



Comfort Guard  
 2230 Webber Ave  
 Burton, MI 48529  
 Cell: 810-955-5860  
 Office: 810-742-5065  
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 eugene@comfortguard.net  
 www.comfortguard.net  
 License # 2101160676

**Customer Information**

**Janna Waltenbaugh**  
 1901 Chicago Blvd  
 Detroit MI 48206

248-303-3670  
 janna.waltenbaugh@gmail.com

**Date: 05/16/2022**  
 Rep: Eugene Luxton

	<b>Location</b> <b>Size</b> <b>Interior Color</b> <b>366 LowE</b> <b>Single Color Grid</b>	Other 46 x 51 Black Magic U-Value .25 SHG .22 VLT .51 Included	<b>Window Brand</b> <b>Quantity</b> <b>Style</b> <b>Exterior Color</b> <b>Hardware Color Premium</b>	FiberFrame 1 2100 Series Picture Black Magic
<b>Details</b> Bonus room 4x4 grids				
	<b>Location</b> <b>Size</b> <b>Interior Color</b> <b>366 LowE</b> <b>Single Color Grid</b>	Bedroom 3 24 x 51 Black Magic U-Value .25 SHG .22 VLT .51 Included	<b>Window Brand</b> <b>Quantity</b> <b>Style</b> <b>Exterior Color</b> <b>Hardware Color Premium</b>	FiberFrame 1 2100 Series Picture Black Magic
<b>Details</b> Twin unit Left / fixed Total unit measurement 48 x 51 2x4 grids				
	<b>Location</b> <b>Size</b> <b>Exterior Color</b> <b>Hardware Color Premium</b> <b>Hinge</b>	Bedroom 3 24 x 51 Black Magic Black Left Hinge	<b>Window Brand</b> <b>Quantity</b> <b>Interior Color</b> <b>366 LowE</b> <b>BetterVue Screen</b> <b>Single Color Grid</b>	FiberFrame 1 Black Magic U-Value .27 SHG .19 VLT .43 Included Included
<b>Details</b> Twin unit Left / fixed Total unit measurement 48 x 51 2x4 grids				

<b>Name</b>	Replace rotted exterior wood	<b>Quantity</b>	3
<b>Description:</b>	Remove and replace rotted decorative wood and trim under first floor windows on front of home.		

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### Installation Procedure

- Remove existing windows and/or doors
  - Replace rotted wood as needed around openings that are included in this agreement.
  - New units to be installed into existing jambs, headers and sills. All exceptions to be listed on right.
  - Foam insulation around each unit.
- 
- Haul away all job related debris.
  - Customer to paint or stain as required.
  - Comfort Guard can not hook up your alarm systems. Please call your alarm company.
  - Customer to remove and reinstall window coverings.

DISCLAIMER: THIS AGREEMENT IS SUBJECT TO MANAGER APPROVAL.



Eugene Luxton

Janna Waltenbaugh

05/16/2022

05/16/2022

Date

Date



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## General Terms & Conditions

### 1. COMFORT GUARD 2 Year Service Agreement

COMFORT GUARD will provide to the Buyer, free of charge, for (2) years from the original installation date, maintenance and inspection services for all products installed by COMFORT GUARD.

### 2. CHANGES:

Any additions, changes, or modifications to this agreement shall be made by COMFORT GUARD at the request of the Buyer, provided such changes do not materially increase the scope of the project and provided the buyer agrees to pay COMFORT GUARD its established charges for labor and materials. An addendum or change order must be in writing and signed by a COMFORT GUARD representative and the Buyer to cover these charges, if any. If the buyer cancels and addendum within any (3) day rescission period provided by law, the original work order shall remain in effect.

### 3. TERMINATION:

COMFORT GUARD reserves the right to terminate, without notice, any and all performance required of it under this Agreement upon the occurrence of: (i) the Buyer's breach or wrongful termination of this Agreement, including any attempt by the Buyer to rescind or cancel this Agreement after the expiration of any rescission period provided by law; or (ii) any other default by the Buyer in its performance under this Agreement. In the event of such breach or default, COMFORT GUARD shall have the right to exercise any and all remedies provided to it in equity or under applicable law, including (without limitation) remedies available under the Michigan Uniform Commercial Code; such remedies may include (without limitation) recovery of COMFORT GUARD'S material and labor costs and normal lost profits. In addition, COMFORT GUARD shall be entitled to recover any and all costs and expenses incurred by it in enforcing this Agreement, including (without limitation) court cost.'> and reasonable attorney's fees.

All such remedies shall be cumulative.

### 4. ASSIGNMENT;

COMFORT GUARD may assign all or any portion of this Agreement without the consent of the Buyer provided such assignee consents to perform all of the provisions of the Agreement.

### 5. COMPLETION & PAYMENT:

Unless separate financing arrangements between COMFORT GUARD and the Buyer have already been entered into and fully documented, payment is due in full upon COMFORT GUARD'S delivery and installation of the materials specified in this Agreement, or upon delivery of such materials without installation if the Buyer had requested delivery only.

### 6. VENUE:

It is agreed between COMFORT GUARD and the Buyer that the venue for any legal action brought by COMFORT GUARD under this agreement shall be in Genesee County, Michigan.

### 7. DELAYS:

COMFORT GUARD will not be liable for any delay in performance of this Agreement or for any damages suffered by the Buyer by reason of delay when the delay is caused, directly or indirectly, by cause or causes beyond COMFORT GUARD'S control.

### 8. ACCEPTANCE AND APPROVAL:

This Agreement shall be subject to change at any time before acceptance by the Buyer. In any event, it shall be void unless accepted by the buyer, and notification thereof received by COMFORT GUARD within thirty (30) days from the date hereof. Acceptance must be the exact terms and conditions set forth herein.

### 9. COMPLETE AGREEMENT | NO ORAL REPRESENTATIONS:

COMFORT GUARD and the Buyer agree that this Agreement, any order forms signed by the Buyer, and the attached Home Improvement Installment Contract (if any), are intended by them as a final and complete expression of their understanding as to all matters forming the subject of this Agreement, and that any prior written or oral agreements, statements or understandings are hereby entirely superseded. Buyer agrees that any oral statements made in connection with this proposal by COMFORT GUARD or its representatives shall not be relied upon by the Buyer and shall not become part of this agreement. The parties further agree that this Agreement may be amended only in a writing that has been executed by both the Buyer and COMFORT GUARD.

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10. GOVERNING LAW/ WAIVER/BENEFIT/CREDIT REPORT:

This Agreement shall be construed in accordance with the laws of the State of Michigan. The failure of either party to require the performance of any terms of this Agreement or the waiver by the other party of any breach under this Agreement shall not prevent a subsequent enforcement of the term nor be deemed a waiver of any subsequent breach. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, and assigns. Buyer authorizes COMFORT GUARD to investigate the Buyer 's credit rating by checking credit references and ordinary credit reports.

**BUYER'S RIGHT TO CANCEL PROPERTY IMPROVEMENT CONTRACT  
(APPLICABLE ONLY IF CONTRACT WAS SOLICITED OR EXECUTED AT YOUR RESIDENCE)**

**Date of Transaction**

05/16/2022



Janna Waltenbaugh

**05/16/2022**

Date

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**Janna Waltenbaugh**

1901 Chicago Blvd  
Detroit MI 48206

248-303-3670

janna.waltenbaugh@gmail.com

**Date: 05/16/2022**

Rep: Eugene Luxton

**Total Contract Amount**

**\$4,565.04**

Cash Deposit

0

Cash Due Upon Completion

\$4,565.04

Form of Payment

Cash



Eugene Luxton



Janna Waltenbaugh

**05/16/2022**

State License

Date

**05/16/2022**

Date

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