

AGENDA

Henika District Library
Building & Grounds Committee Meeting
May 5th, 2025 at 6:15pm

- I. Call to Order**
 - A. Members Present:
 - B. Members Absent:
 - C. Staff Present:
 - D. Guests:

- II. Approval of Agenda**

- III. Community Opportunity to Address the Committee**

- IV. Approval of Meeting Minutes**
 - A. March 2025 Building & Grounds Committee Minutes

- V. Unfinished Business**
 - A. USDA Update

- VI. New Business**
 - A. Parking Lot
 - B. Facade Grant
 1. Lighting
 2. Windows

- VII. Around the Table**

- VIII. Adjournment**

Minutes

Henika District Library
Building & Grounds Committee Meeting
March 5th, 2025 at 5:30pm

I. Meeting called to order at 5:31 by Marsh.

- A. *Members Present:* Meghan Augustin, Rachel Brinks, Gary Marsh, Pamela Meyer
- B. *Members Absent:* None
- C. *Staff Present:* Cierra Bakovka
- D. *Guests:* None

II. Approval of Agenda

Augustin motioned to approve the agenda as presented, Meyer seconded. All in favor, motion passed.

III. Community Opportunity to Address the Committee

No community present.

IV. Approval of Meeting Minutes

Brinks motioned to approve the January 2025 Building & Grounds Committee meeting minutes, Augustin seconded. All in favor, motion passed.

V. Unfinished Business

A. USDA Requirements

1. RFP: Architect?

The committee reviewed a template of an RFP (request for proposal) to use when hiring an architect, updating some of the wording to accurately describe the building expansion project and include our “needs” list. For the section on the RFP related to federal, state, and local requirements, we will need to work with Triangle, the City of Wayland, and USDA in order to make sure this section is legally accurate. For the section on deliverables, we would like to see brief information on the project members and their areas of expertise, but we do not need to be so detailed as to request individual resumes. For the estimated timeline, we would potentially like to begin the advertising period May 1, 2025 to get the ball rolling; we do not currently know what a typical timeline looks like, so Bakovka will connect with Mike at Triangle for more details on what he recommends.

B. Heating and Cooling Updates

Our current furnaces (2) and air conditioning units (2) are quite old, as they were purchased in 1996 and 1997. Currently, our furnaces are being serviced every 3 months by DeWeerd for around \$140 each visit. We would like to get a new furnace for the portion of the original building, which is on a separate line from the other furnace. Eventually, we would like to replace the second furnace as a part of the building expansion plan. We reviewed bids from various HVAC providers and discussed the pros and cons of each. The bid from one company, Hulst, was outdated and we are still waiting on updated numbers from them. We would like to keep to our budget of \$10,000

or less and that will partly determine which company the committee recommends during the next board meeting. We would like to make a decision during the next board meeting one way or another, though, so Bakovka will have Hulst numbers by that time. Whichever company we use, we want to update our servicing to avoid a charge every quarter.

VI. New Business

No new business.

VII. Around the Table

- A. *Marsh*: Reiterated that we need definitive information from the HVAC companies before we can present to the board.
- B. *Meyer*: Nothing to add.
- C. *Augustin*: Nothing to add.
- D. *Bakovka*: Gave brief update on fundraising efforts.
- E. *Brinks*: Nothing to add.

VIII. Adjournment

Bakovka motioned to adjourn the meeting, Brinks seconded. All in favor, motion passed. Meeting adjourned at 6:44 pm.

ESTIMATE

Fricke Asphalt Maintenance
8011 84th St SE
Caledonia, MI 49316

frickeasphalt@comcast.net
+1 (616) 862-4125
www.frickeasphalt.com



Henika District Library

Bill to
149 S Main St
Wayland
MI
49348

Ship to
149 S Main St
Wayland
MI
49348

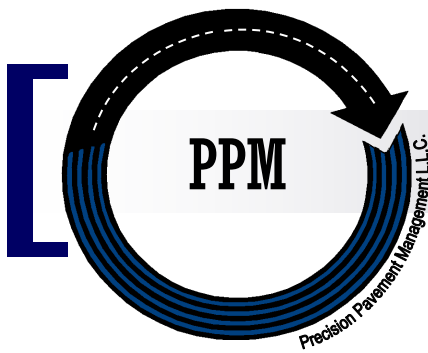
Estimate details

Estimate no.: 4953
Estimate date: 04/21/2025

#	Product or service	Description	Qty	Rate	Amount
1.	restripe lot	Restripe the parking lot per layout with Sherwin-Williams traffic paint.	1	\$450.00	\$450.00
2.	Terms & Conditions	All material is guaranteed as specified. Any changes to the scope of work need to be in writing and agreed upon by both parties. It will become an additional charge over and above this estimate. All payments are due at the completion of service. Any invoices not paid within 30 days will incur interest charges of up to 5% or the Michigan legal limit. Whichever is greater. Our employees are fully covered by liability and workers comp insurance. Please sign and date below to accept this proposal.		\$0.00	\$0.00
3.	Caleb	Feel free to contact me with any questions at 616-272-1289 or Caleb@Frickeasphalt.com. Thank you, Caleb		\$0.00	\$0.00
				Total	\$450.00

Accepted date

Accepted by



PRECISION PAVEMENT MANAGEMENT LLC

PO Box 412
Grandville, MI 49468
Cell: 616-901-0949
Email: PPM.Brian@gmail.com

Henika District Library
149 S. Main St
Wayland, MI 49348
Attn: Cierra Bakovka
cierra@henikalibrary.org

6-14-2021

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTATION.

PROPOSAL #1 – REPAIR

- Mill Existing asphalt to a depth of 1 ½”.
- Haul Spoil off site.
- Prep area for asphalt.
- Placement of 1 1/2” average thickness of asphalt surface.
- Area to be repaired measures approximately 352 square feet in several areas.

YOUR COST: \$1,500.00

PROPOSAL #2 – CRACK FILLING:

- Clean cracks 3/8” or larger with compressed air.
- Fill cracks 3/8” or larger with hot poured latex rubber.
- Cracks measure approximately 750 lineal feet.

YOUR COST: \$750.00

PROPOSAL #3 – SEAL COAT:

- Clean asphalt of all dirt, weeds and debris.
- Apply Coal Tar Sealer with 3-5 pounds of sand per gallon and Latex for extra durability.
- Area to be coated measures approximately 7,150 square feet.

YOUR COST: \$1,650.00

PROPOSAL #4 – STRIPING:

- Stripe lot as it now exists using machine applied traffic paint.

YOUR COST: \$600.00

NOTES:

- For Best Results Weeds in cracks should be sprayed with an herbicide
- Due to unstable material cost, this proposal is valid for 15 days from the above date.

Precision Pavement Management appreciates 25% down with a signed contract. Remaining balance is due upon completion of each stage of project.

Representative

Brian Huttenga

Acceptance

Please sign and return a copy of this proposal via fax, mail or email to Precision Pavement Management LLC

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions (see separate sheet) are understood and accepted.

Payment will be made in accordance with terms offered. I further represent that I am authorized to sign this contract.

The prices quoted above may be subject to change if not accepted within 15 days. Final acceptance by P.P.M. subject to approval by an officer of the company.

By:

Date



**CITY OF WAYLAND
DOWNTOWN DEVELOPMENT AUTHORITY
FAÇADE IMPROVEMENT PROGRAM**

PURPOSE

It is a fundamental goal of the Wayland City Council and the Wayland Downtown Development Authority (DDA) to promote economic growth and vitality in the downtown. To that end, the Wayland Downtown Façade Improvement Program has been created to encourage business and property owners to improve and maintain building facades as a means to facilitate economic activity and promote a positive image of downtown.

SOURCE OF FUNDING

The program is sponsored by the Downtown Development Authority. The source of funding for the program is tax increment financing revenue made available under Michigan Public Act 197 of 1975 and Ordinance No. 119 as adopted by the Wayland City Council in November, 1988. Annual funding allocations for the program are recommended by the DDA for approval by the City Council. The programs described herein are contingent upon availability of budgeted funds.

DESIGN CRITERIA

Façade projects shall reflect architectural renderings presented to and approved by the Wayland Main Street Design Committee. Architectural renderings may be completed by an Architect/Builder/Designer secured by the applicant.

TYPE OF FINANCING AVAILABLE

Financial assistance is available in the form of a reimbursement to the property owner/applicant after work is completed. A single distribution of funds will occur per applicant once work is complete. Two programs are available:

1. **Paint Only.** The property owner or tenant may be reimbursed for the cost of paint and labor on a 50/50 basis up to a maximum reimbursement of \$3,000. Purchase of paint from a business located within the City of Wayland corporate limits qualifies the applicant for an additional 5% participation from the program, whereas the DDA reimburses applicant 55% of costs up to a maximum reimbursement of \$3,150.
2. **Rehabilitation.** Grants of up to \$20,000 per facade are available for eligible activities. Applicants must provide a minimum twenty percent (20%) match of the total project cost. The minimum grant allowable for any project is \$1,000.

ELIGIBLE PROGRAM PROJECTS & REQUIREMENTS

1. A property must be located within the boundaries of the DDA district.
2. The building must meet a basic condition test, which indicates that the property appears to be structurally sound, the roof intact and meets the basic public safety and property

maintenance codes. Proposed façade improvements must also comply with all applicable building and zoning codes.

3. Only buildings with retail, commercial, or professional uses consistent with Central Business District land uses as defined in the current City Zoning Ordinance are eligible. Buildings with second-story residential units may be considered if the primary use of the building (on the ground floor) is a permitted use for the Central Business District.
4. Only facades fronting public rights-of-way are eligible for assistance. Highly visible rear and side locations may be considered on a case-by-case basis.
5. Building owners or tenants are eligible. If a tenant applies for assistance, they must provide written proof that the building owner has authorized the proposed improvements and evidence of an executed lease for a term equal to the Façade Improvement Agreement.
6. Property tax and City utility payments must be current. The applicant shall not be in any other default to the City nor involved in any other litigation with the DDA or City.
7. Work must be performed by licensed and insured contractors.

ELIGIBLE USES OF PROGRAM FUNDS

Eligible expenses for projects are limited to the following:

- Painting (as “Paint Only” program project or as part of a larger façade project) –Professional façade cleaning
- Masonry repairs and tuckpointing
- Restoration of exterior finishes and materials
- Exterior lighting
- Awnings (awnings and canopies may be used as a design element if those features are compatible with the original building design and complement the building’s architectural features)
- Doors/Entryways
- Second-floor entryways/exits and exterior stairs for residents
- Window repair/replacement
- Storefront rehabilitation
- Carpentry
- Handicap accessibility
- Non-historic façade removal

INELIGIBLE USES OF PROGRAM FUNDS

Program funds cannot be utilized for the following:

- Refinancing existing debt
- Property acquisition
- Interior improvements
- Interior furnishings
- Site plan, building or sign permit fees
- Property appraisal costs, legal fees, or loan origination fees
- Permit and inspection fees
- Roof repairs
- Labor costs paid to the owner/applicant
- Expenses incurred prior to approval of application
- New building construction
- Purchase of personal property (equipment or machinery)
- Mechanical and HVAC systems

- Security Systems
- Payment of taxes, special assessment, or utility bills
- Routine maintenance that is not part of an eligible façade improvement project

It is not the intent or purpose of the program to subsidize routine building maintenance projects. Rather, the purpose of program assistance is to alter and improve the overall appearance of a building's façade and maintain/restore historic characteristics.

PROJECT REVIEW & SELECTION PROCESS

1. The business owner will complete the below application and send in two quotes with at least one drawing of the project.
2. The design committee will review all the applications for the fiscal year and determine which ones they would like to recommend to the DDA board for approval.
3. The DDA will meet and review Design Committee recommendations for final grant approval. At this time the DDA may accept, decline, or table application if more information or amendments are requested.
4. Upon DDA approval an award letter will be issued along with execution of a Wayland Façade Program Grant Agreement.

RIGHTS RESERVED

The DDA and City reserve the right to reject any and all applications. The specific program guidelines detailed herein are subject to revision or amendment by the DDA and/or Design Committee. The DDA and City may discontinue this program at any time, subject to the availability of program funding. The DDA and the City reserve the right to revise or end these programs at any time and in no way guarantee availability of funding for any specific project at any given time.

APPLICATION REQUIREMENTS

Projects that meet the design guidelines and zoning requirements are selected on design committee recommendations and needs basis. Applications must be complete to be considered for the program, including an accurate sketch or drawing of the proposed improvements, as well as written construction estimates from two qualified contractors and vendors. The following information must be submitted by program applicants on forms provided:

1. Description of proposed use of building after completion of the project
2. Project design plans
3. Timeframe for completion of project, not to exceed 6 months, special considerations may be approved
4. Proof of property and liability insurance
5. Written consent for program participation by property owner, if applicant is a tenant
6. Copies of property deed and leases, if applicable
7. Photographs of buildings before initiation of project; original photographs if available
8. Estimated cost of project to include itemized bids from eligible contractors. **(2) quotes are required for each project.**

DISBURSEMENT OF GRANT FUNDS

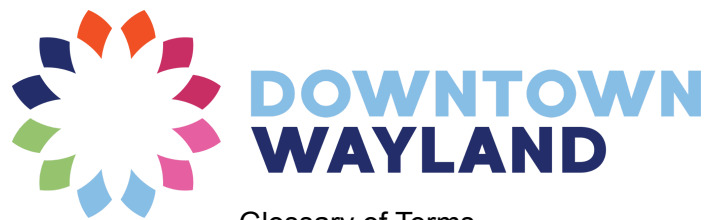
If the grant is awarded, the DDA will **reimburse** applicants for eligible improvements as follows:

- The grant recipient must provide a reimbursement summary page outlining all invoices, expenses, and receipts.
- The grant recipient must submit final invoices from contractors or suppliers marked “Paid in Full” along with copies of the checks made payable to the contractor or supplier.
- The grant recipient must provide copies of Waivers of Lien from all contractors.
- The grant recipient must supply proof that the improvements meet all City of Wayland zoning and code requirements.
- All improvements must be completed within six months of the start of construction or grant approval may be revoked. Special considerations may be approved by the Design Committee.

Any changes in the scope of work must meet administrative approval in advance by DDA staff to be eligible for reimbursement. Staff may require further review by Design Committee based on the extent of changes proposed.

IMPORTANT: *If façade improvements begin prior to Grant funding approval, an applicant will not be eligible for the Grant.* Please note that all grant-funded improvements must be permanent and fixed in type and/or nature. Improvements must meet all City of Wayland code requirements including zoning, building and safety codes.

For further information, please contact Holli McPherson, Main Street and DDA Director, via e-mail at director@downtownwayland.com or by phone at 269.525.2323.



Glossary of Terms

Applicant:	The person, company, organization, building owner, or party that completes application to receive funding.
Façade:	The exterior face of a building visible from a public street or alley.
Gentlest Means:	Rule that applies to removing heavy soil or paint from façade after careful testing. Begins with a low-pressure water wash, supplemented, if necessary, with non-ionic detergents and scrubbing with non-metallic brushes. Last method is to use a chemical cleaning process. Abrasive cleaning methods are damaging and are not suitable cleaning techniques for historic buildings.
New Building Construction:	Activities that would change the "footprint" of an existing facility (e.g., relocation of existing exterior walls, roofs, or floors, attachment of fire escapes) is considered new building construction.
Property:	The building/structure for which the façade program is being utilized.
Public Right-of-Way:	Land covered by a public road, alley, or path.
Rehabilitation:	The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.
Restoration:	The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.
Storefront:	The facade of a store; a room or set of rooms facing the street on the ground floor of a commercial building, typically used as a store.
Tuckpointing:	or Repointing, to correct defective mortar joints in masonry. Conditions which may require repointing include: (1) mortar erosion more than 6 mm, (2) crumbling mortar, (3) hairline cracks in the mortar, and (4) cracks between the brick and mortar. To avoid irreparable brick damage, the compressive strength of the repointing mortar should be similar to or weaker than the compressive strength of the original mortar.

Please contact grant administrator for further clarification and/or to locate appropriate methods and resources for rehabilitating your historic building.

**Downtown Wayland Façade Grant
Business Worksheet**

Façade Grant: Business Worksheet	
Point of Contact	First and Last Name: Cierra Bakovka
	Email: Cierra@hemikalibrary.org
	Cell Number: 608—547--1072 Office Number: 269-792-2891
	Best Way of Contact: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Office Phone
	Building Role: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Employee <input type="checkbox"/> Renter
Business Information	Legal Business Name: Henika District Library
	DBA (If Applicable):
	Street Address: 149 S. Main St. City: Wayland
	State: MI Zip Code: 49348
	Please Select All Eligible Expenses that Pertain to Your Project:
<input type="checkbox"/> Painting and Professional Façade Cleaning (Either a Paint Only Project or As Part of a Larger Façade Project) <input type="checkbox"/> Masonry Repairs and Tuckpointing <input type="checkbox"/> Restoration of Exterior Finishes and Materials <input checked="" type="checkbox"/> Exterior Lighting (Does Not Include Landscape Lighting. Lights Must be Connected to the Building) <input type="checkbox"/> Awnings (May be used as a Design Element if Features are Compatible with Original Building Design and Compliment the Architectural Features) <input type="checkbox"/> Doors and/or Entryways <input type="checkbox"/> Second-Floor Entryways and Exits and/or Exterior Stairs <input checked="" type="checkbox"/> Window Replacement and/or Repair <input type="checkbox"/> Storefront Rehabilitation <input type="checkbox"/> Exterior Carpentry <input type="checkbox"/> Handicap Accessibility <input type="checkbox"/> Non-Historic Façade Removal	

	<p style="text-align: center;">Please Select the Type of Financing Needed:</p> <p><input type="checkbox"/> Paint Only. The Property Owner or Tenant May Be Reimbursed for the Cost of Paint and Labor on a 50/50 Basis up to a Maximum Reimbursement of \$3,000.</p> <p><input checked="" type="checkbox"/> Rehabilitation. Grants of up to \$20,000 Per Facade are Available for Qualified Applicants. Applicants Must Provide a Minimum Twenty Percent (20%) Match of the Total Project Cost. The Minimum Grant allowable for Any Project is \$1,000.</p> <p style="text-align: center;">Please Describe the Façade (Side, Back, Front):</p> <p>Front facing main st. and side facing parking lot</p> <p style="text-align: center;">Please List Details of What Will Be Completed with This Grant Funding:</p> <p>Exterior lighting to front and side of building. Replacing some windows in the original structure to extent allowable by grant.</p>
<p style="text-align: center;">Quote Details</p>	<p style="text-align: center;">Please List the Companies You Have Received Quotes From and What the Quote Includes:</p> <p>Michigan Screen and Window Repair (Window Replacement): \$916.13 per window based on size. Erskine & Son (Window Replacement): \$894.05 per window. Outdoor Lighting Perspectives of SW Michigan (Exterior Lighting): \$8,898.70 Cherry Valley Plumbing and Electrical (Exterior Lighting): \$5,205.00</p>
<p style="text-align: center;">Project Scope</p>	<p style="text-align: center;">Please Describe the Scope of the Project in Which You Are Seeking Funds for. Include Specific Expenses and Actions and How it Aligns with the Budget and Cost Estimates Provided Within This Application. Describe Why These Funds are Needed for This Project to Come to Fruition:</p> <p>Our current windows are faulty in that they don't seal/lock correctly and often set off our alarm system at all hours. The updated lighting would be to improve safety conditions for staff and patrons as well as highlight the glorious historical architecture of our building. Right now, there is only one small light on the front exterior of our building which does not adequately light our porch, hold lockers, or front steps. The proposed updated lighting would make our front safer and more welcoming for our community. As a public library, we rely on taxpayer funding for all of our operations. Bigger projects like these are often left until last to try to fulfill other service needs of the community.</p>

	Proposed Start Date: Early Spring 2025		
	Proposed Completion Date: 2 weeks from start		
Grant & Private Investment Project Totals	Requested Grant Amount:	\$20,000	
	Private Investment Amount: (A Minimum 20% Match is Required)	\$5,000	
	Total Amount:	\$25,000	
	Source(s) of Private Investment: Savings		
	Provide a Detailed List of Supplies, Cost of Labor, and Items to Be Purchased to Support All Future Reimbursement Requests. Be Specific by Providing Vendor, Items, Quantity, and Cost. Please Note Which Quote They Are by Stating "Quote One" or "Quote Two."		
	Vendor	Item / Quantity	Cost
	Outdoor Lighting Perspectives	Almond accent Light (2) Quote 3	\$590
	Outdoor Lighting Perspectives	300W 12-15V Small Box Stainless Transformer (1) Quote 3	\$450
	Outdoor Lighting Perspectives	Astronomic Outdoor Timer (1) Quote 3	\$129
	Outdoor Lighting Perspectives	Wire (500ft) Quote 3	\$495
Outdoor Lighting Perspectives	Solid Brass Downlight (1) Quote 3	\$349	
Outdoor Lighting Perspectives	Brass MR-16 Well Light (10) Quote 3	\$3,790	
Outdoor Lighting Perspectives	Install labor charge to replace two coach lights with client provided fixture (2) Quote 3	\$190	
Michigan Screen and Window Repair	Replacement Style Vinyl Window. Woodgrain interior, beige exterior. Mid Low E Package, full screen. (approx. 13) Quote 1	\$11,909.70	
Michigan Screen and Window Repair	On Site Installation of Replacement Window. Includes removal and disposal of old window. Quote 1	\$7,300.00	
<i>(Insert Additional Lines as Needed)</i>			
*Attach Project Cost Estimates from Third Parties with a Minimum of Two Quotes. **Provide a Minimum of Three Photos to Represent the Scope of the Facade Request.			

Additional MEDC Program Requirements	Funding Eligibility: I Have Not Received Any Funding from Wayland Main Street for a Façade Grant Improvement in the Past.	X No, I have not received Façade Grant funding previously.
		<input type="checkbox"/> Yes, I received Façade Grant funding on: ___ / ___ / ____
	Ineligible Business Types: The Program Guidelines outline Several Ineligible Business Types. Businesses that are Eligible for this Program are a part of the Wayland Downtown Development TIF plan.	X Yes, I am an Eligible Business
	Wayland Façade Grant Program: I Understand That My Submission of an Application Does Not Constitute a Guarantee for Funding Under the Wayland Downtown Façade Improvement Program. I certify that All Information is True and Accurate to the Best of My Knowledge and, if Approved, Work Will Be Completed.	X Yes, I am an Eligible Business
	Reimbursement Grant Program: The Wayland Façade Grant Program is a Reimbursement Grant Program Provided by Wayland Main Street and Funded Through the TIF Program.	X Yes, I have reviewed the Façade Grant Program
	Compliance & Post-Grant Reporting: If Awarded, Businesses Will Be Required to Complete Compliance Requirements and Post-Grant Reporting.	X Yes, I Understand
	Third Party Cost Estimate (Required Attachment): I Have Gathered and Will Submit a Project Cost Estimate for Proposed Work that Includes Scope and Total Cost in a Separate Document.	X Yes, I Understand
	Photos (Required Attachment): I Have Provided a Minimum of Three Photos that Represent the Scope of the Grant Program Request (Including At Least One Exterior Photo and At Least One Interior Photo of the Space.	X Yes, I Have Included These with My Application Submission
	City of Wayland Zoning and Code Requirements: I Have Provided Communication that this Project Does Fall Within All Codes and Zoning Requirements for Downtown Wayland with Wayland’s Coding Company PCI in Dorr.	X Yes, I Have Included These with My Application Submission

	Required Rendering Attached: I Have Provided a Minimum of One Design Rendering or Picture of the Final Project.	<input checked="" type="checkbox"/> Yes, I Have Included These with My Application Submission
--	--	---

P R O P O S A L

Outdoor Lighting Perspectives of SW Michigan & N Indiana
321 Duncan St.
Suite B
Schoolcraft, MI 49087
(269) 533-4565



<https://outdoorlights.com/sw-michigan>

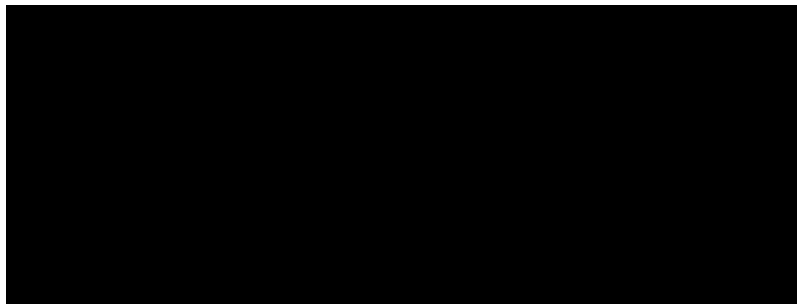
Billing/Service Address

Cierra Bakovka
149 South Main St.
Wayland, MI 49348
(269) 792-2891
Cierra@henikalibrary.org

Date	April 29, 2025
Total	\$8,819.20

This proposal expires on 5/16/2025

Prepared by Rob Perkins (rperkins@outdoorlights.com)



Item	Description	Qty	Rate	Amount
Commercial Permanent Roofline Lighting	Permanent Roofline Lighting	1		

Gemstone color matched track sections (includes pixels, clips, cuts)	Per foot price, includes installation, pixels, all required connections	200 LF	40.00	\$8,000.00
misc	loomtrack color matched	80	4.00	\$320.00
			Subtotal	\$8,320.00
			Tax	\$499.20
			Total	\$8,819.20

En Route Notifications Email to Cierra@henikalibrary.org

T E R M S A N D C O N D I T I O N S

Outdoor Lighting Perspectives Policies, Terms, Conditions: A deposit may be required at the time your order is placed. Balance is due upon completion. If full payment is not received within 10 days of completion of lighting installation, customer agrees to pay all reasonable attorney fees and court costs incurred by Outdoor Lighting Perspectives to secure the agreed upon fee for installation, materials, and/or services provided. Returned checks or chargebacks will result in a time- price differential (FINANCE CHARGE) of 18% (eighteen percent) per annum, but in no event in excess of the maximum amount allowed by law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by the Outdoor Lighting Perspectives service provider. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account.

Caution: A potential fire hazard exists if fixture and / or bulbs are covered with leaves, pine needles, mulch or other flammable material. Fixtures and / or bulbs covered by such materials will render all applicable warranties void, and may cause fixtures to fail. DAMAGE DUE TO ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES; MAN-MADE DISASTERS, AND OTHER "ACTS OF GOD" are not covered by any warranty. It is the client's responsibility to ensure that 110-volt electric receptacles are available for system use, and are in good working order. Outdoor Lighting Perspectives disclaims all responsibility for ensuring that utilized household circuits contain sufficient electrical load capacities. Outdoor Lighting Perspectives is not responsible for grass, shrubs, driveways, or other components of property that are affected by installation. Homeowner will be notified in advance of any necessary alterations to structures or landscape. One year guarantee on halogen bulbs is valid only if lights are operated under "normal use," deemed to be from sunset until 12:00am midnight. Lifetime fixture guarantee applies to all brass/and or copper fixtures and well light fixtures produced by Outdoor Living Brands Supply Corp. exclusively for Outdoor Lighting Perspectives

(OLP). All non-OLP fixtures are covered by their respective manufacturer's warranties. Any tampering or attempts to fix any problems with, or alter any part of the lighting system, whether by the homeowner, associated vendors, or any other persons not employed by Outdoor Lighting Perspectives, will void all warranties. Outdoor Lighting Perspectives does not provide warranties on work performed on any lighting system not originally installed by Outdoor Lighting Perspectives. Clients are responsible to verify proposed design is entirely on their property. Outdoor Lighting Perspectives disclaims any and all liabilities for any repercussions due to equipment being installed on neighboring property. All Outdoor Lighting Perspectives franchise locations are independently owned and operated. Notice of Cancellation: You may cancel this contract, without penalty or obligation, at any time prior to midnight of the third business day after the date the contract is signed. If you cancel, any payment made by you under this contract will be returned within ten days following the receipt of your cancellation notice by the seller. Acceptance of this proposal indicates an agreed upon and binding contract between the parties listed as the billing/service address and Outdoor Lighting Perspectives.

ROOFLINE TRACK LIGHTING

- Outdoor Lighting Perspectives (OLP) warrants only to the original end user that the products and parts used to complete and contribute to a functioning lighting system including, but not limited to, lights, power kits, controllers, extensions, cables, connectors, and tracks will be free from defects in material and workmanship for 5 years.
- **DISCLAIMER OF ALL OTHER WARRANTIES. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN, AND OLP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to particular end users.
- **Limitations.** No salesperson, representative, or agent of OLP is authorized to make any guaranty, warranty, or representation that contradicts the terms contained in this Limited Warranty. Any waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by authorized representatives of OLP to be valid, binding, and enforceable. OLP does not assume responsibility for any specific application to which any products or parts are applied including, but not limited to, compatibility with other equipment. All statements, technical information, or recommendations relating to the products or parts are based upon tests believed to be reliable, but do not constitute a guaranty or warranty. **OLP SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH OLP PRODUCTS AND PARTS.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular end users.
- **What May Void the Warranty.** This Limited Warranty shall be null and void in the following circumstances.

1. Accident, damage, abuse or misuse of products or parts.
2. Installation, modification or repair of any product or part by the end user or any non-authorized OLP service provider; or
3. Improper use or installation, or damage by accident or neglect, of any product or part by end user or any third party; or
4. Abnormal operating conditions or applications, including but not limited to power surges, lightning, hurricanes, tornadoes, tsunamis and other weather related incidents or acts of God.
5. Failure of the end user or any third part to exercise caution to protect any product or part or physical abuse.

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.



