

CT Reg #0605216
 MA Reg #146589
 RI Reg #26463



26 Cedar St Woburn, MA 01801
 800-242-9974
 Federal ID # 20-2625129

Window / Door Contract

Customer Information

Pam Kotapski 54 Astor Way South Yarmouth MA 02664	(508) 619-3045 () pkotapski@aol.com	Date: 10/17/2022 Rep: Rob Donadio Office # 800-242-9974
--	--	--

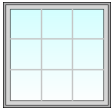
Location Agreement

NEWPRO hereby agrees that it will, for the consideration hereinafter mentioned, furnish all labor and material necessary to install the goods purchased by Owner in accordance with the terms described on the following pages of this agreement (collectively, this "Agreement") at the premises located at: 54 Astor Way South Yarmouth MA 02664
--

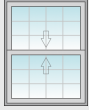
Windows Being Installed:	14
Doors Being Installed:	0

Window Details

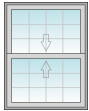
	Location: Dining Room Interior Color: White Exterior Color: White Hardware Finish: White Additional Labor: None	Series: Enviro XR5 Deluxe Double Hung Screen Type: 1/2 Grid Pattern: None Grid Type: None Glass Options: None
	Location: Dining Room Interior Color: White Exterior Color: White Hardware Finish: White Additional Labor: None	Series: Enviro XR5 Deluxe Double Hung Screen Type: 1/2 Grid Pattern: None Grid Type: None Glass Options: None
	Location: Dining Room Interior Color: White Exterior Color: White Hardware Finish: White Additional Labor: None	Series: Enviro XR5 Deluxe Double Hung Screen Type: 1/2 Grid Pattern: None Grid Type: None Glass Options: None
	Location: Breezeway Interior Color: White Exterior Color: White Hardware Finish: White Additional Labor: None	Series: Enviro XR5 Deluxe Double Hung Screen Type: 1/2 Grid Pattern: None Grid Type: None Glass Options: None



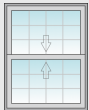
Location:	Garage	Series:	Enviro XR5 Deluxe Picture
Interior Color:	White	Screen Type:	N/A
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	N/A	Grid Type:	None
Additional Labor:	None	Glass Options:	None



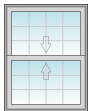
Location:	Garage	Series:	Enviro XR5 Deluxe Double Hung
Interior Color:	White	Screen Type:	1/2
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	White	Grid Type:	None
Additional Labor:	None	Glass Options:	None



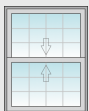
Location:	Bath 1	Series:	Enviro XR5 Deluxe Double Hung
Interior Color:	White	Screen Type:	1/2
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	White	Grid Type:	None
Additional Labor:	None	Glass Options:	None



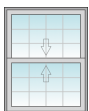
Location:	Bath 1	Series:	Enviro XR5 Deluxe Double Hung
Interior Color:	White	Screen Type:	1/2
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	White	Grid Type:	None
Additional Labor:	None	Glass Options:	None



Location:	Master Bedroom	Series:	Enviro XR5 Deluxe Double Hung
Interior Color:	White	Screen Type:	1/2
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	White	Grid Type:	None
Additional Labor:	None	Glass Options:	None



Location:	Bedroom 1	Series:	Enviro XR5 Deluxe Double Hung
Interior Color:	White	Screen Type:	1/2
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	White	Grid Type:	None
Additional Labor:	None	Glass Options:	None



Location:	Bedroom 1	Series:	Enviro XR5 Deluxe Double Hung
Interior Color:	White	Screen Type:	1/2
Exterior Color:	White	Grid Pattern:	None
Hardware Finish:	White	Grid Type:	None
Additional Labor:	None	Glass Options:	None

This space intentionally left blank



Renovate Right Pamphlet Receipt

Pam Kotapski

54 Astor Way
South Yarmouth MA 02664

Your family's health and safety is our top priority!

I hereby acknowledge receipt of the pamphlet, "Renovate Right." This pamphlet informs me of the potential risk of lead hazard exposure from renovation activity to be performed in my home. I confirm that I have received this pamphlet before any work began on my home.

Pamela J Kotapski

Pam Kotapski

10/17/2022

Date

This space intentionally left blank

THE SEVEN THINGS HOMEOWNERS NEED TO KNOW ABOUT LEAD PAINT

- 1. Lead paint was banned from use in consumer products in 1978. Lead paint was often used in houses and apartments built before then. Lead had been added to paint for many decades because it improved the performance of the paint (drying time, durability, etc.). However, if lead is inhaled or ingested (usually in the form of lead paint dust) it can be very harmful to adults and especially to young children.
- 2. To try and reduce the potential problem of lead paint in older houses, the Environmental Protection Agency or "EPA" requires that contractors inform their customers about lead paint. A contractor is supposed to provide customers with a special pamphlet titled "Renovate Right: Lead Hazard Information for Families, Child Care Providers and Schools". Unless your house was built after 1977, you are probably entitled to a copy of this pamphlet from your contractor before any work begins on your house.
- 3. As of April 22, 2010, if a planned remodeling project is being done to a house or apartment that was built before 1978, and the work involves or impacts painted surfaces, then the contractor may test one or more paint samples from the work area to see if there is lead paint or assume lead paint and perform lead safe work practices. Tests can only be performed by an EPA-approved Certified Renovator. A quality contractor should have EPA-approved Certified Renovators working for them.
- 4. If lead paint is found in the work area, then the contractor has to use specialized "lead-safe work practices" in performing the planned remodeling project. This means using specialized clothing, equipment, procedures, and clearance testing to perform and complete the work. The idea is to reduce or eliminate the risk of lead paint dust resulting from the work. Only contractors that have registered with the EPA are allowed to do this, and only Certified Renovators and specially trained crews can perform lead-safe work practices.
- 5. There are some exemptions and exclusions that can apply so that lead-safe work practices may not have to be used, even on a house built before 1978, such as if there is very little paint in the work area. A good contractor will be able to review these possible exemptions and exclusions with a customer to see if any might apply to the planned remodeling project.
- 6. Because the use of lead-safe work practices will increase the amount of time and the expense incurred by the contractor in performing the planned remodeling project, a contractor may need to apply a special "Lead-Safe Work Practices Fee" to a remodeling project, based on the size and type of the work involved.
- 7. A customer should be given copies of any exemption or exclusion forms used by a contractor, as well as copies of the results of any paint samples tested by a Certified Renovator. If lead-safe work practices are used on a planned remodeling project, the customer should be given a certificate signed by the Certified Renovator showing that lead-safe work practices were properly performed.

IF YOUR CONTRACTOR IS NOT TELLING YOU ABOUT LEAD PAINT OR IS NOT FOLLOWING THE LAW REGARDING LEAD PAINT, YOU SHOULD FIND ANOTHER CONTRACTOR!

CUSTOMER AUTHORIZATION FOR LEAD PAINT TEST

I understand that in accordance with the EPA's Renovation, Repair and Painting Rule NEWPRO may have to test one or more small paint samples from the work area in my house to see if there is lead paint present. I authorize those tests to be done. I understand that NEWPRO will try to perform these tests in locations that are out-of-view or not noticeable, but I understand there may be some small amount of surface disruption at a test sight, and I agree to hold NEWPRO harmless from any inadvertent damage that occurs as a result of these required tests.

Pamela J Kotapski

Pam Kotapski

10/17/2022

Date

This space intentionally left blank

For WINDOW / DOOR projects:

General Responsibilities

- You are responsible for removing and reinstalling window treatments on windows or doors being replaced.
 - **NOTE: Existing window treatments (e.g. blinds mounted to the window frame) may not fit after the new windows have been installed.**
- Please move furniture or electronic equipment that could get damaged during the installation. Leave at least three feet on either side and in front of the window or door for the craftsman to work.
- We do NOT remove or re-install security systems of any kind. Please arrange for the removal and re-installation of all security systems.
- You are responsible for painting or staining new interior trim. We also do not paint or stain headboards, seat boards or natural wood interiors. New interior trim is typically installed with bays, bows, garden windows, patio doors, and all wood windows and doors.

Trees, Bushes, Flowers & Shrubbery

- If you have low hanging branches or bushes that are close to the windows, trimming may be necessary. Our crews will only cut back those branches that limit their ability to do a safe and efficient job.
- If any bushes, flowers or shrubbery need to be protected, please let us know. We will take proper precautions to keep your landscaping intact whenever possible.

Window AC Units / Burglar Bars / Marble Sills

- If you plan on placing a room air conditioning unit inside the new window, speak with your Installation Services Manager (ISM) to make sure the AC unit will fit.
- We remove, but do NOT re-install burglar bars. The homeowner must arrange for re-installation.

Access to Your Home

- Please let us know where you would like us to stage your materials (where to place the windows, park vehicles and where to store our equipment, if necessary).
- Our workers need access to a grounded electrical source in order to run their equipment.
- We need a cleared "walkway" inside the home leading to each window being replaced.
- Installers will be entering and exiting your home regularly. Please make sure all pets are properly secured.
- If a building permit was required, a final inspection by a local building inspector may be required. You must provide the inspector with access to your home. Please leave the permit posted until the final inspection is complete.

Job Completion

- Upon completion of your job, you will be asked to sign a Completion Certificate and pay the balance due on the job. Please note that our installers are authorized to receive the final payment.
- If you are paying by check, please make the check payable to "Newpro".

Window without Wrap / Capping

- Windows installed **WITHOUT** exterior wraps will be properly sealed from the elements and "Paint Ready." Homeowner will be responsible for finishing the exterior trim and stops, as necessary.
- Windows may protrude further from the siding than the existing window. This is normal and meets Newpro's installation standards.

Lead-Safe Renovation

- If applicable, the rooms or areas where work is being done may be blocked off or sealed with plastic sheeting to contain any dust that is generated. The contained area will not be available until the work in that room or area is complete, cleaned thoroughly and all dust is removed.
- Access to the work area will not be permitted and you should plan accordingly.

PLEASE NOTE:

- Verbal promises cannot be honored. Verify that everything you expect is detailed in the Home Improvement Contract or Spec Sheet that you signed.
- Service issues found after job completion will be handled as part of the applicable Product or Craftsmanship Warranty.

This space intentionally left blank

By initialing, I hereby acknowledge my responsibilities as the homeowner. *PSK*

Paper-Free Transaction Consent

Please read this information carefully and thoroughly.

Simple and Safe Electronic Delivery of Your Documents. By initialing this form, you will receive your Newpro contract documents and disclosures (collectively, "Documents") and any changes to the Documents, electronically. That means you have to have or be able to access, at your own expense, an Internet-connected device (such as a computer, smart phone or iPad) that meets the minimum requirements described below. You also confirm that your device will permit you to access and keep the Documents electronically. Unless you tell us otherwise, as discussed below, we will provide you electronically all the required notices, disclosures and other documents that are required to be provided to you during the course of our relationship with you. You agree that we have sole discretion to convert the electronic original to a paper original that shall serve as the authoritative copy.

Getting Paper Copies – If You Want Them! You have the right to receive a paper copy of any Document – at no charge. If you would like a paper copy, just (i) e-mail us at contactus@newpro.com, (ii) call us at 800-342-2211, or (iii) write to us at Newpro, 26 Cedar St. Woburn, MA 01801, Attn: Sales Department. Give us your name and mailing address and be sure to state which Document you are requesting a copy of.

If You Change Your Mind – It’s Easy to Withdraw Your Consent. You can also contact us in any of the ways described in the preceding paragraph to withdraw your consent to receive any future Documents electronically. Just give us your name, e-mail and mailing address and be sure to state you are withdrawing your consent to receive electronic documents.

Changing Your Electronic Address. You must keep your email or electronic address current with us. Accordingly, please notify us of any change in your email or other electronic address. You can contact us in any of the ways described above.

Simple! – What You Need To Receive Electronic Documents. To receive an electronic copy of the Documents, all you need to have is the following equipment and software:

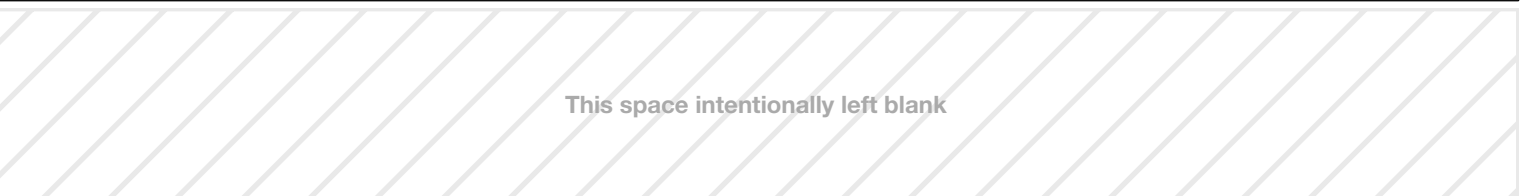
- A personal computer or other device (such as a smart phone or iPad) that can access the Internet. If you are accessing this page on a device you own, then this verifies that your system/device meets these requirements.
- A device and Internet web browser that is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) or Microsoft® Internet Explorer version 6.0.
- Software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®. (The software is also available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>)

Keeping Your Documents. To retain a copy of the Documents, your device must have the ability to download and store PDF files.

We also want to remind you to please make sure to read each page of your Documents and ask any questions you might have!

By initialing this form, you confirm (i) you can access and read this document; and (ii) that you can print this disclosure on paper or save it or send it to a place where you can print it, for future reference and access; and (iii) we will only provide you with electronic copies of your Documents, unless you request a paper copy, as discussed above.

By initialing, I acknowledge that I have read, understand and agree to the above conditions. *PSK*



This space intentionally left blank

ENVIRO XR9 / XR5

WINDOW MODEL ACKNOWLEDGEMENT

Enviro-XR9 Deluxe Performance

- Deluxe Triple Glass
- 15/16" Glass Thickness
- 0.20 U-Factor*
- 2 Coats Low "E" glass
- XR9, Argon Gas-Filled

Features

- HeatSeal Spacer Technology
- Welded Vinyl Sash & Frame
- Foam-Filled Sash & Frame
- Double Lock(s) (size dependent)
- Locking 1/2 Fiberglass Screen
- Lifetime Limited Warranty
- 3-year Free Service Pledge

Enviro-XR5 Deluxe Performance

- Deluxe Double Glass
- 3/4" Glass Thickness
- 0.26 U-Factor*
- 1 Coat Low "E" glass
- XR5, Argon Gas-Filled

Features

- HeatSeal Spacer Technology
- Welded Vinyl Sash & Frame
- Foam-Filled Sash & Frame
- Double Lock(s) (size dependent)
- Locking 1/2 Fiberglass Screen
- Lifetime Limited Warranty
- 3-year Free Service Pledge

ENVIRO

*All U-factors based on NO grids. Window models may not be combined. One window model per household. All warranties non-transferable. Updated 12/31/2019. WD-20205

Window Selected

Enviro XR5 Deluxe

Pamela J Kotapski

Pam Kotapski

10/17/2022

Date

Notice of Cancellation

Date of Transaction

10/17/2022

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice or any other written notice, or send a telegram, Newpro Operating, LLC, 26 Cedar Street, Woburn, Massachusetts 01801.

No later than midnight of

10/20/2022

I HEREBY CANCEL THIS TRANSACTION.

Consumer's Signature _____ Date _____.

Notice of Cancellation

Date of Transaction

10/17/2022

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice or any other written notice, or send a telegram, Newpro Operating, LLC, 26 Cedar Street, Woburn, Massachusetts 01801.

No later than midnight of

10/20/2020

I HEREBY CANCEL THIS TRANSACTION.

Consumer's Signature _____ Date _____.

The below-signed individual(s) acknowledge receipt of the above Notices of Cancellations, and further acknowledge that they were orally informed of their right to cancel this transaction.

Pamela J Kotapski

Pam Kotapski

10/17/2022

Date

This space intentionally left blank

Terms and Conditions

Warranties: Product warranties are provided by the manufacturer(s) of the products that Owner is purchasing. Labor warranties are provided by Newpro. Owner understands that Owner should read all the written warranties for details of coverage. Warranties are available for review before signing this Agreement.

Late Cancellation: Owner understands that Owner has three business days to cancel this Agreement. Owner understands that if Owner wants to cancel this Agreement after three days, NEWPRO does not have to allow that. Owner understands that if NEWPRO does let Owner cancel, however, Owner will have to pay to NEWPRO a late cancellation fee equal to 33.3% of the purchase price in order to cover NEWPRO's labor, administrative, and material costs, so long as that is legally allowed.

Delay/Unknown Conditions/Damages: Owner understands that if NEWPRO determines within thirty days of the date of this Agreement that it cannot perform the work according to NEWPRO's professional standards, NEWPRO can cancel this Agreement, notify Owner of cancellation, and promptly return Owner's money. Owner understands that issues that may cause NEWPRO to cancel this Agreement include incorrect pricing or unknown pre-existing conditions to the property. Owner understands that NEWPRO is not responsible for structural or other defects in the property and that NEWPRO's products do not cure these problems. Owner understands events beyond the control of NEWPRO, such as delays by local government authorities in issuing or otherwise approving inspections, permitting or other required authorizations for the job do not constitute abandonment and are not included in calculating time frames for performance by NEWPRO. The parties agree that time is not of the essence for the performance of the work. Owner understands that NEWPRO is not responsible for (a) damages due to causes beyond NEWPRO's control, (b) consequential damages arising from a delay in NEWPRO performing under this Agreement, or (c) unintentional damage to Owner's personal property, it being understood that it is Owner's responsibility to remove/secure personal property prior to commencement of work.

When Money Is Due: Owner agrees that when the work is "substantially complete", Owner will pay the balance due on this Agreement. Owner understands that "substantially complete" means the work has been materially finished, functional as intended, and a final inspection, permit, or occupancy certificate, if required, has been obtained. Owner agrees that once Owner has paid the purchase price, if Owner believes any of the work performed by NEWPRO is defective or incomplete, NEWPRO will inspect the work and perform any service Owner is entitled to under this Agreement and/or any warranty. Owner agrees that if Owner does not pay any of the money when it is due, Owner can be charged a late fee of 1.5% on the amount owed for each month the money is not paid.

Owner agrees that if Owner defaults on any promises under this Agreement, and NEWPRO hires an attorney to enforce this Agreement, Owner will pay NEWPRO its reasonable legal fees and related costs or expenses, as long as it is legal for Owner to do that.

Owner agrees that Owner will assert a dispute, claim, or controversy (hereafter referred to as a "Claim") arising under or relating to this Agreement only on behalf of Owner's own self and that Owner will not assert a Claim on behalf of, or as a member of, a class or group in either an arbitration proceeding, a private attorney general action or in any other forum or action. If a court determines that this specific paragraph is not fully enforceable, the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against NEWPRO by a state or federal government agency even when such agency is seeking relief on behalf of a class of buyers.

Owner agrees and understand that if Owner finances the work, Owner's separately provided financing documents will include the number of monthly payments and the amount of each payment, including any finance charge. Owner promises that he will provide NEWPRO with access to the work area, including access to electrical outlets. Owner understands that this Agreement and any attachments make up the entire understanding between the parties. Owner agrees that any change to this Agreement must be in writing and signed by both parties.

This space intentionally left blank

Arbitration of Disputes:

Newpro and Owner agree that any and all disputes, claims, or controversies (a "Claim") arising under or relating to this Agreement may, at the election of either party, be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing Consumer Arbitration Rules of the American Arbitration Association ("AAA), to be held and arbitrated in Middlesex County, Massachusetts. Buyer(s) agrees that Buyer(s) will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting a Claim shall file a notice of the demand for arbitration with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public.

Newpro and Owner hereby mutually agree in advance that in the event that Newpro has a dispute concerning this contract, Newpro may submit such dispute to a private arbitration service which has been approved by the Office of Consumer Affairs and Business Regulation and Owner shall be required to submit to such arbitration.




Pam Kotapski

Rob Donadio

10/17/2022

10/17/2022

Date

Date

This space intentionally left blank

