onto a white vinyl base. The Vycap Woodtone™ color is inside the home. The Vycap Safari Brown color is outside the home.

**Dealer List Prices - DGT 43 (White)**

0-83 U.I.	84-101 U.I.	OVER 101 U.I.
\$608	\$633	\$9 PER U.I. OVER

**VYCAP SAFARI BROWN  
ORIEL STYLE  
SUPER PEAK MAXIMUM** ADD 15%  
**119 U.I.**

**Size and Manufacturing Specifications**

Opening Size (OSM)	Minimum	Maximum	Made Every
Width	15 $\frac{1}{2}$ "	51 $\frac{7}{8}$ "	$\frac{1}{4}$ " & $\frac{3}{4}$ "
Height	23"	80 $\frac{7}{8}$ "	$\frac{1}{4}$ " & $\frac{3}{4}$ "
Overall United Inches		125 U.I.	

**General Information**

- Both sashes tilt in for easy cleaning.

**Options**

Nailing fins are available. See "Options" price list.

See "Options" price list for information and pricing on muntins, glass options, etc.

**United Inches**

Opening width plus opening height equals United Inch (U.I.). Round fractions up to the next highest inch.

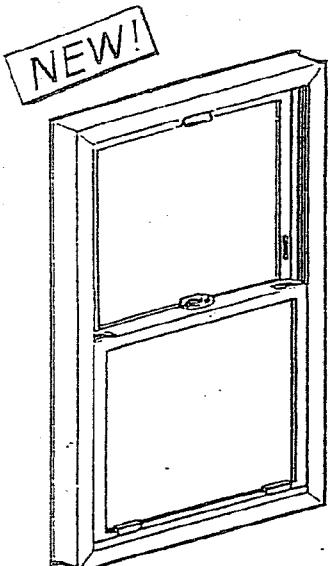


Manufactured by  
Thermal Industries, Inc.  
Prices subject to change  
without notice.

THERMAL  
INDUSTRIES, INC.The Dream® Vue  
Double Hung  
Window  
DGT 70**The Dream® Vue Double Hung Window - DGT 70**

The Dream® Vue Window is a solid vinyl, dual-glazed, fusion welded frame and narrowline sash double hung replacement window. The fashionable Contoured-Edge Sash with its external Flex-Seal Glazing sets The Dream® Vue Window apart from all other windows. Standard features include  $\frac{13}{16}$ " Peak Performance™ PPG Intercept® Warm Edge Insulating Glass with Low-E and Argon Gas, Integral Full Vinyl Interlock, Weather Trac Sloped Sill, EntryGard Lock, Exclusive Easy-Lift Handles (two on the bottom sash and one on the top sash), Secure Night Latches, Precision Mount Tilt Latches and locking fiberglass half screen. Double locks are standard for widths over 40 $\frac{1}{2}$ ". Header expander and fasteners are included for normal installation.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**Dealer List Prices - DGT 70 (White)**

	0-73 UI	74-83 UI	84-101 UI	Over 101 UI
<b>VYCAP SAFARI BROWN</b>	<b>\$662</b>	<b>\$696</b>	<b>\$783</b>	<b>\$9</b>

**Natural WoodGrain- Add 10%****Oriel- Add 15%****Super Peak Maximum - 119 UI Single S., 99 Double S.****USES EXCALIBUR BALANCE SYSTEM (BLOCK & TACKLE)****EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	15 $\frac{1}{4}$ "	51 $\frac{1}{4}$ "
Height	23 $\frac{1}{2}$ "	80"
Overall United Inches		125"

**NOTE: All windows are made to the exact size;  $\frac{1}{4}$ ",  $\frac{1}{2}$ ",  $\frac{3}{4}$ " and whole inch.****General Information**

• The DGT 70 is available in **Natural WoodGrain**.

**Options**

Picture Window and Slider models are available. Refer to separate price pages.

Nailing fins are available. See "Options" price list.

See "Options" price list for information and pricing on Super Peak Performance™ Glass, muntins, DreamGlas® and other options.

**United Inches**

Frame width plus frame height equals United Inch (U.I.). Round fractions up to the next whole inch.

**USES EXCALIBUR BALANCE SYSTEM (BLOCK & TACKLE)**Manufactured by  
Thermal Industries, Inc.Prices subject to change  
without notice.

PPG Intercept is a regis-



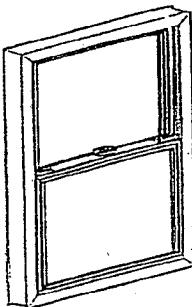
DGT70 Vycap window comes with white

# Thermal Industries, Inc.

5/1/2001

THERMAL  
INDUSTRIES, INC.

Dream® Wood II  
Double Hung  
Window  
DGT 80



## Dream® Wood II Double Hung Window - DGT 80

The Dream® Wood II Double Hung Window (DGT 80) is a solid vinyl, dual glazed, fusion welded frame and sash double hung replacement window with external Flex-Seal glazing. Standard features include Low-E Insulating Glass with PPG Intercept®, Argon Enhanced, Warm-Edge Glass, Integral Full Vinyl Interlock, Weather Trac Sill, Beefy Lock, Exclusive Easy-Lift Handles (two on the bottom sash and one on the top sash), Sentry Night Latches, Precision Mount Tilt Latches, the Excaliber Balance System and Locking Half Screen. The fashionable Contoured Edge Sash with its external glazing and real wood interior sets the DreamWood II Window apart as The Perfect Solution.

Standard color of Precision Mount Tilt Latches and Beefy lock is Earthtone. Standard vinyl color for interior jambs is Earthtone (White is optional). All exterior vinyl is white (Earthtone and Vycap Safari Brown are optional). Ponderosa Pine laminated header expander and fasteners are included for normal installation.

WHITE	0-73 UI \$668	74-83 UI \$696	84-101 UI \$741	Over 101 UI, Add/Ui \$9
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Earthtone- Add 4%

Vycap Safari Brown- Add 20% (white jambs)

Oriel- Add 15%

Super Peak Maximum - 119 UI Single S., 100 Double S.

Brass LOCK upgrade- Add \$55

**Earthtone hardware is standard. Earthtone jambs are standard on white and  
USES EXCALIBUR BALANCE SYSTEM (BLOCK & TACKLE)**

### EXACT Size and Manufacturing Specifications

Frame	Minimum	Maximum
Width	15 1/4"	51 1/4"
Height	23 1/2"	80"
Overall United Inches		125 U.I.

All windows are made to the exact size; 1/4, 1/2, 3/4 and whole inch.

**NOTE: A DreamWood slider window is NOT available.**

#### General Information

External wood and internal metal muntins cannot be ordered for the same sash.

Round color upcharges UP to the next whole dollar.

Double locks are standard on the DGT 80 over 39 3/4" wide.

Ponderosa Pine wood veneer laminate has the possibility of periodic finger jointing.

#### Options

A DreamWood slider window is NOT available.

White hardware is available at no extra charge.

Wood external snap-on colonial or prairie muntins, per sash (DreamWood II only, unfinished):

Bow and Bay windows can be ordered with DGT80 vents and/or Picture Windows.

per Bow or Bay Window.

See "Options" price list for information and pricing on DreamGlas, Super Peak Performance Glass, Contoured Muntins, Nailing Fins and other options.

#### United Inches

Opening width plus opening height equals united inch (U.I.). Round fractions up to the next highest inch.

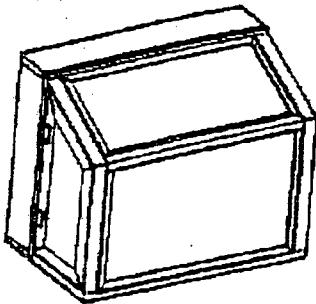
PPG Intercept is a registered trademark of PPG Industries.

Nailing fins are available, see "Options" price list.

See "Options" price list for information and pricing on muntins, glass options, etc.

**DREAMSPACE®**  
Thermal Industries, Inc.

Manufactured by  
© Thermal Industries, Inc.  
Prices subject to change  
without notice.

**Dealer List Prices****THERMAL  
INDUSTRIES, INC.****Garden Window 290  
GW 290****Trapezoid 290 Garden Window****May 15, 2000**

The Trapezoid Garden Window 290 is an over-the-edge design extended window comprised of solid vinyl, dual glazed fusion welded frame and sash casement windows with  $13/16$ " PPG Insulating Glass, compression seals, Maxim™ E-Gard® Hardware, contoured handle, concealed hinges and full vent screen. It has two uniquely designed trapezoid casement vents at a 90° angle to the center deadlite. Vents have the revolutionary Multi-Point Locking System with dual locking points on heights over 33 1/4" and triple locking points on heights over 72". All hardware is protected with E-Gard®, a superior chemical and corrosive resistant finish. The safety laminated glass roof is at a 120° angle to the center deadlite. Welded vinyl frames containing the roof, vents and deadlites are factory installed in a treated 1 1/4" birch veneer wood frame. The roof and front glass are glazed directly into a one-piece unibody frame offering maximum viewing and superior weather protection. All exposed areas of the wood jambs are completely covered with vinyl. Matching aluminum covers the underside of the sill. The Bow is available in Vycap Safari Brown. Decorative wood bracing with hardware, side expander and 2 1/2" feather-edge colonial pine casing are included for normal installation.

Vycap is a capstocking process that co-extrudes a different color vinyl onto a white vinyl base. The Vycap Safari Brown color is outside the home.

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**Dealer List Prices – Trapezoid Garden Window – GW290 (White)**

WIDTH	31-44	45-55	55-72
25-33	\$1,499	\$1,646	\$1,806
34-45	\$1,659	\$1,764	\$1,927
46-55	\$1,777	\$1,939	\$2,068
56-67	\$1,927	\$2,070	\$2,264
68-79	\$2,070	\$2,251	\$2,525
80-92	\$2,173	\$2,420	n/a

**Natural WoodGrain- Add 10%****Earthtone- Add 4%****Vycap Safari Brown- Add 20%****EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	24"	91 1/2"
Height	30 1/4"	71 1/2"
Wall Thickness	5"	10"

**NOTE: All windows are made to the exact size; 1/4", 1/2"; 3/4" and whole inch.****Projection is a constant 15 1/2"**Manufactured by  
Thermal Industries, Inc.Prices subject to change  
without notice.PPG is a registered  
trademark of PPG  
Industries.E-Gard® is a trade mark of  
Truth Hardware Corp.**General Information**

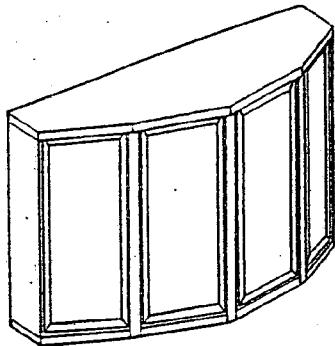
- The top of all Garden Windows must be fully flashed into the wall at the time of installation. Flashing should extend down to, but not beyond, the safety laminated glass area of the roof.
- The standard roof is clear safety laminated glass.
- Center deadlite cannot exceed 22 1/2 sq. ft. of glass.
- Casement vents are a constant 15 1/2" width.
- Air Conditioners must not be placed in any Garden Window.
- Use of supplied bracing is required on all Garden Windows.
- Dual point Multi-Locks are not available on heights under 32 1/4". In this case, a single point Multi-Lock will be used.
- All fractions for width and height must be rounded UP to the next whole inch.

**Options**

3 1/4" or 4 1/2" feather-edge colonial pine casing is available at an additional cost. See "Options" price list.

An oak veneer frame with 2 1/2" feather-edge colonial oak casing is available at an additional cost. (3 1/4" oak casing is optional.) See "Options" price list.

See "Options" price list for information and pricing on muntins, glass options, Sill Muffler, shelf, etc.

**Dealer List Prices****Bow Window****THERMAL  
INDUSTRIES, INC.****Bow Window****Sellebrity Bow - CHBOW****Dream®Wood Bow-WHBOW****General Information**

- Air Conditioners must not be placed in any Bow window.
- Dealer must determine need for bracing, especially with thin-walled structures and basement vents.
- It is recommended that casement vents NOT be placed consecutively in Bow windows. Bracing MUST be used when consecutive vents are used. See "Options" price list for bracing prices.
- All fractions for width and height must be rounded UP to the next whole inch.

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Industries.

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Truth Hardware Corp.

**May 15, 2000**

Revised 8/31/00

The Bow Window is an over-the-edge design extended window comprised of solid vinyl, dual glazed fusion welded frame and sash concealed hinge windows, with  $\frac{3}{8}$ " PPG Intercept® Warm Edge Insulating Glass, compression seals, Maxim™ E-Gard® Hardware, contoured handle, concealed hinges and full vent screen. Vents have the revolutionary Multi-Point Locking System with dual locking points on heights over 35", and triple locking points on heights over 63  $\frac{1}{4}$ ". All hardware is protected with E-Gard®, a superior chemical and corrosive resistant finish. Standard deadlites and optional vents are factory installed in a treated 1  $\frac{1}{4}$ " birch veneer wood frame. All exterior exposed areas of the wood jambs are completely covered with vinyl. Matching aluminum covers the underside of the sill. The Bow is available in Vycap and Dream®Wood styles. Side expander and 2  $\frac{1}{2}$ " feather-edge colonial pine casing are included for normal installation.

Vycap is a capstocking process that co-extrudes a different color vinyl onto a white vinyl base. The Vycap Safari Brown color is outside the home.

Dream®Wood is a combination wood and vinyl replacement window. The interior window main frame, mullions and glazing beads incorporate a Ponderosa pine wood veneer laminate. All wood is "stain ready".

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**Dealer List Prices - Bow Window - CHEB (White)**

Sections	23-41	42-54	55-68	69-78
3 48-56	\$1,895	\$2,074	\$2,275	\$2,445
3 57-68	\$2,086	\$2,173	\$2,465	\$2,740
4 62-80	\$2,159	\$2,404	\$2,800	\$3,075
4 81-92	\$2,289	\$2,639	\$2,990	\$3,265
5 81-92	\$2,536	\$2,860	\$3,224	\$3,516
5 93-104	\$2,860	\$3,136	\$3,517	\$3,891
5 105-116	\$3,136	\$3,414	\$3,893	\$4,184
5 117-128	\$3,386	\$3,850	\$4,188	\$4,560
5 129-144	\$3,672	\$4,069	\$4,436	\$4,769

**Vents- Add \$74 Each****Natural WoodGrain- Add 10%****Earthtone- Add 4%****Vycap Safari Brown- Add 20%****Dreamwood- Add \$79 per Section****EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	47 $\frac{1}{2}$ "	144"
Height	22 $\frac{1}{2}$ "	77 $\frac{1}{2}$ "
Wall Thickness	5"	10"

**NOTE: All windows are made to the exact size;  $\frac{1}{4}$ ",  $\frac{1}{2}$ ",  $\frac{3}{4}$ " and whole inch.**

**Projection is a constant 10"**

**Options**

For removable wood colonial grilles, see "Options" price list.

For removable wood Prairie grilles, see "Prairie & Geo Muntin Patterns" price list.

The top of all Bows must be protected from the elements. A roof is required whenever the overhang is more than 8" above the Bow top. Pre-fabricated hip or partially pre-fabricated shed roof (shingle or metal) is available at an additional cost. See "Options" price list.

A supportive pre-fabricated hip "under-root" is available at an additional cost. See "Options" price list.

3  $\frac{1}{2}$ " or 4  $\frac{1}{2}$ " feather-edge colonial pine casing is available at an additional cost. See "Options" price list.

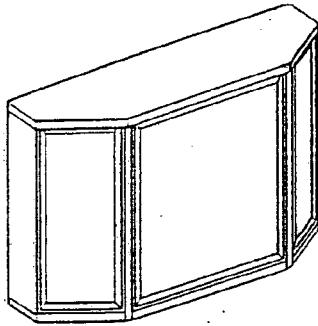
An oak veneer seat, header & side-board frame with 2  $\frac{1}{2}$ " feather-edge colonial oak casing is available at an additional cost. (3  $\frac{1}{2}$ " oak casing is optional.) See "Options" price list.

The low profile folding operator handle is standard on the Dream®Wood Casement.

The low profile folding operator handle is an option on other casement windows at per vent.

Double Hung vents can be substituted.

See "Options" list for other information.

**Dealer List Prices****THERMAL  
INDUSTRIES, INC.****Bay Window**Sellebrity Bay - CHBAY  
Dream®Wood Bay - WHBAY**Bay Window**

The Bay Window is an over-the-edge design extended window comprised of solid vinyl, dual glazed fusion welded frame and sash concealed hinge windows, with  $\frac{1}{2}$ " PPG Intercept® Warm Edge Insulating Glass, compression seals, Maxim™ E-Gard® Hardware, contoured handle, concealed hinges and full vent screen. Vents have the revolutionary Multi-Point Locking System with dual locking points on heights over 35", and triple locking points on heights over 63  $\frac{1}{4}$ ". All hardware is protected with E-Gard®, a superior chemical and corrosive resistant finish. Standard deadlites and optional vents are factory installed in a treated 1  $\frac{1}{4}$ " birch veneer wood frame. All exterior exposed areas of the wood jambs are completely covered with vinyl. Matching aluminum covers the underside of the sill. The Bay is available in Vycap and Dream®Wood styles. Side expander and 2  $\frac{1}{2}$ " feather-edge colonial pine casing are included for normal installation.

Vycap is a capstocking process that co-extrudes a different color vinyl onto a white vinyl base. The Vycap Safari Brown color is outside the home.

Dream®Wood is a combination wood and vinyl replacement window. The interior window main-frame, mullions and glazing beads incorporate a Ponderosa pine wood veneer laminate. All wood is "stain ready".

Natural WoodGrain is a simulated wood grain interior laminate, available in pine or oak grain, which offers the flexibility of either painting or staining in order to match existing wood trim or decor.

**Dealer List Prices - Bay Window - CHBAY (White)**

		23-41	42-54	55-68	69-78
LIST	48-56	\$2,045	\$2,224	\$2,425	\$2,595
	57-68	\$2,236	\$2,323	\$1,615	\$2,890
	69-80	\$2,309	\$2,554	\$2,950	\$3,225
	81-92	\$2,439	\$2,789	\$3,140	\$3,415
	93-104	\$3,286	\$3,564	\$4,043	\$4,334
	105-120	\$3,536	\$4,000	\$4,338	N/A

**Vents- Add \$74 Each****Natural WoodGrain- Add 10%****Earthtone- Add 4%****Vycap Safari Brown- Add 20%****Dreamwood- Add \$239****General Information**

- Air Conditioners must not be placed in any Bay window.
- Dealer must determine need for bracing, especially with thin-walled structures, which should be used in most Bays.
- All fractions for width and height must be rounded UP to the next whole inch.

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without notice.PPG Intercept is a  
registered trademark of PPG  
Industries.E-Gard® is a trade mark of  
Truth Hardware Corp.**EXACT Size and Manufacturing Specifications**

Frame	Minimum	Maximum
Width	47 $\frac{1}{2}$ "	120"
Height	22 $\frac{1}{2}$ "	77 $\frac{1}{2}$ "
Wall Thickness	5"	10"

NOTE: All windows are made to the exact size;  $\frac{1}{4}$ ",  $\frac{1}{2}$ ",  $\frac{3}{4}$ " and whole inch.

Projection is a constant 10"

**Options**

For removable wood colonial grilles, see "Options" price list.

For removable wood Prairie grilles, see "Prairie &amp; Geo Mullion Patterns" price list.

The top of all Bays must be protected from the elements. A roof is required whenever the overhang is more than 8" above the Bay top. Pre-fabricated hip or partially pre-fabricated shed roofs (shingle or metal) are available at an additional cost. See "Options" price list.

A supportive pre-fabricated hip "under-roof" is available at an additional cost. See "Options" price list.

3  $\frac{1}{2}$ " or 4  $\frac{1}{2}$ " feather-edge colonial pine casing is available at an additional cost. See "Options" price list.

An oak veneer seal, header & side-board frame with 2  $\frac{1}{2}$ " feather-edge colonial oak casing is available at an additional cost. (3  $\frac{1}{2}$ " oak casing is optional.) See "Options" price list.

The center section of a bay window is always non-operational and cannot exceed 22  $\frac{1}{2}$  sq. ft. of glass. However, an optional 2-section center deadlite is available at an additional cost. See "Options" price list.

Bays over 120" wide can be made with double hung vents only. Center deadlite cannot exceed 22  $\frac{1}{2}$  sq. ft. of glass. Price is per linear inch over 120" wide.

The low profile folding operator handle is standard on the Dream®Wood Casement.

The low profile folding operator handle is an option on other casement windows at per vent.

See "Options" price list for information and pricing on mullions, glass options, sill mullion, roofs, bracing, etc.

## WINDOW OPTIONS

### REMEMBER TO ADD

#### GLASS OPTIONS

\$48	DOUBLE PANE LOW E ARGON	PEAK
\$89	TRIPLE PANE (2) LOW E KRYPTON	SUPER PEAK

#### MUNTINS

\$34 per sash	MUNTINS	REGULAR ALUMINUM	COLONIAL
\$55 per sash	MUNTINS	CONTURED	COLONIAL
\$65 per sash	BRASS	PENCIL	GRIDS

#### CIRCLE SASH (SPECIFY: STARBURST, SUNBURST, DOUBLE HUB)

\$164 EACH WINDOW WITH DOUBLE PANE
\$197 EACH WINDOW WITH TRIPLE PANE

#### JEWEL CUT MUNTINS

\$225 EACH WINDOW

#### FROSTLINE CUT

\$265 EACH WINDOW

#### SPECIALTY GLASS

\$22 per sash	OBSCURE
\$42 per sash	TEMPERED

#### OPTIONS

\$25 UPGRADE TO FULL SCREEN
\$5 ADDITIONAL LOCK

#### FINSH & TRIM

INTERIOR SILL	\$120
EXTERIOR SILL	\$120
INTERIOR CASING	\$120
INTERIOR CASING AND EXTENSION JAMBS	\$175
INTERIOR JAMBS, SILL, & CASING (NO STAINING OR PAINTING!!!!)	\$275

## WINDOW OPTIONS

### CHANGE OPENING SIZE

\$43	REMOVE WOOD MULLION (BETWEEN WINDOWS)
\$87	REMOVE METAL WINDOW
\$880	ENLARGE OPENING IN WOOD UP OR IN WIDTH
\$440	ENLARGE OPENING IN WOOD DOWN ONLY!
\$1300	ENLARGE OPENING IN BLOCK OR BRICK
\$2100	ENLARGE OPENING IN STONE
\$260	REDUCE OPENING (Includes sheeting exterior & insulate)
\$850	REDUCE OPENING COMPLETE FINISH (Drywall, jambs, casing)

### WINDOWS WITH FLANGES!!!!

\$83	TO REMOVE WINDOWS WITH SIDED OVER FLANGE ESPECIALY MOBLIE HOME WINDOWS
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### ADDITIONAL CAPPING

\$80	CAP ADDITIONAL WINDOW OR DOOR
\$80	WIDE CAPPING OVER 8" WIDE
\$42	CROWN TOP CAPPING
\$53	ROUND TOP CAPPING (USUALLY IN BRICK)
\$45	FURR OUT BEFORE CAPPING

### BOWS & BAYS

STANDARD FOR BOW, BAY, & GARDEN WINDOWS ARE: BIRCH VENEER FRAME & SEAT, WIDE CASING, INSULATED SILL MUFFLER, FOLD IN HANDLES ON CASEMENT VENTS, TIE INTO SOFFIT OR CAP TOP OF WINDOW, STEEL CABLE SUPPORT SYSTEM.

### ROOFS

\$195	SHINGLED ROOF
\$295	ALUMINUM ROOF
\$1010	COPPER ROOF

### FRAME & JAMB

\$155	OAK FRAME AND SEAT
\$165	EXTENDED SILL DEPTH
\$60	GARDEN WINDOW SHELF EXCOLITE OVER 40" ADD \$1.60 PER INCH

## VINYL SIDING

TYPE	1 STORY	2 STORY	3 STORY	PARTIAL
ORACLE	\$395	\$422	\$444	\$900
CRAINBOARD	\$414	\$443	\$466	\$945
ALCOA LIBERTY	\$390	\$402	\$424	\$910
MASTIC	\$390	\$402	\$424	\$910
ALCOA BRENTWOOD	\$325	\$345	\$365	\$810
<u>ALCOA AND MASTIC INCLUDE 3/8" FAN FOLD INSULATION BACKER</u>				

## CAPPING AND FURR-OUT

CAP PORCH BEAM OR STRAIGHT CAPPING	\$9 PER L.N. F.T.
CAP POST	\$13 PER L.N. F.T.
FURR-OUT AND CAP WINDOW OR DOOR	\$85 PER
FURR-OUT BLOCK OR BRICK TO SIDE	\$250 PER SQUARE
FURR-OUT CAPPING NOT INCLUDED	\$2 PER L.N. F.T.

## ACCESSORIES

SHUTTERS		\$90 PER PAIR
VENTS	OCTOGON	\$225
	SQUARE	\$145
	1/2 ROUND	\$275

## REDUCE SIZE OR SIDE OVER WINDOW (WHILE SIDING ONLY)

SIDE OVER (INCLUDES SHEET EXTERIOR AND INSULATE INTERIOR)	\$200 EACH
INSIDE WORK DRYWALL, FINISH, NO PAINT	\$500 EACH
REDUCE SIZE WINDOW OR DOOR = FRAME, SHEET, INSULATE	\$250 EACH
REDUCE SIZE WINDOW OR DOOR=EXTERIOR AND INTERIOR FINISH	\$700 EACH
REMOVE AND REINSTALL AWNINGS	\$50 EACH

## VINYL SIDING

TYPE	1 STORY	2 STORY	3 STORY	PARTIAL
ORACLE	\$395	\$422	\$444	\$900
CRAINBOARD	\$414	\$443	\$466	\$945
ALCOA LIBERTY	\$390	\$402	\$424	\$910
MASTIC	\$390	\$402	\$424	\$910
ALCOA BRENTWOOD	\$325	\$345	\$365	\$810

ALCOA AND MASTIC INCLUDE 3/8" FAN FOLD INSULATION BACKER

## TEAR OFF EXISITNG

ALUMINUM OR VINYL SIDING	ADD	\$75	PER SQUARE
WOOD OR MASONITE SIDING	ADD	\$140	PER SQUARE
ASBESTOS SIDING	BRING BACK PICTURES AND MEASUREMENTS		

ROTTEN WOOD REPLACEMENT IS EXTRA AND ON A TIME + MATERIAL BASIS OF \$30 PER MAN HOUR...THERE IS NO COMMISSION ON THIS! PLEASE NOTE IN CONTRACT!

## INSULATION UPGRADE

1/2" OR 3/4" INSULATION UPGRADE	ADD	\$160	PER SQUARE
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## SOFFIT & FASCIA

1 STORY WITH SIDING	\$16 PER L.N. F.T.
1 STORY W/O SIDING	\$19 PER L.N. F.T.
2 STORY WITH SIDING	\$18 PER L.N. F.T.
2 STORY W/O SIDING	\$21 PER L.N. F.T.
1 STORY FASCIA ONLY	\$9 PER L.N. F.T.
2 STORY FASCIA ONLY	\$11 PER L.N.F.T.

REPLACE ROTTEN FASCIA IS EXTRA AND ON A TIME+MATERIAL BASIS OF \$30 PER MAN HOUR....THERE IS NO COMMISSION ON THIS! PLEASE NOTE IN CONTRACT!

## PORCH CEILING SOFFIT

1 STORY REGULAR TRIPLE 4 SOFFIT	\$6 PER SQUARE F.T.
2 STORY REGULAR TRIPLE 4 SOFFIT	\$8 PER SQUARE F.T.
1 STORY BEADED WAYNESCOAT SOFFIT	\$8 PER SQUARE F.T.
2 STORY BEADED WAYNESCOAT SOFFIT	\$10PER SQUARE F.T.

## GUTTER & DOWN SPOUTS

SEAMLESS GUTTER WITH OTHER WORK	\$6 PER FOOT
SEAMLESS GUTTER WITH OUT OTHER WORK	\$7.50 PER FOOT
REMOVE EXISITING GUTTER	\$3 PER FOOT
REMOVE AND REINSTALL EXISTING GUTTER	\$6 PER FOOT

## FLOW FREE GUTTER GUARD

INSTALL ONLY WITH HIDDEN HANGERS 1 STORY	\$11 PER FOOT
INSTALL ONLY WITH HIDDEN HANGERS 2 STORY	\$12 PER FOOT
WITH HANGERS THAT ARE NAILED INTO ROOF	\$1.50 PER FOOT
DIFFICULT SET UP OR VERY STEEP ROOF ADD	\$2 PER FOOT

## Center Hinge Patio Door with screen

**\*Therma Tru Premium Steel Center Hinge Door (Primed) with screen**

**\* NOT AVAILABLE PRE-PAINTED (Primed only)**

**\*state left or right active from interior**

<b>6/0 X 6/8</b>	<b>Page 115</b>	<b>\$2,393</b>
optional low e glass		\$240
optional 10 lite removable grills		\$210
optional 15 lite removable grills		\$210
optional internal white grids		\$240

**\*Therma Tru Smooth Star Center Hinge Door (Primed) with screen**

**\* NOT AVAILABLE PRE-PAINTED (Primed only) —**

**\*state left or right active from interior**

<b>6/0 X 6/8</b>	<b>Page 114</b>	<b>\$2,577</b>
optional low e glass		\$240
optional 10 lite removable grills		\$210
optional 15 lite removable grills		\$210
optional internal white grids		\$210

**\*Therma Tru Fiber Classic Center Hinge Door (Primed) with screen**

**\* NOT AVAILABLE PRE-PAINTED (Primed only)**

**\*state left or right active from interior**

<b>6/0 X 6/8</b>	<b>Page 112</b>	<b>\$3,150</b>
optional low e glass		\$270
optional 10 lite removable grills		\$226
optional 15 lite removable grills		\$226
optional internal white grids		\$226

**These doors may require additional lead time.**

# ANDERSON PATIO DOOR NO DISCOUNT FROM LIST

Page 3

INCLUDES (But specify in contract) BRASS HANDSET and SCREEN			
5' X 6'8"	* 2 SECTION SLIDE (State L or R)	EACH	\$3,428
5' X 6'8"	* 2 SECTION CENTER HINGE (State L or R)	EACH	\$3,428
5' X 6'8"	* 2 SECTION BOTH HINGE	EACH	\$3,938
6' X 6'8"	* 2 SECTION SLIDE (State L or R)	EACH	\$3,638
6' X 6'8"	* 2 SECTION CENTER HINGE (State L or R)	EACH	\$3,638
6' X 6'8"	* 2 SECTION BOTH HINGE	EACH	\$4,148
8' X 6'8"	* 2 SECTION SLIDE (State L or R)	EACH	\$4,776
8' X 6'8"	* 3 SECTION CENTER HINGE (State L or R)	EACH	\$4,776
9' X 6'8"	* 4 SECTION CENTER HINGE (State L or R)	EACH	\$5,429
12' X 6'8"	* 4 SECTION CENTER SLIDE (State L or R)	EACH	\$5,948
*SANDTONE or TERRATONE- ADD			\$210
WOOD MUNTINS- ADD		per DOOR	\$231

## HOW TO SIZE A DOOR

SEE Therma ROUGH OPENING SIZES Page 137

# ENTRY DOOR STANDARD FEATURES

revised 8/31 5/15/00

ADJUSTABLE THRESHOLD  
MAGNETIC WEATHERSTRIP  
KEYED ALIKE KNOB and DEADBOLT (Brass or antique brass)  
WIDE UNFINISHED OAK or PINE RANCH or COLONIAL CASING  
CAP EXTERIOR BRICKMOLD WITH ALUMINUM  
PRIMED READY TO PAINT (Prefinish available at additional cost)

## ENTRY DOOR OPTIONS

HANDLESET UPGRADE #1 (Brass or antique brass)	EACH	\$200
HANDLESET UPGRADE #2 (Lifetime brass)	EACH	\$305
PEASE HANDLESET (See Pease options)	EACH	N/A
BRASS KICKPLATE	EACH	\$105
BRASS MAIL SLOT	EACH	\$184
BRASS DOOR KNOCKER WITH PEEPSIGHT	EACH	\$100
PEEPSIGHT ONLY	EACH	\$79

## DOOR CUTDOWN NOTE ON CONTRACT

INC.

## STORM DOORS (Standard approx. 4-6 wks., custom approx. 8-12 wks.)

NON VENTED STORM DOOR WILL VOID WARRANTY ON ENTRY DOORS

REINSTALL EXISTING STORM DOOR (If possible) CAP IS PRICED WITH NEW DOOR	EACH	\$100
INSTALL CUSTOMER SUPPLIED STORM DOOR (If possible) CAPPING INCLUDED	EACH	\$173
INSTALL CUSTOMER SUPPLIED STORM DOOR (If possible) CAPPING NOT INCLUDED	EACH	\$137
*LARSON VINYL CLAD	EACH	\$589
*LARSON VALUE CORE	EACH	\$589
*LARSON LIFE CORE	EACH	\$589
*LARSON MAGNA CORE	EACH	\$589
*LARSON SECURITY SERIES	EACH	\$827
*LARSON CLASSIC VIEW	EACH	\$827
*LARSON WEATHER-TEC	EACH	\$827
*LARSON PRESTIGE SERIES	EACH	\$827

## CHANGE OPENING SIZE NOTE IN CONTRACT

WOOD MULLION REMOVAL (try to avoid)	EACH	\$33
REMOVE METAL WINDOW (unless rare easy out)	EACH	\$83
*ENLARGE OPENING IN WOOD (up or in width)	EACH	\$880
*ENLARGE OPENING IN WOOD (down only)	EACH	\$440
*ENLARGE OPENING IN BLOCK or BRICK (up or in width)	EACH	\$1,870
*ENLARGE OPENING IN BLOCK or BRICK (down only)	EACH	\$1,870
*ENLARGE OPENING IN STONE (up or in width)	EACH	\$3,080
*ENLARGE OPENING IN STONE (down only)	EACH	\$3,080
**REDUCE OPENING (includes sheet ext and insulate interior)	EACH	\$248
**INTERIOR FINISH (includes casing and sill)	EACH	\$880
*INCLUDES CASE AND SILL		

# **765-DECK**

***"MORE THAN JUST DECKS!"***

**WINDOWS  
SIDING  
SOFFIT & FASCIA  
GUTTER  
FLO-FREE GUTTER GUARD  
DOORS  
&  
MORE**

**LEGANCE DOOR PAGE**

## SIDING WORK ORDER SHEET

JOB NAME: \_\_\_\_\_ JOB# \_\_\_\_\_ DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
SIDING TYPE: \_\_\_\_\_ COLOR: \_\_\_\_\_

### STYLE (CIRCLE ONE)

DUTCH LAP DL4 DL4.5 DL5 ORICAL

CLAPBOARD CB3 CB4.5 CB5 CRANEBOARD

\_\_\_\_\_ # OF SQ. X STORY \$ \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

3/8" BACKER INCLUDED (OTHER THAN INSULATED SIDING)

½" BACKER UPGRADE \_\_\_\_\_ #OF SQ. X \$160 =TOTAL\$ \_\_\_\_\_  
¾" BACKER UPGRADE \_\_\_\_\_ #OF SQ. X \$160 =TOTAL\$ \_\_\_\_\_

\_\_\_\_\_ #OF OUTSIDE CORNERS \_\_\_\_\_ HEIGHT

\_\_\_\_\_ #OF INSIDE CORNERS \_\_\_\_\_ HEIGHT

\_\_\_\_\_ #OF WINDOWS AND DOORS (OTHER THINGS TO J-CHANNEL)

### TEAR OFF EXISTING

ALUMINUM OR VINYL \_\_\_\_\_ #OF SQ. X \$75 =TOTAL\$ \_\_\_\_\_  
WOOD OR MASONITE \_\_\_\_\_ #OF SQ. X \$140 =TOTAL\$ \_\_\_\_\_

### SIDE OVER WINDOWS OR DOORS

\_\_\_\_\_ LOCATIONS  
\_\_\_\_\_ LOCATIONS  
\_\_\_\_\_ #OF X \$200 =TOTAL\$ \_\_\_\_\_

### VENTS

\_\_\_\_\_ TYPE \_\_\_\_\_ #OF X \$ \_\_\_\_\_ =TOTAL\$ \_\_\_\_\_

**REMOVE REINSTALL AWNINGS** \_\_\_\_\_ #OF X \$ \_\_\_\_\_ =TOTAL\$ \_\_\_\_\_

### FURR-OUT AND CAPPING

CAP PORCH BEAM \_\_\_\_\_ L.N.F.T. X \$9 =TOTAL\$ \_\_\_\_\_

CAP POST \_\_\_\_\_ L.N.F.T. X \$13 =TOTAL\$ \_\_\_\_\_

FURR-OUT & CAP WINDOW \_\_\_\_\_ # OF X \$85 =TOTAL\$ \_\_\_\_\_

FURR-OUT BLOCK OR BRICK \_\_\_\_\_ # OF SQ.X \$250 =TOTAL\$ \_\_\_\_\_

FURR-OUT (NO CAPPING) \_\_\_\_\_ # OF L.N. F.T. X \$2 =TOTAL\$ \_\_\_\_\_

STRAIGHT CAPPING (ANYTHING) \_\_\_\_\_ # OF L.N. F.T. X \$9=TOTAL\$ \_\_\_\_\_

SHEET TOTAL \$ \_\_\_\_\_  
DISCOUNT ( %) \$ \_\_\_\_\_  
TOTAL SHEET \$ \_\_\_\_\_

## SIDING ACCESSORY ORDER SHEET

JOB NAME: \_\_\_\_\_ JOB# \_\_\_\_\_ DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

<b>SHUTTERS</b>	<u>      </u> # OF PAIRS	X	\$90	=TOTAL\$	<u>      </u>
SHUTTER COLOR:					
SHUTTER STYLE:(CIRCLE ONE)	LOUVERED	RAISED PANEL			

### **PORCH CEILING**

<u>      </u> # OF SQ. F.T.	X	\$	<u>      </u> =TOTAL\$	<u>      </u>
<u>      </u> STORY	<u>      </u> COLOR	<u>      </u> STYLE		

### **GUTTER**

REMOVE AND RE-INSTALL EXISTING GUTTER  
       #L.N.F.T. X \$6 =TOTAL\$       

REMOVE EXISTING GUTTER  
       #L.N.F.T. X \$3 =TOTAL\$       

NEW SEAMLESS GUTTER  
       #L.N.F.T. X \$6 =TOTAL\$       

---

TOTAL\$         
-DISCOUNT (        %)         
SHEET TOTAL\$

# COMMISSION SHEET

DH 300            LIST (NO DISCOUNTS)            6%

ANY FINANCE JOB THAT INCLUDES OTHER PRODUCTS MUST  
INCLUDE A THERMAL INDUSTRIES WINDOW!!!

## WINDOWS

LIST PRICE CASH	11%
LIST PRICE 90 DAYS S.A.C.	10%
LIST PRICE 180 DAYS S.A.C.	8%
STANDARD FINANCING	7%
-10% DISCOUNT CASH	10%
-10% WITH 90 DAYS S.A.C.	8.5%
-10% WITH 180 DAYS S.A.C.	7%
-10% STANDARD FINANCING	6%
-2 10% DISCOUNT CASH	9%
-2 10% WITH 90 DAYS S.A.C.	8%
-2 10% WITH 180 DAYS S.A.C.	6%
-2 10% STANDARD FINANCING	5%

## DIRECTIONS FROM SHOWROOM

Customer:	SMITH	Job #:
Address:	221 BURKESHIRE DR MORRISDALE, PA 18870	
Home phone:	814-345-0000	Salesman: RUMSKY
Work phone:	814-765-1922	

Discription of house:	2 story, TAN VINYL SIDING 3 CAR GARAGE.

Include landmarks, milage between points, route numbers, and street names

FROM SHOWROOM TAKE ROUTE 322 WEST THROUGH  
PHILIPSBURG, TURN LEFT ON TO  
ROUT 53, GO APPROX 1 MILE  
PAST COUNTRY STORE, HOUSE  
IS ON THE LEFT.

ANY SPECIAL JOB SIGN INSTRUCTIONS? (OTHERWISE 1-2 WEEKS BEFORE & AFTER)

## CHECKLIST

REVISED 2/11/2000

- ORIGINAL & COPY OF DETAILED SIGNED CONTRACT
- COPY OF CHECK (If not financed)
- GOT WORK NUMBER AND BEST TIME TO CALL
- HAD CUSTOMER INITIAL GET BUILDING PERMIT
- PUT LIST PRICE ON CONTRACT
- SALESMAN NAME AND EXTENSION ON CONTRACT
- SIGNED REFERRAL SHEET
- ALL COMPLETED WORKSHEETS (Dreamglass addendum)
- GUTTER DIAGRAM & DOWNSPOUT LOCATIONS IF GUTTER
- DETAILED DIRECTIONS FROM SHOP TO JOB
- DETAILS & PHOTOS FOR SPECIAL DEALS
- MIN. 35% DEPOSIT (50% PREFERRED) or
- ALL COMPLETED FINANCE PAPERS
- SIGNED VYCAP and/or FOIL DISCLAIMER
- KITCHEN DISCLAIMER

## SALESMAN ACCOUNT DETAILS

SALESMAN: BLUFINGER

CUSTOMER: SMITH

DATE: 1/27/06

ITEM	\$ AMOUNT	% POINTS	\$ COMMISSION
WINDOWS	\$7,896.00	10	\$789.60
SIDING			
ENCLOSURE			
DOORS			
KITCHEN			
MISC.			
TOTAL CONTRACT \$	7896.00	TOTAL COM. \$	\$ 789.60
CROSS PROMOTE FEE - NAME and %		\$ AMOUNT	

SPECIAL DEAL DETAILS

BREAK DOWN SALES IN THE ABOVE CATEGORIES

Customer Name:  
SMITH

WINDOW WORKSHEET  
SALES ONLY

Date: 1/27/06  
JOB# 12706W1

Window Specifications	1 \$	2 \$	3 \$	4 \$	5 \$	6 \$
Model #	DGT53 \$587	DGT53 587				
Window Location	LV					
Window Color	WTB	23.48	WTB	23.48	WTB	WTB
Width	42	41				
Height	57	56				
Total United Inches	99	97				
Screen 1/2	1/2	1/2				
Screen Full						
Dreamwood Series						
Pine Interior (Foil) + 10%	PINE \$58	PINE \$58				
Oak Interior (Foil) + 10%						
Muntin Style						
Muntin Material						
Muntin Color						
Muntin Location Top or Bot.						
Muntin Location Both Sash						
Oriel Style						
Enlarge Opening Yes or No	NO	NO				
Enlarge Up						
Enlarge Down						
Reduce Opening						
Remove Mullions						
Stops Pine or Oak	PINE	PINE				
New Interior Sill						
New Interior Casing						
New Interior Jams						
Oak or Pine Trim						
Ranch or Colonial						
New Exterior Sill						
Furr Out for Capping	YES \$35	NO				
Remove Metal Windows	NO					
Capping Color All Same	YES	11				
Capping Color Frame	WH	11				
Capping Color Sill	WH	11				
Mobile Home	NO	NO				
Glass Options Clear						
Glass Options Peak Double						
Glass Options S.P.peak Triple	SUPER \$154	11	154			

\$857.48 \$822.46

SALESMAN: \_\_\_\_\_

SPECIAL DETAILS:

SIGNATURE: \_\_\_\_\_

SUB TOTAL \$ 1679.96  
DISCOUNT - \$ 459.19  
GRAND TOTAL \$ 1220.76





Ben Timko's  
765 - DECK  
P.O. Box 41  
Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_  
NET 30 DAYS  
FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

<b>PRICE LIST 1/1/06</b>		ALL ITEMS STOCKED IN TAN / WHITE			
<b>765-DECK</b>		GRAY AND CLAY COLORS LIMITED			
<b>A=ALPINE WHITE</b>					
<b>W=136 STANDARD WHITE</b>		<b>ADD 10% TAN - GRAY</b>			
<b>B=TAN</b>		<b>ADD 20% CLAY</b>			
<b>G=GRAU</b>				<b>\$0 - \$3000</b>	<b>OVER \$3000</b>
<b>C=CLAY</b>				<b>LEVEL #1</b>	<b>LEVEL #2</b>
<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QUAN.</b>	<b>PRICE</b>	<b>PRICE</b>	
<b>SHEFFIELD SQUARE PICKET</b>	<b>REGULAR OR STAIR RAIL</b>				
6' SHEFFIELD RAIL SEC.	RAILS, STEEL, 12 PICKETS, 4 MOUNTS	\$ 119.04	\$ 107.14		
8' SHEFFIELD RAIL SEC.	RAILS, STEEL, 17 PICKETS, 4 MOUNTS	\$ 152.49	\$ 137.24		
10' SHEFFIELD RAIL SEC.	RAILS, HVY STEEL, 21 PICKETS, 4 MTS.	\$ 200.76	\$ 179.76		
<b>EASTPORT SPINDLE</b>					
6' EASTPORT RAIL SEC.	RAILS, STEEL, 12 SPINDLES, 4 MOUNTS	\$ 130.20	\$ 117.18		
8' EASTPORT RAIL SEC.	RAILS, STEEL, 17 SPINDLES, 4 MOUNTS	\$ 168.30	\$ 151.47		
10' EASTPORT RAIL SEC.	RAILS, HVY STEEL, 21 SPINDLES, 4 MTS.	\$ 220.29	\$ 198.26		
<b>COLUMNS, POSTS, POST MTS</b>					
38" NEWEL POST BLANK	BLANK NEWEL POST 38"	\$ 13.60	\$ 12.24		
24" 4X4 POST	BLANK VINYL 4X4 POST 289"	\$ 61.31	\$ 55.17		
24" 5X5 POST	BLANK VINYL 5X5 POST 289"	\$ 110.10	\$ 99.09		
10' 6X6 POST	BLANK VINYL 6X6 POST 121'	\$ 33.44	\$ 30.09		
5.5" X 5.5" WRAP	DECROATIVE VINYL 51/2" POST WRAP	\$ 17.11	\$ 15.39		
	4 PER POST NEEDED				
DECROATIVE PORCH COLUM.	5" COLONIAL PORCH COLUMN KIT	\$ 127.76	\$ 127.76		
SQUARE PORCH COLUM.	5" SQUARE PORCH COLUMN KIT	\$ 99.05	\$ 99.05		
STAINLESS CONCRETE MT.	STAINLESS STEEL CONCRETE MOUNT	\$ 47.47	\$ 47.47		
7" & 8" COLUMNS	BY QUOTE NEED DECROATIVE SPECS.				
GALV. 30" CONCRETE MT.	GALVINIZED STEEL CONCRETE MOUNT	\$ 36.32	\$ 36.32		
DECK POST MOUNT	DECK BAND JOIST GALV. STEEL MOUNT	\$ 27.17	\$ 27.17		
<b>CAPS</b>					
NEW ENGLAND CAP	4" NEW ENGLAND CAPS	\$ 4.66	\$ 4.43		
DOME CAPS	4" BALL CAPS	\$ 7.28	\$ 6.92		
GOTHIC CAPS	4" GOTHIC OR POINTED CAPS	\$ 4.95	\$ 4.70		
<b>POST SKIRTS</b>					
4" REG. POST SKIRT	REGULAR 4" POST SKIRT	\$ 1.67	\$ 1.59		
4" DECROATIVE SKIRT	DECROATIVE 4" POST SKIRT	\$ 2.97	\$ 2.82		
5" REG. POST SKIRT	REGULAR 5" POST SKIRT	\$ 1.73	\$ 1.64		
5" DECROATIVE SKIRT	DECROATIVE 5" POST SKIRT	\$ 5.53	\$ 5.25		
4"-6" ADJUSTABLE SKIRT	4"-6" ADJUSTABLE POST SKIRT (WRAP)	\$ 5.78	\$ 5.78		

Customer Signature

Thank You

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

We look forward to serving you in the future.....

PAGE: 1  
CUSTOMER COPY

Ben Timko's

765 - DECK

P.O. Box 41

Clearfield, Pa 16830

Billing Date: \_\_\_/\_\_\_/\_\_\_

NET 30 DAYS

FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

MOUNTS						
45 DEGREE WALL MOUNT	45 DEGREE + UNIVERSALS MOUNT		\$ 4.43	\$ 4.43		
UNIVERSAL WALL MOUNT	INCLUDED WITH RAIL SECTION ...P.P		\$ 1.89	\$ 1.89		
STAIR MOUNT	INCLUDED WITH RAIL SECTION ...P.P		\$ 2.54	\$ 2.54		
DECKING						
12' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY		\$ 28.80	\$ 25.92		
16' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY		\$ 38.40	\$ 34.56		
20' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY		\$ 48.00	\$ 43.20		
24' DECK LOK	CLAY / TAN OR DRK. GRAY / LT. GRAY		\$ 57.60	\$ 51.84		
UNOPENED BUNDLE	50 PACK BUNDLE 2.24 L.N. F.T.					
5 BUNDLE QUAN	250 BOARDS \$2.08 L.N. F.T.					
DECKING TRIM						
C-CHANNEL	1.5X1.5 C-CHANNEL		\$ 14.47	\$ 14.47		
T-STRIP	1.5 T-SPlicer		\$ 13.75	\$ 13.75		
WIDE L-TRIM	1.5X3" L-TRIM		\$ 12.54	\$ 12.54		
PUSH PINS 50 PER BAG	WHITE		\$ 9.00	\$ 9.00		
	TAN		\$ 9.90	\$ 9.90		
	CLAY		\$ 10.80	\$ 10.80		
DECK & RAILING SCREWS	2.5" SQUARE TIP, SELF START STAINLESS		\$ 0.17	\$ 0.17		

Customer Signature

Thank You

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

We look forward to serving you in the future.....

PAGE: 1  
CUSTOMER COPY





<b>a</b> Employee's SSN 171-46-8947	<b>Void</b> <input type="checkbox"/>	<b>Copy D For Employer.</b> OMB No. 1545-0008					
<b>b</b> Employer identification number (EIN) 26-0141223		<b>1</b> Wages, tips, other compensation 5600.00			<b>2</b> Federal income tax withheld 350.00		
<b>c</b> Employer's name, address, and ZIP code 765-DECK LLC PO BOX 41 CLEARFIELD PA 16830		<b>3</b> Social security wages 5600.00			<b>4</b> Social security tax withheld 347.20		
		<b>5</b> Medicare wages and tips 5600.00			<b>6</b> Medicare tax withheld 81.20		
		<b>7</b> Social security tips			<b>8</b> Allocated tips		
<b>d</b> Control number		<b>9</b> Advance EIC payment			<b>10</b> Dependent care benefits		
<b>e</b> Employee's name, address, and ZIP code RANDY W CALDWELL 720 BROAD STREET  DUBOIS PA 15801		<b>11</b> Nonqualified plans			C 12a		
		<b>13</b> Statutory Employee Plan			Retirement Plan	Third-party sick pay	C 12b
		<b>14</b> Other PA-SUI			5.04		C 12c
							C 12d
<b>15</b> State PA	Employer's state ID number 9136 8240	<b>16</b> State wages, tips, etc. 5600.00	<b>17</b> State income tax 171.92	<b>18</b> Local wages, tips, etc. 5600.00	<b>19</b> Local income tax 56.00	<b>20</b> Locality name DuBois	

Form W-2 Wage and Tax Statement 2007  
FDWA0105 10/01/07

Department of the Treasury — Internal Revenue Service  
For Privacy Act and Paperwork Reduction  
Act Notice, see separate instructions.

Exhibit "T"

a Employee's SSN 171-46-8947	Void <input type="checkbox"/>	<b>Copy D For Employer.</b> OMB No. 1545-0008				
b Employer identification number (EIN) 33-0997983		1 Wages, tips, other compensation 800.00	2 Federal income tax withheld 50.00			
C Employer's name, address, and ZIP code BENJAMIN J. TIMKO BEN TIMKO'S 765-DECK PO BOX 41  CLEARFIELD PA 16830		3 Social security wages 800.00	4 Social security tax withheld 49.60			
		5 Medicare wages and tips 800.00	6 Medicare tax withheld 11.60			
		7 Social security tips	8 Allocated tips			
d Control number		9 Advance EIC payment	10 Dependent care benefits			
e Employee's name, address, and ZIP code RANDY W CALDWELL 720 BROAD STREET  DUBOIS PA 15801		11 Nonqualified plans	12a			
		13 Statutory Employee <input type="checkbox"/>	Retirement Plan <input type="checkbox"/>	Third-party sick pay <input type="checkbox"/>		
		14 Other PA-SUI	0.72	12c		
				12d		
15 State PA	Employer's state ID number 9136 8240	16 State wages, tips, etc. 800.00	17 State income tax 24.56	18 Local wages, tips, etc. 800.00	19 Local income tax 8.00	20 Locality name DuBois

**Form W-2 Wage and Tax Statement 2007**

FDWA0105 10/01/07

Department of the Treasury - Internal Revenue Service

For Privacy Act and Paperwork Reduction  
Act Notice, see separate instructions.

Exhibit "U"

10:59 AM

09/18/08

765-DECK LLC  
Payroll Summary  
January through December 2007

	RANDY W. CALDWELL {Salesman}			TOTAL	
	Hours	Rate	Jan - Dec 07	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>					
Gross Pay					
Hourly wage	640	10.00	6,400.00	640.00	
Total Gross Pay	640		6,400.00	640.00	
Adjusted Gross Pay	640		6,400.00	640.00	
Taxes Withheld					
Federal Withholding			-400.00		
Medicare Employee			-92.80		
Social Security Employee			-396.80		
PA - Income Tax			-196.48		
PA - Unemployment			-5.76		
Local Tax			-64.00		
Total Taxes Withheld			-1,155.84		
Deductions from Net Pay					
OPT			-52.00		
Total Deductions from Net Pay			-52.00		
Net Pay	<u>640</u>		<u>5,192.16</u>	<u>640.00</u>	
<b>Employer Taxes and Contributions</b>					
Federal Unemployment			51.20		
Medicare Company			92.80		
Social Security Company			396.80		
PA - Unemployment Company			656.79		
Total Employer Taxes and Contributions			<u>1,197.59</u>		

Caldwell - Total W-2 Income in 2007

\$800 - BJT  
\$5600 - LHC  
(\$6400 -) Total

Exhibit "V"

765-DECK LLC  
PO Box 41  
Clearfield, PA 16830

RANDY W. CALDWELL  
720 BROAD STREET  
DUBOIS, PA 15801

Employee Paystub	Check number: 4518		Pay Period: 06/24/07 - 06/30/07		Pay Date: 07/05/07
Employee	SSN	Status (Fed/State)		Allowances/Extra	
RANDY W. CALDWELL, 720 BROAD STREET, DUBOIS, PA 15801	***-**-8947	Married/Withhold		Fed-0/0/PA-0/0	
<hr/>					
Earnings and Hours	Qty	Rate	Current	YTD	Amount
Hourly wage	40.00	10.00	400.00	6,400.00	
<hr/>					
Taxes			Current YTD Amount		
Local Tax			-4.00	-64.00	
Federal Withholding			-25.00	-400.00	
Social Security Employee			-24.80	-396.80	
Medicare Employee			-5.80	-92.80	
PA - Income Tax			-12.28	-196.48	
PA - Unemployment			-0.36	-5.76	
			-72.24	-1,155.84	
<hr/>					
Adjustments to Net Pay			Current YTD Amount		
OPT			-52.00		
<hr/>					
Net Pay			327.76	5,192.16	

5595

 VOID  CORRECTED

Name, street address, city, state, ZIP code, and telephone no.

765-DECK LLC  
PO Box 41  
Clearfield, PA 16830  
814-765-3325

1 Rents

OMB No. 1545-0115

\$

2 Royalties

\$

3 Other income

\$

5 Fishing boat proceeds

\$

7 Nonemployee compensation

\$

8 Substitute payments in lieu of

dividends or interest

\$

9 Payer made direct sales of

\$5,000 or more of consumer

products to a buyer

(recipient) for resale

> 

\$

10 Crop insurance proceeds

\$

11

\$

12

\$

13 Excess golden parachute

payments

\$

14 Gross proceeds paid to

an attorney

\$

15a Section 409A deferrals

\$

15b Section 409A income

\$

16 State tax withheld

\$

17 State/Payer's state no.

\$

18 State income

\$

2007

Form 1099-MISC

## Miscellaneous Income

Copy A

For

Internal Revenue  
Service Center

File with Form 1096.

PAYER'S federal identification number 26-0141223		RECIPIENT'S identification number 171-46-8947		1 Rents \$	2 Royalties \$	3 Other income \$	4 Federal income tax withheld \$	For Privacy Act and Paperwork Reduction Act Notice, see the <b>2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.</b>
RECIPIENT'S name ASPHALT DOCTOR				5 Fishing boat proceeds \$	6 Medical and health care payments \$	7 Nonemployee compensation \$ 3180.00	8 Substitute payments in lieu of dividends or interest \$	
Street address (including apt. no.) RANDY CALDWELL 720 BROAD STREET				9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale	10 Crop insurance proceeds \$	11	12	
City, state, and ZIP code DUBOIS PA 15801				13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	15	16	
Account number (see Instructions)		2nd TIN not. <input type="checkbox"/>	15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Cat. No. 14425J

Department of the Treasury - Internal Revenue Service

**Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page**

Exhibit "X"

11:03 AM

09/18/08

Accrual Basis

765-DECK LLC  
Expenses by Vendor Detail  
January through December 2007

Type	Date	Num	Memo	Account	Clr	Split	Amount
ASPHALT DOCTOR							
Check	1/9/2007	2530B		Subcontractors		County Nation...	500.00
Check	4/17/2007	4259	Subcontractor	Subcontractors		County Nation...	500.00
Check	4/18/2007	2552B	Subcontractor	Subcontractors		County Nation...	1,000.00
Check	5/4/2007	4313	Subcontractor	Subcontractors		County Nation...	680.00
Check	12/21/2007	5138		Commissions		County Nation...	500.00
Total ASPHALT DOCTOR							3,180.00
TOTAL							<u>3,180.00</u>

Exhibit "Y"

# 765-DECK, LLC.

P.O. Box 41

Clearfield Mall 1800 Daisy Street

Clearfield, Pa 16830

Phone: 814-765-3325 Fax: 814-768-9602 Mobile: 814-592-9544

765deck@atlanticbb.net 765-DECK.com

---

## Jobs Sold by Randy Caldwell in 07

Breon	\$1,670.00
Rigante	\$24,666.00
Peterson	\$2,664.00
Edgger	\$13,905.00 Split Commission with Ben 5% To Randy Contract Written & Signed by Ben
O'Donnell	\$6,800.00 Windows DH 300's 6% To Randy See Price Book
Pilatsky	\$3,500.00
Smith	\$6,895.00
Wood	\$2,620.00
Schpack	\$1,384.00
Maney	\$5,566.00
Klinkensmith	\$5,000.00
Peters	\$4,993.00
McCoy	\$1,219.00

---

\$80,882.00

Total Sold

10% Commission would be

\$8088.20

- 695.25 Commission Split Edger  
- 272.00 Commission O'Donnell

---

\$7,120.95 Due To Randy Caldwell for  
Total Jobs Sold

Exhibit "Z"

Randy Cell Ph. 590-6181

Ben Timko's

# 765-DECK

More than just decks!

#### CUSTOMER INFORMATION

NAME: DAVE BREON  
ADDRESS: 311 Reichenbaugh Lane  
CITY: Bellefonte STATE: PA ZIP: 16823

PHONE: 355-0752

DAY PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

#### DESCRIPTION OF WORK AGREED UPON:

Remove and Replace front entry porch and stairway's  
Railing to go down from inside on left side only  
Deck and Railing to be clay in color.  
All material to be cleaned up and hauled away by contractor  
Deck area approx 4x7 - 6 steps.  
Close in side with soffit, clay in color.

5 year workman shop warranty applies

Lifetime warranty on all vinyl products.

Install 2 lights one at top one at bottom wired to  
existing transformer. clay in color.

Balance to be paid upon completion of work.  
Work to be scheduled as soon as possible.

1500.00  
lights 170.00  
Total 1670.00

PACKAGE VALUE \$ 1670.00  
Contract Total 1038.00  
Deposit Total 500.00  
Balance Due 1170.00

Should be 1,170.00

Randy N. Caldwell  
Salesperson Signature / Ext.

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT. \*

Randy Breon 4/4/07  
Customer Signature / Date

Exhibit "AA"

Customer Signature / Date

TERMS AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
COMPLETION OF JOB TO INSTALLERS.

WORK TO BEGIN AFTER APRIL 15<sup>th</sup>.

# Ben Timko's 765-DECK

More than just decks!

## CUSTOMER INFORMATION

NAME: ANN RIGANTE  
ADDRESS: SEC 8 LOTS 6-7 T.L. ROAD  
CITY: DUBOIS STATE: PA ZIP: 15801

PHONE: 375-2366  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

## DESCRIPTION OF WORK AGREED UPON:

REFACE ALL EXISTING DECK / WALKWAY IN LINE OF DRIVEWAY  
WOOD ANTIQUE STAINED TO OUTSIDE AREA OF DECK / WALKWAY  
TOTAL DECK AREA 70 X 10. ALL DECKING PLATES AND 100 SQ FT  
OF EXISTING RAILING TO TAKE REMOVAL AND REPLACED WITH 4 X 4 CEDAR  
POSTS AND 3 1/2" X 5 1/2" CEDAR RAILING. 100 SQ FT  
OF SUPPORT POST AND RAILING TO BE ADDED IN ALUMINUM PAINTER  
TAKING DECK GRADE RAILINGS TO BE CEDAR IN COLOR.  
WALKWAY TO END OF ROAD. TO BE REPAVED.

REMOVE AND REPLACE STORM DOOR AND EXTERIOR DOOR IN DINE AREA.  
INTERIOR DOOR TO BE MODEL 15050 PERSONAL DOOR IN INTERIOR AND  
EXTERIOR. BROWN HONEY WOOD GRAIN. DEP. 1000.00  
STORM DOOR TO BE MODEL 749.00. 1/4" THICK. TO BE REPAVED.

REPLACE AND PAINT EXTERIOR DOOR IN MUD ROOM  
BROWN HONEY WOOD GRAIN. 1/4" THICK. TO OPEN TO THE LEFT.  
ALL TRIM AND THE DOOR TO BE PAINTED BROWN. THIS INCLUDED ADJUSTING  
DOOR TO BE PAINTED IN COLOR. TO BE PAINTED BY PA-1. TO BE  
KEY RACK AND DEAD BOLT. WOOD GRAIN IN COLOR.

ALL VINYL PRODUCY'S TO HAVE MINIMUM THICKNESS 1.5 FT AND THICKNESS  
1/4" IN WORK DONE BY 765-DECK. CARRY A 5 YEAR WARRANTY. THIS IS A  
CONTRACTOR TO FULLY INSURED.

ALL MATERIAL TO BE CLEANED UP AND PAID DAILY BY CONTRACTOR.

FINAL COST INCLUDED ALL MATERIALS AND LABOR.

Deck cost - 16,580.00 ~~16,580.00~~

9' Door - ~~3343.00~~ 3343.00

Entry Door  
Storm Door > 1,780.00

6' Sliding Door. Woodgrain Int. Brown Exterior  
Cost 2463

Ronald W. Cillie II

Salesperson Signature / Ext.

1/2 Down At

PACKAGE VALUE \$

Contract Total ~~34666.00~~ 34666.00

Deposit Total ~~3666.00~~ 3666.00

Balance Due ~~22,000.00~~ 22,000.00

Completion Date - 11/00/00

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.\*

Customer Signature / Date

Exhibit "BB"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS.

MONDAY  
DUNN CITY

BESS-ZEITWANGER — ~~Carroll Dr.~~  
Dubois

Ben Timko's

# 765-DECK

More than just decks!

#### CUSTOMER INFORMATION

NAME: Charles Peterson  
ADDRESS: 1040 Dunlop Rd.  
CITY: DUBOIS STATE: PA ZIP: 15801

PHONE: 583 7223  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

#### DESCRIPTION OF WORK AGREED UPON:

FURNISH AND INSTALL 4 SLIDER WINDOWS IN  
EXISTING OPENINGS. White Interior and Exterior.  
SCREENS included. New trim to be installed to match  
existing wood. Double pane glass with LOW E ARGON GAS.  
All material to be cleaned up and hauled away  
by contractor. Insulate around window jams and sill  
INDUSTRIAL GRADE CAULKING and CAPPING to be used.

BALANCE TO BE PAID UPON  
COMPLETION OF WORK

PACKAGE VALUE \$ 2664.00

Contract Total \_\_\_\_\_

Deposit Total 1000.00

Balance Due 1664.00

Charles E. Peterson  
Salesperson Signature / Ext.

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.\*

Charles E. Peterson  
Customer Signature / Date

Exhibit "C"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS.

# Ben Timko's 765-DECK

More than just decks!

## CUSTOMER INFORMATION

NAME: John Egger  
ADDRESS: 145 TREASURE LAKE  
CITY: DUBOIS STATE: PA ZIP: 15801

PHONE: 371-4087  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

## DESCRIPTION OF WORK AGREED UPON:

DECK REFACE, DRY BELOW SYSTEM, SOFFIT CEILING

PURCHASE AND INSTALLATION OF ALL NEEDED MATERIALS TO COMPLETE PROJECT.  
JOB INCLUDES LIFETIME WARRANTY ON ALL ROYAL CROWN LIMITED PRODUCTS 5-YEAR  
QUALITY WORKMANSHIP WARRANTY, CLEAN-UP AND REMOVAL OF ALL DEBRIS.

REMOVAL - REMOVE ALL EXISTING WOOD DECKING, RAILING AND STAIR MATERIAL.  
FIX ALL FRAMING AND ANY NEEDED JOIST HANGERS, LOGS, ETC. PRE-PAVE  
SURFACE FOR NEW DECKING.

POSTS - UN-ATTACH FRAME FROM STRUCTURAL POSTS. INSTALL 6X6 TAN  
VINYL SLEEVES OVER EXISTING POSTS. RE-ATTACH DECK FRAME.

• INSTALL GALVANIZED DECK POST MOUNTS FOR RAILING. NEW POSTS

• ALL DECK POST MOUNTS ARE CARBON BOLTED THROUGH JOIST JOISTS.

DECKING - DECKING IS TO BE ROYAL CROWN LIMITED'S DECK-LOC DECKING  
(TAN) OF CUSTOMERS COLOR CHOICE. ALL DECKING WILL BE  
FASTENED WITH 7/16" STAINLESS STEEL SCREWS AND REACTIVE MATCHING

COLOR C-CHANNEL EDGE TRIM. ADDED

1 RAILING - RAILING WILL BE 48" SHEERLED 36" HIGH VINYL RAILING WITH  
(TAN) 1 1/4" TALL SQUARE PICKETS AND INCLUDES 12 GAUGE TOP AND BOTTOM  
RAIL REINFORCEMENTS. ALL NEWED POSTS WILL BE 4" TAN AND

STAIRS - ALL STAIRS WILL BE DECK-LOC DECKING WITH MATCHING C-CHANNEL

BOARD SIDES OF STRINGERS WILL BE CAPPED IN MATCHING COLOR.  
ALL STAIR RAILING TO MATCH THAT OF THE DECK.

DRY BELOW SYSTEM - OPTION WOULD BE CUSTOMER'S COLOR CHOICE OF SPECTRA METAL'S  
Linen DRY BELOW ALUMINUM SYSTEM. CEILING WILL BE SEAMLESS AND  
WATER WILL FLOW TO A MATCHING GUTTER SYSTEM WITH DOWNSPOUTS.

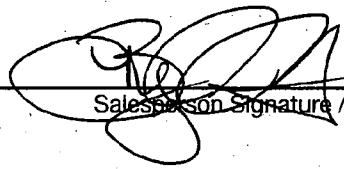
SOFFIT CEILING - INSTALL CUSTOMER'S COLOR CHOICE OF VINYL SOFFIT ON  
STORAGE ROOM CEILING. ALL SOFFIT IS TO BE TRIPLE 4" SOFFIT  
SCREENED IN PLACE AND INCLUDE ALL NEEDED TRIMS AND CHANNELS.

COMPLETE JOB! COMPLETE CUSTOMER SATISFACTION!

- REFACE DECK WITH RAILING \$ 8910  
- REFACE STAIRS WITH RAILING \$ 1155  
- 6X6 VINYL POST INSTALLATION \$ 500  
- DRY BELOW CEILING SYSTEM \$ 3000  
- SOFFIT STORAGE ROOM \$ 960

OPTIONS ON LIGHTS  
TRANSFORMER (UP TO 6) \$125  
LIGHTS \$85 PER  
OUTLETS \$125 PER  
PACKAGE VALUE \$

Contract Total 13,905.00  
Deposit Total 4,600.00  
Balance Due 9,305.00

  
Salesperson Signature / Ext.

Ben  
Randy

CK NO. 215 -  
BALANCE TO BE  
PAID UPON COMPLETION.

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS \*

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE  
ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.

  
Customer Signature / Date

Exhibit "DD"

  
Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS



Look this to property owner for approval 4-9-07 me with OK.

Ben Timko's

# 765-DECK

More than just decks!

#### CUSTOMER INFORMATION

NAME: Arthur Apilatsky, Jr.  
ADDRESS: 1605 Treasure Lake  
CITY: Dubois STATE: PA ZIP: 15801

PHONE: 814-371-3299  
DAY PHONE: 301-676-7610  
E-MAIL: APILATSKY@VERIZON.NET

#### DESCRIPTION OF WORK AGREED UPON:

FURNISH AND INSTALL CASCADE TRADITIONAL 48" VINYL FENCE AROUND GARDEN AREA. COLOR TO BE WHITE. 48" GATE TO BE INSTALLED FAIRFIELD II AREA TO BE INSTALLED WITH GATE A WHITE IN COLOR.

5 YEAR WORKMANSHIP WARRANTY APPLIED FROM 765 DECK

ALL VINYL HAS LIMITED LIFE TIME WARRANTY

Entire work area to be cleaned up and hauled away by contractor.

OK Schedule work as

soon as possible 4-22-07

gate to swing out

(Does NOT want labor)

Randy N. Caldwell

Salesperson Signature / Ext.

#### PACKAGE VALUE \$

Contract Total 3500.00  
Deposit Total 1500.00  
Balance Due 2000.00

\* CUSTOMER IS RESPONSIBLE FOR PA-1 CALL ON ALL FENCE JOBS.  
\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.

Customer Signature / Date

Exhibit "FF"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS.

# Ben Timko's 765-DECK

More than just decks!

## CUSTOMER INFORMATION

NAME Ronald Smith PHONE 371-4632  
ADDRESS 1004 E 20th DAY PHONE  
CITY DURHAM STATE PA ZIP 15801 E-MAIL

## DESCRIPTION OF WORK AGREED UPON:

PROPOSED TO INSTALL ALL MATERIALS TO CONSTRUCT A 8X13 DECK  
WITH 4X4 POST, CEDAR ENTRANCE DOOR, 4X4 100% RECLAIMED WHITE  
DECK TO HAVE DECK GRAY, 1X6 DECK FLOORING WITH RAILINGS.  
RAILINGS TO BE GRAY, TOP AND BOTTOM RAILS WITH 1X4 SQUARED  
PIERS, STEPS OF 100% SIDES TO GROUND REVEAL TO BE GRAY  
NOTES: NO PAINT, CEDAR ENTRANCE  
WITH HAND RAILS. GRAY SOFFIT TO CLOSE IN UNDER TRAILER  
ALL CAMPING TO BE GRAY.

ROOF TO BE SHINGLED, SHINGLES COLOR TO MATCH GARAGE SHINGLES  
IF NO SIDE SOFFIT COLOR AREA TO BE WHITE APPROX SIZE 14X7

ENTRY DOOR TO BE CUT OFF POSSIBLE TO ALLOW ROOM FOR DOOR  
HEIGHT. IF NOT POSSIBLE CUSTOMER WILL REPLACE DOOR AT HIS COST  
TAKE DOOR TO BE ATTACHED TO ALLOW DOOR HEIGHT AND RELEVE  
WITH EXISTING DOOR HINGE AND DOOR.

GUTTER TO BE INSTALLED WITH DOWN SPOUT RUNNING INTO EXISTING  
HOUSE DOWNSPOUT IF POSSIBLE. GUTTER TO BE WHITE IN COLOR.

ALL MATERIALS TO BE CLEANED UP AND MOVED AWAY BY CONTRACTOR

NOTE: CEDAR STAIN IS NOT INCLUDED IN CONTRACT AND PERMIT (211-311-1111)  
ADDITIONAL COLOR STAIN IS \$100.00 PER BOTTLE.

1 YEAR WORKMANSHIP WARRANTY FROM 765-DECK AND

LIFETIME WARRANTY ON ALL VINYL PAINTS FROM 765-DECK

## PACKAGE VALUES

Contract Total	<u>6895.00</u>
Deposit Total	<u>2975.00</u>
Balance Due	<u>4000.00</u>

BALANCE TO BE  
PAID UPON COMPLETION

Ronald J. Smith  
Salesperson Signature/Ex:

CUSTOMER IS RESPONSIBLE FOR PAID CALL ON ALL FENCE JOBS

CUSTOMER IS RESPONSIBLE FOR SECURING ALL PERMITS

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE  
ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT.

Ronald J. Smith 4/30/07

Exhibit "G"

Customer Signature/ Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK  
RECOMMENDS THAT PAYMENT BE MADE IN THE AMOUNTS SPECIFIED. PAYMENT IN FULL IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTANTERS.

# 765-DECK, LLC

More than just decks!

P.O. BOX 41 CLEARFIELD, PA 16830 • SHOWROOM LOCATION: 1800 DAISY STREET CLEARFIELD MALL  
814-765-3325 PHONE • 814-768-9602 FAX • 765deck.com

## CUSTOMER INFORMATION

NAME: Jeff Wood  
ADDRESS: 1347 Decatur St  
CITY: Philippsburg STATE: PA ZIP: 16866

PHONE: 590-9568  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

## DESCRIPTION OF WORK AGREED UPON:

DATE: 5/31/07

FURNISH AND INSTALL ALL MATERIALS NEEDED TO INSTALL VINYLS  
RAILINGS AND POST ON FRONT AND BACK PORCHES. TO BE WHITE  
IN COLOR. PICKETS TO BE EASTPORT SMOOTH POST CVERS TO BD.  
FLAT TOP

RAILINGS ON SIDE PORCH TO BE 3 SIDES WITH SMOOTH PICKETS.  
WHITE IN COLOR.

FRONT PORCH TO HAVE 4 POSTS WITH OPENING TO  
BE CENTERED ON FRONT

COST REFLECTS ALL MATERIALS AND LABOR.

5 YEAR WORKMANSHIP WARRANTY APPLIES.

LIFETIME MANUFACTURE WARRANTY ON ALL VINYL PRODUCTS.

BALANCE TO BE PAID UPON  
COMPLETION OF WORK

PACKAGE	VALUE	\$
Contract Total	\$	<u>3620.00</u>
Deposit Total	\$	<u>1000.00</u>
Balance Due	\$	<u>2620.00</u>

Randy Caldwell  
Salesperson Signature / Ext.

Contract Total \$ 3620.00  
Deposit Total \$ 1000.00  
Balance Due \$ 2620.00

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL BUILDING PERMITS \*

\* CUSTOMER IS RESPONSIBLE FOR ALL PA-1 CALL ON ALL FENCE JOBS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Jeffrey S. Wood  
Customer Signature / Date

Exhibit "HH"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT, FRONT AND BACK, ARE HEREBY ACCEPTED.  
765-DECK, LLC IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE TO INSTALLERS UPON COMPLETION OF JOB PROJECT.

# 765-DECK, LLC

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## CUSTOMER INFORMATION

NAME: JEFF SchPAK  
ADDRESS: 3 Patterson  
CITY: CLEARFIELD STATE: PA ZIP: 16830

PHONE: 765-7830

DAY PHONE: work 765-9830

E-MAIL: \_\_\_\_\_

## DESCRIPTION OF WORK AGREED UPON:

DATE: 5/19/07

FURNISH AND INSTALL BODFORD POOL FENCE ALUMINUM 12' WITH 36" GATE TO BE TAN IN COLOR. FROM EXISTING FENCE TO HOUSE.

CUT IN OPENING TO INSTALL AIR CONDITIONER SUPPLIED BY CUSTOMER. EXTENSION TO BE FRAMED AND COVERED WITH EXISTING SIDING. INTERIOR TO BE PICTURE-FRAMED WITH TRIM TO MATCH EXISTING TRIM AS CLOSE AS POSSIBLE, TRY NOT TO GET A SUPPORT DOWN ONTO THE HOUSE IF POSSIBLE MAKE SHELF TO FIT AIR CONDITIONER.

5 year workmanship warranty applies.

BALANCE TO BE PAID UPON COMPLETION OF WORK

PACKAGE VALUE \$ \_\_\_\_\_

Contract Total	\$ <u>1384.00</u>
Deposit Total	\$ <u>500.00</u>
Balance Due	\$ <u>884.00</u>

Jeff W. Caldwell  
Salesperson Signature / Ext.

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL BUILDING PERMITS \*

\* CUSTOMER IS RESPONSIBLE FOR ALL PA-1 CALL ON ALL FENCE JOBS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Jeff W. Caldwell  
Customer Signature / Date

Exhibit "II"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT, FRONT AND BACK, ARE HEREBY ACCEPTED.  
765-DECK, LLC IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE TO INSTALLERS UPON COMPLETION OF JOB PROJECT.

# 765-DECK, LLC

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## CUSTOMER INFORMATION

NAME: Rhonda Maney  
ADDRESS: 150 Bressler Rd  
CITY: Curwensville STATE: PA ZIP: 16833

PHONE: 236-2793  
DAY PHONE: 705 5661 work  
E-MAIL: \_\_\_\_\_

## DESCRIPTION OF WORK AGREED UPON:

DATE: 1/1

FURNISH AND INSTALL 2 - 3 SECTION CASEMENT WINDOWS  
WITH SCREENS WHITE IN COLOR WITH LOW E AND ARGON GAS.  
CAPPING TO BE BROWN. INSTALLED IN EXISTING OPENINGS  
DOUBLE PANE GLASS.  
INSTALL 2 DOUBLE HUNG WINDOWS IN EXISTING OPENINGS.  
WHITE IN COLOR. TILT TO CLEAN. WITH 1/2 SCREENS. LOW E AND  
ARGON GAS DOUBLE PANE GLASS CAPPING TO BE BROWN.

FURNISH AND INSTALL MODEL S130 SMOOTH STAIN DOOR TO  
BE PAINTED. INTERIOR AND EXTERIOR TO BE WHITE.

WITH BROWN CAPPING. ROUND KNOB WITH DEAD BOLT INSTALLED.  
OPENING SIZE TO BE MADE TO FIT 36" DOOR. NOW 32"  
ALL TRIM TO BE INSTALLED WITH CAPPING TO BE BROWN.

ALL MATERIALS TO BE CLEANED UP AND Hauled AWAY BY CONTRACTOR

5 YEAR WORKMANSHIP WARRANTY APPLIES FROM 765 DECK

— OUTSANDING DUE ~~ATTEX~~ ~~-\$500~~  
TOTAL DUE COSTS

BALANCE DUE UPON COMPLETION OF WORK.

CHANGING THIS TO STOCK  
WINDOWS  
IN KITCHEN!

Rhonda Maney  
Salesperson Signature / Ext.

PACKAGE VALUE	\$
Contract Total	\$ 5966.00
Deposit Total	\$ 2960.00
Balance Due	\$ 30 040.00

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL BUILDING PERMITS \*

\* CUSTOMER IS RESPONSIBLE FOR ALL PA-1 CALL ON ALL FENCE JOBS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Rhonda Maney 6-2-07  
Customer Signature / Date

Exhibit "JJ"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT, FRONT AND BACK, ARE HEREBY ACCEPTED.  
765-DECK, LLC IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE TO INSTALLERS UPON COMPLETION OF JOB PROJECT.

# 765-DECK, LLC

More than just decks!

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## CUSTOMER INFORMATION

NAME: DICK JEAN KIM KIM WITH  
ADDRESS: 10 PINE ST. CLEARFIELD, PA 16830  
CITY: CLEARFIELD, PA ZIP: 16830

PHONE: 314-5710

DAYPHONE: 590-9021

E-MAIL:

DATE: 7/26/01

## DESCRIPTION OF WORK AGREED UPON:

FINAL INVOICE  
VINYL FENCE AND RAILING INSTALLATION ON FRONT + REAR  
OF 100 FT. X 10 FT. DECK

ORIGINAL CONTRACT TOTAL: \$ 3000

DEPOSIT AMOUNT: CHILTON SH - 2000

FINAL AMOUNT DUE: \$ 3000

PACKAGE VALUE: \$

Contract Total:

\$ 3000.00

Deposit Total:

\$ 2000.00

Balance Due:

\$ 3000.00 7/27/01

OUT NOW

Salesperson Signature / EX:

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL BUILDING PERMITS  
\* CUSTOMER IS RESPONSIBLE FOR ALL PA-1 CALL ON ALL FENCE JOBS  
\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION

Exh B1 KK

Customer Signature / Date

Customer Signature / Date

TERMS AND CONDITIONS ON THIS AGREEMENT, FRONT AND BACK, ARE HEREBY ACCEPTED.  
NO CONTRACTS MADE TO INSTALLERS U/P/CN COMPLETION OF JOB PROJECT

# 765-DECK, LLC

More than just decks!

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814-765-3325 PHONE • 814-768-9602 FAX • 765deck.com

## CUSTOMER INFORMATION

NAME: MARILYN Peters  
ADDRESS: 211 Day and Night Drive  
CITY: Dubois STATE: Pa ZIP: 15801

PHONE: 375-4535  
DAY PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

## DESCRIPTION OF WORK AGREED UPON:

DATE: 5/26/07

FURNISH AND INSTALL ALL MATERIALS NEEDED TO INSTALL  
RAILINGS APPROX 98' ALONG SIDEWALK AREA. TO BE WHITE VINYL  
CROWN POINT VICTORIAN 42" height. POST COVERS TO BE VICTORIAN.  
2 GATES TO BE INSTALLED 1 AT ENTRY AT GARAGE 1 AT  
REAR OF HOUSE. AT END OF SIDEWALK. BOTH SELF CLOSING.  
2. RAILINGS FROM DOOR TO GROUND ON CEMENT BESIDE STAIRS  
TO BE WHITE IN COLOR WITH SQUARE PICKETS. VICTORIAN  
POST COVERS.  
PRIVACY FENCE WHITE REGENCY TO ENCLOSE AIR COND. UNIT  
IN REAR OF HOUSE. TO BE CUT DOWN TO 44" IF POSSIBLE.  
FRONT PANEL TO BE ABLE TO BE REMOVED IF NEEDED TO  
SERVICE A/C.

ALL MATERIALS TO BE CLEANED UP AND Hauled AWAY BY CONTRACTOR.  
5 YEAR WORKMANSHIP WARRANTY APPLIES

LIFETIME WARRANTY ON ALL VINYL PRODUCTS FROM MANUFACTURE.

~~FINAL PAYMENT OF \$2493.00 TO BE PAID UPON COMPLETION OF WORK.~~

PACKAGE VALUE \$ \_\_\_\_\_

Contract Total	\$ <u>4993.00</u>
Deposit Total	\$ <u>2500.00</u>
Balance Due	\$ <u>2493.00</u>

Randy W. Caldwell  
Salesperson Signature / Ext.

CK No. 1119

\* CUSTOMER IS RESPONSIBLE FOR SECURING ALL BUILDING PERMITS \*  
\* CUSTOMER IS RESPONSIBLE FOR ALL PA-1 CALL ON ALL FENCE JOBS \*

\* YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Marilyn Peters 05/26/07 Exhibit "LL"  
Customer Signature / Date

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT, FRONT AND BACK, ARE HEREBY ACCEPTED.  
765-DECK, LLC IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL IS TO BE MADE TO INSTALLERS UPON COMPLETION OF JOB PROJECT.

9/25  
9.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL,

Plaintiff

vs.

No. 08-733-C.D.

BENJAMIN J. TIMKO and  
765-DECK LLC,

Defendants

Type of Pleading: Arbitration Statement

Filed on behalf of: Randy W. Caldwell,  
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

RECEIVED

SEP 10 2008

Court Administrator's  
Office

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
: vs. : No. 08-733-C.D.  
: :  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
: :  
:

**ARBITRATION STATEMENT**

AND NOW, comes Randy W. Caldwell by and through his attorneys, Hopkins Heltzel LLP, and files the within Arbitration Statement.

**STATEMENT OF FACTS**

This case is a collection case in which Plaintiff seeks commissions due from the Defendants. Defendant sells and constructs decks and other home additions for retail customers. Defendant hired Plaintiff to be an outside sales representative. Originally the agreement between the parties was that Plaintiff would receive weekly paychecks from Defendant. The agreement changed and Plaintiff received ten (10%) percent of each job he sold. Defendant sold various jobs to retail customers for Defendant and was paid a ten (10%) percent commission. See Exhibit 1.

Plaintiff sold two (2) jobs for which Plaintiff has not been paid. Plaintiff sold a job to Thomas and Elizabeth Ritz for the sum of \$12,000.00 and is owed a commission of \$1,200.00. Plaintiff sold a job to George Yaris for \$13,600.00 and is entitled to a commission of \$1,360.00. The total sum Plaintiff is due is \$2,560.00. Defendant paid Plaintiff \$500.00 on or about January 8, 2008 leaving the amount due of \$2,060.00.

Plaintiff instituted a District Magistrate action and was successful. Plaintiff incurred District Magistrate fees of \$129.15.

Total amount due from Defendant to Plaintiff is \$2,189.15.

## **LEGAL ISSUES**

Breach of contract.

## **WITNESSES**

1. Randy Caldwell  
170 Broad Street, DuBois, PA 15801
2. Benjamin Timko  
P.O. Box 31  
Clearfield, PA 16830
3. George Yaris
4. Thomas Ritz
5. Elizabeth Ritz

Plaintiff reserves the right to amend this list of witnesses at any time prior to arbitration upon notice to Defendants. Further, Plaintiff reserves the right to call any witnesses identified in Defendants' Arbitration Statement.

## **EXHIBITS**

1. District Magistrate Judgment;
2. Letter from Plaintiff to Defendant;
3. Statement of the Defendant;
4. Elizabeth Ritz's quote;

5. Check stub of \$500.00 payment dated December 21, 2007.

Plaintiff reserves the right to amend this list of exhibits at any time prior to arbitration upon notice to Defendants. Further, Plaintiff reserves the right to utilize any exhibit identified in Defendants' Arbitration Statement or Defendant's Answer, New Matter and Counterclaim.

Respectfully submitted,

HOPKINS HELTZEL LLP



\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321**

**15801**

**RANDY W. CALDWELL**  
**720 BROAD STREET**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**CALDWELL, RANDY W**  
**720 BROAD STREET**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**765 DECK LLC**  
**C/O BEN TIMKO**  
**PO BOX 41**  
**CLEARFIELD, PA 16830**

VS.

NAME and ADDRESS

Docket No.: **CV-0000035-08**  
Date Filed: **1/22/08**



**THIS IS TO NOTIFY YOU THAT:**

**FOR PLAINTIFF**

(Date of Judgment) **4/10/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>CALDWELL, RANDY W</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Amount of Judgment</td> <td style="width: 40%; text-align: right;">\$ <b>2,060.00</b></td> </tr> <tr> <td>Judgment Costs</td> <td style="text-align: right;">\$ <b>129.15</b></td> </tr> <tr> <td>Interest on Judgment</td> <td style="text-align: right;">\$ <b>.00</b></td> </tr> <tr> <td>Attorney Fees</td> <td style="text-align: right;">\$ <b>.00</b></td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>2,189.15</b></td> </tr> <tr> <td>Post Judgment Credits</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Post Judgment Costs</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Certified Judgment Total</b> \$ _____</td> </tr> </table>	Amount of Judgment	\$ <b>2,060.00</b>	Judgment Costs	\$ <b>129.15</b>	Interest on Judgment	\$ <b>.00</b>	Attorney Fees	\$ <b>.00</b>	<b>Total</b>	<b>2,189.15</b>	Post Judgment Credits	\$ _____	Post Judgment Costs	\$ _____	<b>Certified Judgment Total</b> \$ _____	
Amount of Judgment		\$ <b>2,060.00</b>															
Judgment Costs		\$ <b>129.15</b>															
Interest on Judgment		\$ <b>.00</b>															
Attorney Fees		\$ <b>.00</b>															
<b>Total</b>	<b>2,189.15</b>																
Post Judgment Credits	\$ _____																
Post Judgment Costs	\$ _____																
<b>Certified Judgment Total</b> \$ _____																	
<input type="checkbox"/> Defendants are jointly and severally liable.																	
<input type="checkbox"/> Damages will be assessed on Date & Time _____																	
<input type="checkbox"/> This case dismissed without prejudice.																	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____																	
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____																	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

4/10-08 Date Patrick N. Ford, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of J

AOPC 315-07

DATE PRINTED:

**EXHIBIT**

SEAL

Ben.

THANKS FOR THINKING OF ME AT CHRISTMAS.  
I Didn't know if you still existed. Being  
you would not return calls or answer your  
cell. But I guess times hasn't changed.  
The check was a nice gesture. But it is  
a long way off from what you owe me.  
Enclosed is a copy of your last letter to  
me stating what was still owed.  
WILKINSON cancelled so that leaves  
RITZ AND YARIS I never received payment  
for work completed.

Enclosed is a new calculator that has  
more features than mine. It includes  
Addition AND multiplication TRY IT out on these  
figures. RITZ — 12000.00  
YARIS — 13,600.00

$\$ 25,600.00$  TOTAL. Completed work  
AND fees checked by  
MIKE AND I before.  
BEGINNING WORK.

All other work that was  
completed before these last 2  
was paid at 10% on cash deals.

NO DISCOUNTS. Therefore to my calculations I  
am owed commission on  $\$ 25,600.00$  how you  
can't figure it up with  $\$ 500$  commission I can't figure  
TRY this with your new calculator.

EXHIBIT

2

25,600
X 10
<hr/> 2,560.00

$\$ 2560.00$  Commission owed. (NO LATE FEES  
 $\$ 500.00$  PAID 1-8-08 4 months  
AFTER completion  
 $\$ 2060.00$  OWED

over —

I WAS TAKING THE ENCLOSED COMPLAINT TO  
MAGISTRATE OFFICE ON THE DAY I RECEIVED YOUR  
LETTER SO I DIDN'T GO. I WILL HOLD OFF  
ON THIS TILL NEXT WEDNESDAY JANUARY 16, 08  
IF I RECEIVE YOUR PAYMENT IN TIME MINUS  
THE \$500.00 PAID I WILL NOT PROCEED WITH  
THE COMPLAINT. I HOPE IT DON'T HAVE TO  
GO THAT FAR THEY HAVE ALREADY TOLD ME  
THEY DO NOT SEE ANY REASON I HAVE NOT  
BEEN PAID. PLUS YOU WILL HAVE TO PAY ME  
COURT COST.

Commission Banned 2,560.00  
PAID ~~\$500.00~~  
Owed \$2060.00

Please make Payment to  
Randy Calowell  
720 BROAD ST  
DUBOIS PA 15801

The Check You Sent  
HAS 72 BROAD ST  
CLARFIELD PA  
16830  
ON THE CHECK  
MUST OF BEEN A CLERICAL  
MISTAKE.

I WILL DROP OFF REMAINING DUES EQUIPMENT  
AND DOOR KEYS UPON RECEIVING PAYMENT.  
THANK YOU.

OH YES PLEASE ENJOY YOUR NEW CALCULATOR  
MERRY CHRISTMAS SOORY IT WAS LITTLE

SORRY I CAN DO math  
much better than Spelling

Ben Timko's

# 765-DECK

P.O. Box 41 Clearfield Mall 1800 Daisy St.  
Clearfield, Pa 16830

Phone: 814-765-3325 Fax: 814-762-8137 Mobile: 814-592-9544

765deck@atlanticbb.net e-mail 765deck.com

April 7	\$500 Asphalt Dr.	Subcontract	\$2180
April 7	\$1000 Asphalt Dr.		
May 4	\$680 Asphalt Dr.		
 Cash			
\$400	Shows	Cash	\$700
\$100	Fuel Reimbursement		
\$200	Fuel Reimbursement		
 Fuel			
\$510	Fuel Total 2 Months	Fuel	\$510
Payroll	3/23/07 - 6/29/07 16 checks @ \$400 Salary	Salary	\$6400
		Total Paid	<u>\$9,790.00</u>

Jobs Sold

Breon	\$1,670.00
Rigante'	\$24,666.00
Peterson	\$2,664.00
Edger	\$13,905.00
O'Donnell	\$7,000.00 (DH 300's) 5%
Pilatsky	\$3,000.00
Smith	\$6,800.00
Wood	\$2,800.00
Schpack	\$1,384.00
Maney	\$5,400.00
Klinkensmith	\$5,000.00
Peters	\$4993.00
McCoy	\$1219.00

*12000.00 47*

\$83,301.00 Total Sold at 10% = \$8,330.00 Commission Due

Jobs Not Completed: Yarus Wilkenson & Ritz Approx. \$39,000 Total We will see how they go.

mailed letter  
Nov 2 ~  
Registration Payment

*YARUS 13,000 Wilkenson 13,400<sup>00</sup>  
AND RITZ 12,000 CANCELLED SALE  
BEFORE IT GOT STARTED*

EXHIBIT



BENJAMIN J. TIMKO

5138

RANDY CALDWELL

12/21/2007

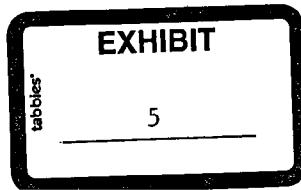
500.00

RANDY:

I WENT THRU THE NUMBERS  
AND I BELIEVE THIS EVENS  
US OUT. MERRY CHRISTMAS!

County National Bank

500.00



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

RANDY W. CALDWELL, :  
Plaintiff :  
: :  
vs. : No. 08-733-C.D.  
: :  
BENJAMIN J. TIMKO and :  
765-DECK LLC, :  
Defendants :  
: :

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Arbitration Statement filed on behalf of Plaintiff, Randy W. Caldwell, was served on the 8 <sup>th</sup> day of September, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

James A. Naddeo, Esquire  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830

Richard H. Milgrub, Esquire  
211 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

Gary Knaresboro, Esquire  
33 Beaver Drive, Suite 2  
DuBois, PA 15801

Eric E. Cummings, Esquire  
110 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

HOPKINS HELTZEL LLP

  
\_\_\_\_\_  
David J. Hopkins, Esquire  
100 Meadow Lane, Suite 5  
DuBois, PA 15801