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BY GREAT DAY IMP		Actual Time	Replacement Windows	Entry De
ate 812			Patio Door	Storm D
istaller_	Salesperso	- Joo Betant	Z	
	Appren	itice	JUMP AND JOB PROGRESS	DATE
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TY, STATE, ZIP	33			
HOME PHONE		0-412-0498 EPHONE	SALES NOTES	
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LEAD

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Lead Safe Install Required?

Yes

No

ustomer	BOB	NORL	AN			SI	ze	06	width	X	58		U_	height	
MODEL WOOD SPECIES						CIES	2			10R C	olonial	G			-
X	Series 2000 Ve	neer		-	Birch Maple	(Tongue &	Groove ONLY	)		6" Colo Other	nlal	inch	FL	ŧΤ,	NF
WIND	OW TYPE						5-Lite Boy	J		6	3-Lite E	Sow			_
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WIN	DOW UNIT S	PECIFIC	ATIONS	S - NEW	/I All unit	s viewed i	from EXTERI	OR, from	left to r	ight.					
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ity, State, Zp       Hudson, oH. HH23G         Window/Door Location       Style BAY       Location		Alteration/Opening Change
The event does without the subscription of Work States, 20  State	STANEK AN WINDOWS	Design Consultant JOD BETONTE
stall Address       Style       Style         My State, Zip       Hudson, oH.       UND         Window/Door Location       Diversition       Diversition         Window/Door #       Diversition       Diversition         Description of Work       States, Zip       Location       Diversition         Description of Work       States, Zip       States, Zip       Move Block will PRANCE will Brunch with a Acam         Inside Work       Max       France       Window PRANC       Yes       No         Inside Work       Max       France       No       Nove Block       Acam         PAY with NDDW       Move Blockford       Yes       No       Nove Huad       Yes       No         Inside Work       Move The Core       Prance       Prance       Prance       No       Nove Huad       Nove Huad         Cashing Style       FLAFT       Mowe alcations       Species       POPLAR       Nove Cool       Nove         Cashing Style       FLAFT       Mowe alcations       Nove Huad       Nove Wall       Nove Wall       Nove       Nove         Outside Work       Contract Create       Prance       Stilling       Stilling       Stilling       Stilling       Stilling       Stilling       S	BY GREAT DAY IMPROVEMENTS, LLC	
stall Address       Style       Style         My State, Zip       Hudson, oH.       UND         Window/Door Location       Diversition       Diversition         Window/Door #       Diversition       Diversition         Description of Work       States, Zip       Location       Diversition         Description of Work       States, Zip       States, Zip       Move Block will PRANCE will Brunch with a Acam         Inside Work       Max       France       Window PRANC       Yes       No         Inside Work       Max       France       No       Nove Block       Acam         PAY with NDDW       Move Blockford       Yes       No       Nove Huad       Yes       No         Inside Work       Move The Core       Prance       Prance       Prance       No       Nove Huad       Nove Huad         Cashing Style       FLAFT       Mowe alcations       Species       POPLAR       Nove Cool       Nove         Cashing Style       FLAFT       Mowe alcations       Nove Huad       Nove Wall       Nove Wall       Nove       Nove         Outside Work       Contract Create       Prance       Stilling       Stilling       Stilling       Stilling       Stilling       Stilling       S	Customer Name BOB MORLAN	County SummTT
Window/Door Location       Style BAY       Location DINING         Window/Door #       Style Tox SO       New Size	Install Address 84N, Oviatt St.	
Window/Door #	City, State, Zip Hudson, OH. 492-36	2
Skilling Size       T2X80       New Size       642 × 58         Description of Work       STANEK WILL INSTALL NEW BAY WINDOW . STANEK WILL BRUNG UP DRY         WALL FROM FLOOD .       WALL FROM FLOOD .         BAY WINDOW .       PAY WINDOW .         Inside Work       Yes       No         New stool       Yes       No         Move aledra       Yes       No         Move aledra       Yes       No         Notes       Customer PLAT       Species       DOPLAK         Casing Style       FLAT       WALL RECEDED.       No         Notes       Customer Responsible for Supplying CPI with cxisting ccdar states for any state state description         Notes       Siding State To USE.       Supplying CPI with cxisting ccdar states for any state state of the state sta	Window/Door Location	DINNE
Description of Work         STANLEX WILL INSTALL NEW BAY WINDOW, STANEX WILL BRINGS VP DRY         WALL FROM FLOOR_STANEX NEW BAY WINDOW, STANEX WILL BRINGS VP DRY         Inside Work         Baside Work         New header       Fes	Window/Door # Style_BAY	Location Location
STANEK WILL INSTALL NEW BAY WINDOW, STANEK WILL BIGINGS DIAT         WALL FROM PLOCE, STANEK WILL PROVIDE NEW FLAT CASING AROAM         "BAY WINDOW.         Inside Work         New header       Yes         New header       Yes         Dywail (Note A)       Yes         Yes       No         New header       Yes         Dywail (Note A)       Yes         No       New stool         Dywail (Note A)       Yes         Notes       Costone Responsibile FLAT CASINGE ON BOTTOM OF DPLY WALL.         Cathy (FINAL WERDER)       WILL DETERMINE ON BOTTOM OF DPLY WALL.         Cutstade Work		New Size
WALL FROM FLOOR, STRAEL WILL PROVIDE NEW POWN CONTINGE IN THE         BAY WINDOW.         Inside Work         New header       Yes       No       Move electrical       Yes       No         New header       Yes       No       New stool       Yes       No       New casing       Yes       No         Outside Work       The ATT W RANGE RELEAT CASING AN BOTTION OF DRY WALL,         Notes       COSTMER RESONANCE FLAT CASING AN BOTTION OF DRY WALL,         CARY (GINAL INFECTION)       CARY (GINAL INFECTION)       AN BOTTION OF DRY WALL,         WILL BE USED.       Outside Work       Stiding material description       Stiding         Notes       Stiding stiding material description       Stiding       Stiding         Notes       Stiding Stiding material description       Stiding         Notes       Stiding       Customer Responsibilie for Supplying CPI with cxisting ccdor stills       Customer Stresson         WILL SUPPLY POOR SHINGLES AFTER GAMY DETERMINES IF PRODUCT IS       SUFFICIENT TO USE.       Supplying to negative data and the stresson of the stress	TO THE THE ONLY AVENIDA	Y WINDOW. STANEK WILL BRING UP DRY
Inside Work       New header       Yes       No       Move electrical       Yes       No       New teader       Yes       No       New stool       Yes       No       New casing       Yes       No         Dywail (Note A)       Yes       No       New stool       Yes       No       New casing       Yes       No         Dywail (Note A)       Yes       No       New stool       Yes       No       New casing       Yes       No         Notes       Customer Responsible to response       DOPLACE       Casing Style       The customer Casin Ker Type         Will       BE USED       Will DETERMINE AN BOTTOM OF DRY WALL,         Outside Work	WALL SOM PLOOP STANE	C WILL PROVIDE NEW FLAT CASING AROM
Inside Work       No       Move electricalYesNo       Move HVACYesNo       Move HVACYesNo         Drywall (Note A)       YesNo       New stoolYesNo       New casingYesNo         Drywall (Note A)       YesNo       New stoolYesNo       New casingYesNo         Notes      CAPLACTINGE_FLAT CASINGE AN BOTTOM OF DRY WALL,         CAPLY (FINAL_MARSURE) will DETERMINE WHAT CASINGE TYPE        NILL BE USED.         Outside Work	BAY WINDOW.	
New header       Yes       No       Move electrical       Yes       No       Move HVAC       Yes       No         Drywall (Note A)       Yes       No       New stool       Yes       No       New casing       Yes       No         Casing Style       FLATT       Will Queeze       FLATT       Species       POPLAC         Notes       Customer Responsible FLATT       Casing Style       FLATT       Style       Style       S		
New header       Yes       No       Move electrical       Yes       No       Move HVAC       Yes       No         Drywall (Note A)       Yes       No       New stool       Yes       No       New casing       Yes       No         Casing Style       FLATT       Will Queeze       FLATT       Species       POPLAC         Notes       Customer Responsible FLATT       Casing Style       FLATT       Style       Style       S	Inside Work	
Drywali (Note A) Ites No Revealed PLART Species POPLAR Casing Style FLATT & Quarter FLATT Species POPLAR Notes CASTARED_ REGESTINGE_FLATT CASINGE_ AN BOTTOM OF DRY WALL CARLY (FINAL REGESTINGE_FLATT CASINGE AN BOTTOM OF DRY WALL CARLY (FINAL REGESTINGE_FLATT CASINGE AN BOTTOM OF DRY WALL OLD Store StoreStore StoreSto	New header Ves No Nove	
Notes       COSTORED REGRESTINGE FLAT CASINGE ON BOTTOR OF DAY WILL.         CAPY (FINAL MEASURE) WILL DETERMINE WHAT CASINGE TYRE         WILL BE VED.         Outside Work         Plywood only       Plywood covered with aluminum coll stock       Coll color	Drywall (Note A) Yes No New	
CAPAC (FINAL INFASTED WILL DETERMINING WINTH CONSINCE THE STATE         WILL BE USED.         Outside Work         Plywood onlyPlywood covered with aluminum coll stock       Coll color	Casing Style FLAT W QUARTER	FLAT Species POPLAR
Outside Work         Plywood only       Plywood covered with aluminum coll stock       Coll color         WHTE       Siding       Siding material description         Notes	Notes CUSTOMER REQUESTINGE, F	LAT CASING ON BOTTOT OF PH
Outside Work         Plywood only       Plywood covered with aluminum coll stock       Coll color         Siding       Siding material desoription         Notes	CAPY (FINAL MEASURE)	WILL DEFECTITIVE WHAT GOING THE
Plywood only       Plywood covered with aluminum coll stock       Coll color         Siding       Siding material description         Notes	WILL BE USED.	
Skiding       Siding material description         Notes	Outside Work	
Notes	Plywood only Plywood covered with	
Customer Responsible for	Siding Siding material description	
COSTONED IN CHIMADLE OF INTERMINE IGAN DETRIMINES IF PRODUCT IS         WILL SUPPLY POOR SHINGLES AFTER GAMY DETRIMINES IF PRODUCT IS         SUFFICIENT TO USE.         Acceptance of Responsibility         WILL         WILL         NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) cost of compound only. The customer is responsible for any sending, finishing costings of compound, and/or any painting.         WITAUS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is installing exterior sking, it may not be possible to match the existing color or taxiure of the aciding meterial, if this is the case in your home, Great Day Improvements will use a similar material, use a material purchased by the homeowner, or have the homeowner, how the	Notes	
COSTONED IN CHIMADLE OF INTERMINE IGAN DETRIMINES IF PRODUCT IS         WILL SUPPLY POOR SHINGLES AFTER GAMY DETRIMINES IF PRODUCT IS         SUFFICIENT TO USE.         Acceptance of Responsibility         WILL         WILL         NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) cost of compound only. The customer is responsible for any sending, finishing costings of compound, and/or any painting.         WITAUS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is installing exterior sking, it may not be possible to match the existing color or taxiure of the aciding meterial, if this is the case in your home, Great Day Improvements will use a similar material, use a material purchased by the homeowner, or have the homeowner, how the		aid's a
COSTONED IN CHIMADLE OF INTERMINE IGAN DETRIMINES IF PRODUCT IS         WILL SUPPLY POOR SHINGLES AFTER GAMY DETRIMINES IF PRODUCT IS         SUFFICIENT TO USE.         Acceptance of Responsibility         WILL         WILL         NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) cost of compound only. The customer is responsible for any sending, finishing costings of compound, and/or any painting.         WITAUS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is installing exterior sking, it may not be possible to match the existing color or taxiure of the aciding meterial, if this is the case in your home, Great Day Improvements will use a similar material, use a material purchased by the homeowner, or have the homeowner, how the		col : it inisting and an attender
COSTONED IN CHIMADLE OF INTERMINE IGAN DETRIMINES IF PRODUCT IS         WILL SUPPLY POOR SHINGLES AFTER GAMY DETRIMINES IF PRODUCT IS         SUFFICIENT TO USE.         Acceptance of Responsibility         WILL         WILL         NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) cost of compound only. The customer is responsible for any sending, finishing costings of compound, and/or any painting.         WITAUS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is installing exterior sking, it may not be possible to match the existing color or taxiure of the aciding meterial, if this is the case in your home, Great Day Improvements will use a similar material, use a material purchased by the homeowner, or have the homeowner, how the	Customer Responsible for Supplying	WITH EXISTING CECH CUSTOMER
SUFFICIENT TO USE .         Acceptance of Responsibility         INTALS         NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) coat of compound only. The oustomer la responsible for any sanding, finishing coatings of compound, and/or any pelnting.         INTALS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is Installing exterior skilling, it may not be possible to match the existing color outake responsibility for the finishing of the exterior skilling and tim work.         Intervent       NOTE C: Customer understands, acknowledges, and accepts that Great Day Improvements will use a similar material, use a material purchased by the homeowner, or have the homeowner, take responsibility for the finishing of the exterior skilling and tim work.         IntriALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforessen work that can occur when resking a window or door opening. Customer are that if unforessen work harges will be accessed with, and approved by the customer prior to any work being performed.         Customer Signature       Date       8/22/244         Design Consultant Signature       ConpORATE OFFICES: 720 Highland Road E   Macedonla, OH 44056   800-230-8301       Bate         GREAT DAY       GREAT DAY       PATIOENCLOSURES,COM   STANEKWINDOWS,COM       Descence	CUSTOMER IN CHARGE OF TH	ES AGTER GARY DETERMINES IF PRODUCT IS
Acceptance of Responsibility         INITALS         NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) coat of compound only. The customer is responsible for any sending, finishing coatings of compound, and/or any painting.         INITALS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is Installing exterior skilling, it may not be possible to match the exterior skilling and tim work.         INITIALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work that can occur when resizing a window or door opening. Customer acting the resizing of the window or paid door opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur unforeseen work charges will be accussed with, and approved by the outsomer prior to any work being performed.         Customer Signature       Date       8/22/124/ Bala         Componation Signature       Component Signature       Date       8/22/124/ Bala         Component Signature       Component Component Signature       Date       8/22/124/ Bala         Component Signature       Component Component Signature       Date       8/22/124/ Bala         Component Signature       Component Component Signature       Date       8/22/124/ Bala       Date         Component Signature       Component Component Signature       Component Componenent Signature       Date       8/22	WILL SUPPLY ROOF SHINAL	
INITIALS       NOTE A: Customer understands, acknowledges, and accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tapa and one (1) coat of compound only. The customer is responsible for any sending, finishing coatings of compound, and/or any painting.         INITIALS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, is installing exterior skiling, it may not be possible to match the existing color or texture of the skiling material. If this is the case in your home, Great Day Improvements will use a similar material, use a material purchased by the homeowner, or have the homeowner, or have the homeowner, or have the homeowner, or have the homeowner, in the inforeseen work is a result of the existence of the window or patio door opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur.         INITIALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work is a result of the existence of the window or patio door opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur.         INITIALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work is a result of the existence will do or opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur.         INITIALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work is a result of the existing of the window or patio door opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur.         Customer Signature       Date       8/22/24 </td <td>SUFFICIENT TO USE.</td> <td></td>	SUFFICIENT TO USE.	
INITIALS       compound only. The customer is responsible to ratio and accepts that Great Day Improvements, LLC, is installing exterior skiling, it may not be possible to match the existing color or texture of the skiling material. If this is the case in your home, Great Day improvements will use a similar material, use a material purchased by the homeowner, or have the		
INITIALS       NOTE B: Customer understands, acknowledges, and accepts that Great Day Improvements, LLO, Is Installing exterior siding, It may not be possible to match the existing color or taker responsibility for the finishing of the exterior siding and trim work.         INITIALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work that can occur when resizing a window or door opening. Customer and the functional difference work is a result of the existing of the window or patio door opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur.         INITIALS       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work that can occur when resizing a window or door opening. Customer and that if unforeseen work is a result of the reazing of the window or patio door opening, the customer will accept any additional charges that Great Day Improvements, LLO, may incur.         Customer Signature       Date       8/22/24         Design Consultant Signature       CorpoRATE OFFICES: 720 Highland Road E   Macedonia, OH 44056   800-230-8301         GREAT DAY       CorpORATE OFFICES: 720 Highland Road E   Macedonia, OH 44056   800-230-8301	NOTE A: Customer understands, acknowledges, and	accepts that on any drywall work or services performed, Great Day Improvements, LLO, will apply tape and one (1) coat of ing, finishing coatings of compound, and/or any painting.
INITIALS       texture of the siding material. If this is the data in your how on the organization work.         Image: Sector Signature       NOTE C: Customer understands, acknowledges, and accepts that there is a possibility of unforeseen work that can occur when resizing a window or door opening. Customer are that if unforeseen work is a result of the exterior siding and trim work.         Image: Sector Signature       Date         Image: Signature       Date         Image: Signature       Corporpate Offices: 720 Highland Road E   Macedonia, OH 44056   800-230-8301         GREAT DAY       Corporpate Offices: 720 Highland Road E   Macedonia, OH 44056   StanseKwindows, com	0	the second s
Customer Signature Date Da	INITIALS texture of the siding material. If this is the case in your hor	id trim work.
Design Consultant Signature Date	NOTE C: Oustomer understands, acknowledges, and that if unforeseen work is a result of the reating of the win unforeseen work charges will be inscussed with, and app	accepts that there is a possibility of unforeseen work that can occur when restzing a window or door opening. Customer active or patio door opening, the customer will accept any additional charges that Great Day Improvements, LLC, may incur, a proved by, the customer prior to any work being performed.
Design Consultant Signature       CORPORATE OFFICES: 720 Highland Road E   Macsdonla, OH 44056   800-230-8301         GREAT DAY       GREATDAY	Customer Signature	Date 8/22/24
GREAT DAY GREATDAYIMPROVEMENTS.COM   PATIOENCLOSURES.COM   STANEKWINDOWS.COM	Design Consultant Signature	Date 8/22/24
	CORPORATE O	FFICES: 720 Highland Road E   Macedonia, OH 44056   800-230-8301
	GREAT DAY GREATDAYIMP	ROVEMENTS.COM   PATIOENCLOSURES,COM   STANEKWINDOWS,COM

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Date: 8/22/2024

I, we hereby accept your proposal to furnish all labor and material necessary to perform the following work on the premises of the

#### **Bob Morlan** Owner located at 84 N Oviatt St in the City of Hudson State of ОН Zip 44236 Phone (330) 412-0498 Customer email address rgmorlan@gmail.com Phone Sales representative Judd Betonte License # N/A (if applicable) This contract shall be considered non-cancelable after legal cancellation period has expired. THE WORK TO CONSIST OF: QTY BAY - Int: White - Ext: White 1 Triple-pane ВM **Total Units:** 1 (Customer Initials) THE WORK TO CONSIST OF:

Custom manufacture and professional installation of 1 Stanek Windows.

- Professional re-measure for accuracy.

- Alteration to include: bring up drywall 24 inches. Stanek will install new wood casings in 4 inch flat casing in poplar wood. Customer responsible to supply GDI with cedar siding on the outside and will supply roof shingles after final measurement determines product is sufficient to use. Customer responsible to paint wood casings after installation completes. - Exterior trim to be capped with aluminum (PVC-coated) coil.

- Clean up and haul away debris.

Stanek will handle any necessary permits.

Great Day Improvements will NOT warranty existing structure and is not responsible for pre-existing conditions.

Work to start approximately 16 to 18 weeks from the date of this contract and to be completed approximately 16 to 18 weeks after commencement if not delayed by building permit, delivery of materials, weather, strikes, fires, or other conditions beyond Seller's control. The completion date is not of the essence.

WHE	RE REQUIRED, HOMEOWNER TO GET	PERMIT.	Source of Sale	The Home Mag	
Contract Price \$13,600.00			THE DOWN PAYMENT SHALL BE A NONREFUNDABLE DEPOSIT		
Down	Payment	\$4,080.00	ONCE THE THREE-DAY CANCELLATION PERIOD HAS E		
Upon	Order of Manufactured Material	\$4,080.00	THIS CONTRACT CONSTIT	UTES THE ENTIRE UNDERSTANDING	
at Sta	rt of Installation	\$4,080.00	OF THE PARTIES.		
at Sub	ostantial Completion	\$1,360.00			







Date: 8/22/2024

# **TERMS OF SALE**

**1. ADDITIONAL WORK AUTHORIZATION.** Owner may not make changes to the Work of this Contract without Great Day Improvements, LLC ("Contractor") agreement. Owner must timely request any desired change to permit scheduling and completion with minimum interruption and cost increase. A change to the Work of this Contract will be agreed to by Owner and Contractor and shall be memorialized in a written Additional Work Authorization signed by Owner and Contractor. Payment in full for the Additional Work Authorization unless otherwise agreed in the Additional Work Authorization.

2. CONDENSATION & MOLD. Condensation on windows is a natural result of moisture in the home and may vary with changes in temperature or humidity. Contractor cannot give any warranties that condensation will not occur. Similarly, mold is a natural result of a warm, moist environment. To control mold growth, moisture and water infiltration must be controlled. Proper maintenance and ventilation are required to remedy potential moisture problems. Contractor shall not be responsible for, and does not provide any warranties, express or implied, against mold growth.

**3. CEMENT.** Contractor will take preventive measures to insure proper workmanship; however, there is NO GUARANTEE or warranty, express or implied, that cement and masonry will not be subject to pitting, peeling, cracking, spalling, scaling and/or curling.

**4. ADDITIONAL WORK DISCLAIMER.** Unless otherwise specified in the Contract, no painting or staining of any kind is to be included in this Contract, and no electrical, plumbing, heating or air conditioning or any other non-stated items are included in this Contract. If any governmental agency or building official requires additional work not included in this Contract, Owner shall be responsible for performing said work at Owner's expense and the estimated date for completion shall be extended accordingly.

**5. PERMIT/PERFORMANCE BOND.** If the Owner is performing or contracting out any work on the sunroom they will be responsible for obtaining the building permit in their name. If the municipality requires the Contractor to obtain the permit, the Owner agrees to pay directly to the municipality the cost of any performance bond required.

6. CONCEALED CONDITIONS. After Contract execution, Contractor may discover latent defects in the existing structure (such as soil conditions that may require extraordinary work, inadequate structural support, termite/wood rot or other concealed, unusual or unknown conditions to the existing structure) that could not have been observed by Contractor prior to beginning the Work. If such a latent defect is discovered by Contractor, Owner agrees that the Contract Price shall be adjusted accordingly to equitably cover any additional costs, including all expenses incurred by Contractor in preparing an estimate, such as engineering fees. Said adjustments, whether performed by Contractor or Owner, shall be memorialized in a written Additional Work Authorization. Owner has the option to do this work, contract with another party or authorize Contractor to perform the work by signing the Additional Work Authorization and paying Contractor for the cost of the Additional Work Authorization including all labor and material expenses, engineering fees and reasonable overhead and profit.

**7. EXISTING SIDING, SHINGLES, MATCHING MATERIALS.** Contractor cannot guarantee that siding and shingles will match exactly, since dye lots and availability from manufacturers are subject to change without notice. Contractor will use reasonable efforts to match old and new materials and to patch damage to existing materials where they join new materials; however, the points of connection and patched areas may be visible. Contractor is not responsible for causing the old and new materials to look identical or joints to be invisible.

**7.1 EXISTING SIDING, STUCCO, TILES.** If existing window flanges are embedded in the wall with stucco, Contractor may be required to damage the stucco to remove the old window. Contractor shall re-stucco, whether inside or outside, if such damage is necessary. If Contractor chips or cracks a tile sill during installation, Contractor shall replace such chipped or cracked tile sill. However, Contractor does not guarantee to match siding, stucco and tiles exactly, since dye lots and availability from manufacturers are subject to change without notice.

**8. WARRANTY IS VOID.** Owner's failure to fully pay Contractor's invoices according to the terms of this Contract, shall render any and all warranties null and void.

9. PAYMENT. Owner agrees not to deduct any money for any reason whatsoever from the agreed Contract Price. Owner authorizes Contractor to conduct a credit history inquiry if needed and request reasonable evidence that Owner has secured financing to pay the Contract Price and any Additional Work Authorizations executed after the date of this Contract in excess of \$1,000.00. Failure of Owner to furnish Contractor with reasonable evidence that Owner can fulfill its payment obligations to Contractor under this Contract will entitle Contractor to suspend the Work until Owner furnishes Contractor with financial assurances acceptable to Contractor or terminate this Contract for Contractor's convenience by providing written notice to Owner ("Notice of Termination for Convenience"). Contractor's Notice of Termination for Convenience shall include an itemized statement of the unpaid balance of the Contract Price properly performed and completed by Contractor and shall be payable by Owner to Contractor upon receipt of the Notice of Termination for Convenience. Payments, in whole or in part, that remain outstanding after thirty (30) days of the date of Contractor's Invoice shall accrue interest at the rate of one percent (1%) per month until the balance is paid in full.

**10. DISPUTES.** All disputes arising out of, or related in any way to, this Contract, any breach hereof or the goods sold or services rendered pursuant hereto shall be settled as follows: (1) disputes falling within the jurisdiction of the Small Claims Court located closest to the Contractor's branch through which this Contract is entered shall have exclusive jurisdiction and shall finally resolve such disputes; and (2) all disputes other than those covered by condition (1) hereof shall be resolved through final and binding ar-







Date: 8/22/2024

### **TERMS OF SALE**, continued

bitration. If there is a dispute greater than the maximum allowed by the Small Claims Court and less than \$10,000 filed by the Owner, it will be administered pursuant to the consumer arbitration rules of the American Arbitration Association. All arbitration claims filed by Contractor and all disputes greater than \$10,000 will be administered pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. For more details, contact your local American Arbitration Association Office, or visit their website at www.adr.org. The arbitration shall be administered by the American Arbitration Association and conducted at the American Arbitration Association office located closest to the Contractor's branch through which this Contract is entered. This Contract shall be deemed to have been formed at the Contractor's branch through which this Contract is entered, and the sale transaction shall be deemed to have occurred at such offices for all purposes, including jurisdiction, venue and the law of the State that shall govern the resolution of all disputes.

Owner and Contractor expressly acknowledge, agree and understand that neither will at any time defame, disparage or impugn the reputation of the other party. "Defame, Disparage, Impugn" as used in this Contract means to make any written statement, including but not limited to, electronic versions of writings posted on electronic websites and/or social blogs that casts in a negative light or implies or attributes any negative quality to the other party related to this Contract. Owner and Contractor understand and agree that this non-disparagement provision is a material term of this Contract and are continuing obligations that survive the performance, cancellation or termination of this Contract.

#### 11. OWNER'S OBLIGATIONS AND CONTRACTOR'S REME-

**DIES.** If Owner breaches this Contract, the Owner agrees to pay Contractor for any damages which Contractor will suffer as a result of such breach including but not limited to lost profits, expenses incurred and collection costs. Breach of contract is the failure of Owner to perform a material term of this Contract, including, but not limited to, failure to follow payment terms as outlined in the Contract, including agreed Additional Work Authorizations, failure to comply with the non disparagement provisions of this Contract, failure to perform agreed upon work by Owner or Owner's separate contractors in the agreed timeframe, failure to perform work or make improvements as required by any government body or any type of Home Owner's Association in order to obtain a permit or approval to build, failure to provide Contractor with access to perform work or, failure to make decisions, approvals or authorizations in a timely manner that cause unnecessary delays.

If the Owner should refuse to permit Contractor to proceed with work herein, or if the Owner, without the written consent of the Contractor, attempts in any manner to cancel, rescind or repudiate this Contract (except as provided in the notice of cancellation form attached hereto) Owner agrees to pay to the Contractor as liquidated damages consisting of Contractor's reasonable approximation of Contractor's actual damages at the time this Contract was entered into, including: (1) the Down Payment and (2) all costs and expenses incurred by the Contractor in excess of the Down Payment for permit and variance fees, engineering fees, labor, materials, and commissions incurred by Contractor, for the preparation to fulfill and perform this Contract. In addition to the above, Owner shall pay Contractor on demand, all fines, penalties, forfeiture, court costs and out-of-pocket expenses incurred by Contractor as a result of any material breach of this Contract on the part of Owner.

11.1 PERMIT/VARIANCE PROCESS. If Contractor is responsible for obtaining the building permit, Contractor shall, on Owner's behalf, after the signing of this Contract, receipt of full deposit, Homeowners Association approval and location survey (plot plan) as secured by Owner, and/or bank loan approval, apply for a building permit. If a variance is needed, Owner acknowledges and agrees that the building permit process will extend the time for Contractor's performance on a day-to-day basis. Owner acknowledges and agrees that obtaining a variance is not a basis for canceling this Contract. Should the Contractor be unable to obtain a building permit or variance on behalf of the Owner, this Contract shall be declared null and void, and Contractor hereby agrees to return to Owner all deposit monies, less the costs Contractor expended to attempt to obtain the necessary building permit and variance. Notwithstanding the foregoing, in the event the County/ City or other regulatory body responsible for issuing the building permit or variance requires as a condition to issuing the building permit or variance and final building inspection that the Owner make improvements, replacements or repairs to any aspect or component of the subject property or the improvements thereon not specifically the subject of this Contract, Owner shall promptly cause such improvements, replacements or repairs to be made at Owner's sole cost and expense in order to facilitate the issuance of the building permit or variance; and, should Owner fail to do so resulting in Contractor's inability to secure the building permit or variance, then Contractor shall be entitled to liquidated damages consisting of Contractor's reasonable approximation of Contractor's actual damages at the time this Contract was entered into, including: (1) the Down Payment and (2) all costs and expenses incurred by the Contractor in excess of the Down Payment for permit and variance fees, engineering fees, labor, materials, and commissions, incurred by Contractor for the preparation to fulfill and perform this Contract.

**11.2 NOTIFICATION OF BREACH OF EXPRESS WARRAN-TY.** Owner must notify Contractor, in writing within the applicable warranty period, of the express warranty that Owner claims has been breached. Owner shall send Owner's written notice to Contractor at the Great Day Improvements, LLC branch office listed on page 1 of the Contract, including a copy of this Contract.

**11.3 CANCELLATION AND/OR TERMINATION.** While the Contract specifies that the Down Payment is non-refundable once the 3 day cancellation period has expired, there may be circumstances that Contractor may choose, in Contractor's sole discretion, to return all or part of the Down Payment based on the nature or amount of the costs incurred by Contractor. In the event that both Contractor and the Owner agree to cancel this Contract







Date: 8/22/2024

### **TERMS OF SALE**, continued

for convenience, Contractor maintains the right to retain the Down Payment to compensate Contractor for all costs and expenses incurred by Contractor, which may include permit or variance fees, engineering fees, labor, materials, commissions incurred by Contractor for the preparation to fulfill and perform this Contract. In addition, Owner shall pay Contractor on demand, all fines, penalties, forfeiture, court costs and out-of-pocket expenses incurred by Contractor as a result of any breach of this Contract on the part of Owner. Contractor has the right to initiate the termination of this Contract for Contractor's convenience at any time.

11.4 CARDINAL CHANGES. Owner understands and agrees that, after execution of this Contract, there may be changes in the scope of work or Contract Price that are so substantial that the changes will effectively require the Contractor to perform duties materially different from those bargained for prior to the execution of this Contract. Such changes include, by way of example, a large increase in the Contract Price due to a change in design, latent, unforeseen or concealed conditions or Owner's withdrawal of promised Owner furnished work to obtain required building permits, variances or meet Home Owner Association requirements. Upon the occurrence of such cardinal change, Contractor shall provide written notice to Owner describing the nature of the cardinal change and the impact to Contractor's performance in terms of increased time and cost. Following Contractor's written notice to Owner of a cardinal change, Contractor shall be entitled to stop work and not perform until and unless Owner agrees in advance to pay Contractor for the extra work resulting from the cardinal change by signing an agreed Additional Work Authorization related to the cardinal change. If this Contract is cancelled or terminated due to a cardinal change, Contractor's remedies shall be as set forth in Section 11.3 above.

**12. TELEPHONE CONTACT.** Owner expressly authorizes Contractor and Contractor's agents and representatives to contact them to discuss this Contract and/or its ancillary products and to conduct customer satisfaction or marketing surveys.

**13. PHOTO RELEASE.** Owner authorizes Contractor and Contractor's agents and representatives to take photos or videos of the space where the contracted work is to be performed before, during and after the installation for estimating, planning, installation, training, marketing and advertising purposes, including but not limited to, internal company files and external advertising including print or web-based publications. Owner releases any rights or claims to the photos and/or videos and acknowledges that Owner is not entitled to any compensation or royalties with respect to Contractor's use of the photos or videos retained or published.

**14. LIMITATION AND DISCLAIMER OF IMPLIED WAR-RANTIES.** There are no warranties, express or implied, of merchantability or fitness for a particular purpose or otherwise which extend beyond the description on the face hereof and the separate attached express written limited warranty given at time of sale. The foregoing, together with the attached express written limited warranty and job folder constitutes the entire and complete agreement between Owner and Contractor, and there are no other agreements or understandings express or implied other than those specifically set forth herein. Any promises, contracts or agreements in the future are valid only if in writing and signed by a properly authorized representative of Contractor. Owner acknowledges and agrees that Owner has not relied upon any statement of fact, or promise in entering into this Contract, beyond the matters set forth in the foregoing and the express written limited warranty. Owner acknowledges that Owner has fully investigated the nature of the product and/or services that are the subject of this Contract, and Owner has exercised Owner's own independent judgment in deciding to execute this Contract. THIS IS A LEGAL-LY BINDING CONTRACT.

15. RESPONSIBILITIES/UNDERSTANDINGS. Contractor represents, and Owner agrees and understands that: (i) Contractor does not guaranty that Owner's existing window/door treatments will properly fit after installation of window products; (ii) Owner agrees that, prior to installation, Owner shall remove and reposition/reinstall any and all obstructing plants, furniture, pictures, blinds, curtains, rods, window/wall decorations, stain glass, and other personal property items (the "Objects") from the installation area; (iii) if Contractor is required to move the Objects to perform the installation, Owner shall pay Contractor a service fee of \$100 and Owner agrees to hold Contractor harmless and not liable for any damage to the Objects; (iv) Owner agrees and understands that during installation or removal of products Contractor will use reasonable efforts to minimize damage to Owner's existing improvements on Owner's real property and Owner agrees that Contractor shall not be responsible for any damage to driveways, landscaping, including lawns, bushes, plants, flowers, trees, lighting, sprinkler heads, shrubs and any other similar landscaping items, underground pipes, lines or any other existing improvements on Owner's real property; and (v) Contractor shall not be responsible for disconnecting or reconnecting alarm systems, heating or cooling units.

**16. FORCE MAJEURE DELAYS.** The estimated date for completion of this Contract will be extended for any reason specified in this Contract and for causes beyond Contractor's control, including, but not limited to, weather, permits, variances, Home Owner Associations, latent, concealed or unforeseen conditions, labor disputes, strikes, natural disasters, Acts of God, labor or material shortages, stoppage required to comply with any rule, order or regulation, interference by Owner, or other circumstances beyond Contractor's control. All such delays shall extend the time for Contractor's performance on a day-by-day basis.

**17. ELECTRONIC SIGNATURES AND COUNTERPARTS.** This Contract and the Documents incorporated by reference may be executed in one or more counterparts, each of which shall be deemed an original, but all of them shall constitute one and the same Contract. For the convenience of Owner and Contractor, a facsimile, electronic, or .pdf signature shall be deemed an original signature to this Contract.







Date: 8/22/2024

## **CONSUMER NOTICES**

- 1. EXCESS COSTS. IF AT ANY TIME THE PERFORMANCE OF THIS CONTRACT REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT REASONABLE OR NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS (\$5,000.00) OVER THE COURSE OF THE ENTIRE CONTRACT, YOU HAVE A RIGHT TO A VERBAL OR WRITTEN ESTIMATE OF THOSE EXCESS COSTS BEFORE CONTRACTOR BEGINS WORK RELATED TO THOSE COSTS.
- 2. NOTICE OF CONTRACTOR'S RIGHT TO RESOLVE ALLEGED DEFECTS. OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST CONTRACTOR. AT LEAST SIXTY (60) DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE, CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.





Funding Authorization

OHIO VALLEY REGION

Date: 8/22/2024

I, we hereby accept your proposal to furnish all labor and material necessary to perform the following work on the premises of the

Owner Bob Morlan		
located at 84 N Oviatt St		
in the City of Hudson	State of Zip4	4236 Phone (330) 412-0498
Customer email address rgmorlan@gmail.com		Phone
Sales representative Judd Betonte		License # <u>N/A</u> (if applicable)
Total Contract Amount: \$13,600.00		
Down Payment	\$4,080.00	
Check	\$4,080.00	
Upon Order of Manufactured Material	\$4,080.00	
Check	\$4,080.00	
at Start of Installation	\$4,080.00	
Check	\$4,080.00	
at Substantial Completion	\$1,360.00	
Check	\$1,360.00	

The undersigned agrees and authorizes Great Day Improvements, LLC, to charge the above referenced account for the payment(s) listed above. No additional authorization is required for future charges with regard to the above referenced payments for only this specific contract. Value of work not complete not to exceed 10% of contract value. Please note: Any changes to this contract are required by a written Additional Work Authorization and will require a separate credit authorization.

Bob Moslan (Customer Signature)







Date: 8/22/2024

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 TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, YOU MUST EITHER:

- 1.) SEND A SIGNED AND DATED WRITTEN COPY OF THIS NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR
- 2.) PERSONALLY DELIVER A SIGNED AND DATED COPY OF THIS NOTICE OF CANCELLATION TO:

1943 Midway Drive , Twinsburg, OH 44087

NOT LATER THAN MIDNIGHT OF \_\_\_\_

8/26/2024

(Date of third day after transaction date)

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Print Buyer's Name)

(Buyer's Signature)







### **GREAT DAY IMPROVEMENTS, LLC MANUFACTURED MATERIALS – LIMITED LIFETIME WARRANTY**

This Warranty valid on all Patio Enclosures<sup>®</sup> Sunrooms, Solariums, Screen Rooms and Stanek<sup>®</sup> Windows and Patio Doors.

Great Day Improvements, LLC warrants the original purchaser that the product will be free of defects in manufacturing and materials for as long as the original purchaser owns the residence where the product was installed.

#### WHAT IS COVERED BY THIS LIMITED LIFETIME WARRANTY?

- All vinyl and aluminum extrusions are warranted against chipping, cracking, peeling, blistering, warping and sagging.
- All balancers, rollers, locks, keepers, wheels and hardware are warranted to operate properly and serve the designed function.
- All glass units are warranted against seal failure and broken glass due to manufacturing defects.
- This warranty covers only those products manufactured by Great Day Improvements, LLC. All products not manufactured by Great Day Improvements, LLC carry the original manufacturer's warranty.

#### LABOR - TWO YEARS

For the first two years from the date of installation, all work performed by any Great Day Improvements, LLC location is guaranteed to be free from defects in material and workmanship. If any defects exist within two years, Great Day Improvements, LLC will provide both labor and materials to repair or replace, at Great Day Improvements, LLC option, such defects at no charge to the customer.

#### **EXCEPTIONS**

- Great Day Improvements, LLC does not guarantee against, and shall not be liable for, Acts of God, fire, vandalism, accidents, abuse or misuse, neglect, normal weathering, or any other cause beyond the control of Great Day Improvements, LLC.
- Torn or damaged screens, broken glass, application of tinted films or other media, damage caused by chemicals or a harsh environment are not covered by this Limited Lifetime Warranty.
- If the manufactured product was used for a purpose other than what it was intended, it is not covered by this Limited Lifetime Warranty.
- Pre-existing structures, walls, roofs and foundation settling are not covered by this Limited Lifetime Warranty.
- Carpentry labor performed by Great Day Improvements, LLC is limited to (2) two years.
- Concrete and other masonry work is not covered by this Limited Lifetime Warranty.
- Products not manufactured by Great Day Improvements, LLC will be covered only to the extent of the manufacturer's warranty, if any.
- Products not installed by Great Day Improvements, LLC are not warranted or covered by this Limited Lifetime Warranty.
- Condensation is a natural result of moisture in the home. We cannot give any warranties that condensation will not occur.
- Color-coated exteriors are warranted for (10) ten years from date of purchase.

#### WARRANTY IS VOID

If customer fails to pay their bill according to the terms of their contract.

#### **EXCLUSIVE REMEDY**

This expressed limited warranty shall be the customer's exclusive remedy against Great Day Improvements, LLC for any and all defects in materials or workmanship and is in lieu of all other warranties, expressed or implied, including but not limited to the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and implied or expressed warranties by sample. Routine maintenance of walls, roller tracks, roofs, moveable parts, cleaning of windows, door tracks and sills must be performed on the product during the term of the warranty. Customer acknowledges and agrees that Great Day Improvements, LLC has not made any statements of fact concerning the subject matter of this agreement and customer has not relied upon any statement by Great Day Improvements, LLC in deciding to purchase the products and services that are the subject of this contract.

The customer acknowledges and agrees that they have read and understand the limitations, exclusions, and disclaimers applicable to this Limited Lifetime Warranty.

#### This warranty is in effect for as long as you own your home.







Date: 8/22/2024

Subject to terms and conditions which appear throughout this entire contract including Terms of Sale and applicable state addendum(s). Customer acknowledges receipt of an electronic copy of this contract, state addendum(s), if required, product warranty and notice of cancellation.

ВM

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right."

Bob Morlan (Customer Signature)

Judd Betonte

(Signature of Company Representative)



# 🔀 Dropbox Sign

Title	84 N Oviatt St_2024.08.22.02.25.32.pdf signing
File name	88e2fbe7-ddfe-4092-b22e-ca7f2a8a2cd5.pdf
Document ID	e0c2835955ad0e0c1d02a2fd3acd1ccb479be16d
Audit trail date format	MM / DD / YYYY
Status	<ul> <li>Signed</li> </ul>

This document was signed on pcms.accessgdi.com

# Document History

لک Sent	<b>08 / 22 / 2024</b> 14:25:47 UTC-4	Sent for signature to Bob Morlan (rgmorlan@gmail.com) from it@greatdayimprovements.com IP: 151.181.70.71
© VIEWED	<b>08 / 22 / 2024</b> 14:25:52 UTC-4	Viewed by Bob Morlan (rgmorlan@gmail.com) IP: 166.199.98.133
O-U	<b>08 / 22 / 2024</b> 14:26:16 UTC-4	Successfully authenticated via signer access code by rgmorlan@gmail.com IP: 166.199.98.133
SIGNED	<b>08 / 22 / 2024</b> 14:32:26 UTC-4	Signed by Bob Morlan (rgmorlan@gmail.com) IP: 166.199.98.133
COMPLETED	<b>08 / 22 / 2024</b> 14:32:26 UTC-4	The document has been completed.