

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

FILED *PA \$95.00 Att*
ICC P14
Att Naddeo
mt J For.
0/3:40um
APR 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

FROM

FILED

DISTRICT JUSTICE JUDGMENT

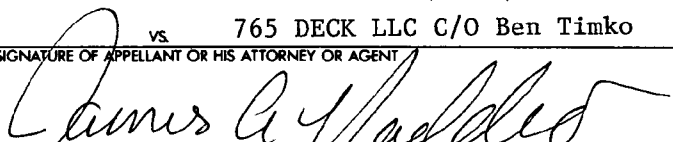
APR 22 2008

COMMON PLEAS No. 08-733-CD

NOTICE OF APPEAL

William A. Shaw
Prothonotary/Clerk of Courts

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 		

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.

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.

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.

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 _____, _____

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

FROM

FILED

DISTRICT JUSTICE JUDGMENT

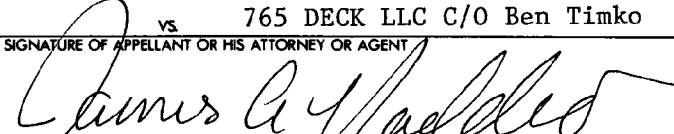
APR 22 2008

COMMON PLEAS No. 08-733-CD

NOTICE OF APPEAL

William A. Shaw
Prothonotary/Clerk of Courts

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DATE OF JUDGMENT 4/10/08	IN THE CASE OF (Plaintiff) Randy W. Caldwell		(Defendant) 765 DECK LLC C/O Ben Timko
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Signature of Prothonotary or Deputy

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(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

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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.

Signature of appellant or his attorney or agent

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

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Date: April 22, 08.

Signature of Prothonotary or Deputy

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

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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 _____, _____



COURT OF COMMON PLEAS

46th
JUDICIAL DISTRICT

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 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>[Signature]</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

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Signature of Prothonotary or Deputy

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(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.

[Signature]
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**

[Signature]
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**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
CALDWELL, RANDY W
720 BROAD STREET
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
765 DECK LLC
C/O BEN TIMKO
PO BOX 41
CLEARFIELD, PA 16830

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

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



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (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	\$ 2,060.00
Judgment Costs	\$ 129.15
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,189.15
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
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.

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 - PJF**, 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

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

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>93.50</u>	<u>1/22/08</u>
POSTAGE	\$ <u> </u>	<u> </u>
SERVICE COSTS	\$ <u> </u>	<u> </u>
CONSTABLE ED.	\$ <u> </u>	<u> </u>
TOTAL	\$ <u> </u>	<u> </u>

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



APR 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

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 \$ 2,560.00 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
FOR 2 DECK JOBS THAT I SOLD WHILE EMPLOYED BY HIM.
JOBS TOTAL WERE RITZ
12000.00
13600.00
\$25600.00
AT 10% COMMISSION
IRISHTOWN RD
GRANPION
\$12000.00 - YARIS - 13,600 - 372-2921
T.L. DUBOIS.

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
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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: NAME and ADDRESS
CALDWELL, RANDY W
720 BROAD STREET
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
765 DECK LLC
C/O BEN TIMKO
PO BOX 41
CLEARFIELD, PA 16830

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



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (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	\$ 2,060.00
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Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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FILED

m11231601
APR 28 2008 (62)

William A. Shaw
Prothonotary/Clerk of Courts

4-10-08 Date *Patrick N. Ford - wtf*, 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.

BENJAMIN J. TIMKO and
765-DECK LLC,

Defendants

No. 08-733-C.D.

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
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.

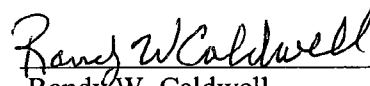
Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. J. Hopkins", is written over a horizontal line.

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

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 Complaint, filed on behalf of Randy W. Caldwell, was forwarded by first class mail, postage prepaid, on the 9th 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 *Att'y*
03:26
Naddeo

MAY 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

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.

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*
*
*
*
*
*
*

No. 08-733-CD


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, Esquire
Attorney for Defendants

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.

*
*
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*
*
*
*
*

No. 08-733-CD

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: *27*

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~~ rendered 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.

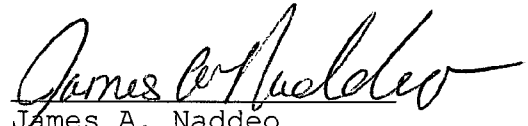
44. Plaintiff owes the Defendant, 765-DECK, LLC, \$1,257.00.

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:

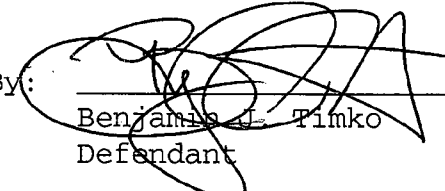
A handwritten signature in cursive script, appearing to read "James A. Naddeo", written over a horizontal line.

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.

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

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*
*
*
*
*
*
*

No. 08-733-CD

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

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

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

DECK PRICE SHEET

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 HINDGES + 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 \$15 PER MOUNT NEEDED	6050 PYRAMID TO LIGHT (INCLUDES WIRE)	PER LIGHT	\$75
	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 \$15			
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			
<i>RAILING ON CONCRETE</i>			
PORCH COLUMNS			
<i>INSTALLED</i>	5" DECROTIVE COLONIAL COLUMN 5000 LB RATED	PER	\$275
	5" SQUARE COLUMN 5000 LB RATED	PER	\$220
	4" VINYL SLEVE OVER 4"x4" TREATED POST (IF NEEDED)	PER	\$170
NEWEL POSTS	NEWEL POST INCLUDES: 30" GALV. COATED MOUNT,	PER	\$97.00
<i>INSTALLED</i>	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)		
<i>REG. OR STAIR</i>	6" SHEFFIELD 1.4" SQUARE PICKET	PER	\$220
<i>WHITE OR TAN!!!</i>	8" SHEFFIELD 1.4" SQUARE PICKET	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
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!			

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	QUAN.	PRICE	PRICE
	LOW VOLTAGE (12 volt)			
	5X5 VINYL POSTS 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			
4X4 WOOD POSTS LOW VOLTAGE				
DLA6010 SLOPED PLASTIC	WHITE			
DLA6012	NATURAL BROWN			
DLA6014	GREEN			
DLA6018	BLACK			
	WITE			
DLA6020 BOX W/SLOPED PLASTIC	NATURAL BROWN			
DLA6022	GREEN			
DLA6024	BLACK			
DLA6028	WHITE			
DLA6030 PLASTIC METAL TOP	NATURAL BROWN			
DLA6032	GREEN			
DLA6034	BLACK			
DLA6038	WHITE			
DLA6040 FLAT/BARRED GLASS	NATURAL BROWN			
DLA6042	GREEN			
DLA6044	BRONZE			
DLA6045	BLACK			
DLA6048	WHITE			
DLA6050 SLOPED/FANCY GLASS	NATURAL BROWN			
DLA6052	GREEN			
DLA6053	BLACK			
DLA6054	BRONZE			
DLA6055	BACK			
DLA6058	WHITE			
DLA6080 GLASS BALL	NATURAL BROWN			
DLA6082	GREEN			
DLA6084	BLACK			
DLA6088				

Customer Signature _____ Thank You
Date: _/_/_ We look forward to serving you in the future.....

Billing Date: __/__/__
NET 30 DAYS
FINANCE CHARGE: 2% PER 30 OR 24% ANNUAL

PRICE LIST 1/1/06			
765-DECK		LIGHTS	
		ACCESSORIES	
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		
ALL LIGHT ORDERS ARE SUBJECT TO SALES TAX AND UPS SHIPPING CHARGES			

Customer Signature

Thank You

Date: ____/____/____

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

PAGE: 1
CUSTOMER COPY

Billing Date: __/__/__
NET 30 DAYS
FINANCE CHARGE: 2% PER 30 OR 24% ANNUAL

PRICE LIST 1/1/06				
765-DECK		LIGHTS		
		4X4 VINYL POSTS		
		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

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

\$42 per sash

OBSCURE

TEMPERED

OPTIONS

\$25 UPGRADE TO FULL SCREEN

\$5 ADDITIONAL LOCK

FINSH & TRIM

INTERIOR SILL	\$120
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EXTERIOR SILL	\$120
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INTERIOR CASING	\$120
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INTERIOR CASING AND EXTENSION JAMBS	\$175
-------------------------------------	-------

INTERIOR JAMBS, SILL, & CASING	\$275
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(NO STAINING OR PAINTING!!!!)

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	3STORY	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
	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

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

DECKING	S.Q. F.T. LIST PRICE	11%
	S.Q. F.T. DISCOUNT	10%
	S.Q. F.T. LAST	7%

ALL	STEPS	8%
-----	-------	----

ALL	ADD ONS	5%
-----	---------	----

ALL RAILING ITEMS	9%
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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: _____

DESCRIPTION OF WORK AGREED UPON:

WORK TO BE DONE
AFTER JUNE 9, 2007

FURNISH AND INSTALL ALL MATERIALS TO BUILD A 20X14 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 CAPING. 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 BOARDS ON LEFT AND RIGHT SIDES OF HOUSE TO BE CAPED TAN
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.

Randy Caldwell
Salesperson Signature / Ext.

Discount
Price

PACKAGE VALUE \$ 13200.00

Contract Total 12000.00

Deposit Total _____

Balance Due _____

* 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 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. \$2,185.00	Extra Disc. (\$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 Construcion	\$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.
Total Discount	\$5,576.00	\$4,736.00	\$4,176.00

Ben Timko's 765-DECK

More than just decks!

CUSTOMER INFORMATION

NAME: George and Sue Yarus
ADDRESS: 1404 T.L.
CITY: Dubuque STATE: IA ZIP: 52001

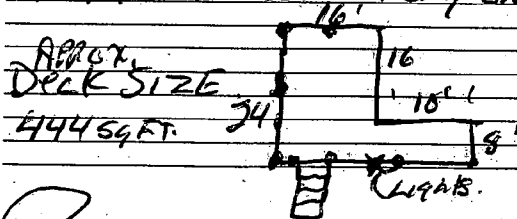
PHONE: 372-2424
DAY PHONE: _____
E-MAIL: _____

(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. 5 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 MUSHROOM BROWN IN COLOR.
All LOW VOLTAGE WIRE TO BE INSTALLED THRU RAILINGS.
By Contractor.

ALL MATERIALS TO BE CLEANED UP AND HAULED AWAY BY CONTRACTOR.
5 YEAR WORKMANSHIP WARRANTY APPLIES.
LIFE TIME WARRANTY ON ALL VINYL PRODUCTS BY MANUFACTURER.



Randy Caldwell
Salesperson Signature / Ext.

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. *

[Signature]
Customer Signature / Date

Exhibit "D"

[Signature]
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.

FILED

JUN 11 2008

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

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.

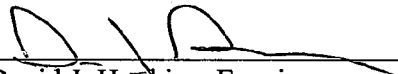
43. Denied. Plaintiff telephoned Timko from the Yarus' home and Defendants authorized Plaintiff to enter into the Yarus contract.

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

A handwritten signature in black ink, appearing to read 'D. J. Hopkins', is written over a horizontal line.

David J. Hopkins, Esquire
Attorney for Plaintiff

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

RANDY W. CALDWELL,

Plaintiff

vs.

BENJAMIN J. TIMKO and
765-DECK LLC,

Defendants


:
:
:
:
:
:
:

No. 08-733-C.D.

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 10th 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

UA

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 6-20-08

CASE NUMBER
2008-733 CD

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint
Filed:
May 12, 2008

() Jury () Non-Jury
(X) Arbitration

2 days/hours

PLAINTIFF(S)

RANDY W. CALDWELL
DEFENDANT(S)

()

Check block if a Minor
is a Party to the Case

BENJAMIN J. TIMKO and
765-DECK LLC

()

ADDITIONAL DEFENDANT(S)

()

FILED
06/23/08
JUN 27 2008

NO
CC

William A. Shaw
Prothonotary/Clerk of Courts

Atty Hopkins
pd. \$20.00

(612)

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

N/A

N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED


More than
&
\$2,189.15

() yes (X) no

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 13th 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, 2nd 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 ^{6cc}
018:4560 ^{CIA}
AUG 14 2008


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

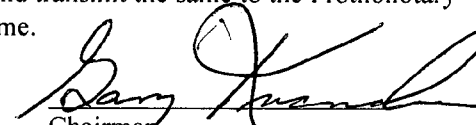


OATH OR AFFIRMATION OF ARBITRATORS

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.

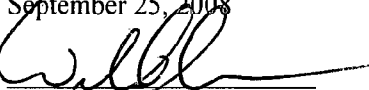
Gary Knaresboro, Esq.

Theron G. Noble, Esq.

Eric Cummings, Esq.

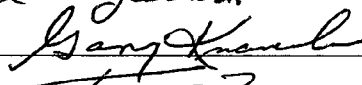

Chairman



Sworn to and subscribed before me this
September 25, 2008

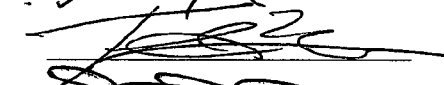


Prothonotary

AWARD OF ARBITRATORS

Now, this 25th 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.  Chairman

(Continue if needed on reverse.)


ENTRY OF AWARD

Now, this 25th 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

FILED

0112:44/61
SEP 25 2008


Prothonotary
By _____

William A. Shaw
Prothonotary/Clerk of Courts
Notice to Amos Hopkins
and Naddo 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.

BENJAMIN J. TIMKO and
765-DECK LLC,

Defendants

No. 08-733-C.D.

Type of Pleading: Praecept 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

William A. Shaw
Prothonotary/Clerk of Courts

2cc + 2 cert
of Disc.

TO ATTY
(610)

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

RANDY W. CALDWELL,

Plaintiff

vs.

BENJAMIN J. TIMKO and
765-DECK LLC,

Defendants

No. 08-733-C.D.

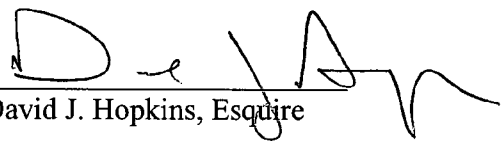
PRAECIPE TO DISCONTINUE

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

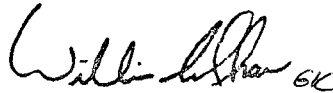
Commonwealth of PA
County of Clearfield

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

9/25

Court Administrator's

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

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

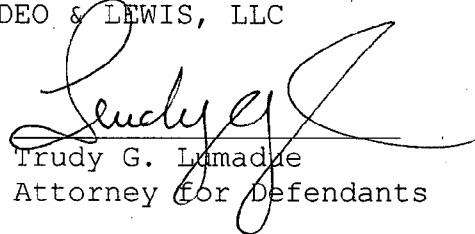
Z. List of Jobs Sold by Randy Caldwell
AA. Breon Contract
BB. Rigante Contract
CC. Peterson Contract
DD. Egger Contract
EE. O'Donnell Contract
FF. Pilatsky Contract
GG. Smith Contract
HH. Wood Contract
II. Schpack Contract
JJ. Maney Contract
KK. Klinkensmith Contract
LL. Peters Contract

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. Lymadue
Attorney for Defendants

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

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

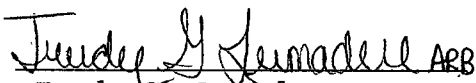
Theron G. Noble, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830

Gary Knaresboro, Esquire
33 Beaver Drive
DuBois, PA 15801

Eric E. Cummings, Esquire
110 N. 2nd Street
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By:


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		
Total Price		\$17,577.00	\$16,185.00	\$15,257.00
Sold Job at	-	\$14,000.00		
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		
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 "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 Construcion	\$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
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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.
Total Discount	\$5,576.00	\$4,736.00	\$4,176.00

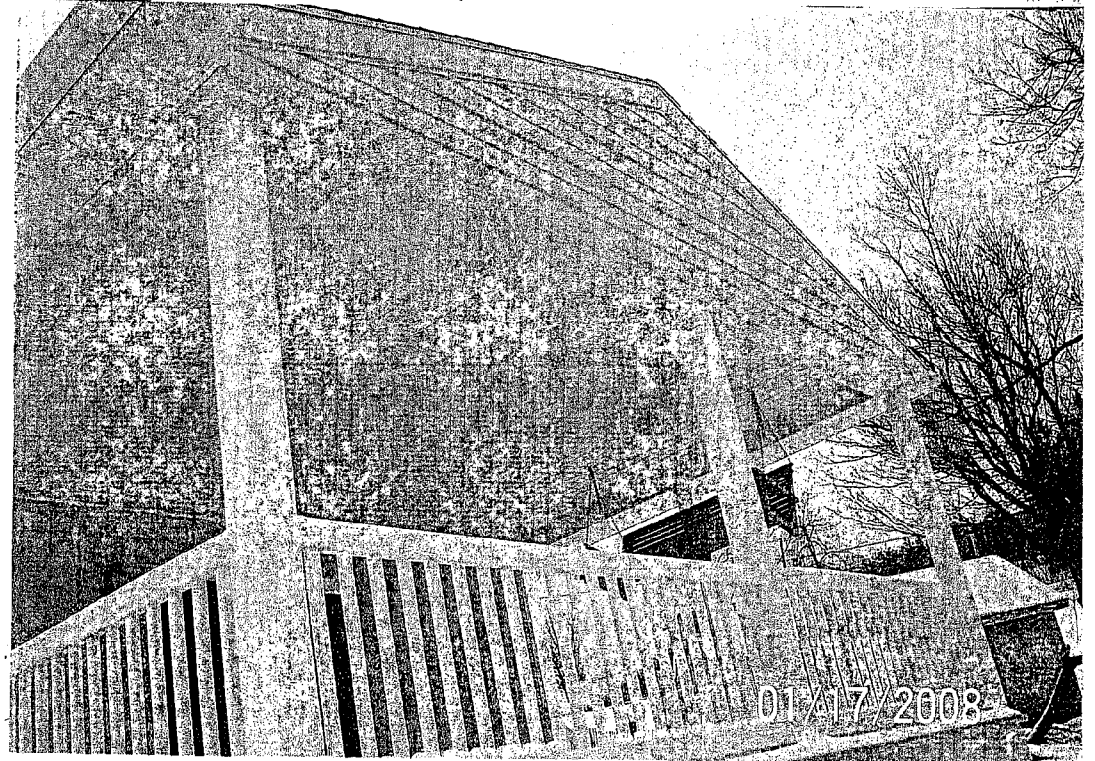
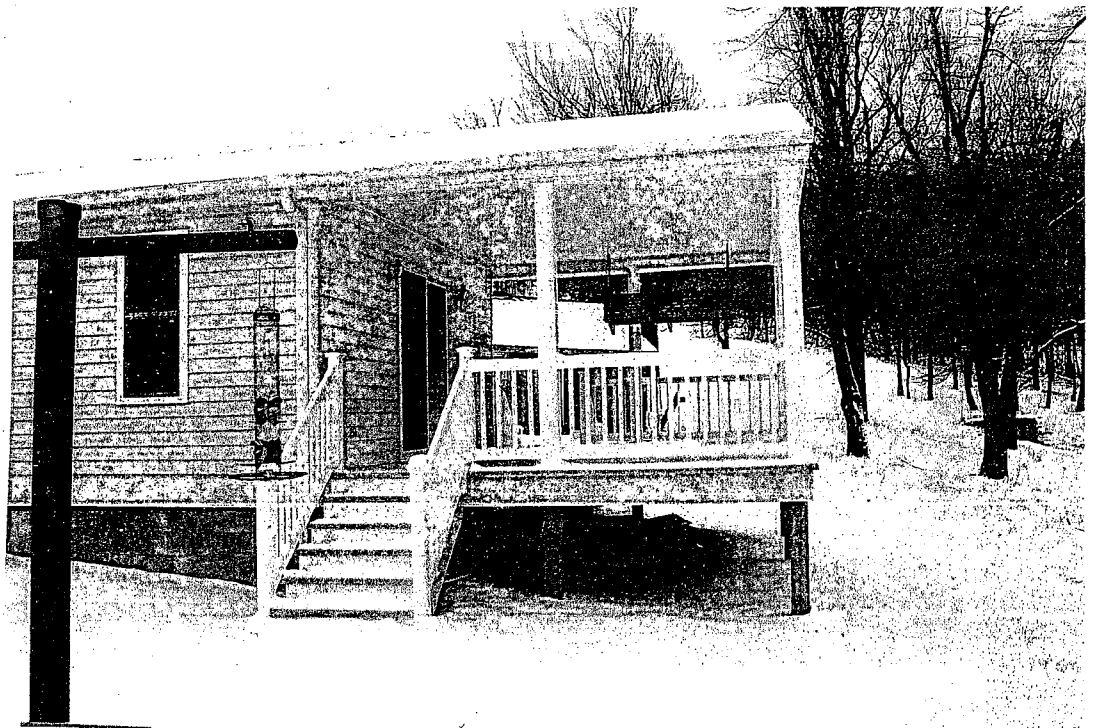
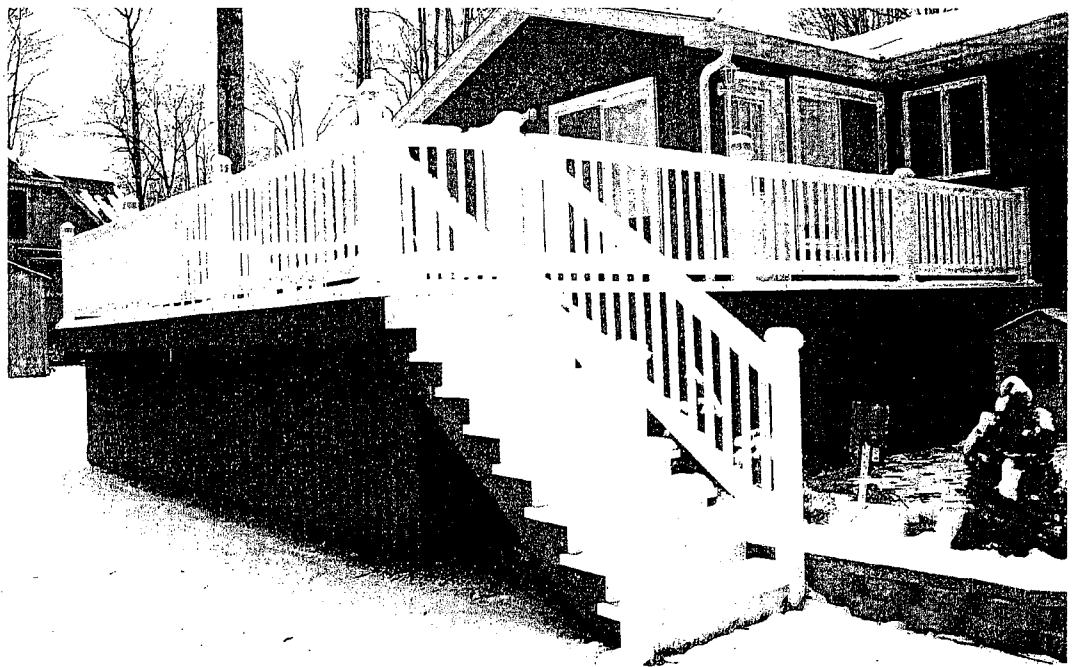


Exhibit "B"



Ben Timko's 765-DECK

More than just decks!

P.O. BOX 41 CLEARFIELD, PA 16830 • SHOWROOM LOCATION AT CLEARFIELD MALL

CUSTOMER INFORMATION

NAME: ELIZABETH RITZ
ADDRESS: 5913 IRISH TOWN RD
CITY: GRAMPIAN STATE: PA ZIP: 16838

PHONE: 583 7009
DAY PHONE: _____
E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON: WORK TO BE DONE AFTER JUNE 9, 2007

FURNISH AND INSTALL ALL MATERIALS TO BUILD A 20X14 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 CAPING. 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 BOARDS ON LEFT AND RIGHT SIDES OF HOUSE TO BE CAPPED TAN. 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.

Angie Caldwell
Salesperson Signature / Ext.

Discount
Price

PACKAGE VALUE \$ 13200.00

Contract Total 12000.00

Deposit Total _____

Balance Due _____

* 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 7-23-07
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"

5-83
7009

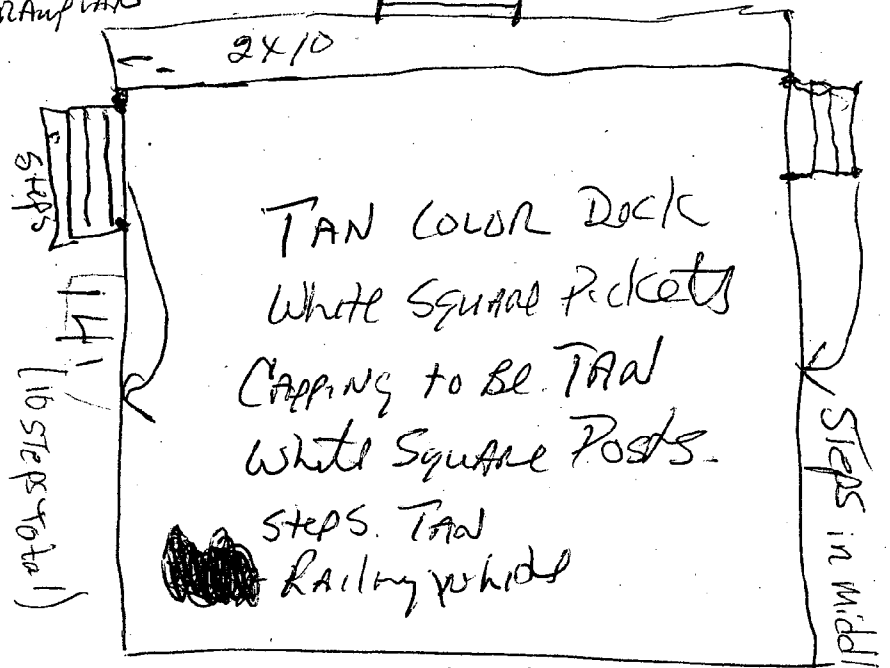
^{TEAM} Pennsylvania CareerLink

Tom Rtt 2

Clearfield

5913 INGLETON RD
GRANVILLE

3 1/2" Bottom Door
To 2X10



one 2x2x10

Roof over entire deck 20' Gable Extended
3' Top of 2X10 To Ground level
8' Top of 3X10 To Gable corner
NO Lights 30" Gutter.

Steps in middle. 4' steps wide.

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

Permit # BLB 5-07

Municipality

Permit Issued Date: 18-Sep-07

Permit Update Date:

TAX ID # _____ Lot _____

Work Site Location: 5913 IRISHTOWN RD.

Contractor: 765 DECK

GRAMPIAN, PA 16838

Address: P.O. BOX 41

Owner in Fee: THOMAS & ELIZABETH RITZ

CLEARFIELD, PA 16830

Address: SAME

Tel. (814) 765-3325

Fed. Emp. No.

Tel. (814) 583-7009

Is hereby granted permission to perform the following work:

<input checked="" type="checkbox"/>	BUILDING	<input type="checkbox"/>	PLUMBING	<input type="checkbox"/>	LEAD HAZARD ABATEMENT
<input type="checkbox"/>	ELECTRICAL	<input type="checkbox"/>	FIRE PROTECTION	<input type="checkbox"/>	ASBESTOS ABATEMENT
<input type="checkbox"/>	DEMOLITION	<input type="checkbox"/>	MECHANICAL	<input type="checkbox"/>	OTHER

DESCRIPTION OF WORK: DECK W/ROOF

ated Cost of Work: \$ 12,000.00

Building Code Official WAK Date September 18, 2007

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.:	2033
Cash	
Collected By:	SJH

Exhibit "E"

Ben Timko's 765-DECK

More than just decks!

FOOTING IN CLEARFIELD PA 15830 • SHOW ROOM LOCATION AT CLEARFIELD MALL

CUSTOMER INFORMATION

NAME: George And Sue Yarus
ADDRESS: 1404 T.L.
CITY: DuBois STATE: PA ZIP: 15801

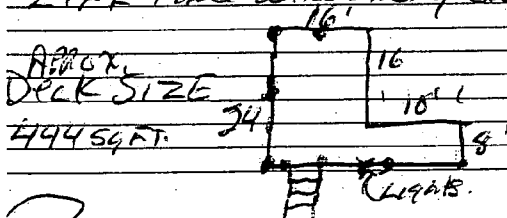
PHONE: 372-2424
DAY PHONE: _____
E-MAIL: _____

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. SCREEN 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 BRUSH BROWN IN COLOR.
ALL LOW VOLTAGE WIRE TO BE INSTALLED THEN RAILINGS.
By CONTRACTOR

ALL MATERIALS TO BE CLEANED UP AND HAULED AWAY BY CONTRACTOR
5 YEAR WORKMANSHIP WARRANTY APPLIES
LIFE TIME WARRANTY ON ALL VINYL PRODUCTS BY MANUFACTURER.



Randy W. Caldwell
Salesperson Signature / Ext.

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. *

[Signature]
Customer Signature / Date

Exhibit "F"

[Signature]
Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK

**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. <u>444</u> x \$ <u>30.00</u>	Total \$ <u>13320</u>	% <u>10</u>	= Comm. \$ <u>1332.00</u>
Reface Stairs	No. Of. _____ x \$ _____	Total \$ _____	% <u>8</u>	= Comm. \$ _____
48" New Stairs	No. Of. <u>6</u> x \$ <u>125</u>	Total \$ <u>750</u>	% <u>8</u>	= Comm. \$ <u>60.00</u>
Add Ons 5 LIGHTS AND TRANSFORMER WITH POST.		Total \$ <u>795</u>	% <u>5</u>	= Comm. \$ <u>29.75</u>
Railing SOFFIT-UNDER Deck 66Ft.		Total \$ <u>400</u>	% <u>9</u>	= Comm. \$ <u>36.00</u>
16' Bench		Total \$ <u>500</u>	% <u>10%</u>	= Comm. \$ <u>50.00</u>
NOT 4x4 wants 6x6 Post		Total \$ <u>200</u>	% <u>10%</u>	= Comm. \$ <u>20.00</u>
Windows	List Price \$ _____ Discount _____	Total \$ _____	% _____	= Comm. \$ _____
DH 300 Windows		Total \$ _____	% <u>5</u>	= 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 - \$9.20

Total Contract List Price \$ 16,165 Sold For \$ _____ % _____

Total Commission Due \$ _____

Exhibit "G"

Deck color TAN

$$24 \times 16 = 384$$

56" high OFF GROUND.

6X6 POST —

RAILINGS.

16' Bench

5 Lights — TRANSFORMER

48" Steps —

SOFFIT 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~~ TAN
BROWN

$$24 \times 16 = 384$$

$$6 \times 10 = 60$$

OFFSET
'16
24
26
66 FT.

$$\begin{array}{r} 44459 \text{ FT.} \\ \times 30 \\ \hline 13320 \end{array}$$

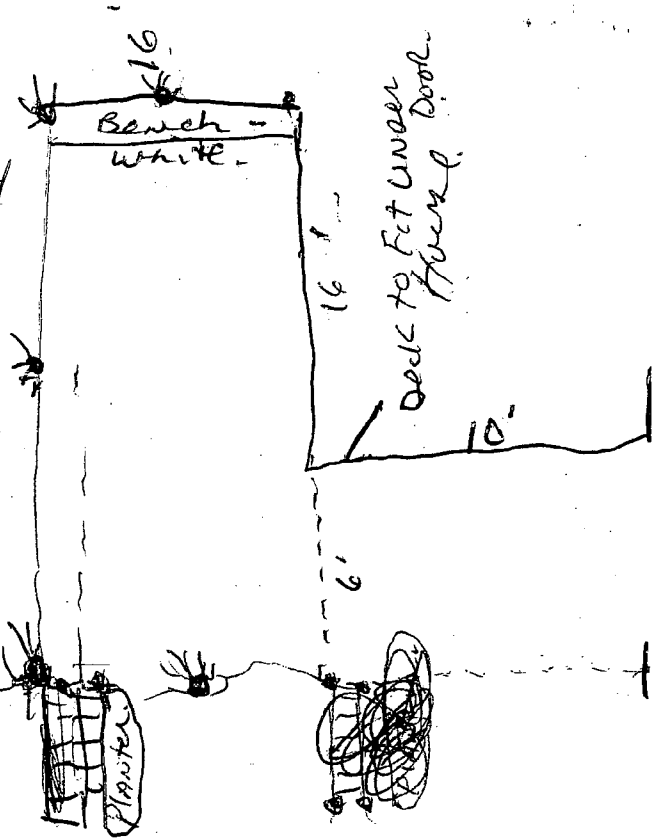
$$\begin{array}{r} 444 \\ \times 27 \\ \hline 11988 \end{array}$$

Exhibit "H"

TRANSFORMER \$145.00

5 Lights 425

6 Steps —



765-DECK
JOB WORK ORDER
DRAWING SHEET

CLIENT NAME: GEORGE YARAS JOB #: _____
DATE: 6/25/02 MATERIAL ORDERED BY: _____

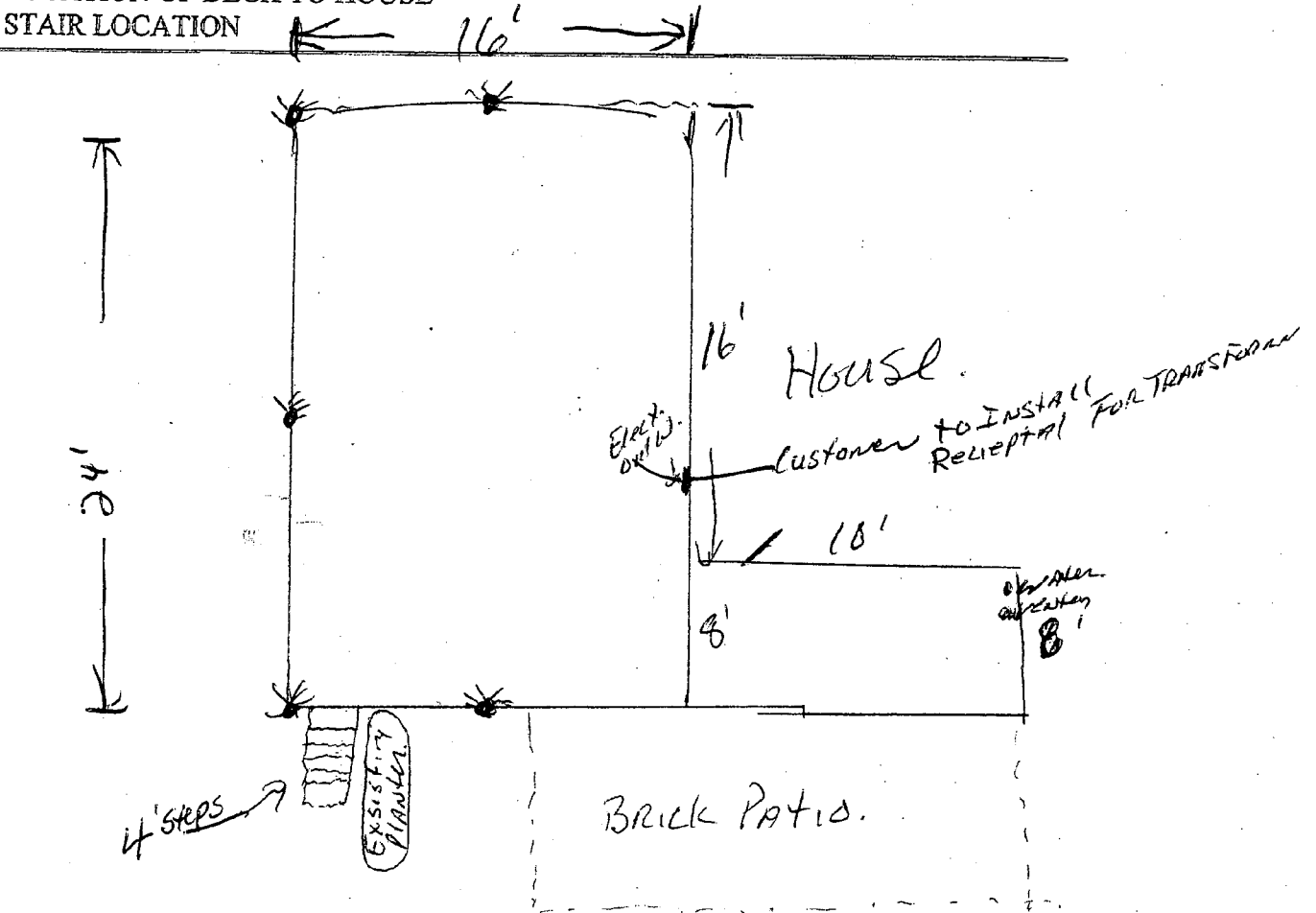
NEW CONST. DECK DECK REFACE RAILING ON CONCRETE RAILING

SHOW DECKING DIRECTION

RAILING POSTS

LOCATION OF DECK TO HOUSE

STAIR LOCATION










 LIGHTED POST TOP
  ELECTRICAL OUTLET
  WATER SPICKET
 CANTILEVER
 DRYER VENT
 HOT TUB DISCONNECT
 SPECIALTY RAILING

Exhibit "I"

Answer

George YARUS T.L.
Ben Timko's 765-DECK
DECK WORK ORDER SHEET

JOB DESCRIPTION: (CIRCLE ONE) NEW DECK * DECK REFACE * RAILING ON CONCRETE * RAILING

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

CLAY
☒ TAN
GRAY
LIGHT GRAY
T-STRIP NEEDED

SHEFFIELD (SQ.)
EASTPORT (SPIN)
OTHER

White Pickets
☒ TAN RAILS
CLAY (S.O.)
OTHER

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

C-CHANNEL
L-TRIM
COLOR *Tan*

ADD POST (S)
ADD HANGERS
ADD LAGS, ETC.
ADD JOISTS

0-4' HIGH
4'-8' HIGH
WHITE
TAN
CLAY
OTHER

Entry Under Deck
3' GATE OR LESS
DOUBLE GATE

AZEK (WHITE)
AZEK (PAINTED)
COLOR
ALUMINUM CAP

6040 FLAT
6050 PYRAMID
6080 GLASS BALL
WHITE
TAN

IN POST
COLOR
IN SOFFIT
COLOR

121 V.
6 OR LESS
181
7 OR MORE
OTHER

2X10
2X8
4X4 POSTS
5X5 POSTS
6x6 posts.

YES
YES
SPECS ON
DRAWING

4' OR LESS
8' OR LESS
OVER 8'

☒ SHEFFIELD
SQUARE PKT.
EASTPORT
SPINDLE
OTHER

COLOR: *Tan Rails*
PICKETS: *White*
RAIL CAP: *Tan Square*
NEWEL CAPS:
SKIRTS:
RADIUS: YES OR NO

4X4 WOOD
4X4 DECK MOUNT

4X4 S.S. MOUNT
5X5 MOUNT (WHY)

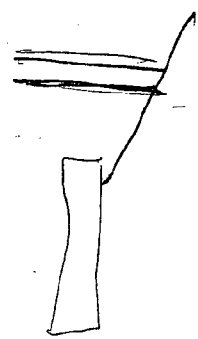
☒ SPICKET
OUTLET
DRYER VENT
OTHER

*Cut out as
Back to Allow it to Fit.*
Answer: no minor work

15" x 19 1/2"

George Timko - 1.1.1.
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

☒ SOFFITED IN
ALUMINUM CAPPING
NO FINISH
AZEK BOARD
AZEK PAINTED

REQUIRE CENTER
POST SUPPORT

☒ NORMAL 48"
WIDER
SPECIFIC WIDTH

COLOR
☒ TO MATCH DECK
SPECIFY

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: P172
Ordered by: _____

765- DECK

Put Together by: _____
Date: ____/____/____

PART NUMBER	DESCRIPTION	QUAN.	COLOR CIRCLE ONE	CHECK OFF ITEMS	# OF ITEMS NEEDED	ITEMS ORDERED (CIRCLE)
W=136 STANDARD WHITE						
T=TAN						
G=GRAY						
C=CLAY						
RAILS AND REINFORCEMENT						
6' RAILS	1.4 ROUTERED RAILS	10	W T C G			Y N
8' RAILS	1.4 ROUTERED RAILS	4	W T C G			Y N
10' RAILS	1.4 ROUTERED RAILS	1	W T C G			Y N
6' STAIR RAILS	1.4 STAIR RAILS	8	W T C G			Y N
8' STAIR RAILS	1.4 STAIR RAILS	1	W T C G			Y N
10' STAIR RAILS	1.4 STAIR RAILS	1	W T C G			Y N
SQUARE PICKETS	1.4 SQUARE PICKETS	150	W T C G			Y N
SPINDLES	1.4 EASTPORT SPINDLES	1	W T C G			Y N
BELLY PICKETS	1.4 BELLY PICKETS	1	W T C G			Y N
6' GALV. STEEL	REINFORCEMENTS	18				Y N
8' GALV. STEEL	REINFORCEMENTS	4				Y N
10' ALUMINUM	REINFORCEMENTS	1				Y N
COLUMNS, POSTS, POST MTS						
38" NEWEL POST BLANK	BLANK NEWEL POST 38"	1	W T C G			Y N
24' 4X4 POST	BLANK VINYL 4X4 POST 289"	5	W T C G			Y N
24' 5X5 POST	BLANK VINYL 5X5 POST 289"	1	W T C G			Y N
10' 6X6 POST	BLANK VINYL 6X6 POST 121"	1	W T C G			Y N
5.5" X 5.5" WRAP	DECROITIVE VINYL 5 1/2" POST WRAP	1	W T C G			Y N
DECROITIVE PORCH COLUM.	4 PER POST NEEDED					
SQUARE PORCH COLUM.	5" COLONIAL PORCH COLUMN KIT	1	W T C G			Y N
STAINLESS CONCRETE MT.	5" SQUARE PORCH COLUMN KIT	1	W T C G			Y N
7" & 8" COLUMNS	STAINLESS STEEL CONCRETE MOUNT	1	W T C G			Y N
GALV. 30" CONCRETE MT.	BY QUOTE NEED DECROITIVE SPECS.	1				Y N
DECK POST MOUNT	GALVINIZED STEEL CONCRETE MOUNT	1				Y N
	DECK BAND JOIST GALV. STEEL MOUNT	1				Y N

Exhibit "L"

Job Orderer Signature _____
Job Put Together Signature _____
Job Loader: _____
Signature: _____

Job: _____
Ordered by: _____

766-DECK

Put Together by: _____
Date: ____/____/____

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

Job Orderer Signature _____

Job Put Together Signature _____

Job Loader: _____
Signature: _____



Curwensville 814-236-0220 Dubois 814-371-8311 Indiana 724-346-2281 Butler 724-362-3100 Muncy 570-546-4026
 State College 814-327-3511 Grove City 724-433-5501 Harrisburg 717-525-4781 Lancaster 717-585-5392 Reinholds 717-536-5400
 Leazer Truss Systems, Inc. Leazer Commercial Sales Leazer Commercial Doors Leazer Insulation Services Leazer Insulated Solutions
 Curwensville 814-236-0975 Curwensville 814-237-3511 State College 814-237-3511 Curwensville 814-236-7104 Curwensville 814-236-1105
 York 717-288-8900 Williamsport 570-323-9889



Visit Us At www.leazerlumber.com

TYPE OF TRANSACTION

CREDIT MEMO

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SHIP TO:

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CURWENSVILLE

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BEN TIMKO'S 765-DECK

P.O. BOX 41

814-765-3325

CLEARFIELD

PA 16830

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ORDER QUOTE NO.

PA NO.

RETURN

JOB NUMBER

TO FIX 80084991

TRUCK NO.

DRIVER

SALESMAN

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Mike Willis

PRICE/UNIT

EXTENSION

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PHONE: (814) 236 - 0975
FAX: (814) 236-0979
P.O. BOX 217
1144 Bailor Drive, Industrial Park
Curwensville, PA 16833
martyvrydcom@iezzler.com

LEZZER MANUFACTURING APPROVAL SHEET

September 25, 2007

12:13 PM

CUSTOMER NAME: Ben Timko

CUSTOMER ACCOUNT NUMBER: **SALESPERSON**

JOB NAME: Ritz DESIGNER: M.R.

INSTALLED STATUS (Y/N)?	INSTALLED PROJ. #	JOB NAME
--------------------------------	--------------------------	-----------------

COMMERCIAL JOB (Y/N)? ☐ Y ☐ N

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

TERMS FOR APPROVED CREDIT ACCOUNTS ARE NET 30 DAYS.

**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: 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: 10/1/2011

Exhibit "N"

Job Q0749037	Truss GE1	Truss Type GABLE	Qty 1	Ply 1	Riz Job Reference (optional)
-----------------	--------------	---------------------	----------	----------	---------------------------------

Lezzer Truss Systems, Inc., Conowingo, Pa. 16633 6.800 a Jan 15 2007 Mittek Industries, Inc. Tue Sep 25 11:17:31 2007 Page 1

0-11-12 5-4-7 8-11-2 14-5-13 19-10-4 20-10-0
0-11-12 5-4-7 4-6-11 4-6-11 5-4-7 0-11-12
Scale = 1.36.3

22' 3/4" IS WHEN THE 1 1/2" FASCIA IS APPLIED.
22-0-12

6-10-11 8-10-11 12-11-9 6-0-15 19-10-4 6-10-11

Plate Offsets (X,Y): [1:0-3-0,0-3-0]										
LOADING (psf)	SPACING	2-0-0	C8I	DEFL	in	(loc)	I/defl	L/d	PLATES	GRIP
TCLL 30.0	Plates Increase	1.05	TC 0.35	Vert(LL)	-0.12	H-J	>999	240	M120	197/144
TCOL 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: 79 lb	

LUMBER	BRACING
TOP CHORD 2 X 4 SPF No.2	TOP CHORD Structural wood sheathing directly applied or 3-6-2 oc purlins.
BOT CHORD 2 X 4 SPF No.2	BOT CHORD Rigid ceiling directly applied or 10-0-0 oc bracing.
WEBS 2 X 4 SPF Stud	
OTHERS 2 X 4 SPF Stud	

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

- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-05; 90mph; h=26ft; TCCL=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.
- Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Mittek "Standard Gable End Detail"
- This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- This truss requires plate inspection per the Tooth Count Method when this truss is chosen for quality assurance inspection.
- Gable studs spaced at 2-0-0 oc.
- * 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.
- 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.
- 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 Q074893T	Truss T1	Truss Type FINK	Qty 6	Ply 1	Ritz	Job Reference (optional)
Lezzer Truss Systems, Inc., Curwensville, Pa. 16823			8.500 © Jan 15 2007 Mitak Industries, Inc. Tue Sep 25 11:17:32 2007 Page 1			

0-11-12	5-4-7	9-11-2	14-5-13	19-10-4	20-10-0
0-11-12	5-4-7	4-6-11	4-6-11	5-4-7	0-11-12

Scale = 1:36.3

22' 3/4" IS WHEN THE 1 1/2" FASCIA IS APPLIED.

22-0-12

6-10-11		12-11-8		19-10-4	
6-10-11		6-0-15		6-10-11	

LOADING (psf)	SPACING	CSI	DEFL	in (loc)	I/defl	L/d	PLATES	GRIP
TCDL 30.0	2-0-0	TC 0.35	Vert(LL) -0.12	H-J >999	240		M1120	197/144
TCDL 10.0	Plates Increase 1.05	BC 0.70	Vert(TL) -0.26	B-J >911	180			
BCLL 0.0	Lumber Increase 1.15	WB 0.26	Horz(TL) 0.07	F n/a	n/a			
BCDL 10.0	Rep Stress Incr YES	(Matrix)						
	Code IRC2006/TP12002							
							Weight 64 lb	

LUMBER	BRACING
TOP CHORD 2 X 4 SPF No.2	TOP CHORD Structural wood sheathing directly applied or 3-6-2 oc purlins.
BOT CHORD 2 X 4 SPF No.2	BOT CHORD Rigid ceiling directly applied or 10-0-0 oc bracing.
WEBS 2 X 4 SPF Stud	

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=-6/809, D-H=-6/809, 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/TP1 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 7 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, GRAMPLAN

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

STEVE BOUTERMAN

THANK YOU!

Exhibit "O"



Leazer Lumber
 814-238-0220
 State College Grove City
 814-237-3511 724-438-5501
 814-238-0220

Leazer Commercial Sales
 Leazer Commercial Sales
 State College - 814-237-3511
 Williamsport - 570-323-9889

Leazer Insulation Services
 Leazer Insulation Services
 State College - 814-237-3511
 Williamsport - 570-323-9889

Leazer Insulation Solutions
 Leazer Insulation Solutions
 State College - 814-237-3511
 Williamsport - 570-323-9889

Leazer Insulation
 SERVICES

TYPE OF TRANSACTION CHARGE SALE **LOCATION** CUMBERSVILLE

SHIP TO: STR 1 Page: 1

SOLD TO: BEN TINKO'S 765-DECK 814-765-3326

P.O. BOX 41

CLEARFIELD PA 16830

ORDER QUOTE NO. 17656157

DATE DELIVERED 12/30/07

LOADER

SALESMAN Tyrone Ford

PRICE UNIT

EXTENSION

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE	UNIT	EXTENSION
TS24A	1	1	TS-24 24"X50' ALUMINUM/WHITE TRIM	77.95	77.95	77.95
Freight Amt: 6.00						
Misc Chrg Amt:						
SUB-TOTAL						77.95
TAX						6.00
TOTAL						83.95



Leazer Lumber
 814-238-0220
 State College Grove City
 814-237-3511 724-438-5501
 814-238-0220

Leazer Commercial Sales
 Leazer Commercial Sales
 State College - 814-237-3511
 Williamsport - 570-323-9889

Leazer Insulation Services
 Leazer Insulation Services
 State College - 814-237-3511
 Williamsport - 570-323-9889

Leazer Insulation Solutions
 Leazer Insulation Solutions
 State College - 814-237-3511
 Williamsport - 570-323-9889

Leazer Insulation
 SERVICES

TYPE OF TRANSACTION CHARGE SALE **LOCATION** CUMBERSVILLE

SHIP TO: STR 1 Page: 1

SOLD TO: BEN TINKO'S 765-DECK 814-765-3326

P.O. BOX 41

CLEARFIELD PA 16830

ORDER QUOTE NO. 17656157

DATE DELIVERED 12/30/07

LOADER

SALESMAN Tyrone Ford

PRICE UNIT

EXTENSION

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE	UNIT	EXTENSION
TS24A	1	1	TS-24 24"X50' ALUMINUM/WHITE TRIM	77.95	77.95	77.95
Freight Amt: 6.00						
Misc Chrg Amt:						
SUB-TOTAL						77.95
TAX						6.00
TOTAL						83.95

WE WILL BE GLAD TO ASSIST IN LOCATING YOUR ORDER, HOWEVER, WE ARE NOT LIABLE FOR ANY UNRECORDED DAMAGE.

WE CANNOT GUARANTEE THE QUALITY OF THE WORKMANSHIP OF ANY OTHER CONTRACTOR, BUT WE WILL BE GLAD TO ASSIST IN LOCATING YOUR ORDER, HOWEVER, WE ARE NOT LIABLE FOR ANY UNRECORDED DAMAGE.

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Exhibit Q – Price book

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

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

DECK PRICE SHEET
Exhibit "Q"

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

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

DECK PRICE SHEET

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

2006 NEW DECK			
PRICE SHEET			
	<i>RAILING ON CONCRETE</i>		
PORCH COLUMNS			
INSTALLED	5" DECROTIVE COLONIAL COLUMN 5000 LB RATED	PER	\$275
	5" SQUARE COLUMN 5000 LB RATED	PER	\$220
	4" VINYL SLEVE OVER 4"X4" TREATED POST (IF NEEDED)	PER	\$170
NEWEL POSTS	NEWEL POST INCLUDES: 30" GALV. COATED MOUNT,	PER	\$97.00
INSTALLED	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)		
REG. OR STAIR	6' SHEFFIELD 1.4" SQUARE PICKET	PER	\$220
WHITE OR TAN!!!!	8' SHEFFIELD 1.4" SQUARE PICKET	PER	\$255
	10" SHEFFIELD 1.4" SQAIRE 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 ADDITONAL 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 HINDGES + LATCH	ADD	\$350
LIGHTS	ADD LIGHTS LOW VOLTAGE ONLY FLAT OR SLOPED TOP		
ONLY TAN & WHITE	EVERY LIGHT JOB MUST INCLUDE TRANSFORMER, AND	TRANS.	\$145
LIGHTS CAN ONLY BE	USE AN EXISTING OUTLET		
INSTALLED ON DECK MINT.	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 MINT. 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

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

PRICE LIST 1/1/06				
765-DECK		LIGHTS		
		5X5 VINYL POSTS		
PART NUMBER	DESCRIPTION	QUAN.	PRICE	PRICE
	LOW VOLTAGE (12 volt)			
5X5 VINYL POSTS	FLAT TOP BARRED GLASS			
5040-5X5	WHITE			
5049-5X5	TAN			
5X5 VINYL POSTS	SLOPED TOP FANCY GLASS			
5050-5X5	WHITE			
5059-5X5	TAN			
5X5 VINYL POSTS	FLAT TOP GLASS BALL			
5080-5X5	WHITE			
5X5 VINYL POSTS	HIGH VOLTAGE 110 (NO BULB)			
5040-5X5	WHITE FLAT TOP BARRED GLASS			
5050-5X5	WHITE SLOPED TOP FANCY GLASS			
5080-5X5	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

Date: _/_/_

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

PAGE: 1
CUSTOMER COPY

Clearfield, Pa 16830

Billing Date:___/___/___

NET 30 DAYS

FINACE CHARGE: 2% PER 30 OR 24% ANNUAL

PRICE LIST 1/1/06			
765-DECK		LIGHTS	
		ACCESSORIES	
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		
ALL LIGHT ORDERS ARE SUBJECT TO SALES TAX AND UPS SHIPPING CHARGES			

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
FINANCE CHARGE: 2% PER 30 OR 24% ANNUAL

PRICE LIST 1/1/06				
765-DECK		LIGHTS		
		4X4 VINYL POSTS		
		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
Date: ___/___/___
Thank You
We look forward to serving you in the future.....

Ben Timko's 765-DECK

STAIRS WORK ORDER SHEET

JOB DESCRIPTION: (CIRCLE ONE)

NEW CONSTRUCTION

REFACE

WORK:

☐ NEW CONSTRUCTION
☐ TEAR OFF EXISTING
☐ REFACE EXISTING
☐ REPAIR EXISTING

HEIGHT FROM DECK

☐ 4' OR LESS
☐ 8' OR MORE
☐ OVER 8'

SUPPORT POSTS

☐ 4X4 SLEVED
☐ 4X4 SOFFIT SIDE

RISER MATERIAL

☐ AZEK BOARD
☐ KNEPPY BOARD
☐ :
☐ OTHER

STRINGER FINISH

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

LENGTH OF STRINGERS

☐ REQUIRE CENTER
☐ POST SUPPORT

WIDTH OF STEPS

☐ NORMAL 48"
☐ WIDER
☐ :
☐ SPECIFIC WIDTH

C-CHANNEL TRIM COLOR

☐ : TO MATCH DECK
☐ :
☐ SPECIFY

STRINGER SUPPORT

☐ REST ON CONCRETE
☐ REST ON POSTS

LIGHTS IN RAILING

☐ YES
☐ SPECIFIED ON
DRAWING

MISC.

BLUELINX AZEK PRICING

TRIMBOARDS - FRONTIER		PCS UNIT	WEIGHT PER PALLET	L-1 L-2 L-3 L-4 L-5				
NOMINAL DIMENSION	ACTUAL DIMENSION			L-1	L-2	L-3	L-4	L-5
1" X 4" X 18"	3/4" X 3 1/2" X 18"	221	2991	31.48	29.06	26.99	25.19	23.61
1" X 6" X 18"	3/4" X 5 1/2" X 18"	136	2901	49.27	45.48	42.23	39.41	36.95
1" X 8" X 18"	3/4" X 7 1/4" X 18"	102	2872	65.00	60.00	55.71	52.00	48.75
1" X 10" X 18"	3/4" X 9 1/4" X 18"	85	3036	82.70	76.34	70.89	66.16	62.03
1" X 12" X 18"	3/4" X 11 1/4" X 18"	68	2961	100.90	93.14	86.49	80.72	75.68
1" X 16" X 18"	3/4" X 15 1/4" X 18"	50	2990	137.05	126.51	117.47	109.64	102.79
5/4" X 4" X 18"	1" X 3 1/2" X 18"	156	2833	39.92	36.85	34.21	31.93	29.94
5/4" X 6" X 18"	1" X 5 1/2" X 18"	96	2747	63.80	58.71	54.51	50.88	47.70
5/4" X 8" X 18"	1" X 7 1/4" X 18"	72	2718	85.92	79.31	73.64	68.73	64.44
5/4" X 10" X 18"	1" X 9 1/4" X 18"	60	2873	112.25	103.82	96.21	89.80	84.19
5/4" X 12" X 18"	1" X 11 1/4" X 18"	48	2803	135.58	125.15	116.21	108.47	101.69
5/4" X 16" X 18"	1" X 15 1/4" X 18"	36	2850	184.42	170.23	158.07	147.53	138.31
TRIMBOARDS TRADITIONAL - SMOOTH								
1" X 4" X 18"	3/4" X 3 1/2" X 18"	221	2991	31.48	29.06	26.99	25.19	23.61
1" X 6" X 18"	3/4" X 5 1/2" X 18"	136	2901	49.27	45.48	42.23	39.41	36.95
1" X 8" X 18"	3/4" X 7 1/4" X 18"	102	2872	65.00	60.00	55.71	52.00	48.75
1" X 10" X 18"	3/4" X 9 1/4" X 18"	85	3036	82.70	76.34	70.89	66.16	62.03
1" X 12" X 18"	3/4" X 11 1/4" X 18"	68	2961	100.90	93.14	86.49	80.72	75.68
1" X 16" X 18"	3/4" X 15 1/4" X 18"	50	2990	137.05	126.51	117.47	109.64	102.79
BEADBOARD								
1/2" X 5 1/2" X 18"		200	2775	43.60	40.25	37.37	34.88	32.70
SHEETS - (TRADITIONAL)								
1/2" X 4' X 8'		25	1250	122.58	113.15	105.07	98.07	91.94
3/4" X 4' X 8'		20	1610	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	113.88
3/4" X 4' X 10'		30	2700	286.87	248.00	230.28	214.93	201.50
1" X 4' X 12'		25	4012	359.92	332.23	309.50	287.83	269.94
CORNERBOARD (TRADITIONAL AND FRONTIER)								
5/4" 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 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 4' 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 6' X 10' FR	1" X 5 1/2" X 5 1/2"	48	1422	83.12	76.72	71.24	66.49	62.34
5/4" 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 6' X 20' TD	1" X 5 1/2" X 5 1/2"	48	2844	166.47	153.66	142.69	133.17	124.85
5/4" X 4' X 20' FR	1" X 3 1/2" X 3 1/2"	72	2580	102.92	95.00	88.21	82.33	77.19
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 4' X 20' FR	1" X 3 1/2" X 3 1/2"	72	2580	102.92	95.00	88.21	82.33	77.19
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
ADHESIVE								
4 OZ CAN		24		8.17	7.54	7.00	6.53	6.13
8 OZ CAN		24		14.83	13.69	12.71	11.87	11.13



Curwensville
814-236-0220

DuBois
814-371-9311

Indiana
724-349-2281

Butler
724-282-3100

State College
814-237-9511

Grove City
724-458-5501

Harrisburg
717-526-4781

Muncy
570-546-8026



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814-236-0220

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

Dynamic Energy
Curwensville
814-236-7434

TYPE OF TRANSACTION	LOCATION
QUOTE/ESTIMATE	CURWENSVILLE
Page: 3	

SOLD TO:

CONCEPT BUILDERS

SHIP TO:

814-765-3325



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 FROM DATE OF ESTIMATE. 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.

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

SUB-TOTAL

0.00

TAX %

6.000

TAX AMOUNT

0.00

TOTAL

0.00

OPEN AMOUNT DUE:

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



Curwensville
814-236-0220

DuBois
814-371-9311

Indiana
724-348-2281

Butler
724-282-3100

State College
814-237-3511

Grove City
724-458-5501

Harrisburg
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570-546-8026



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State College • 814-237-3511
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Dynamic Energy
Curwensville
814-236-7434

TYPE OF TRANSACTION	LOCATION
QUOTE/ESTIMATE	CURWENSVILLE

Page: 1

SOLD TO:

SHIP TO:

CONCEPT BUILDERS
PO BOX 41

814-765-3325



15125

CLEARFIELD

PA 16830

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 FROM DATE OF ESTIMATE. 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.

- 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.
- Parties receiving an estimate will please examine the same carefully as we agree to furnish only the strictest terms. Errors in extensions, omissions and footings 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.

SUB-TOTAL TAX % TAX AMOUNT TOTAL

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

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570-548-8026



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Williamsport - 570-323-9889

Dynamic Energy
Curwensville
814-236-7434

TYPE OF TRANSACTION	LOCATION
QUOTE/ESTIMATE	CURWENSVILLE

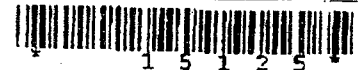
Page: 2

SOLD TO:

CONCEPT BUILDERS

SHIP TO:

814-765-3325



15125

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	ETR. 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 FROM DATE OF ESTIMATE. 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.						
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	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.

- 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. Materials 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 amounts herein. Errors in extensions, omissions and footings are subject to correction. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to any unpaid balance past 30 days.

SUB-TOTAL

TAX %

TAX AMOUNT

TOTAL

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

Client Name:

Ben Timko's 765-Deck

Job #

JOB ORDER

FW42606-3S	10'EASTPORT STAIR RAILS		\$	35.23	8.91	0
RAIL REINFORCEMENT						
F-3709-1	6' STEEL INSERTS		\$	11.65	6.1	0
F-38882-5	6' STEEL HEAVY INSERTS		\$	13.58	10.2	0
F-39709-2	8' STEEL INSERTS		\$	121.42	8.2	0
F-38882-6	8' STEEL INSERTS HEAVY		\$	18.81	13.7	0
F-3709-3	10' STEEL INSERTS		\$	25.23	18	0
F-38882-7	10' STEEL INSERTS HEAVY		\$	31.85	22.5	0
SCREWS & TRIM						
SS8675	STAINLESS STEEL SCREWS		\$	0.17	0.01	0
FULL BOX QUAN 20	C-CHANNEL		\$	12.53	67.2	0
DA80892-7	C-CHANNEL		\$	13.73	3.36	0
D80751	T-STRIP		\$	12.54	3.24	0
DA80752-3	WIDE L-TRIM		\$	12.54	3.3	0
39-A20420	PUSH PINS (SOLD IN 50 QUAN.)		\$	0.20	0.001	0
VINYL POSTS						
FW77861-74CX	253" 4"X 4" VINYL SLEEVE		\$	67.44	26.89	0
FW36710-15CX	289" 5"X 5" VINYL SLEEVE		\$	110.10	17.84	0
FW43288-10CX	120"X 6" VINYL SLEEVE		\$	33.44	18.37	0
DECK-LOK DECKING						
DL1000-12 DRFT	GRAY DECK LOK 12'		\$	28.80	16.04	0
DL1000-16 DRFT	GRAY DECK LOK 16'		\$	38.40	21.28	0
DL1000-20 DRFT	GRAY DECK LOK 20'		\$	48.00	26.6	0
DL1000-24 DRFT	GRAY DECK LOK 24'		\$	57.60	31.92	0
DL1000-12 SAND	TAN DECK LOK 12'		\$	28.80	16.04	0
DL1000-16 SAND	TAN DECK LOK 16'		\$	38.40	21.28	0
DL1000-20 SAND	TAN DECK LOK 20'		\$	48.00	26.6	0
DL1000-24 SAND	TAN DECK LOK 24'		\$	57.60	31.92	0
BUNDLE QUAN	UNOPENED BUNDLE \$2.24 L.N.F.T.					
5 BUNDLE QUAN	FIVE BUNDLES \$2.08 L.N.F.T.					
	SUB TOTAL		\$			
	TAX		\$			
	SHIPPING		\$			
	GRAND TOTAL		\$			

Customer Signature

Thank You

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

PAGE: 1
CUSTOMER COPY

Date: --/--/----

Client Name: _____

Ben Timko's 765-Deck
JOB ORDER

Job # _____

		ALL ITEMS STOCKED IN TAN / WHITE GRAY AND CLAY COLORS LIMITED					
A=ALPINE WHITE							
W=136 STANDARD WHITE							
B=TAN		ADD 10% TAN - GRAY					
G=GRAY		ADD 20% CLAY					
C=CLAY							
PART NUMBER	CLR.	DESCRIPTION	QUAN.	PRICE	TOTAL	WEIGHT	TOTAL
PICKETS							
FA42220-3		SHEFFIELD 1.4 PICKET		\$ 3.53		1	0
FA42463-1CX		EASTPORT 1.4 SPINDLE		\$ 4.46		0.8	0
MOUNTS							
F-42592		SOLID SURFACE MOUNTS 4"		\$ 47.47		9.7	0
F-43166		SOLID SURFACE MOUNT 30" HIGH		\$ 32.68		6.3	0
F-37940		DECK POST MOUNT		\$ 27.17		10	0
WALL MOUNTS							
FA38327		STAIR MOUNTS		\$ 2.54		0.2	0
FA42007		UNIVERSAL WALL MOUNTS		\$ 1.89		0.2	0
DECK POSTS							
FA77861-2		38" NEWEL POSTS 4"		\$ 13.60		3.9	0
FA77862, 3, 4		ROUTERED NEWEL POST 4"		\$ 15.05		3.9	0
POST CAPS & SKIRTS							
FW42177		NEW ENGLAND STYLE CAPS 4"		\$ 4.66		2.6	0
FW77873		DOMES CAPS 4" POST CAPS		\$ 7.28		2.5	0
FW39524		GOTHIC 4" POST CAPS		\$ 4.95		2.8	0
FA37230		POST SKIRTS 4"		\$ 1.67		0.7	0
FA37623		POST SKIRTS 5"		\$ 2.18		0.75	0
RAILS							
FW43606-2		8' EASTPORT RAILS		\$ 30.04		6.2	0
FW43606-2S		8' EASTPORT STAIR RAILS		\$ 31.66		6.2	0
FW42606-1		6' EASTPORT RAILS		\$ 22.91		4.7	0
FW42606-1S		6' EASTPORT STAIR RAILS		\$ 22.54		4.7	0
FW42606-3		10' EASTPORT RAILS		\$ 34.14		8.91	0

Customer Signature _____

Thank You

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

 Date: ____/____/____
 PAGE: 1
 CUSTOMER COPY

COMMISSION SHEET

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

A View To Behold



Bay, Bow & Garden

Industries, Inc.

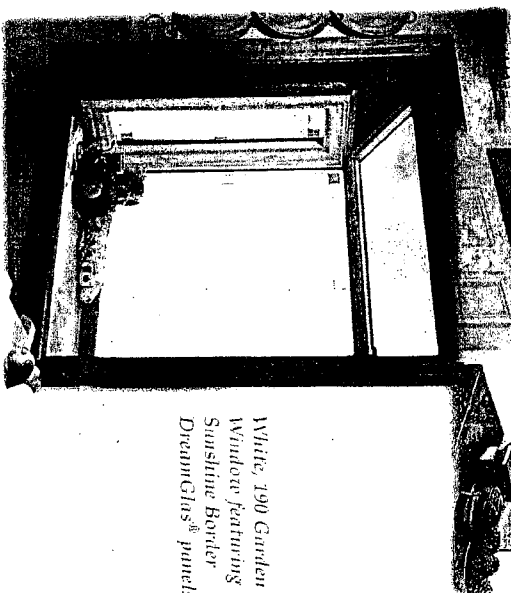
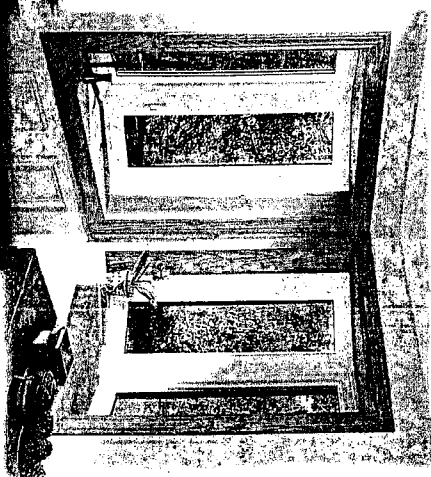
765-DECK
Call Today!

elegant?



White, four section bow window with double hinged vents

*Right:
Two T-Bone
windows with
casements,
manufactured
exclusively by
Thermal
Industries*



*White, 190 Garden
Window featuring
Sunshine Border
DreamGlas® panels*

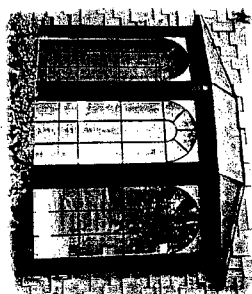
Thermal Industries' custom-sized, vinyl bay, bow and garden windows bring a richness to your home no other window can match. Run your fingers over the smooth, hand-sanded furniture finish of the birch or optional oak veneer. Enjoy the exclusive, maintenance-free, over-the-edge design that helps keep your windows cleaner.

Choose from shingled

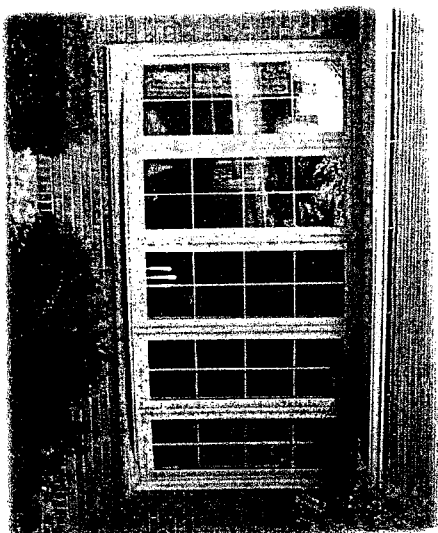
or metal, hip or shed-style roof designs to enhance your home's architecture. Add a unique flair to your bay, bow or garden

windows by selecting from the beautiful decorative options of DreamGlas® panels,

which combine insulating glass technology with the elegant look of stained glass.



*Vinyl Sufart Brown bay
window featuring a copper-
tone, standing seam, metal
hip roof. Glass features the
Circle Sufart® Marlin design.*

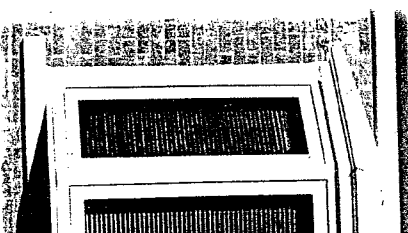


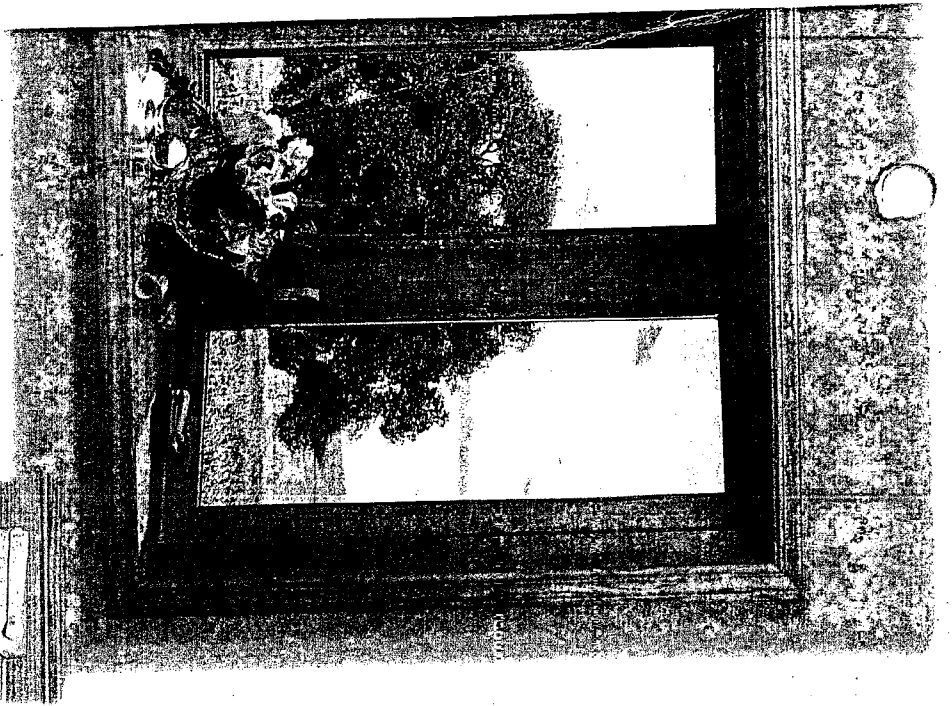
*Earthtone, five section
bow window featuring
colonial muntins and a soffit roof*



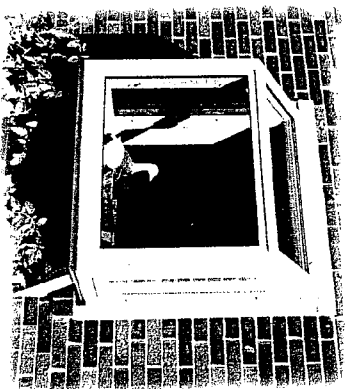
*Center photo: Dream® Wood II four-section Bow Window, featuring
NOTE: Dream® Wood II not available in Garden Window Style

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

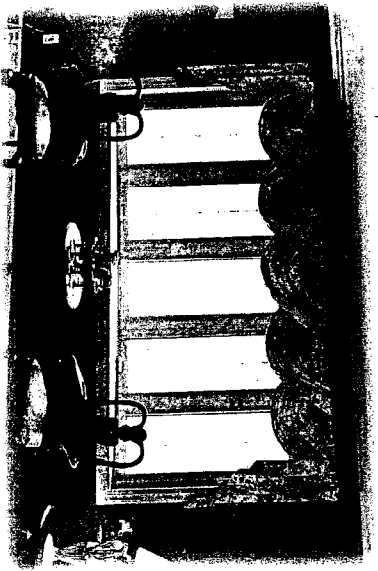




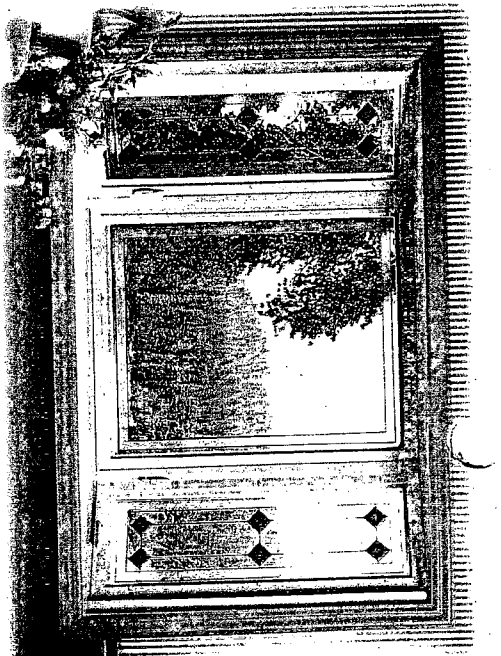
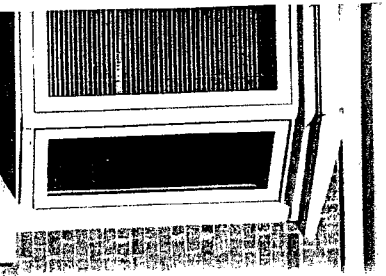
Another beautiful choice is a Dream® Wood* II Bay or Bow Window. Inside, the windows feature real Ponderosa Pine that can be painted or stained to match and complement your existing woodwork. Or, choose the Natural WoodGrain laminate that will also give you complete flexibility to have the interior color of your choice through either painting or staining.



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

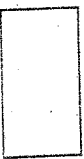


Optional folding handle in earthtone

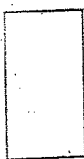


White, bay window featuring Ice Diamonds® ornaments*

Color Options



White*

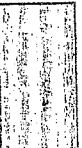


Earthtone*

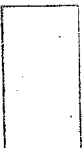


Vogue Safari Brown*

Paintable/Stainable Interior Options

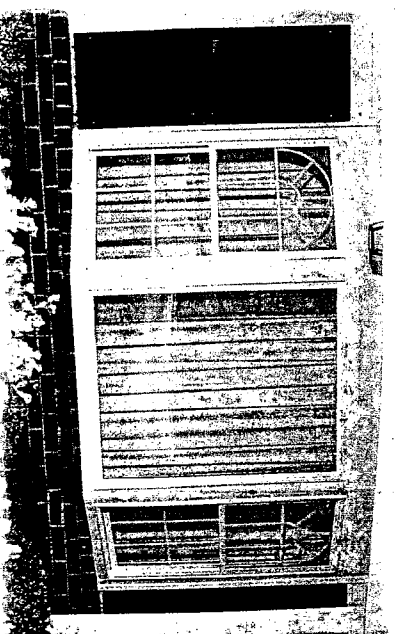


Oak*



Pine*

* Painted colors may vary from actual product



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

brand

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 & Seabirly 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:

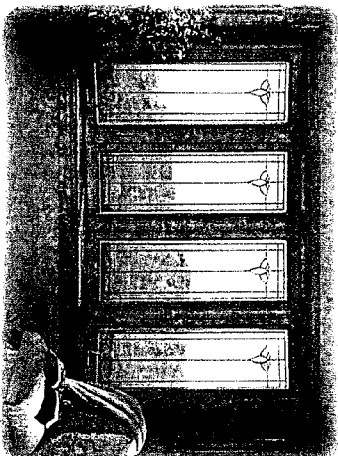
- ❖ Peak Performance™ Argon Enhanced Low-E Glass
- ❖ Super Peak Performance™ Krypton Enhanced Low-E Glass
- ❖ SunClean™ Self-Cleaning Glass
- ❖ DreamGlas® Gallery Collection: Jewel Cut, Etched, Color & Camed Panels
- ❖ Casement or Double Hung Style Vents
- ❖ High-Grade 1 1/4" Oak Veneer Surround
- ❖ Custom Hip or Shed Roofs (Shingle or Metal)
- ❖ Removable Wood Grids for Dream® Wood 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 Yycap Safari Brown Exterior Colors
- ❖ Box Bay Style
- ❖ Garden Window Shelf
- ❖ Solid Oak Colonial Casing
- ❖ Sill Muffler for Increased Thermal Efficiency

XL122C 50M

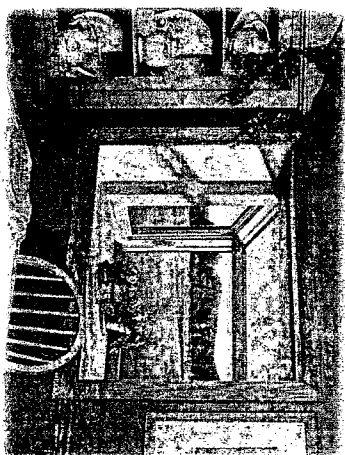
Copyright © April 2003 Thermal Industries, Inc.
301 Brushlton Avenue, Pittsburgh, PA 15221

PPG Glass Technology
S I N C E 1 8 8 3

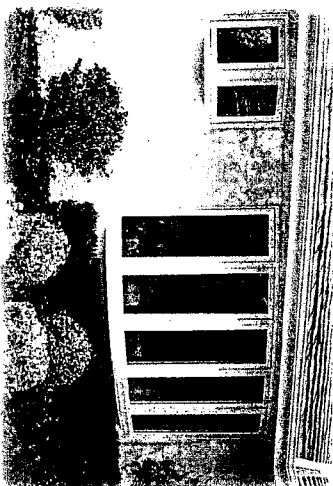
Dream, DreamGlas, and Circle Seal are registered trademarks of Thermal Industries, Inc. Peak and Super Peak Performance are trademarks of Thermal Industries, Inc. Intercept is a registered trademark of PPG Industries. The EVERGL® STAIR name and logo are registered



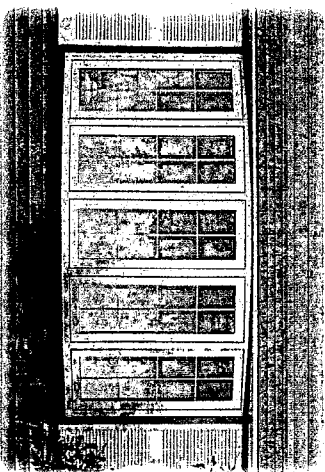
Earthtone, four-section bow window with Gentle Blossom DreamGlas® panels



Garden Window 290 with Oak Natural WoodGrain



White, five-section bow window with soffit roof



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

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	\$1,054
30	\$331	\$343	\$355	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$624	\$638	\$651	\$982	\$1,004	\$1,027	\$1,049	\$1,076
35	\$343	\$355	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$624	\$638	\$958	\$982	\$1,004	\$1,027	\$1,049	\$1,073	\$1,099
40	\$355	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$958	\$982	\$1,004	\$1,027	\$1,049			
45	\$367	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$958	\$982	\$1,004						
50	\$380	\$392	\$404	\$510	\$525	\$539	\$553	\$567	\$582	\$595	\$609	\$913	\$936	\$958	\$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	\$658	\$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

Earthtone- Add 4%

Natural WoodGrain- Add 10%

Vycap Safari Brown- Add 20%

5/15/2000

REVISED

PICTURE
WINDOW

Dealer List Prices

Revised 10/20/00

May 15, 2000

**THERMAL
INDUSTRIES, INC.**

**Hopper Window
BLT/BLTX**

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 1/16" 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

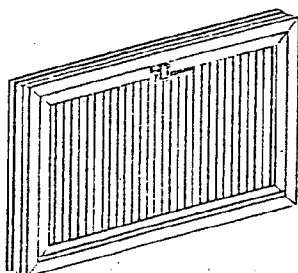
NEW WOOD SILL (if remove built up concrete base add)

\$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.



BLTX

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 (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.

\$22

**BASEMENT
WINDOW**

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.

Dealer List Prices

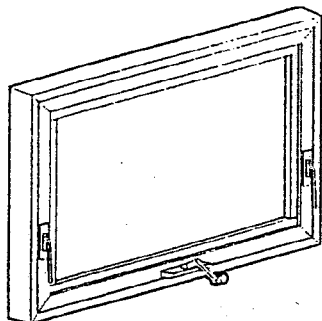
**THERMAL
INDUSTRIES, INC.**

Awning Window:

Awning - AWT

Awning Deadlite - ADL

Dream[®]Wood - AWTDW



Awning Window

The Awning Window is a solid vinyl, dual glazed fusion welded frame and sash replacement window, with ¹³/₁₆" PPG Intercept[®] Warm Edge Insulating Glass, Dual Flush Mount Secure Locks, Maxim[™] E-Gard[®] 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[®]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[®]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.

May 15, 2000

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 ¹	18 3/4"	51 1/4"
ADL Height ¹	14 1/4"	96 1/4"

¹ 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

- The Awning 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.

- 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[®]Wood Awning Window.

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

Options

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.

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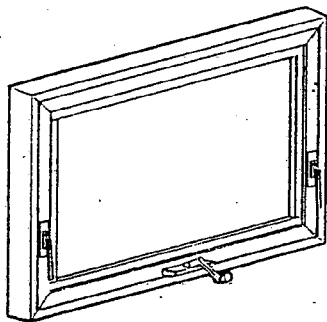
Maxim and E-Gard
Hardware are registered
trademarks of Thermal
Industries.

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 V	2 D	3 V V	4 D V	5 V D	6 D D
7 P V	8 P D	9 V P	10 D P	11 V V V	12 V V D
13 V D D	14 V D V	15 D D D	16 D V D	17 D D V	18 D V V
19 V V P	20 V D P	21 D V P	22 D D P	23 V P V	24 V P D
25 D P V	26 D P D	27 P V V	28 P V D	29 P D V	30 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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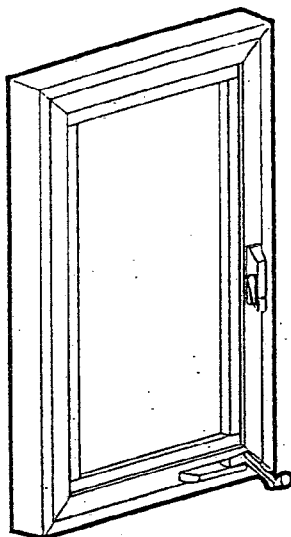
Dealer List Prices

**THERMAL
INDUSTRIES, INC.**

Casement Window

Sellebrity - CH

DreamWood - WH



Casement Window

The Casement Window is a solid vinyl, dual glazed welded frame and sash replacement window, with 1/8" PPG Intercept® Warm Edge Insulating Glass, compression seals, Maxim™ E-Gard® 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 1/4". The Casement is available in Vycap and DreamWood 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.

DreamWood 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)

LIST

		15"-23"	24"-35"	36"-47"	48"-59"	60"-73"
1	16"-17"	\$400	\$460	\$519	\$565	\$644 *
1	18"-27"	\$446	\$508	\$569	\$644	\$721 *
1	28"-32"	\$513	\$596	\$661	\$748	\$842 *
2	28"-35"	\$602	\$749	\$840	\$932	\$1,030 *
2	36"-47"	\$683	\$803	\$897	\$1,037	\$1,139 *
2	48"-58"	\$748	\$840	\$941	\$1,079	\$1,227 *
2	59"-66"	\$811	\$941	\$1,066	\$1,242	\$1,406 *
3	49"-59"	\$735	\$866	\$1,025	\$1,139	\$1,269 *
3	60"-71"	\$784	\$910	\$1,073	\$1,195	\$1,326 *
3	72"-83	\$816	\$1,007	\$1,122	\$1,243	\$1,388 *
3	84"-120"	ADD PER UI:				\$5 *
4	72"-83"	\$1,367	\$1,606	\$1,793	\$2,075	\$2,277 *
5	72"-83"	\$1,460	\$1,706	\$1,918	\$2,238	\$2,461 *
4 or 5	83"-130"	ADD PER UI:				\$5 *

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

EXACT Size and Manufacturing Specifications

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

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

General Information

- The center section of a 3-section casement is always non-operational and cannot exceed 22 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 1/4" cannot have 3 equal sections.
- Earthtone hardware is standard on DreamWood 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 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 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 DreamWood 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.

For Removable Wood Colonial Grilles, Nailing Fins and Information and pricing on muntins and glass options, please see the "Options" 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
136 UI		151 UI
127 UI		151 UI
177 UI		159 UI

Dealer List Prices

May 15, 2000

**THERMAL
INDUSTRIES, INC.**

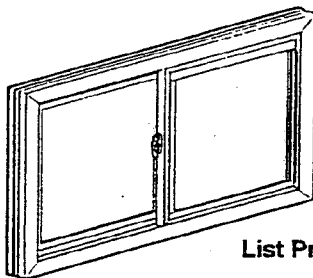
**EuroWeld
Slider Window
SDG 51**

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 ¾". 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)



List Price

UNITED INCHES								Over 118
0-51	52-61	62-71	72-81	82-91	92-99	100-108	109-118	Add /UI
\$437	\$515	\$546	\$587	\$634	\$682	\$791	\$850	\$5
3 SECTION (Center deadlite) ADD TO THE ABOVE PRICES-								\$110

Earthtone- Add 4%

Natural WoodGrain- Add 10%

Super Peak Maximum -	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 ¼"	78"
Width 3-Section (1/3, 1/3, 1/3)	31 ¾"	126 ½"
Width 3-section (¼, ½, ¼)	40 ¾"	126 ½"
Height 2 or 3-Section	15 ¼"	60"

NOTE: All windows are made to the exact size; ¼", ½", ¾" 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 22½ 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
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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
TILT SASHES
DOUBLE PANE PPG GLASS WITH LOW E AND ARGON GAS
NIGHT LATCHES
FIBERGLASS ½ 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:

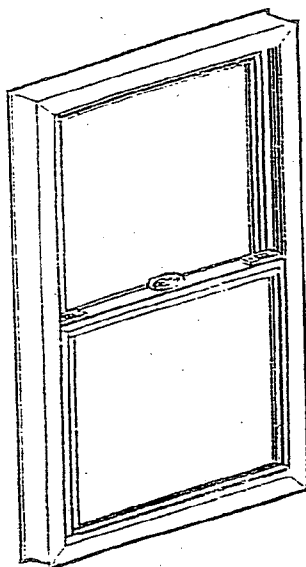
6% CASH DEAL
6% 90 DAYS SAME AS CASH

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 $\frac{1}{2}$ " PPG Intercept® Warm Edge Insulating Glass, Flex-Seal Glazing, full vinyl interlock, Weather Trac Sloped Sill, EntryGard Lock, full vinyl lift rails, night latches, external Soft Edge tilt latches and half screen. Double locks are standard for widths over 39 $\frac{1}{2}$ ". 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.

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 $\frac{1}{4}$ "	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

- 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.

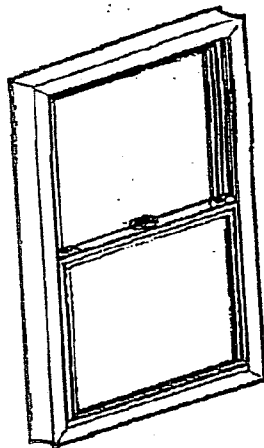


Prices subject to change
without notice.

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 $\frac{13}{16}$ " 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.



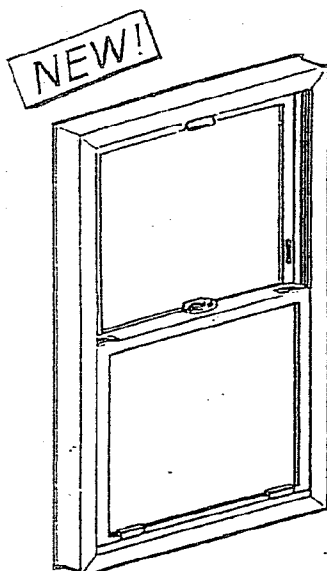
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Dealer List Prices

THERMAL INDUSTRIES, INC.

The Dream® Vue Double Hung Window DGT 70



Revised 9/22/00

May 15, 2000

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 1/8" 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 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
			Add/UI
\$662	\$696	\$783	\$9

VYCAP SAFARI BROWN

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 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

- 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-

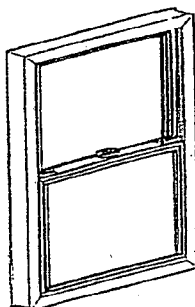
DGT70 Vycap window comes with white

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 Excalibur 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.

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

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.

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.

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):

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

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

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.

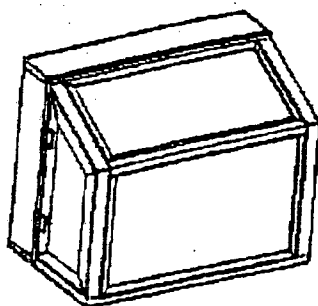
DREAMSPACE®
Thermal Industries, Inc.

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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 jams 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 1/4" 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 1/2" 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 1/2" oak casing is optional.) See "Options" price list.

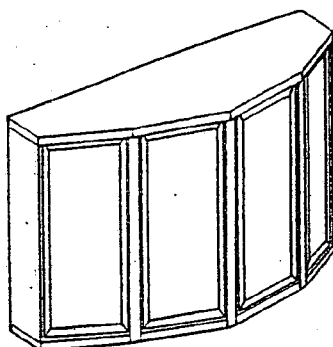
See "Options" price list for information and pricing on muntins, glass options, Sill Muffler, shelf, etc.

Dealer List Prices

**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 casement 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.

Manufactured by
Thermal Industries, Inc.
Prices subject to change
without notice.
PPG Intercept is a
registered trademark of PPG
Industries.
E-Gard® is a trade mark of
Truth Hardware Corp.



Bow Window

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 1/8" 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 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 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 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 1/2"	144"
Height		22 1/4"	77 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 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-roof" is available at an additional cost. See "Options" price list.

3 1/2" or 4 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 1/2" feather-edge colonial oak casing is available at an additional cost. (3 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.

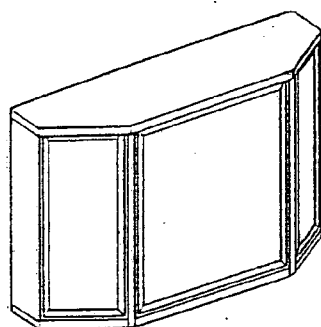
See "Options" list for other information.

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 ¹³/₁₆" 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 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 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 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)

LIST		23-41	42-54	55-68	69-78
	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.

Manufactured by:
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Industries.

E-Gard[®] is a trade mark of
Truth Hardware Corp.



EXACT Size and Manufacturing Specifications

Frame	Minimum	Maximum
Width	47 ¹ / ₂ "	120"
Height	22 ¹ / ₂ "	77 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 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 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 ¹/₂" or 4 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 ¹/₂" feather-edge colonial oak casing is available at an additional cost. (3 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 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 ¹/₂ sq. ft. of glass. Price is per lineal 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 muntins, glass options, sill muffler, roots, 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
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EXTERIOR SILL	\$120
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INTERIOR CASING	\$120
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INTERIOR CASING AND EXTENSION JAMBS	\$175
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INTERIOR JAMBS, SILL, & CASING	\$275
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(NO STAINING OR PAINTING!!!!)

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	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
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

VINYL SIDING

TYPE	1 STORY	2 STORY	3STORY	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**

6/0 X 6/8	Page 115	\$2,393
	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**

6/0 X 6/8	Page 114	\$2,577
	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**

6/0 X 6/8	Page 112	\$3,150
	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)	<u>EACH</u>	\$3,428
5' X 6'8"	* 2 SECTION CENTER HINGE (State L or R)	<u>EACH</u>	\$3,428
5' X 6'8"	* 2 SECTION BOTH HINGE	<u>EACH</u>	\$3,938
6' X 6'8"	* 2 SECTION SLIDE (State L or R)	<u>EACH</u>	\$3,638
6' X 6'8"	* 2 SECTION CENTER HINGE (State L or R)	<u>EACH</u>	\$3,638
6' X 6'8"	* 2 SECTION BOTH HINGE	<u>EACH</u>	\$4,148
8' X 6'8"	* 2 SECTION SLIDE (State L or R)	<u>EACH</u>	\$4,776
8' X 6'8"	* 3 SECTION CENTER HINGE (State L or R)	<u>EACH</u>	\$4,776
9' X 6'8"	* 4 SECTION CENTER HINGE (State L or R)	<u>EACH</u>	\$5,429
12' X 6'8"	* 4 SECTION CENTER SLIDE (State L or R)	<u>EACH</u>	\$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)	<u>EACH</u>	\$200
HANDLESET UPGRADE #2 (Lifetime brass)	<u>EACH</u>	\$305
PEASE HANDLESET (See Pease options)	<u>EACH</u>	N/A
BRASS KICKPLATE	<u>EACH</u>	\$105
BRASS MAIL SLOT	<u>EACH</u>	\$184
BRASS DOOR KNOCKER WITH PEEPSIGHT	<u>EACH</u>	\$100
PEEPSIGHT ONLY	<u>EACH</u>	\$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		\$100
INSTALL CUSTOMER SUPPLIED STORM DOOR (If possible) CAPPING INCLUDED		\$173
INSTALL CUSTOMER SUPPLIED STORM DOOR (If possible) CAPPING <u>NOT</u> INCLUDED		\$137
*LARSON VINYL CLAD	<u>EACH</u>	\$589
*LARSON VALUE CORE	<u>EACH</u>	\$589
*LARSON LIFE CORE	<u>EACH</u>	\$589
*LARSON MAGNA CORE	<u>EACH</u>	\$589
*LARSON SECURITY SERIES	<u>EACH</u>	\$827
*LARSON CLASSIC VIEW	<u>EACH</u>	\$827
*LARSON WEATHER-TEC	<u>EACH</u>	\$827
*LARSON PRESTIGE SERIES	<u>EACH</u>	\$827

CHANGE OPENING SIZE *NOTE IN CONTRACT*

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

1/2" BACKER UPGRADE _____ #OF SQ. X \$160 =TOTAL\$ _____

3/4" 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 ____/____/____

SHUTTERS _____ # OF PAIRS X \$90 =TOTAL\$ _____
SHUTTER COLOR: _____
SHUTTER STYLE: (CIRCLE ONE) LOUVERED RAISED PANEL

PORCH CEILING _____ # OF SQ. F.T. X \$ _____ =TOTAL\$ _____
_____ STORY _____ COLOR _____ 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 APROX 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 CATAGORIES

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	LH					
Window Color	WTB 23.48	WTB 23.48	WTB	WTB	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 Jambs						
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.Peak Triple	SUPER \$154	11 154				

\$857.48 \$822.48

SALESMAN: _____

SIGNATURE: _____

SPECIAL DETAILS:

SUB TOTAL \$ 1679.96
DISCOUNT - \$ 459.19
GRAND TOTAL \$ 1220.76

1/27/05

MONTANA

#2	\$
	-0'
	-0'
	-0'
	-0'
	-0'
	-0'
	-0'
	-0'
	-0'
	-0'
SUBTOTAL	

DGT / CH / DL
GRID STYLE
GRID MTL
VENT HINGE
IF CASEMENT

CH CASE	CH CASE	CH CASE	CH CASE
COL.	COL.	COL.	COL.
ALUM WH	ALUM WH	ALUM WH	ALUM WH
LEFT			RIGHT

44 SECTION

INSIDE VIEW OF WINDOW # 1

INSIDE VIEW OF WINDOW # 1
Cross out any unused lines and draw in grid and vertical center line.

DGT / CH / DL
GRID STYLE
GRID MTL
VENT HINGE
IF CASEMENT

[illegible]

SUB TOTAL

DISCOUNT

TOTAL

PAGE TOTAL

Customer Name:

Salesperson:

Code:

Date:

THERMAL SYLTLES: Standard, French, Jewel Cut Colonial Std., Jewel Cut Colonial French, Brass Cane Std., Brass Cane French

ANDERSON STYLES: Single Swing L or R, Double Swing

Code: _____

INCLUDES: Key lock, ped bolt - (keyed alike), capping, Wide Inside Ranch or Colonial Trim, in choice of Oak or Pine.
Angled Oak Threshold Extension.

	#1	\$	#2	\$	#3	\$	#4	\$	#5	\$
Location:		-0-		-0-		-0-		-0-		-0-
Brand: Thermal or Anderson		-0-		-0-		-0-		-0-		-0-
Style Door & Cost		-0-		-0-		-0-		-0-		-0-
Model:		-0-		-0-		-0-		-0-		-0-
6 - 6 - 8 - 9 - 12 ft. Width		-0-		-0-		-0-		-0-		-0-
Vinyl Color		-0-		-0-		-0-		-0-		-0-
Capping, Color N/C		-0-		-0-		-0-		-0-		-0-
Grid Y or N		-0-		-0-		-0-		-0-		-0-
Grid Color		-0-		-0-		-0-		-0-		-0-
Low E or Reg		-0-		-0-		-0-		-0-		-0-
Opt'l Brass Handset		-0-		-0-		-0-		-0-		-0-
From Inside, which side operates		-0-		-0-		-0-		-0-		-0-
From Inside on a 9' or 12', centerslides L or R		-0-		-0-		-0-		-0-		-0-
Wide Ranch or Wide Colonial		-0-		-0-		-0-		-0-		-0-
Enlarge opening, Y or N		-0-		-0-		-0-		-0-		-0-
Reduce opening, Y or N		-0-		-0-		-0-		-0-		-0-
Other Options		-0-		-0-		-0-		-0-		-0-
Other Options		-0-		-0-		-0-		-0-		-0-
Other Options		-0-		-0-		-0-		-0-		-0-
Subtotal:		-0-		-0-		-0-		-0-		-0-

Special Notes:

Subtotal A:

214

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

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

PRICE LIST 1/1/06		ALL ITEMS STOCKED IN TAN / WHITE		
765-DECK		GRAY AND CLAY COLORS LIMITED		
A=ALPINE WHITE				
W=136 STANDARD WHITE		ADD 10% TAN - GRAY		
B=TAN		ADD 20% CLAY		
G=GRAU			\$0 - \$3000	OVER \$3000
C=CLAY			LEVEL #1	LEVEL #2
PART NUMBER	DESCRIPTION	QUAN.	PRICE	PRICE
SHEFFIELD SQUARE PICKET		REGULAR OR STAIR RAIL		
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
EASTPORT SPINDLE				
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
COLUMNS, POSTS, POST MTS				
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	DECROTIVE VINYL 5 1/2" POST WRAP		\$ 17.11	\$ 15.39
	4 PER POST NEEDED			
DECROTIVE 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 DECROTIVE 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
CAPS				
NEW ENGLAND CAP	4" NEW ENGLAND CAPS		\$ 4.66	\$ 4.43
DOMES CAPS	4" BALL CAPS		\$ 7.28	\$ 6.92
GOTHIC CAPS	4" GOTHIC OR POINTED CAPS		\$ 4.95	\$ 4.70
POST SKIRTS				
4" REG. POST SKIRT	REGULAR 4" POST SKIRT		\$ 1.67	\$ 1.59
4" DECROTIVE SKIRT	DECROTIVE 4" POST SKIRT		\$ 2.97	\$ 2.82
5" REG. POST SKIRT	REGULAR 5" POST SKIRT		\$ 1.73	\$ 1.64
5" DECROTIVE SKIRT	DECROTIVE 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
FINANCE 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
Date: ___/___/___
Thank You
We look forward to serving you in the future.....

PAGE: 1
CUSTOMER COPY



Visit Us At www.lazerturnkey.com

Curwensville
814-236-0220

- 1. **Qualificação** - Qualificação profissional exigida para a função.
- 2. **Experiência** - Experiência profissional exigida para a função.
- 3. **Idade** - Idade mínima exigida para a função.
- 4. **Sexo** - Sexo exigido para a função.
- 5. **Estado Civil** - Estado civil exigido para a função.
- 6. **Religião** - Religião exigida para a função.
- 7. **Cor** - Cor exigida para a função.
- 8. **Altura** - Altura mínima exigida para a função.
- 9. **Peso** - Peso mínimo exigido para a função.
- 10. **Outros** - Outros requisitos exigidos para a função.

100

TYPE OF TRANSACTION		CHARGE SALE		H		SIR 1		Page: 1		CURRENSVILLE	
SOLD TO:		KEN THOMAS 765-DECK		B14-755-3225		SHIP TO:					
P.O. 50X 41											
CLEARFIELD		FA 10630									
CHST CODE	TIME	TRANS. NO.	TRANS. DATE	DR	STAN	WT					
17566157	06:57	00085559	091707	1	45	4	10156600	09/14/07	LOSER		17566157
ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	OWNER	SALESMAN						
104151	LANSEBERRY JOB	2007124		Ø	Shawn Bired						

[illegible]

Exhibit 4



Leazer Lumber
 332 Schofield St., P.O. Box 217 • Cumersville, PA 16833
 Leazer Truss Systems, Inc. Leazer Commercial Sales Leazer Commercial Doors Leazer Insulation Services Leazer Insulated Solutions
 Cumersville 814-238-0220 State College 717-333-3855 Williamsport 717-333-4600
 Visit Us At www.leazerlumber.com

TYPE OF TRANSACTION CHARGE SALE **STR** 1 **Page:** 2 **CUMERSVILLE**

SOLD TO: BEN TIMKO'S 765-DECK **SHIP TO:** 814-765-3325

ORDER QUOTE NO. 1047129 **P.O. NO.** 814-765-3325 **DATE RECEIVED** 12/30/07 **LOADER**

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE/UNIT	EXTENSION
1	1	EA	FUEL SURCHARGE	3.000EA	3.00
2	1	EA	DELIVER TO JOBSITE 9/26/07 AS EARLY AS WE CAN		
3	1	EA	CUSTOM ORDERS ARE NOT RETURNABLE		

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE/UNIT	EXTENSION
1	1	EA	FUEL SURCHARGE	3.000EA	3.00
2	1	EA	DELIVER TO JOBSITE 9/26/07 AS EARLY AS WE CAN		
3	1	EA	CUSTOM ORDERS ARE NOT RETURNABLE		

Freight Amt: 0.00 **Misc Chrg Amt:**

SUBTOTAL 235.00 **TAX** 6.000 **TAX AMOUNT** 49.72 **TOTAL** 378.32

OPEN AMOUNT DUE:



Leazer Lumber
 332 Schofield St., P.O. Box 217 • Cumersville, PA 16833
 Leazer Truss Systems, Inc. Leazer Commercial Sales Leazer Commercial Doors Leazer Insulation Services Leazer Insulated Solutions
 Cumersville 814-238-0220 State College 717-333-3855 Williamsport 717-333-4600
 Visit Us At www.leazerlumber.com

TYPE OF TRANSACTION CHARGE SALE **M** **STR** 1 **Page:** 1 **CUMERSVILLE**

SOLD TO: BEN TIMKO'S 765-DECK **SHIP TO:** 814-765-3325

ORDER QUOTE NO. 104914 **P.O. NO.** 814-765-3325 **DATE RECEIVED** 12/30/07 **LOADER**

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE/UNIT	EXTENSION
1	1	EA	FUEL SURCHARGE	3.000EA	3.00
2	1	EA	DELIVER TO JOBSITE 9/26/07 AS EARLY AS WE CAN		
3	1	EA	CUSTOM ORDERS ARE NOT RETURNABLE		

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE/UNIT	EXTENSION
1	1	EA	FUEL SURCHARGE	3.000EA	3.00
2	1	EA	DELIVER TO JOBSITE 9/26/07 AS EARLY AS WE CAN		
3	1	EA	CUSTOM ORDERS ARE NOT RETURNABLE		

Freight Amt: 0.00 **Misc Chrg Amt:**

SUBTOTAL 1791.55 **TAX** 6.000 **TAX AMOUNT** 107.48 **TOTAL** 1899.03

OPEN AMOUNT DUE:

Exhibit 11

a Employee's SSN 171-46-8947		Void <input type="checkbox"/>		Copy D For Employer. OMB No. 1545-0008	
b Employer identification number (EIN) 26-0141223			1 Wages, tips, other compensation 5600.00		2 Federal income tax withheld 350.00
c Employer's name, address, and ZIP code 765-DECK LLC PO BOX 41 CLEARFIELD PA 16830			3 Social security wages 5600.00		4 Social security tax withheld 347.20
			5 Medicare wages and tips 5600.00		6 Medicare tax withheld 81.20
			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 Suff.			11 Nonqualified plans		C 12a
			13 Statutory Employee <input type="checkbox"/> Retirement Plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		C 12b
			14 Other PA-SUI 5.04		C 12c
					C 12d
15 State	Employer's state ID number PA 9136 8240	16 State wages, tips, etc. 5600.00	17 State income tax 171.92	18 Local wages, tips, etc. 5600.00	19 Local income tax 56.00
					20 Locality name DuBois

Form **W-2** Wage and Tax
Statement
FDWA0105 10/01/07

2007

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"/>		Copy D For Employer. 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 Retirement Plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		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

Department of the Treasury — Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

FDWA0105 10/01/07

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
Employee Wages, Taxes and Adjustments					
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	640		5,192.16	640.00	
Employer Taxes and Contributions					
Federal Unemployment			51.20		
Medicare Company			92.80		
Social Security Company			396.80		
PA - Unemployment Company			656.79		
Total Employer Taxes and Contributions			1,197.59		

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
Earnings and Hours		Qty	Rate	Current YTD Amount		
Hourly wage		40.00	10.00	400.00	6,400.00	
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	
Adjustments to Net Pay		Current YTD Amount				
OPT					-52.00	
Net Pay				327.76	5,192.16	

Exhibit "W"

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

\$

2 Royalties

\$

3 Other income

\$

5 Fishing boat proceeds

\$

7 Nonemployee compensation

\$

3180.00
9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐

11

13 Excess golden parachute payments

\$

16 State tax withheld

\$

OMB No. 1545-0115

2007

Form 1099-MISC

4 Federal income tax withheld

\$

6 Medical and health care payments

\$

8 Substitute payments in lieu of dividends or interest

\$

10 Crop insurance proceeds

\$

12

14 Gross proceeds paid to an attorney

\$

17 State/Payer's state no.

\$

Miscellaneous Income

Copy A

For Internal Revenue Service Center

File with Form 1096.

For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.

PAYER'S federal identification number

26-0141223

RECIPIENT'S identification number

171-46-8947

RECIPIENT'S name

ASPHALT DOCTOR

Street address (including apt. no.)

RANDY CALDWELL 720 BROAD STREET

City, state, and ZIP code

DUBOIS PA 15801

Account number (see instructions)

2nd TIN not ☐

15a Section 409A deferrals

\$

15b Section 409A income

\$

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							3,180.00

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	
	<hr/>	
	\$80,882.00	

Total Sold

10% Commission would be

\$8088.20

- 695.25 Commission Split Edger

- 272.00 Commission ODonnell

\$7,120.95 Due To Randy Caldwell for
Total Jobs Sold

Exhibit "Z"

RANAM Cell Ph. 590-6181

Ben Timko's

765-DECK

More than just decks!

CUSTOMER INFORMATION

NAME: DAVE BREEN
ADDRESS: 311 Reichenbach Lane
CITY: Bellefonte STATE: PA ZIP: 16803

PHONE: 355-0752
DAY PHONE: _____
E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

Remove and Reface front Entry porch and stairway.
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 ship 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.

Light 1500.00
170.00
Total 1670.00

PACKAGE VALUE \$ 1670.00
Contract Total 1670.00
Deposit Total 500.00
Balance Due 1170.00

Should be 1,170.00

Randy W 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 DATE OF THIS TRANSACTION. SEE THE
ATTACHED NOTICE OF CANCELLATION FORM FOR EXPLANATION OF THIS RIGHT. *

Dave Breen 4/4/07
Customer Signature / Date

Exhibit "AA"

Customer Signature / Date

THE CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK
INSTALLATION OF JOB TO INSTALLERS.

WORK TO BEGAIN AFTER APRIL 15TH

Ben Timko's 765-DECK

More than just decks!

CUSTOMER INFORMATION

NAME: ANN RIGANTE

PHONE: 375-2366

ADDRESS: SELB LOTS 6-7 T.L. ROAD

DAY PHONE: _____

CITY: DUBOIS

STATE: PA ZIP: 15801

E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

REFACE ALL EXISTING DECK WALKWAYS / RAILINGS TO NEW
BASON ADDITIONAL 1" X 6" TO OUTSIDE AREA OF EXISTING DECK MAKING
TOTAL DECK AREA 20' X 12' ALL DECKING TO BE 1" X 6" IN COLOR
ALL EXISTING RAILINGS TO BE REMOVED AND REPLACED WITH ROYAL CROWN
RAILINGS WITH 1" X 6" SQUARE END CAPS ALL DECKING TO BE
NEW BASON 1" X 6" SQUARE END CAPS ALL DECKING TO BE
ALL EXISTING 1" X 6" RAILINGS TO BE REPLACED WITH ALUMINUM RAILING
TO BE 1" X 6" IN COLOR RAILINGS TO BE 1" X 6" IN COLOR
WALKWAY TO END OF HOUSE TO BE REPLACED

REMOVE AND REPLACE STORM DOOR AND EXTERIOR DOOR IN DINING AREA
INTERIOR DOOR TO BE REPLACED 36" X 80" BROWN WOOD GRAIN EXTERIOR AND
EXTERIOR DOOR TO BE REPLACED WITH 36" X 80" BROWN WOOD GRAIN
STORM DOOR TO BE REPLACED 36" X 80" BROWN WOOD GRAIN

REMOVE AND REPLACE 9' X 6" STORM DOOR IN MASTER BEDROOM
DOOR TO BE REPLACED WITH 9' X 6" STORM DOOR TO BE REPLACED WITH 9' X 6"
ALL TRIM AND THRESHOLDS TO BE REPLACED WITH INSULATED ALUMINUM
DOOR TO BE REPLACED IN COLOR ROYAL CROWN 1" X 6" RAILING TO BE
KEY LOCK AND DEAD BOLT WOOD GRAIN INTERIOR

All Vinyl products to have MINIMUM 10 YEAR LIMITED LIFETIME WARRANTY

All work done by 765-DECK carries a 5 YEAR WORKMANSHIP WARRANTY
Contractor to be fully insured

All material to be cleaned up and disposed of by contractor

Final cost included all materials and labor

Deck cost - 16,580.00

9' Door - 3343.00

6' Sliding Door - 1,780.00

WOOD GRAIN INT. BROWN EXTERIOR
COST 3463

PACKAGE VALUE \$ 24,666.00

Contract Total 24,666.00

Deposit Total 3,666.00

Balance Due 22,000.00

1/2 DOWN AT COMPLETION OF DOORS - 11,000.00

UPON TOTAL COMPLETION - 11,000.00

* 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.

KONDOOR
DUNLAP CIRCLE

BESS-ZEITWANGER — CHAIRMAN OF DUBOIS

Ben Timko's 765-DECK

More than just decks!

CUSTOMER INFORMATION

NAME: Charles Peterson
ADDRESS: 6416 Dunlap Rd.
CITY: DUBOIS STATE: PA ZIP: 15801

PHONE: 583 7223
DAY PHONE: _____
E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

FURNISH AND INSTALL 4 SLIDING 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 JAMB AND SILL
INDUSTRIAL GRADE CARPETING AND CAPPING TO BE USED.

BALANCE TO BE PAID UPON
COMPLETION OF WORK.

Ray W. Caldwell
Salesperson Signature / Ext.

PACKAGE VALUE \$ 2664.00
Contract Total _____
Deposit Total 1080.00
Balance Due 1684.00

* 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. *

Charles E. Peterson
Customer Signature / Date

Exhibit "CC"

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, LAGS, ETC. PREPARE
SURFACE FOR NEW DECKING.

POSTS - • UN-ATTACH FRAME FROM STRUCTURAL POSTS. INSTALL 6X6 TAN
VINYL STUDS OVER EXISTING POSTS. RE-ATTACH DECK FRAME.
• INSTALL GALVANIZED DECK POST MOUNTS FOR RAILING NEWEL POSTS.
ALL DECK POST MOUNTS ARE CARPAGE BOLTED THROUGH RIM JOISTS.

DECKING - DECKING IS TO BE ROYAL CROWN LIMITED'S DECK LOK DECKING
OF CUSTOMER'S COLOR CHOICE: GRAY. ALL DECKING WILL BE
FASTENED WITH 2"x2" STAINLESS STEEL SCREWS AND RECEIVE MATCHING
COLOR CHANNELLED EDGE TRIM.

RAILING - RAILING WILL BE 36" SHEETED 36" HIGH VINYL RAILING WITH
1 1/4" X 1 1/4" SQUARE PICKETS AND INCLUDES 12 GAUGE TOP AND BOTTOM
RAIL REINFORCEMENTS. ALL NEWEL POSTS WILL BE 4" TAN AND
HAVE NEW ENGLAND STYLE CAPS AND SPIRITS.

STAIRS - ALL STAIRS WILL BE DECK LOK DECKING WITH MATCHING CHANNELLED
TRIM. RISERS WILL BE CLOSED IN WITH MATCHING COLOR PVC DECK
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 \$890
REFACE STAIRS WITH RAILING \$1155
6X6 VINYL POST INSTALLATION \$500
DRY BELOW CEILING SYSTEM \$300
SOFFIT STORAGE ROOM \$960

OPTIONS ON LIGHTS

TRANSFORMER (UP TO 6) \$125

LIGHTS

OUTLETS

\$85 PER

\$125 PER

PACKAGE VALUE \$

Contract Total

Deposit Total

Balance Due

13905.00

4600.00

9305.00

Salesperson Signature / Ext.

BEN
RANDY

CR 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.

John Egger
Customer Signature / Date

Exhibit "DD"

John Egger
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: TERRY O'Donnell PHONE: 765-6098
ADDRESS: 322 WALNUT STREET DAY PHONE: _____
CITY: CLEARFIELD STATE: PA ZIP: 16830 E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

See Attached Bill of
16 TOTAL WINDOWS
CAPING OF 2 DOORS
INSTALL 1 Storm Door
INSTALL 1 EXTERIOR DOOR

TSL

TOTAL COST 7925.00

PAID 3925.00

Balance 4000.00

Balance to be paid
upon completion of work

PACKAGE VALUE \$

Contract Total 7925.00
Deposit Total 3925.00
Balance Due 4000.00

Terry O'Donnell
Salesperson Signature / Date

* 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.

Terry O'Donnell
Customer Signature / Date

Exhibit "EE"

Customer Signature / Date

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS, AND CONDITIONS ON THIS AGREEMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK
CUSTOMER'S RESPONSIBILITY FOR THE WORK IS TO BE MADE AT TIME OF COMPLETION OF JOB TO INSTALLERS.

100% INFO TO PROPERTY OWNER FOR APPROVAL 4-9-07 me with OK.

Ben Timko's
765-DECK
More than just decks!

CUSTOMER INFORMATION

NAME: Arthur Pilatsky Jr
ADDRESS: 1605 TREASURE LAKE
CITY: Dubuois STATE: PA ZIP: 17801

PHONE: 814-371-3299
DAY PHONE: 301-676-7610
E-MAIL: APPILATSKY@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 ARBOR TO BE INSTALLED WITH GATE WHITE WILLOW.

5 YEAR WORKMANSHIP WARRANTY APPLIES. FENCE HAS DECK

ALL VINYL HAS LIMITED LIFETIME 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 ARBOR)

Randy 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 "FP"

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: Rodney Smith PHONE: 371-4633
ADDRESS: 98 E 8th St DAY PHONE: _____
CITY: Dubuque STATE: IA ZIP: 52001 E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

REMOVE EXISTING IN-SITU AND MATERIALS TO CONSTRUCT A 8X12 DECK
WITH NEW ROOF OVER ENTIRE DECK AREA. SUPPORTS SHALL BE WHITE
DECK TO BE DARK GRAY VINYL DECK FLOORING WITH RAILINGS.
RAILINGS TO BE GRAY. TOP AND BOTTOM RAILS WITH WHITE SQUARE
PIKETS. STEPS OFF BOTH SIDES TO GROUND LEVEL TO BE GRAY
NOT POSSIBLE TO CUT OFF POSSIBLE TO ALLOW ROOF FOR DECK
WITH HAND RAILS. GRAY SOFFIT TO CLOSE IN UNDER DECK AREA
ALL CAPPING TO BE GRAY

ROOF TO BE SHINGLED SHINGLE COLOR TO MATCH GARAGE SHINGLES
IF POSSIBLE. SOFFIT ENTIRE AREA TO BE WHITE APPROX SIZE 14X9
ENTRY DOOR TO BE CUT OFF IF POSSIBLE TO ALLOW ROOF FOR DECK
HEIGHT. IF NOT POSSIBLE CUSTOMER WILL REPLACE DOOR AT HIS COST
THRESHOLD TO BE ADJUSTED TO ALLOW DOOR HEIGHT AND BE LEVEL
WITH EXISTING INTERIOR FLOOR

GUTTER TO BE INSTALLED WITH DOWNSPOUT RUNNING INTO EXISTING
HOUSE DOWNSPOUT IF POSSIBLE. GUTTER TO BE WHITE IN COLOR

ALL MATERIAL TO BE CLEANED UP AND HAULED AWAY BY CONTRACTOR

(NOTE) CEDAR SHINGLES ON GUTTERING TO BE REMOVED AND REPLACED WITH SHINGLES
ADDITION WORK TO BE DONE ON FLOOR AND MATERIALS MUST BE OBTAINED AND DELIVERED

5 YEAR WORKMANSHIP WARRANTY FROM 765-DECK APPLIES

LIFETIME WARRANTY ON ALL VINYL PRODUCTS FROM MANUFACTURER

PACKAGE VALUES

Contract Total	6895.00
Deposit Total	2875.00
Balance Due	4000.00

Rodney Smith
Salesperson Signature / Ext.

Balance to be
PAID UPON COMPLETION

CUSTOMER IS RESPONSIBLE FOR PERMITS 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.

Rodney Smith 4/30/07
Customer Signature / Date

Exhibit "GG"

Customer Signature / Date

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

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: Philipsburg 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 VINYL
RAILINGS AND POST ON FRONT AND BACK PORCHES TO BE WHITE
IN COLOR. PICKETS TO BE EASTPORT SPINORL POST COVERS TO B.D.
FIAT TOP

RAILING ON SIDE PORCH TO BE 3 SIDES WITH SPINORL 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.

Randy Caldwell
Salesperson Signature / Ext.

PACKAGE VALUE \$ _____

Contract Total \$ 2620.00
Deposit Total \$ 1000.00
Balance Due \$ 1620.00

* 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: 765-9830
DAY PHONE: WORK 765-9830
E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

DATE: 5/19/07

FURNISH AND INSTALL BEDFORD POOL FENCE APPROX 12' WITH 36" GATE. TO BE TAN IN COLOR. FROM EXISTING FENCE TO HOUSE.

CUT IN OPENING TO INSTALL AIR CONDITIONER SUPPLIED BY CUSTOMER. EXTERIOR TO BE FRAMED AND COVERED WITH EXISTING SIDING. INTERIOR TO BE RIGIDLY FRAMED WITH TRIM TO MATCH EXISTING TRIM AS CLOSE AS POSSIBLE. TRY NOT TO GET A SUPPORT DOWN ONTO THE HOUSE IF POSSIBLE. MAKE SLOPE TO FIT AIR CONDITIONER.

5 YEAR WORKMANSHIP WARRANTY APPLIES.

BALANCE TO BE PAID UPON COMPLETION OF WORK

Ray W. Caldwell
Salesperson Signature / Ext.

PACKAGE VALUE	\$	
Contract Total	\$	<u>1384.00</u>
Deposit Total	\$	<u>500.00</u>
Balance Due	\$	<u>884.00</u>

* 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.

(X) [Signature]
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 BREES Vlg Rd
CITY: CURWENSVILLE STATE: PA ZIP: 16833

PHONE: 236-2793
DAY PHONE: 765 Steel Work
E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON:

DATE: ___/___/___

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 2 SCREENS. LOW E AND
ARGON GAS DOUBLE PANE GLASS CAPPING TO BE BROWN.

FURNISH AND INSTALL MODEL S130 SMOOTH STAR 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

— OUTSWING DOOR AT LEAST \$500
TOTAL DOOR COSTS

BALANCE DUE UPON COMPLETION OF WORK.

Changing DH's TO SINGLE
WINDOWS
IN KITCHEN!

Randy Caldwell
Salesperson Signature / Ext.

PACKAGE VALUE	\$	_____
Contract Total	\$	5966.00
Deposit Total	\$	2960.00
Balance Due	\$	3006.00

* 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 *DICKS JEAN KINGENSMITH*

PHONE *371-5710*

ADDRESS *30 BLUE LAY DRIVE*

DAY PHONE *590-9021*

CITY *DUNEL*

E-MAIL

STATE *PA* ZIP *15801*

DATE *1/26/07*

DESCRIPTION OF WORK AGREED UPON:

FINAL INVOICE

VINYL POST AND RAILING INSTALLATION ON FRONT + REAR OF HOUSE - COMPLETE

ORIGINAL CONTRACT TOTAL *\$ 3000*

DEPOSIT AMOUNT *CHECK # 511 - 2000*

TOTAL AMOUNT DUE *\$ 3000*

PACKAGE VALUE

Contract Total

\$ 3000

Deposit Total

\$ 2000 (511)

Balance Due

\$ 3000 7/27/07

Salesperson Signature / Ext

BENTINKE

CUSTOMER IS RESPONSIBLE FOR SECURING ALL BUILDING PERMITS
CUSTOMER IS RESPONSIBLE FOR A LPA-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.

Exhibit "KK"

Customer Signature / Date

Customer Signature / Date

TERMS AND CONDITIONS ON THIS AGREEMENT, FRONT AND BACK, ARE HEREBY ACCEPTED
AND MADE TO INSTALLERS UPON COMPLETION OF JOB PROJECT.

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: 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 SIDE WALK. 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.
TOTAL PAYMENT OF \$2493.00 TO BE PAID UPON COMPLETION OF WORK.

PACKAGE VALUE \$ _____

Randy W. Caldwell
Salesperson Signature / Ext.

CK No.
1119

Contract Total \$ 4993.00
Deposit Total \$ 2500.00
Balance Due \$ 2493.00

* 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.

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.

BENJAMIN J. TIMKO and
765-DECK LLC,
Defendants

No. 08-733-C.D.

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

A handwritten signature in black ink, appearing to read "D. Hopkins", is written over a horizontal line.

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

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

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



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (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	\$ 2,060.00
Judgment Costs	\$ 129.15
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,189.15
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
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.

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 _____

AOPC 315-07

DATE PRINTED:

EXHIBIT

tabbies

1

0:00 AM

SEAL

Ben.

THANKS FOR THINKING OF ME AT CHRISTMAS.
I DIDN'T KNOW IF YOU STILL EXSISTED BEING
YOU WOULD NOT RETURN CALLS OR ANSWER YOUR
CELL BUT I GUESS TIMES HASN'T CHANGED.
THE CHECK WAS A NICE JESTER. 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 LEAVED
RITZ AND YARIS I NEVER RECIEVED 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 — 13600.00

\$ 25,600.00 TOTAL COMPLETED WORK
AND FIELD 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
CAME UP WITH \$500 COMMISSION I CAN'T FIGURE.
TRY THIS WITH YOUR NEW CALCULATOR.

2560.00 COMMISSION OWED (WITH NO LATE FEES)
- 500.00 PAID 1-8-08 4 MONTHS
AFTER COMPLE
\$ 2060.00 OWED

EXHIBIT

2

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 FULL 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 DID NOT SEE ANY REASON I HAVE NOT
BEEN PAID. PLUS YOU WILL HAVE TO PAY THE
COURT COST.

COMMISSION EARNED	2,560.00
PAID	<u>500.00</u>
OWED	\$2060.00

PLEASE MAKE PAYMENT TO
RANDY CALDWELL
720 BROAD ST
DUBOIS PA 15801

THE CHECK YOU SENT
HAS 72 BROAD ST
CLARKFIELD PA
16830
ON THE CHECK.
MUST OF BEEN AN CLERICAL
MISTAKE.

I WILL DROP OFF REMAINING DENO. EQUIPMENT
AND DOOR KEYS UPON RECEIVING PAYMENT.
THANK YOU.

OH YES PLEASE ENJOY YOUR NEW CALCULATOR
MERRY CHRISTMAS SORRY IT WAS LATE

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
Edgger	\$13,905.00
O'Donnel	\$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

12000.00 471

\$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 -
Regulatory Payment

YARUS 13,000 Wilkenson 13,400.00
AND RITZ 12,000 CANCELLED SALE
BEFORE IT GOT STARTED

EXHIBIT

Ben Timko's 765-DECK

More than just decks!

P.O. BOX 41 CLEARFIELD, PA 16830 • SHOWROOM LOCATION AT CLEARFIELD MALL

CUSTOMER INFORMATION

NAME: ELIZABETH RITZ
ADDRESS: 5913 IRISH HUN RD
CITY: GRAMPAN STATE: PA ZIP: 16838

PHONE: 583 7009
DAY PHONE: _____
E-MAIL: _____

DESCRIPTION OF WORK AGREED UPON: WORK TO BE DONE AFTER JUNE 9, 2007

FURNISH AND INSTALL ALL MATERIALS TO BUILD A 20X14 DECK WITH GABLE ROOF TIED INTO EXISTING HOUSE ROOF. ALL SCAFFOLDING AND GUARD RAILINGS AND TO HAVE RIDGE VENTS. DECK TO HAVE TAN COLOR FLOOR AND CAPING. 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 BOARDS ON LEFT AND RIGHT SIDES OF HOUSE TO BE CAPED TAN. OPEN UNDER DECK NO SCAFF.

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.

Total \$12000.00
WAS PAID BY CHECK
AT SIGNING + 0
START JOB -

Randy Caldwell
Salesperson Signature / Ext.

Discount Price

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

* 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 TERMS ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT ARE HEREBY ACCEPTED. BEN TIMKO'S 765-DECK TIME OF COMPLETION OF JOB TO INSTALLERS.

EXHIBIT

tabbles

4

BENJAMIN J. TIMKO

RANDY CALDWELL

12/21/2007

5138

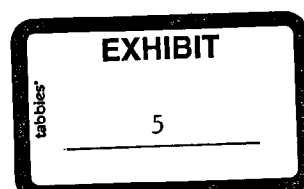
500.00

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 8th 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. 2nd Street
Clearfield, PA 16830

Gary Knaresboro, Esquire
33 Beaver Drive, Suite 2
DuBois, PA 15801

Eric E. Cummings, Esquire
110 N. 2nd Street
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801