

Paragraph 5. The statements in Paragraph 5 are legal conclusions, not factual allegations, and thus require no admission or denial.

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Paragraph 7. The statements in Paragraph 7 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 8. The statements in Paragraph 8 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 9. The statements in Paragraph 9 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 10. The statements in Paragraph 10 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 11. The statements in Paragraph 11 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 12. The statements in Paragraph 12, including all subparts, are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 13. The statements in Paragraph 13 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 14. The statements in Paragraph 14 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 15. Mr. Young admits he works in the residential renovation services industry and admits that work includes window replacement. Mr. Young admits that he performed residential renovation services work at the residential property located at 4512

E. 112th Terrace, Kansas City, Missouri (the property). Mr. Young denies that at the time he performed work at the property he was a “firm” as that term is defined in 40 C.F.R. § 745.83. Instead, because of the level of control Sunshine Home Improvement, LLC (Sunshine) exerted over Mr. Young’s work, including when, where, and how to work, Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90 or employee of Sunshine.

Sunshine exercised complete control over *what* work Mr. Young completed. In the normal course of business, Sunshine provided a copy of a customer’s contract to Mr. Young. That contract limited the work Mr. Young was allowed to complete at the site. For example, the contract limited the number and type of windows to remove and install. Attachment A (“No Extra Work If Not in Writing!”). If any additional work was necessary, or requested by the home owner, that work had to be pre-approved by David Blan of Sunshine. Attachment B (“Any extra work need that is not reflected on the contract must be reflected in a signed addendum by the customer and called in for approval by David Blan, (913) 710-7517 before extra work is done.”) (emphasis in original).

Sunshine even exercised control over Mr. Young’s work when Mr. Young was not on a Sunshine job site. For example, Sunshine prohibited Mr. Young from working on non-Sunshine jobs or with any other home improvement company. Sunshine indicted that if it found out that Mr. Young was working with any other home improvement company Mr. Young would be fired from Sunshine. In other words, Mr. Young was not an independent contractor or “firm;” he was not free to seek out other business opportunities in the home renovation market.

Sunshine controlled *when* Mr. Young worked at a job site. Sunshine required that Mr. Young begin work at a job site between 8:00 and 8:30 a.m. and required Mr. Young to call the Sunshine office each morning, notifying them of his arrival at the jobsite. This control over when Mr. Young completed work indicates that Mr. Young was not an independent contractor or firm and instead was an employee.

Sunshine exercised complete control over *how* Mr. Young's work would be completed. Sunshine provided both on-job and classroom training to Mr. Young indicating that Sunshine wanted the job done in a particular way and that Mr. Young was not allowed to use his own methods. Mr. Blan, provided detailed, on-job instruction regarding the order or sequence Mr. Young was to follow when performing any work. It was made clear to Mr. Young that if work was not completed in the sequence or manner that Mr. Blan directed, Mr. Young would be fired. Similarly, Sunshine provided for Mr. Young's lead renovator certification training by paying for his participation in the appropriate course accredited by EPA under 40 C.F.R. 745.225. This on-going training about work procedures and methods is strong evidence Mr. Young was not an independent contractor or firm.

Sunshine required Mr. Young place yard signs, advertising Sunshine's services, in each job-site yard. It also required Mr. Young to travel to each job site with a 20-foot trailer advertising Sunshine's services. Mr. Young was not allowed to place yards signs advertising his own work or travel with his own trailer to a job site. In other words, Mr. Young was not free to advertise or visibly maintain his own unique business information at a job site as an independent contractor. Those limits on advertising indicate Mr. Young was an employee.

Sunshine dictated the types of common construction materials Mr Young could use. That is, not only did Mr. Young have to use windows supplied by Sunshine, but Sunshine demanded that Mr. Young also use coil, calking, tape, screws, and other common construction materials provided by Sunshine. This demand was maintained, notwithstanding the fact that those same or equivalent materials could be purchased at lower cost from local hardware stores. This control over the materials Mr. Young could use at a job site indicates that he was not an independent contractor or firm.

Paragraph 16. Mr. Young admits that he performed residential renovation services work at the residential property located at 4512 E. 112th Terrace, Kansas City, Missouri (the property). Mr. Young admits that the work was conducted on September 19, 2012. Mr. Young denies that his work involved replacement of eight windows. Mr. Young admits he replaced three windows at the property and started work on a fourth window. During his work on the fourth window, both Sunshine and the owner of the property demanded that Mr. Young leave the property. Mr. Young denies all remaining allegations in Paragraph 16.

Paragraph 17. The statements in Paragraph 17 are legal conclusions, not factual allegations, and thus require no admission or denial. Mr. Young denies that he was compensated for the residential renovation services work he performed at the property.

Paragraph 18. Mr. Young has no knowledge as to whether the property was constructed before 1978. Mr. Young has no knowledge as to whether one of the occupants of the Property was pregnant at the time of the renovation. The statement that the property is target housing as that term is defined by 40 C.F.R. § 745.103 is legal conclusion, not a factual allegation, and thus requires no admission or denial.

Paragraph 19. Mr. Young has no knowledge as to whether an inspector from EPA Region 7 conducted a site visit of the property on September 21, 2012. Mr. Young denies that an inspector from EPA Region 7 reviewed Mr. Young's records relating to the property renovation on February 5, 2013. Mr. Young admits that he met with an EPA inspector on February 5, 2013 at Sunshine Home Improvement, LLC's office located at 2849 Terrace Street, Kansas City, Missouri. Mr. Young admits that, on February 5, 2013, EPA's inspector reviewed Sunshine Home Improvement, LLC's records related to the renovation.

Paragraph 20. The statements in Paragraph 20 are legal conclusions, not factual allegations, and thus require no admission or denial. Mr. Young denies that he violated Section 409 of the Toxic Substance Control Act. Mr. Young denies that he violated the rules set forth in 40 C.F.R. Part 745, Subpart E.

Count One

Paragraph 21. In answer to Paragraph 21, Mr. Young incorporates by reference his answers to Paragraphs 1 through 20.

Paragraph 22. The statements in Paragraph 22 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 23. Mr. Young admits that at the time he performed residential renovation services work at the property he did not have initial certification as a firm pursuant to 40 C.F.R. § 745.89(a)(1). However, at the time he performed work at the property, Mr. Young was not a "firm" as that term is used in 40 C.F.R. § 745.89(a)(1). Thus, Mr. Young was not required to have 40 C.F.R. § 745.89(a)(1) certification. Because of the level of control Sunshine exerted over Mr. Young's work, Mr. Young was

more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90 not a firm. Sunshine was the applicable “firm” for the renovation and thus had the obligation to have 40 C.F.R. § 745.89(a)(1) certification. Mr. Young further states that at the time he performed the residential renovation services he had the required renovator certification as required by 40 C.F.R Part 745.90.

Paragraph 24. Mr. Young denies all allegations in Paragraph 24. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 23.

Count Two

Paragraph 25. In answer to Paragraph 25, Mr. Young incorporates by reference his answers to Paragraphs 1 through 24.

Paragraph 26. The statements in Paragraph 26 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 27. Mr. Young denies the allegations in Paragraph 27. First, at the time he performed residential renovation services work at the property, Mr. Young was not a “firm” as that term is used in 40 C.F.R. 745.85(a)(1). Because of the level of control Sunshine exerted over Mr. Young’s work, Sunshine was the applicable “firm” for the renovation. Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90. Because the rule at 40 C.F.R. 745.85(a)(1) applies to firms, and because Mr. Young was not a firm, he did not violate that rule. Mr. Young further states at the time he performed work at the property he assured compliance with 40 C.F.R. § 745.85(a)(1) by posting signs in the form of yellow “caution” tape that clearly defined the work area and warned the occupants and other persons to remain outside of the work area. Mr. Young further states that the occupants ignored the caution

tape and stepped over the tape on numerous occasions even after Mr. Young verbally requested that the occupants remain outside the work area.

Paragraph 28. Mr. Young denies each allegation in Paragraph 27. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 27.

Count Three

Paragraph 29. In answer to Paragraph 29, Mr. Young incorporates by reference his answers to Paragraphs 1 through 28.

Paragraph 30. The statements in Paragraph 30 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 31. Mr. Young denies the allegations in Paragraph 31. First, at the time he performed residential renovation services work at the property, Mr. Young was not a “firm” as that term is used in 40 C.F.R. 745.85(a)(2)(i)(A). Because of the level of control Sunshine exerted over Mr. Young’s work, Sunshine was the applicable “firm” for the renovation. Because of the level of control Sunshine exerted over Mr. Young’s work, including when, where, and how to work, Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90. Because the rule at 40 C.F.R. 745.85(a)(2)(i)(A) applies to firms, and because Mr. Young was not a firm, he did not violate that rule. Further, Mr. Young states that he did assure substantial compliance with 40 C.F.R. 745.85(a)(2)(i)(A) by either removing all objects from the work area(s) or covered the work area with impermeable material before painted areas were disturbed when conducting interior renovation work. There was no interior work performed until after the windows were removed.

Paragraph 32. Mr. Young denies each allegation in Paragraph 32. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 31.

Count Four

Paragraph 33. In answer to Paragraph 33, Mr. Young incorporates by reference his answers to Paragraphs 1 through 32.

Paragraph 34. The statements in Paragraph 26 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 35. Mr. Young denies the allegations in Paragraph 35. First, at the time he performed residential renovation services work at the property, Mr. Young was not a “firm” as that term is used in 40 C.F.R. 745.85(a)(2)(i)(B). Because of the level of control Sunshine exerted over Mr. Young’s work, Sunshine was the applicable “firm” for the renovation. Because of the level of control Sunshine exerted over Mr. Young’s work, including when, where, and how to work, Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90. Because the rule at 40 C.F.R. 745.85(a)(2)(i)(B) applies to firms, and because Mr. Young was not a firm, he did not violate that rule. Further, Mr. Young states that he did assure substantial compliance with the requirements of 40 C.F.R. 745.85(a)(2)(i)(B) by closing all ducts in the work area and covering them with an impermeable tarp before any painted areas were disturbed when conducting interior renovation work. There was no interior work performed until after the windows were removed.

Paragraph 36. Mr. Young denies each allegation in Paragraph 36. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 35.

Count Five

Paragraph 37. In answer to Paragraph 37, Mr. Young incorporates by reference his answers to Paragraphs 1 through 36.

Paragraph 38. The statements in Paragraph 38 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 39. Mr. Young denies the allegations in Paragraph 39. First, at the time he performed residential renovation services work at the property, Mr. Young was not a “firm” as that term is used in 40 C.F.R. 745.85(a)(2)(i)(D). Because of the level of control Sunshine exerted over Mr. Young’s work, Sunshine was the applicable “firm” for the renovation. Because of the level of control Sunshine exerted over Mr. Young’s work, including when, where, and how to work, Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90. Because the rule at 40 C.F.R. 745.85(a)(2)(i)(D) applies to firms, and because Mr. Young was not a firm, he did not violate that rule. Mr. Young denies that the interior renovation work he conducted involved work in rooms that contained carpet. Instead, those rooms had hardwood floors. Further, Mr. Young states that he assured substantial compliance with the requirements of 40 C.F.R. 745.85(a)(2)(i)(D) by, to the extent possible, covering floor surfaces within 6 feet of the windows being replaced with an impermeable tarp before any painted areas were disturbed when conducting interior renovation work. Finally, after the renovation work was completed, the hard wood floors and remaining surfaces or objects were cleaned pursuant to 40 CFR 745.85(a)(5).

Paragraph 40. Mr. Young denies each allegation in Paragraph 40. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 35.

Count Six

Paragraph 41. In answer to Paragraph 41, Mr. Young incorporates by reference his answers to Paragraphs 1 through 40.

Paragraph 42. The statements in Paragraph 42 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 43. Mr. Young denies the allegations in Paragraph 43. First, at the time he performed residential renovation services work at the property, Mr. Young was not a “firm” as that term is used in 40 C.F.R. 745.85(a)(5)(ii)(B). Because of the level of control Sunshine exerted over Mr. Young’s work, Sunshine was the applicable “firm” for the renovation. Because of the level of control Sunshine exerted over Mr. Young’s work, including when, where, and how to work, Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90. Because the rule at 40 C.F.R. 745.85(a)(5)(ii)(B) applies to firms, and because Mr. Young was not a firm, he did not violate that rule. Mr. Young denies that the interior renovation work he conducted involved work in rooms that contained carpet. Instead, those rooms had hardwood floors. Further, Mr. Young states that he did assure substantial compliance with the requirements of 40 C.F.R. 745.85(a)(5)(ii)(B) by cleaning the all interior surfaces and objects in the work area with a HEPA vacuum.

Paragraph 44. Mr. Young denies each allegation in Paragraph 44. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 43.

Count Seven

Paragraph 45. In answer to Paragraph 45, Mr. Young incorporates by reference his answers to Paragraphs 1 through 44.

Paragraph 46. The statements in Paragraph 46 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 47. Mr. Young denies the allegations in Paragraph 47. First, at the time he performed residential renovation services work at the property, Mr. Young was not a “firm” as that term is used in 40 C.F.R. 745.85(a)(2)(ii)(C). Because of the level of control Sunshine exerted over Mr. Young’s work, Sunshine was the applicable “firm” for the renovation. Because of the level of control Sunshine exerted over Mr. Young’s work, including when, where, and how to work, Mr. Young was more accurately described as an individual “renovator” as that term is used in 40 C.F.R. 745.90. Because the rule at 40 C.F.R. 745.85(a)(2)(ii)(C) applies to firms, and because Mr. Young was not a firm, he did not violate that rule. Further, Mr. Young states that he did assure substantial compliance with the requirements of 40 C.F.R. 745.85(a)(2)(ii)(C) by covering the ground with an impermeable 10 foot X 20 foot tarp.

Paragraph 48. Mr. Young denies each allegation in Paragraph 48. In support of this denial, Mr. Young incorporates by reference his answer to Paragraph 47.

Paragraph 49. The statements in Paragraph 49 are legal conclusions, not factual allegations, and thus require no admission or denial. To the extent that the statements in Paragraph 49 are considered factual allegations, Mr. Young denies those allegations. Based on the foregoing objections and denials, which are incorporated here by reference, Mr. Young disputes that he violated Section 409 of the Toxic Substance Control Act.

Any imposition of civil administrative penalties under Section 16 of the Toxic Substance Control Act would be and arbitrary, capricious, and an abuse of enforcement discretion.

Paragraph 50. In answer to Paragraph 50, Mr Young incorporates by reference his answer to Paragraph 49.

Paragraph 51. The statements in Paragraph 46 are legal conclusions, not factual allegations, and thus require no admission or denial.

Paragraph 52. Mr. Young denies that the factors set forth in Section 16(a)(2)(B) of the Toxic Substance Control Act support imposition of a civil administrative penalty in this case. In particular, Section 16(a)(2)(B) requires that EPA consider Mr. Young's ability to pay a civil penalty and the civil penalty's effect on Mr. Young's ability to continue to do business. The Complaint fails to set forth any facts suggesting Mr. Young has the ability to pay any penalty in this case, much less the \$189,300 penalty the Agency has proposed. Mr. Young denies he has the ability to pay any penalty. Mr. Young has provided the EPA with information regarding his financial status that indicates he does not have the ability to pay any penalty. Pursuant to 40 C.F.R. § 2.203 and 22.5(d), Mr. Young asserts a business confidentiality claim for all information regarding his financial status or ability to pay.

Paragraph 53. Mr. Young denies that EPA's August 2010 Interim Final Policy titled, "Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule" (Penalty Policy) support imposition of a civil administrative penalty in this case.

Although Mr. Young denies that he violated the Toxic Substances Control Act, to the extent there were any violations the Toxic Substance Control Act, Mr. Young's

culpability for those violations is non-existent. Sunshine exerted complete control over Mr. Young's work. Sunshine required Mr. Young to complete the work in the exact manner in which Sunshine trained Mr. Young and Mr. Young completed the work in that manner. Because Mr. Young was following Sunshine's required work practices, he had no control over the events constituting any of the alleged violations. If he would have deviated from those work practices, Mr. Young would have been fired.

Second because of the level of control Sunshine exerted over Mr. Young's work, it is Sunshine that the alleged violations should be directed. In its contracts with customers, Sunshine promotes itself to the public as a "lead safe EPA certified *firm*." (emphasis added). Based on those contracts and the advertising material left with the customer, Sunshine clearly indicates that all renovation services will be performed by Sunshine. Sunshine should not be allowed to shirk its responsibilities as a "firm" by hoisting them onto unsuspecting employees. Further, it is improper for the Agency to endorse Sunshine's nefarious acts by bringing a complaint against persons such as Mr. Young who are effectively employees.

Finally, even if Mr. Young, as an individual renovator, was a "firm" under the applicable rules, the Penalty Policy presumes he would not have the level of knowledge and awareness of those rules that larger renovators and thus should not face the same magnitude of penalties. It appears from the complaint, however, that EPA applied the same penalty matrix against Mr. Young that it would have to larger renovators. There is no indication that the EPA adjusted the proposed penalty based on the size of Mr. Young's operation; a clear violation of the Penalty Policy.

Paragraph 54. Based on the foregoing denials, Mr. Young disputes EPA's proposed penalty.

Paragraph 55. Mr. Young denies any and all allegation of the Complaint not specifically admitted in this Answer.

III. Affirmative Defenses

1. Mr. Young is not a "firm" as that term is used in the Toxic Substance Control Act and its implementing regulations.

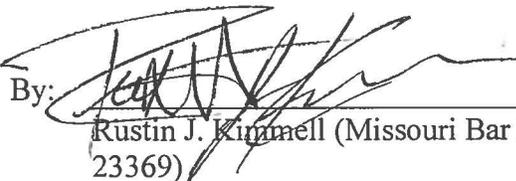
2. EPA has failed to prosecute the one party, Sunshine Home Improvement, LLC, who would be responsible for the violations alleged in the Complaint. By prosecuting Mr. Young and not Sunshine, EPA abuses its discretion and causes additional harm to Mr. Young.

IV. Prayer For Relief

Based upon the foregoing answer, Mr. Young respectfully request that the Regional Judicial Officer dismiss the complaint and deny all proposed penalties.

Dated: April 23, 2015

LATHROP & GAGE LLP

By: 
Rustin J. Kimmell (Missouri Bar No. 23369)

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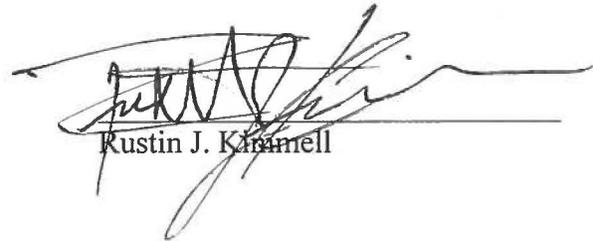
Attorneys for Respondent

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing Answer was served by hand delivery, to the following parties or counsel of record on this 24th day of April, 2015:

Kathy Robinson,
United States Environmental Protection Agency Region 7
Regional Hearing Clerk
11201 Renner Boulevard
Lenexa, Kansas 66219

Raymond C. Bosch
Office of Regional Counsel
United States Environmental Protection Agency
Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219



Rustin J. Kramell

Attachment A



Sunshine Home Improvement, L.L.C.

Sunrooms - Siding - Windows
9050 Quivira Rd, Lenexa, KS 66215
913-599-4663 • 913-310-9912 fax



Name: ANDREW AND PAGE WEBER
Phone (H): 816-678-1770
Install Address: 4512 E. 112TH TERR,
KANSAU CITY, MO. 64137

E-mail: _____
Phone (Other) _____
Bill Address (if different): _____

<u>1</u> 7000 Single Hung <u>WINDOW MARK</u>	\$169	<u>1183.00</u>	_____ Colonial/Prairie Grids, Flat	\$39
_____ 1200 Double Hung	\$189	_____	_____ Colonial/Prairie Grids, Contoured	\$47
_____ 8500 Double Hung	\$219	_____	_____ Tan Color, extruded	\$39
_____ Picture or 2 Lite Slider, >103 ui	\$329	_____	_____ Interior Wood grain Lam./Ext Color	\$95
<u>1</u> Picture or 2 Lite Slider, 80-102 ui	\$250	<u>250.00</u>	_____ Full Screen	\$22
_____ Picture or 2 Lite Slider, <80 ui	\$189	_____	_____ Cottage/Oriel Style, (40/60 or 60/40)	\$29
_____ 3 Lite Slider, (1/3 or 1/4, 1/2, 1/4)	\$595	_____	_____ Tempered Glass, per sash	\$60
_____ Casement/Awning	\$295	_____	_____ Obscure glass Top Bottom	\$30
_____ Twin Casement	\$565	_____	<u>2</u> Mull, to form multi-unit	\$29
<u>8</u> 3 Lite Casement (1/3 or 1/4, 1/2, 1/4)	\$825	<u>156.00</u>	_____ Mull removal	\$25
<u>8</u> Cardinal Low-E2 Glass <u>LOWE'S</u>	\$39	<u>156.00</u>	<u>6</u> Metal Tear Outs	\$25
_____ Cardinal Low-E3 Glass	\$59	_____	_____ Remove Storm Windows	\$10
_____ Exterior Stop Wraps	\$35	_____	_____ Install Interior Casing <u>CUSTOMER</u>	\$95
_____ Exterior Stop Wraps w/EPA-LSI	\$65	_____	_____ R&R Drapes, Blinds & Burglar Bars	\$25
_____ Exterior Full Wraps	\$59	_____	_____ Trip Charge/ < 4 Windows	\$65
<u>8</u> Exterior Full Wraps w/EPA-LSI	\$85	<u>680.00</u>	<u>8</u> Lifetime Warranty	Included
_____ Coil Color, if not white or tan	\$79	_____	<u>8</u> Lifetime Glass Breakage	\$6
_____ EPA Lead Safe Installation	\$29	_____	_____	\$
_____ Bay/Bow/Garden Window	\$	_____	_____	\$
_____ Oversized Window Charge, >103.ui	\$59	_____	_____	\$

NO GRIDS OR PATTERNS,
FINANCED THROUGH KANSAS FINANCIAL

No Extra Work If Not In Writing!

Patio Doors

_____ Vinyl Patio Door 5 ft.	\$915	_____ Cardinal Low-E2 Glass	\$185
_____ Vinyl Patio Door 6 ft.	\$990	_____ Cardinal Low-E3 Glass	\$255
_____ Vinyl Patio Door 8 ft.	\$1090	_____ Wrap	\$75
_____ Tan	\$109	_____ Colonial Grids	\$125

YOU, THE BUYER, ARE RESPONSIBLE FOR THE REMOVAL, INSTALLATION OR REWIRING OF ANY EXISTING SECURITY SYSTEM, PLUS ANY PAINT TOUCH UP OR STAINING DUE TO INSTALLATION OR EPA RENOVATION-INSTALLATION.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Notice of cancellation must be in writing postmarked no later than midnight of the third business day.

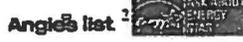
Customer Agrees to the terms of Payment as Follows:

Credit Card Type _____	Total \$	<u>2477.00</u>
Credit Card # _____	Tax \$	<u>120.45</u>
Exp. Date _____	Sub-Total \$	<u>2697.45</u>
Name on Card _____	Measure, & Disposal fee \$	<u>100.00</u>
	Total Amount \$	<u>2797.45</u>
	Custom Order Deposit 50% \$	_____
	*Balance Paid to Installer (Due at Completion) \$	_____
	Amount Financed \$	_____

LEAD SOURCE: YARD SIGN
VANCE ARCHER 8/27/12
Salesman _____ Date _____

x Andrew Weber 8-27-12
Owner _____ Date _____
x [Signature] 8-27-12
Owner _____ Date _____

Approved and Accepted By _____ Date _____



Sunshine "Now that's a bright idea!"



Attachment B

WINDOW LABOR PAY SHEET

Job Name:

Address:

Installer Name *Matt Young*

DH, SH, Picture, 2LS, Casement	\$30.00		
DH, SH, Picture, 2LS, Casement/ >115ul	\$40.00		
Oct/Circle	\$40.00		
3 Lite Slider Install	\$55.00		
Garden Window	\$125.00		
Bay/Bow Window	\$200.00		
Remove & Replace Blinds	\$10.00		
Brick Mold Repair (per side)	\$5.00		
Sill Replacement	\$35.00		
Sill Repair	\$15.00		
Remove & Replace Awning	\$10.00		
Remove & Replace Burglar Bars	\$10.00		
Re-screen Window	\$5.00		
Back Frame	\$20.00		
Enlarge Opening	\$150.00		
Capping (full caps)	\$23.00		
Capping (storm stops)	\$8.00		
Capping (circle top)	\$65.00		
Interior (stops)	\$10.00		
Lead Paint Preparation	\$15.00		
Mull Removal	\$10.00		
Metal Tear Out	\$5.00		
Patio Door	\$140.00		
3 Windows or Less Install	\$30.00		
Break-thru	\$200		
Interior Casing (Install)	\$20		
Stool (Install)	\$10		
Entry Door	\$150		
TOTAL PAY DUE			

Any extra work needed that is not collected on the contract must be reflected in a signed addendum by the customer and called to the approval by David Blue, (913) 716-7817 "before" extra work is done.