



Historic District Commission

Cranston City Hall
869 Park Avenue, Cranston, Rhode Island 02910

APPLICATION FOR REVIEW OF PROPOSED WORK

Attach to Completed Building Department Application

1. LOCAL DISTRICT NAME: Evangeliste Turgeon House District
2. PROPERTY ADDRESS: 1363 Narragansett Blvd, Cranston, RI 02905
3. PLAT # LJC Andrews LOT # 3&4 Parcel: 2-916-0 1363 NARRAGANSETT BOULEVARD
Plat
4. OWNER/APPLICANT NAME: Kevin McDonald & Derek Torrey

ADDRESS: 1363 Narragansett Blvd

PHONE #: (631) 512 - 0211

5. A. DESIGNER'S NAME (if any): _____

ADDRESS: _____

PHONE #: () -

- B. CONTRACTOR'S NAME (if any): Lowe's Installation

ADDRESS: 1000 Fall River Avenue, Seekonk, MA 02771

PHONE #: (888) 516-1010 Vicki Cody

6. WORK CATEGORY (Please check all that apply):

 New Structure(s)

 Partial Demolition of Structure(s)

 Addition to Structure(s)

 Total Demolition of Structure(s)

 X Remodeling of Structure(s)

 Sign(s) or Landscaping Features

7. DESCRIPTION OF PROPOSED WORK:

I am proposing to replace six original inoperable wood windows at the rear of my house, all

of which are not visible from the street on Bluff or Narragansett. For the two small double-

hung windows (circled in red), I propose to replace them with Pella Lifestyle wood

windows clad in white with the same lite pattern. For the four-wide double hung group

(circled in yellow), I am proposing to convert the opening from a four-wide group to a

three-wide double-hung window group within the original brick opening with the same lite

pattern in Pella Lifestyle wood windows clad in white. Unfortunately, a four-wide

replacement in kind was cost prohibitive and the overall visual effect on the house is de
minimis. Thank you very much for your consideration and service to the City.

8. INCLUDED WITH THE APPLICATION (*Check all that apply*):

A. *PHOTOGRAPHS*:

☒ Overall view of the property from street(s)

☒ Overall views of building(s)

☒ Existing details to be altered by work

B. *DRAWINGS / RENDERINGS*:

☐ Site Plan (Drawn to Scale)

☐ Floor Plan(s) (Drawn to Scale)

☐ Overall views of building(s)

☐ Details

C. *OTHER*:

☐ Additional Renderings

☐ Catalog Cuts

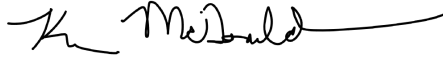
☐ Other Specifications

☐ Other (*Identify Below*)

Other: Lowe's Window Contract

9. SIGNATURES

Kevin McDonald



Applicant's Name (printed)

Applicant's Signature

Date: 12/13/2023

Contact Person if other than Applicant:

Name (printed)

(____)____-____
Phone #

FOR USE BY THE BUILDING OFFICIAL'S OFFICE ONLY

Received By (printed)

Received by Signature

Date: _____

FOR USE BY THE HISTORIC DISTRICT COMMISSION ONLY

Received By (printed)

Received by Signature

Date: _____











Bluff Ave



BLUFF AVENUE

Store 1932 LOWE'S OF SEEKONK, MA
1000 FALL RIVER AVENUE
SEEKONK, Massachusetts 02771-5804



Contract

Prepared for:

KEVIN MCDONALD
1363 Narragansett Blvd
Cranston, Rhode Island 02905
6315120211

Prepared by:

Daniel Correia
(508)343-4000
daniel.correia@lowes.com



RHODE ISLAND SERVICES SOLUTIONS INSTALLED SALES CONTRACT

LOWE'S AUTHORIZED REPRESENTATIVE	SALES ID	DATE	CUSTOMER NAME		
Daniel Correia	4070315	11/03/2023	KEVIN MCDONALD		
STORE NO.	STREET ADDRESS		STREET ADDRESS		
1932	1000 FALL RIVER AVENUE		1363 Narragansett Blvd		
CITY	STATE	ZIP	CITY	STATE	ZIP
SEEKONK	MASSACHUSETTS	02771-5804	Cranston	Rhode Island	02905
TELEPHONE			TELEPHONE		
(508)343-4000			6315120211		
EMAIL			EMAIL		
daniel.correia@lowes.com			kbmcdonald25@gmail.com		
LOWE'S CONTRACTOR LICENSE #	LOWE'S REPRESENTATIVE LICENSE #	CREDIT/DEBIT	CHECK	LCC CARD	GIFT CARD
#GC-20575;	4070315			<input checked="" type="checkbox"/>	

This is only a quote for the merchandise and services printed below. This becomes an agreement upon payment and issuance of a Lowe's receipt, upon pay-ment, the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document and any other addenda and attachments hereto, shall be referred to herein as this "Contract." PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "NOTICES," "TERMS AND CONDITIONS," AND "ADDENDUM" CONTAINED WITHIN THIS CONTRACT ON THE FOLLOWING PAGES BEFORE SIGNING.

INSTALLATION STREET ADDRESS	CITY	STATE	ZIP
1363 Narragansett Blvd	Cranston	Rhode Island	02905

Lowe's does not offer services to paint, seal or stain fences.

MERCHANDISE AND INSTALLATION SUMMARY: (I.E. ITEM NUMBERS, COLORS, DIMENSIONS, CONSIDERATIONS):

Windows

Product

Windows Project

Lowe's to obtain required permit.

Install team to remove and haul away 6 total windows from customer's home. Team to install 2 Pella architect series double-hung windows with tempered glass in closet, and bathroom of customer's home with 4-light grids in top sash only. Team to also convert 4 wide window to 3 wide unit done in the Pella Lifestyle series windows that the customer has already purchased from store. All windows painted white with half screens and matching white hardware. Quoted price includes all Window's, labor, permits, and additional materials that will be needed to complete the entire project. Current 15% off promotion running during time of appointment.

One year workmanship guarantee through Lowe's.

Total investment of \$8,248.00 with 12 months of no interest financing available with Lowe's Advantage Card

Installation Process

- Remove & haul away existing windows
- Check existing windows for leaks and evidence of pest infestation
- Install new windows & accessories, including caulk, stops, and fasteners
- Follow Lead Safe Practices (if required)
- Follow Health and Safety Guidelines

Clean-up/Final Inspection

- Complete final clean-up and haul away all job-related debris
- Test product & perform complete inspection with customer
- Review warranty information

Project Preparation Process

- Dedicated project support staff keeps you up-to-date through every process
- Installer conducts Pre-Installation Inspection
- Provides appropriate protection to home during installation
- Obtain & post any necessary permits
- Perform Lead Assessment (if applicable)

Work is to commence upon reasonable availability of Contractor and/or any special order or customer made Good(s) which is anticipated to be 11/24/2023. Estimated completion date is 12/08/2023.

CONTRACT TOTAL \$8,248.00

Payment (100%) \$8,248.00

NOTICES

LEAD SAFE INFORMATION. Federal and applicable state laws require that You be provided with a lead hazard information pamphlet such as *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*. By signing this Contract, You acknowledge having received a copy of this information pamphlet before work began informing You of the potential risk of the lead hazard exposure from renovation activity performed in Your dwelling unit or facility. A copy of the pamphlet is available at the following website: www.lowes.com/EPARRP. For more information see: <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

ARBITRATION AGREEMENT. This Contract provides that You and Lowe's will resolve all claims by BINDING ARBITRATION. You and Lowe's GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). A NEUTRAL ARBITRATOR will determine Lowe's and Your rights and NOT a judge or jury. You and Lowe's are entitled to a FAIR HEARING. BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. FOR MORE DETAILS: Review the sections titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION found in the General Terms and Conditions of this Contract.

PRICE CALCULATIONS. If this Contract includes Goods and related Installation Services sold by unit of measurement, such as per square foot, the Price may include more Goods than the actual measurements of Your project area. The Price includes the total amount of Goods required by Lowe's to fulfill the Contract (including surplus materials and overages) (together the "**Estimated Product**") and the Installation Services required based upon this total amount of Goods. For instance, a 120 square foot room may require 140 square feet of carpet to properly match the carpet seams, pattern, or unique room characteristics, and the Price would include Installation Services based upon the 140 square feet of carpet. The total amount of Estimated Product is based upon the total Goods recommended by the Installer, based on the Installer's assessment of unique characteristics of Your project. If any usable Goods are left over, Lowe's may, at its discretion, initiate a Price adjustment. Lowe's will not adjust the Contract Price for the related Installation Services. By signing this Contract, You acknowledge You are aware of Your project area measurements and the amount of Estimated Product, and that the Estimated Product may exceed Your actual project area. If Your project includes the installation of flooring materials, by signing this Contract You further acknowledge having received a completed Flooring Detail Diagram (the "**Diagram**") prior to execution of this Contract. Upon request, Lowe's can provide You with additional copies of the Diagram, which identifies the square footage of Your project area and the square footage of the Estimated Goods.

PHOTO RELEASE. By signing this Contract, You grant to Lowe's, its representatives, and Installer the right to take and use photographs, videos, or other representations of the Premises before and after the Installation Services and all work performed at the Premises related to this Contract (the "**Content**"). Lowe's irrevocably keeps all rights (including the copyright), title, and interest in the Content for use in all markets and media, worldwide, in perpetuity. Lowe's can use the Content, in any form or medium, internally for any purpose (e.g., customer service, planning, and claims). Lowe's will NOT intentionally use the Content publicly.

ACCEPTANCE OF CONSUMER EDUCATION MATERIALS. By executing this Contract, Customer acknowledges receipt of the following consumer education materials and notice of possible mechanics' lien which are provided in the Addendum section of this contract: (1) Beneficial Information to consumers/summary of Registration Law (R.I.G. L. Title 5, Chapter 65); (2) Notice of Possible Mechanics' Lien, and (3) Information regarding the Contractors' Registration Board Dispute Resolution Process.

NOTICE TO BUYER. Pursuant to R.I. Gen. Laws § 6-28-4, if this is a "door to door sale" as defined by R.I. Gen. Laws § 6-28-2, then the following shall apply: (i) **Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank;** (ii) **You are entitled to a copy of this agreement at the time you sign it;** (iii) **You may at any time pay off the full unpaid balance due under this agreement, and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges;** (iv) **The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement;** and (v) **You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail, which shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the notice of cancellation form sent as an attachment in the order confirmation for an explanation of buyer's rights.**

NOTICE OF RIGHT TO CANCEL. If this is a “door-to-door sale” as defined by 16 C.F.R. § 429.0(a) or by R.I. Gen. Laws § 6-28-2, You, the Customer, may cancel this Contract at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form sent as an attachment in the order confirmation for an explanation of this right. By executing this Contract, Customer acknowledges receipt of two (2) completed copies of the Notice of Right to Cancel form and certifies Lowe’s has informed Customer orally of his or her right to cancel.

DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE NOTICES, TERMS AND CONDITIONS, AND ADDENDUM CONTAINED ON ALL PAGES OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

EXECUTION DATE: 11/03/23

Lowe’s Home Centers, LLC

LOWE’S AUTHORIZED REPRESENTATIVE SIGNATURE

Daniell Correia

OWNER’S SIGNATURE

KM

CO-OWNER SIGNATURE

Customer acknowledges receipt of a true copy of this contract which was completely filled in prior to Customer’s execution hereof.

TERMS AND CONDITIONS

Lowe's Installation Contract defines what You can expect in Your installation experience with Lowe's, what Lowe's expects in return, and how You and Lowe's will resolve any differences. It is a legal agreement. By signing this Contract, clicking "I agree," or by accepting Goods or Installation Services You are agreeing to be bound by this Contract. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS CONTRACT, YOU MUST NOT SIGN THIS CONTRACT, CLICK "I AGREE", OR ACCEPT THE GOODS OR INSTALLATION SERVICES.

1. **COMMON DEFINITIONS.** Capitalized terms used in this Contract will either have the following stated meanings or will be defined throughout the Contract.
 - a) "**Contract**" means Lowe's Installation Contract and includes (a) any applicable State Addendum, (b) these Terms and Conditions, (c) any documents expressly referencing and made a part of this Contract, e.g., fully executed Change Orders, or incorporated by reference in the Contract (d) the cover page, the Merchandise and Installation Summary, and Notices, and (e) any sketches, materials lists, floor plans, or specification sheets provided by Lowe's. If there is any inconsistency between these documents, the first document to appear in this definition shall take precedence; i.e., any State Addendum shall take precedence, whether supplementing or modifying, over any conflicting provision of these Terms and Conditions, and so on. The Contract does not include any correspondence, advertisements, quotes, or estimates. The Contract is the entire agreement between You and Lowe's concerning the Goods and Installation Services. The Contract replaces and supersedes all earlier written agreements and all oral agreements, whether earlier or at the same time as this Contract, concerning the Goods and related Installation Services.
 - b) "**You**", "**Your(s)**", and "**Customer**" all mean the person executing this Contract to purchase Installation Services.
 - c) "**Goods**" means the physical items You are purchasing in connection with the Installation Services. A list of the Goods appears on the Merchandise and Installation Summary.
 - d) "**Installation Services**" means the work, labor, and other services necessary to install the Goods. Some examples of Installation Services include delivery, handling, return, and selection and placement of Goods.
 - e) "**Installer**" means the independent contractor Lowe's arranges to perform the Installation Services. Installer will be licensed when legally required, and will direct, control, and perform the Installation Services directly or through its employees, agents, and subcontractors using tools and equipment Installer provides. Lowe's does not employ Installer, its employees, or its agents or subcontractors.
 - f) "**Lowe's**" means Lowe's Home Centers, LLC, a North Carolina Limited Liability Company located at 1000 Lowe's Blvd., Mooresville, NC 28117. Lowe's Employer Identification Number is 56-0748358.
 - g) "**Premises**" means the Installation Address You identify where the Installation Services will occur.
 - h) "**Price**" means the Contract Total stated on the Merchandise and Installation Summary and is the complete payment due for the Goods and Installation Services.
2. **SCOPE.** This Contract is between You and Lowe's for the purchase of Goods and Installation Services. Lowe's does not perform Installation Services, but arranges for Installer to do so directly or through Installer's employees, agents, or subcontractors. Installer is an independent contractor and is not under the supervision or control of Lowe's. Installation Services do not include architectural or engineering services. Installer will complete Installation Services, subject to any changes, in substantial conformance with the Merchandise and Installation Summary. Lowe's reserves the right to terminate or rescind this Contract if Lowe's decides that any portion of the job is beyond the scope of the Installation Services that Lowe's originally contemplated.
3. **EXCLUSIONS.** Neither Lowe's nor Installer is responsible for start or finish delays resulting from events beyond their control including but not limited to: Change Orders, acts of nature, governmental actions, manufacturing or delivery delays or damage to merchandise caused by third parties, labor strikes or unrest, Your credit or financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden or unforeseen physical or hazardous conditions (including but not limited to, environmental hazards such as mold, asbestos, lead paint, unsound structures or points of attachment) at the Premises, or Your noncompliance with this Agreement. None of these delays will constitute a breach of this Contract by Lowe's or Installer. Lowe's reserves the right to terminate this Contract and/or require Installer to discontinue Installation Services given any of the conditions listed above.
4. **PRICING.** The Price includes most applicable taxes, permit fees, and other costs reasonably known to Lowe's at the time You sign the Contract. When the initial Price does not include all applicable charges, for example, if You order online, Lowe's will contact You to obtain further payment. If Lowe's requests an increase in the Price after You sign the Contract You will have the opportunity to cancel any unperformed portion of the Contract and receive a refund for that portion. The Price includes only those Goods and Installation services necessary to complete this Contract.
5. **GOODS.** Title to Goods does not pass to Customer and remain the property of Lowe's until Goods are installed in Customer's home, building, or on Customer's property. Customer agrees Contract is being offered for the total Price. Customer further agrees any surplus materials upon completion of the Installation Services are not the property of customer and, if instructed by Lowe's, such surplus materials shall be returned to Lowe's by the Installer. Upon request from Customer at the time of job completion, Lowe's, in its discretion, may allow all or part of the unused, receipted surplus materials to be retained by the Customer.

6. **PAYMENT.** You must pay the Price in full upon execution of this Contract. Payment for any Change Order or replacement contract is due at the time of that Change Order or replacement contract.
7. **LICENSES, PERMITS, AND OTHER REGULATORY REQUIREMENTS.** Installer will obtain any and all licenses, registrations, certifications, and permits ("**Local Requirements**") necessary to perform the Installation Services at the Premises, unless otherwise required by law or where Lowe's elects to use a third-party service. You agree to pay any fees associated with the Local Requirements and to cooperate in any required inspection or permitting process. The Installer, and not Lowe's, is responsible for performing the Installation Services in compliance with applicable safety rules, building codes, zoning ordinances, and other regulations ("**Local Regulations**"). You are responsible for any violations of the Local Regulations that exist at the time of Your signing this Contract. This Contract creates no obligation to correct these pre-existing violations. Any change in the Local Regulations may require a Change Order, and may result in an increase in the Price. Neither Lowe's nor Installer will perform any additional work after completion of the Installation Services due to changes in the Local Regulations.
8. **UNDISCLOSED CONDITIONS.** You represent that there are no defects, weaknesses or dangerous conditions, some examples of which are mold, mildew, rot, asbestos, and infestation, in the Premises' structure, substructure, superstructure, or points of attachment ("**Undisclosed Condition**"). Lowe's has formulated the Price based on this representation. If Lowe's discovers an Undisclosed Condition before completing the Installation Services, You must remedy the Undisclosed Condition at Your sole cost and expense to Lowe's satisfaction. If You disagree that an Undisclosed Condition exists, then Lowe's can hire an inspector to inspect the Premises, and the inspector's report will be final and conclusive as to the existence of an Undisclosed Condition. If You refuse to permit an inspection or if You fail to remedy the Undisclosed Condition to Lowe's satisfaction then Lowe's may terminate or rescind this Contract. If terminated or rescinded, Lowe's has no obligation to return the Premises to the original condition. If Lowe's terminates or rescinds the contract before delivering Goods or beginning the Installation Services, then Lowe's will return the Price to You without further costs or obligation to You or Lowe's. If Lowe's terminates or rescinds the contract after delivering Goods or beginning the Installation Services, title of the Goods passes to Customer upon contract termination and Lowe's has no obligation to return any portion of the Price to You except for in exchange for Goods You validly return. You will have thirty (30) days from any termination or rescission to return any standard Goods in the original, unopened condition for refund or credit.
9. **RETURNS.** Returns of Goods are subject to Lowe's standard return policies at time of purchase. The return period for Goods purchased in connection with this contract begins upon completion of the project. Lowe's return policy is available at www.lowes.com/returns. Custom and special-order Goods may be subject to a restocking fee if returned. Custom Goods include Goods altered, color-matched, shaped, sized, cut, or otherwise designed or fitted to accommodate the requirements of a particular space or environment. Some examples of custom Goods are cabinets, countertops, floor and wall coverings, and window treatments.
10. **CHANGES AND CHANGE ORDERS.** Lowe's, at Your request, may arrange for the Installer to perform additional work, subject to a Change Order and additional amounts payable by You to Lowe's. Any changes to Installation Services or Goods, e.g., a substitution of materials or an expansion of the scope of the work, will require You and Lowe's to sign a written document that clearly defines the scope of the change, any difference in the Price, and new start or finish dates where applicable ("**Change Order**"). Change Orders are only binding on Lowe's if signed by both You and Lowe's and will become part of this Contract once signed.
11. **YOUR WARRANTY TO LOWE'S AGAINST VIOLATIONS OF EASEMENTS, COVENANTS, AND THIRD PARTY RIGHTS.** You warrant that performance of Installation Services will not violate any existing real property easement, covenant, historic district regulations, homeowner's association rule or rights of third parties holding an interest in the Premises or otherwise, and that You have the rights and authority to enter into this Contract.
12. **CUSTOMER RESPONSIBILITIES.** You agree:
- (1) **To Pay only Lowe's.** You agree to pay Lowe's and only Lowe's for any Goods and Installation Services, even if Installer provides a new Contract or Change Order for your review and signature. Installer may collect payment on Lowe's behalf, but you agree not to pay the Installer separately or directly. This Contract is solely between you and Lowe's.
 - (2) **To Locate Lines and Hazards.** Before Installer begins Installation Services, You will identify and mark the location of utility lines, for example electrical, plumbing, and gas lines, and property lines that could impact the Installation Services.
 - (3) **To Ensure Compliance with Smoke Alarm and Carbon Monoxide Detector Requirements.** Prior to the start of the Installation Services, You will ensure the Premises have all necessary carbon monoxide detectors and smoke alarms ("Detectors") needed for the Installer to obtain the necessary permits and complete the Installation Services. You are solely responsible for the proper number, placement, type, functioning, operation, installation, testing, as per the manufacturers' specifications, and maintenance of any Detectors required by Local Regulations. Failure to meet Federal, state or local Detector requirements, if any, will be considered an Undisclosed Condition.
 - (4) **To Provide a Safe and Proper Working Environment.** Before and during the Installation Services, You will ensure that work areas are free of vermin, pre-existing physical or environmental hazards, and violations of Local Regulations. You will allow the Installer to have access to work areas and restrooms. You will provide climate control, where applicable, and electricity to the work areas. You agree not to allow unattended minors at the Premises during the Installation Services. You agree to control and keep pets away from work areas. You agree to keep posted permits on display at all times. If You or someone You control interferes with the Installation Services, Lowe's may charge You for storage, transportation, or other resulting charges.

- (5) **To Sign the Certificate of Completion.** Once the Installation Services are complete, You agree that You will sign a Certificate of Completion upon a request from Lowe's.
- (6) **Not to Assign or Transfer this Contract.** You cannot give Your rights under this Contract to anyone else.
- (7) **To Promptly Notify Lowe's of a Claim.** If you have a claim that is in any way related to this Contract, You must make that claim to Lowe's within thirty (30) calendar days of when you knew or should have known of a problem. Lowe's will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.
- (8) **That You Are Responsible If You Choose to Help.** YOU ASSUME THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF THE GOODS OR WITH PERFORMANCE OF THE INSTALLATION SERVICES.

13. **MANUFACTURER WARRANTY FOR GOODS.** You are entitled to any warranty provided by a manufacturer of the Goods installed under this Contract. Lowe's will provide You with any manufacturer consumer warranty information accompanying the Goods, and You may also obtain such information by contacting Lowe's. **LOWE'S DOES NOT WARRANT THE GOODS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **LOWE'S LIMITED WARRANTY FOR INSTALLATION SERVICES.** Lowe's warrants that the Installer will perform the Installation Services in a good and workmanlike manner. Lowe's warranty for Installation Services extends for a period of one year (two years for roof replacement) from the earlier of (i) the date You sign the Certificate of Completion or (ii) the date that Lowe's determines that the Installation Services have been completed, or for such greater period as required by an extended warranty, if any, or by applicable law governing consumer warranties for workmanship (the "Warranty Period"). **LOWE'S WARRANTY THAT THE INSTALLER WILL PERFORM THE INSTALLATION SERVICES IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND LOWE'S IS NOT RESPONSIBLE FOR, ANY DEFECT IN SUCH INSTALLATION SERVICES DUE TO (1) AN UNDISCLOSED CONDITION OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING. LOWE'S WARRANTY FOR INSTALLATION SERVICES IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
15. **LIMITATION OF LIABILITY.** For any claim related to this Contract, You can only seek recourse from Lowe's or the Installer; no parent or affiliate of Lowe's shall have any liability under this Contract. You must give Lowe's written notice within the Warranty Period of any warranty claim. Your only remedy for a warranty claim is either (i) for Lowe's to have the Installation Services performed again, including any necessary repair and replacement of Goods, to correct the defective Installation Services, or (ii) a refund of all or part of the Price. Lowe's has absolute discretion to choose between these two options. YOU SHALL HAVE NO OTHER REMEDY FOR A WARRANTY CLAIM, INCLUDING WITHOUT LIMITATION REMEDY FOR LOSS OR DAMAGE CAUSED BY NORMAL WEAR AND TEAR, LOSS OR DAMAGE WHICH HAS NOT BEEN REASONABLY MITIGATED, OR LOSS OR DAMAGE CAUSED BY ACTS OF GOD. IN NO EVENT SHALL LOWE'S BE LIABLE FOR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES (SUCH AS, WITHOUT LIMITATION, LOST PROFITS, LOST SALES, COSTS ASSOCIATED WITH PROJECT DELAYS, AND INJURIES TO PERSONS OR PROPERTY), EVEN WHERE LOWE'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE, DUE TO OPERATION OF LAW, SUCH DAMAGES CANNOT BE EXCLUDED, THEY ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE. For warranty claims, You agree to prepare the Premises and the work area in the manner described in the section titled "Customer Responsibilities."
16. **ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION RIGHTS.** Lowe's wants to keep You as customer, and Lowe's resolves most questions and complaints informally. If You have a question or complaint, contact Your Lowe's salesperson first or the manager of the Lowe's store that fulfilled Your order. To initiate informal dispute resolution, You must provide Lowe's Your full name and contact information; a description of the claim; information about the specific transaction at issue; Your counsel's name and contact information, if applicable; and a description of the relief sought. You and Lowe's will personally meet and confer, whether in-person, via teleconference or video conference, in a good faith effort to informally resolve any claim. If You are represented by counsel, that counsel may, but is not required, to participate in the informal dispute resolution conference. Either party may request an arbitration or a proceeding in small claims court, as applicable, if the dispute cannot be resolved within sixty (60) days, unless an extension is mutually agreed upon by the parties. The statute of limitations will be tolled while Customer and Lowe's engage in the informal dispute resolution process. All claims by You, Your agents, insureds or assigns, or Lowe's related to this Contract, which You and Lowe's cannot resolve informally (and which are not subject to the jurisdiction of a small claims court) shall proceed to binding arbitration conducted by a single arbitrator under the current applicable rules, procedures, and protocols of JAMS, Inc. ("JAMS") (www.jamsadr.com) or the American Arbitration Association ("AAA") (www.adr.org). You agree that if either JAMS or AAA is unable or unwilling to arbitrate the matter, You and Lowe's will agree upon a single arbitrator with a nationally recognized arbitration firm to arbitrate the matter. Claims subject to binding arbitration include:

- (1) all claims in any way related to the signing of this arbitration agreement, the validity or scope of this arbitration agreement, or any attempt to set aside this arbitration agreement;
- (2) all federal or state law claims relating in any way to this Contract (including this arbitration agreement), the information You gave Lowe's before entering into this Contract, and any past agreement or agreements between You and Lowe's;
- (3) all counterclaims, cross-claims, and third-party claims;
- (4) all common law claims of any kind including claims based upon alleged product defect, contract, tort, fraud, or other intentional torts;
- (5) all claims based upon a violation of any state or federal constitution, statute, or regulation;
- (6) all claims asserted by Lowe's against You, including claims for money damages to collect any sum Lowe's claims

You owe;

- (7) all claims asserted by You individually against Lowe's or any of Lowe's employees, agents, directors, officers, shareholders, managers, members, parent company, or affiliated entities (collectively the "related third parties") or the Installer, including claims for money damages and/or equitable or injunctive relief;
- (8) all claims asserted on Your behalf by another person;
- (9) all claims asserted by or on behalf of You as a private attorney general against Lowe's, related third parties or the Installer;
- (10) all claims arising from or relating directly or indirectly to the disclosure by Lowe's, related third parties or the Installer of any non-public personal information about You; and
- (11) all other claims related to this Contract whether or not set forth above. If the dispute falls within the jurisdiction of a small claims court the claimant may, at its option, choose to arbitrate or file a small claims action. Any appeal of a judgment from a small claims court shall be resolved by arbitration as provided by this Contract.

Binding arbitration means that You waive: (1) any right to a jury trial; (2) any right to bring a lawsuit in a court (other than a small claims court as described above); and (3) any right to seek relief in any other way. An arbitrator will decide any claim not decided by a small claims court. You agree that binding arbitration provides a simple, cost effective method to resolve disputes quickly.

You agree that (1) You cannot pursue a class action lawsuit or class action arbitration of any type, (2) no one can pursue a class action lawsuit or class action arbitration of any type on Your behalf, and (3) a Court or arbitrator(s) cannot order class action proceedings under this Contract. You further agree that there shall be no joinder of parties, except for joinder of parties to the transaction covered by this Contract. By agreeing to binding arbitration You and Lowe's waive any right to bring or participate in a class action lawsuit or class action arbitration regarding any claim.

How Arbitration Works:

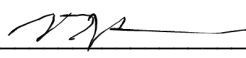
Lowe's may demand arbitration by sending written notice to You at the address listed in this Contract. You may demand arbitration by sending written notice to Lowe's at the following address: Mail code NB6LG, P.O. Box 1000, Mooresville, NC 28115. The arbitration shall occur in the city or county of the Premises. Unless otherwise prohibited by law, each Party shall be responsible for its own filing fees and will share the fees and expenses of the arbitrator equally. Where fee and expense sharing is prohibited by law, Lowe's shall pay the filing, administrative, hearing, and arbitrator's fees associated with the arbitration. Unless the arbitrator's award or controlling law specifically provides otherwise, You and Lowe's are each responsible for their own attorneys' fees and other expenses, such as witness and expert witness fees. However, in the event the claim brought is frivolous, unreasonable or without foundation, or claimant continues to prosecute a claim after the claim becomes frivolous, unreasonable, or without foundation, claimant will be required to reimburse respondent for its costs, expenses, and reasonable attorneys' fees amounts paid in the investigation, defense, and/or settlement of such claims, and all other amounts allowed by law. Either party may request that the arbitrator provide a written explanation of the award, consistent with the then current rules, procedures, and protocols of the arbitration entity selected by the parties. Any court having jurisdiction may receive and enforce the arbitrator's award. If You fail to pay Lowe's in accordance with this Contract, You agree that Lowe's can recover its reasonable attorneys' fees as provided by N.C. Gen. Stat. Section 6-21.2 or other controlling law. The parties agree that this arbitration agreement is made in connection with a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (as amended) ("FAA"), governs. If for any reason the Federal Arbitration Act does not apply, then the laws of the State of North Carolina shall govern this arbitration agreement.

17. **GOVERNING LAW AND SEVERABILITY.** North Carolina law shall govern and guide the interpretation of this Contract, without regard to the choice of law rules of any state, except that the FAA governs the ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION RIGHTS. Should an arbitrator, court, or other interpreting entity determine that a provision of this Contract is contrary to an applicable law, such unlawful provision shall be ineffective without invalidating the other provisions, which shall remain in full force and effect.
18. **CREDIT CARD / FINANCED TRANSACTIONS.** If You use credit or obtain a loan to pay some or all of the Price, then the total cost of Your purchase will depend on the terms of Your credit or loan and applicable law. Credit and loans often include interest charges, finance charges, or fees. You are subject to Your creditor's or lender's terms and conditions. Lowe's is NOT a party to Your cardholder agreement, financing agreement, or other lending agreement.
19. **WAIVER OF LIENS.** Before Lowe's pays the Installer on Your behalf, Lowe's will require the Installer to fully and unconditionally relinquish, waive, and release any and all liens. Installer's lien waiver will include waivers for itself, its subcontractors, and its materialmen and suppliers of all mechanic's liens, materialman's liens, and other liens in the Premises related to this Contract, to the extent permitted by law. In addition, Lowe's fully and unconditionally waives and releases any and all such liens in the Premises it may have or acquire in the future as a result of this Contract.
20. **COUNTERPARTS AND AMENDMENT.** You and Lowe's may execute this Contract in one or more counterparts, each of which when executed and delivered or transmitted by facsimile, e-mail or other electronic means, shall be an original and all of which taken together shall constitute one and the same instrument. A facsimile or electronic signature is deemed an original signature for all purposes under this Contract. No modifications or additions to this Contract are valid unless signed by both You and Lowe's.
21. **QUESTIONS OR CONCERNS.** You should speak to the Lowe's Salesperson or the manager of the Lowe's store assigned your order regarding routine matters like scheduling, changes to Your order, or any concerns You have about this Contract, the Goods, or the Installation Services. If you still have questions or concerns please contact Customer Care at 1-800-445-6937.

RHODE ISLAND ADDENDUM

For Installation Services performed in the State of Rhode Island, the terms and conditions of this Rhode Island Addendum ("State Addendum") are made a part of the Lowe's Installation Contract and supplement the contract's General Terms and Conditions ("General Terms and Conditions") between You and Lowe's. To the extent there is a conflict between the General Terms and Conditions and this State Addendum, the State Addendum shall prevail. All capitalized terms used but not otherwise defined in this State Addendum shall have the meaning ascribed to them in the General Terms and Conditions.

1. **RHODE ISLAND LICENSES AND CERTIFICATIONS.** Contractor license number(s) and certifications held by or on behalf of Lowe's Home Centers, LLC: #GC-20575 (Contractors Registration) and #R-I-051823-001 (Lead Renovator Initial). License number(s) and certifications may be subject to change in accordance with local or state government processes. For the most current listing of license numbers and certifications held by or on behalf of Lowe's Home Centers, LLC, please visit <http://www.lowes.com/licensenumbers>.
2. **NOTICE OF POSSIBLE MECHANIC'S LIEN.** In accordance with R.I. Gen. Laws § 5-65-18, Customer is notified that the contractor, subcontractors, or material persons may file a lien on the Premises in accordance with the Rhode Island Mechanics Lien Act, chapter 28 of title 34. In the event that mechanics' liens are filed and there is no serious dispute, but merely a failure to pay, then the contractors' registration and licensing board may impose a suspension of the registration until such time as the liens are satisfied, either by payment, deposit of the funds in the registry of the court, or with the board. Customer is further notified pursuant to R.I. Gen. Laws § 5-65-3 and § 34-28-4 that Lowe's and any other persons who provide labor and materials for the improvement under contract with Lowe's may file a mechanic's lien upon the Premises in the event of nonpayment to them. It is Your responsibility to assure Yourself that those other persons under contract with Lowe's receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the Premises.
3. **ACCEPTANCE OF REQUIRED NOTICES.** Customer acknowledges receipt of the following consumer education materials and notice of possible mechanics' lien attached to this Contract: (1) Beneficial Information to Consumers Summary of Registration Law (R.I.G.L. Title 5 Chapter 65); (2) Notice of Possible Mechanics' Lien ((1) and (2) are also available online at <http://www.crb.ri.gov/documents/notice-of-possible-mechanics-lien.pdf>); and, (3) information regarding the Rhode Island Contractors' Registration and Licensing Board Dispute Resolution Process (also available online at <http://www.crb.ri.gov/documents/crlb-claim-process.pdf>).

Customer's Signature 

Lowe's Representative's Signature Daniel Correia

4. **LOWE'S INSURANCE.** Lowe's has commercial general liability insurance, commercial automobile liability insurance and workers' compensation insurance as required by applicable statute, through insurers rated A/X or higher by A.M. Best and authorized to do business in the State of Rhode Island.

**RHODE ISLAND
NOTICE OF RIGHT TO CANCEL¹**

11/03/23
Execution Date

11/07/23
Three (3) Days After Execution Date
(not counting Sundays and Federal Holidays)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date (Execution Date).

If you cancel, your cancellation notice must state that you do not wish to be bound by the agreement and mailed by registered or certified mail not later than midnight three (3) days following the buyer's signing the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made.

All cancellations must be mailed to Lowe's, at 1000 FALL RIVER AVENUE SEEKONK, Massachusetts 02771-5804

_____, (LOWE'S STORE ADDRESS) or by email at
daniel.correia@lowes.com, NOT LATER THAN MIDNIGHT OF the 3rd day

after execution date ensuring Saturday is considered a business day while Sundays and federal holidays are not.

Notice of Cancellation:

I HEREBY CANCEL THIS TRANSACTION.

(Customer's Printed Name)

(Customer's Phone Number)

(Today's Date)

(Customer's signature)

¹ This Notice only applies if this Contract is a "door-to-door sale" as defined by 16 C.F.R. § 429.0(a) or by R.I. Gen. Laws § 6-28-2.

**RHODE ISLAND
NOTICE OF RIGHT TO CANCEL²**

11/03/23
Execution Date

11/07/23
Three (3) Days After Execution Date
(not counting Sundays and Federal Holidays)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date (Execution Date).

If you cancel, your cancellation notice must state that you do not wish to be bound by the agreement and mailed by registered or certified mail not later than midnight three (3) days following the buyer's signing the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made.

All cancellations must be mailed to Lowe's, at 1000 FALL RIVER AVENUE SEEKONK, Massachusetts 02771-5804
(LOWE'S STORE ADDRESS) or by email at
daniel.correia@lowes.com, **NOT LATER THAN MIDNIGHT OF the 3rd day**

after execution date ensuring Saturday is considered a business day while Sundays and federal holidays are not.

Notice of Cancellation:

I HEREBY CANCEL THIS TRANSACTION.

(Customer's Printed Name)

(Customer's Phone Number)

(Today's Date)

(Customer's signature)

² This Notice only applies if this Contract is a “door-to-door sale” as defined by 16 C.F.R. § 429.0(a) or by R.I. Gen. Laws § 6-28-2.

WAIVER OF RIGHT TO CANCEL DUE TO BONA FIDE PERSONAL EMERGENCY

The law gives you the right to cancel this Installation Services Customer Contract within three (3) business days. However, you may waive that right provided the following criteria are met:

- (i) you initiated the contact with Lowe's that led to the sale;
- (ii) the Installation Services are needed to meet your bona fide immediate personal emergency; and
- (iii) you furnish Lowe's with this separately dated and signed personal statement in your handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving your right to cancel the sale within three (3) business days.

If you waive your right to cancel, Lowe's may begin performing the Installation Services without waiting for the three (3) business day cancellation period to expire. To waive your right to cancel due to a bona fide personal emergency, you must complete the spaces below and return this form to Lowe's.

1. Did you initiate the contact with Lowe's that led to the sale? ☒ YES ☐ NO

2. Are the Installation Services needed to meet your bona fide immediate personal emergency?

☐ YES ☒ NO

3. If you answered "Yes" to the above question, please describe the situation requiring immediate remedy:

4. Do you expressly acknowledge and waive your right to cancel the sale within three (3) business days?

☐ YES ☒ NO

(Date)

(Customer's Signature)

(Project ID)

(Customer's Printed Name)

NOTICE OF POSSIBLE MECHANIC'S LIEN

To: KEVIN MCDONALD
(Insert name of owner, lessee or tenant, or owner of less than the fee simple.)

The undersigned is about to perform work and/or furnish materials for the construction, erection, alterations or repair upon the land at;

1363 Narragansett Blvd

(Address of work)

Cranston

(City/ Town)

under contract with you. This notifies that the undersigned and any other persons who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the land. **Failure to adhere to the provisions of this subsection may result in a five thousand dollars (\$5,000) fine against the contractor.**

Pursuant to RIGL 5-65-18 all written contracts entered into between a contractor and a property owner must contain a statement that the contractor, subcontractors, or material persons may file a lien in accordance with the Rhode Island Mechanics Lien Act, chapter 28 of title 34.

Lowe's Home Centers, LLC
Contractors Name

Lowe's Home Centers, LLC
Company Name

20575
Registration/License#

11/03/23
Date

Beneficial Information to Consumers

Summary of Registration Law (R.I.G.L. Title 5 Chapter 65)

Contractor Registration

Rhode Island state law requires anyone who is in the business of home construction, alterations, remodeling, or repair to a residential structure to be registered with the state. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or “cost plus”, whether by a written contract or oral agreement. The law also applies to anyone advertising, bidding, or otherwise offering or arranging to do or have such work performed including painting, roofing, floor covering, framing, finish carpentry, and many more building specialties. Violations of the law can result in penalties of up to \$10,000.00 per offense as well as criminal prosecution for non-compliance of final orders issued by the board.

- **Does the contract have the contractor’s registration number listed?**
- **What are the terms of cancellation?** Contracts entered into must contain a notice of rescission as stipulated in all pertinent R.I. consumer protection laws, pursuant to RIGL 5-65-3 (p). If signed outside of the place of business, Rhode Island General Law 6-28-4, clearly states that no agreement of the buyer in a door-to-door sale shall be effective unless it is signed and dated by the buyer and unless it contains the following in **ten (10) point bold face** type or larger directly above the space reserved in the agreement for the signature of the buyer: **Notice to buyer:** (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full unpaid balance due under this agreement, and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges. (4) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. (5) You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail, which shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. **(see the RIGL 6-28 for more information regarding this law)**
- **Insurance!** The Rhode Island contractors’ registration law requires contractors to maintain a minimum of \$500,000.00 in liability insurance. In addition, contractors with employees are required to maintain workers’ compensation insurance. Insist that a current certificate of the company’s insurance policy be sent directly to you from their insurance carrier / agent with your name and address on it listing you as a certificate holder before any work begins.
- **What are the payment terms?** Payments should be made pursuant to the terms of the written contract. Consider and question the amount of the deposit which can vary depending on type of work. (i.e. Special orders, etc.)
- **What is the time frame?** Provide start date, finish date? Maybe a reward or penalty clause should be included if time is of the essence.
- **Is there an arbitration clause in the contract?** Who is paying for that service? Read the fine print and make sure you know the terms.
- **Permits?** Is this included in your contract, or are you taking care of it? This is for your safety!
- **Contracts:** All contracts exceeding \$1,000.00 in value must be in writing.
- **Disclaimer:** The above information is provided by the board pursuant to 5-65-3 and does not encompass all the recent amendments to the general law, for additional information please contact the Board or visit our website.

About the Contractors' Registration and Licensing Board

- Established in 1989 by the RI General Assembly
- Consists of 17 Board Members
- Operates within the Department of Business Regulation

Jurisdiction of the Board

- Regulates by registration – All contractors: residential & commercial
- Regulates by licensing – commercial roofers
- Regulates by licensing – home inspectors
- Regulates by licensing – underground utility contractors
- Regulates by licensing – well drillers, pump installer contractors

Dispute Resolution Process

- A \$25.00 processing fee is required to file a claim

Claims heard by the Board include:

- Property owner against registered/licensed or non-registered/ non-licensed contractors for: alleged negligence, improper work, breach of contract, contract disputes or release of a mechanics lien.
- Contractor against registered/licensed subcontractor for: alleged negligence, improper work, breach of contract or release of a mechanics lien.
- Employee against contractor.

Enforcement Procedures Include:

- Complaints against non-registered/ non-licensed contractors, fines and penalties issued for advertising, insurance, and bond violations and violations of statutory provisions and/or rules and regulations.
- Violations of Rhode Island General Laws §§5-65, 5-65.1, 5-65.2, 5-65.3, and 5-73.

Criminal Prosecutions

- Violations of final orders and non-registered/non-licensed contractor complaints may be prosecuted by the RI Department of Attorney General in accordance with Rhode Island General Law § 5-65-19.

Agency Appeals

- After a hearing, a proposed order is issued which can be appealed to the full Board. After Board has issued a final order it may be appealed to the RI Superior Court and finally to the RI Supreme Court.

Contact the CRLB via mail at: 560 Jefferson Blvd, Suite 204, Warwick, RI 02886

RHODE ISLAND

CONTRACTORS' REGISTRATION AND LICENSING BOARD

*Safe guaranteeing consumer rights and providing a fair, just, and positive environment for
the construction industry.*



560 Jefferson Blvd
Suite 204

Warwick, RI 02886

Phone (401) 921-1590

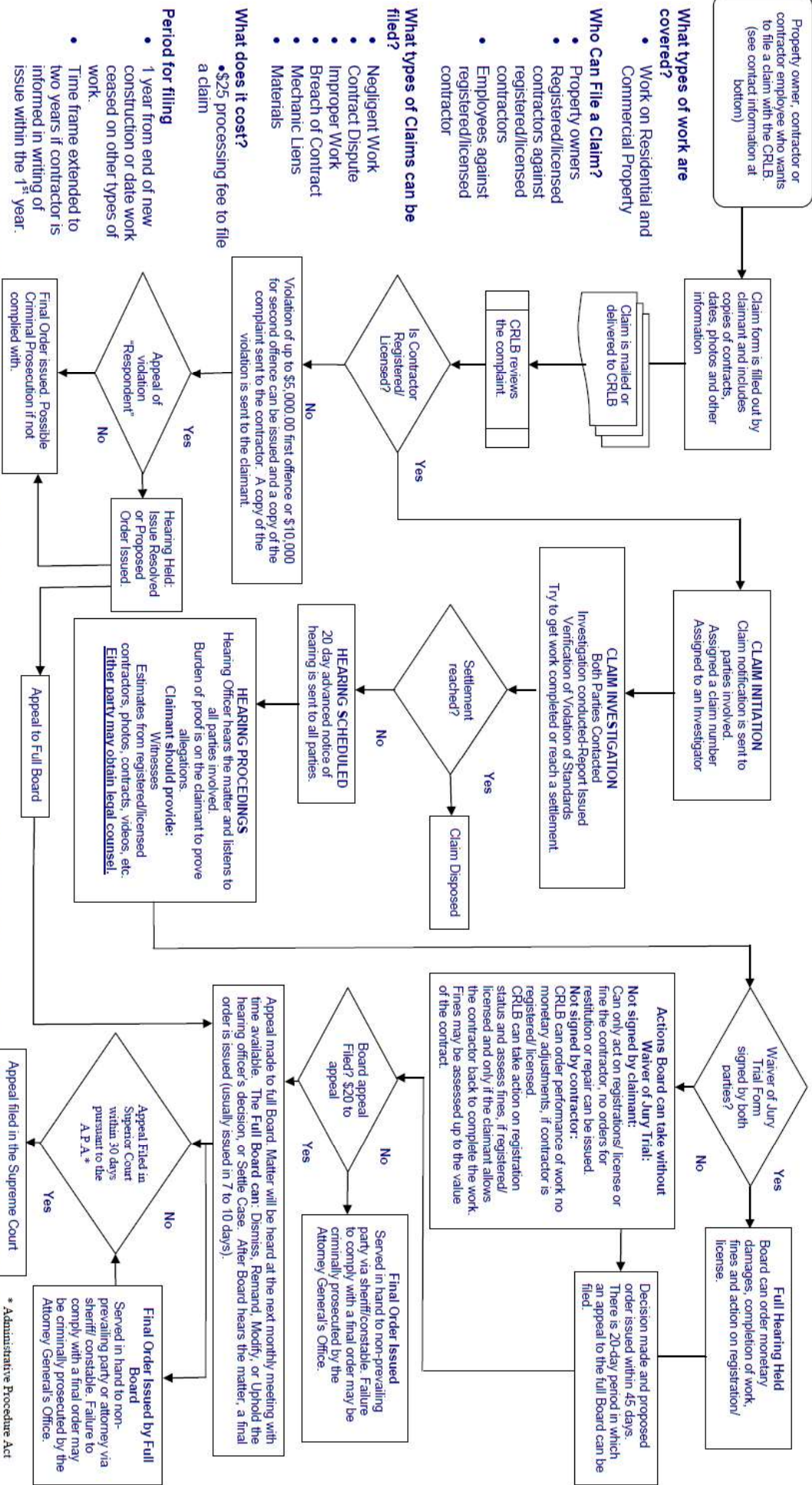
Fax (401) 889-5533

Fax (401) 889-5535

Website: www.crlb.ri.gov

Phone (401) 921-1590, Fax: (401) 889-5533, Fax: (401) 889-5535, Website www.crlb.ri.gov

Rhode Island Contractors Registration and Licensing Board Dispute Resolution Process



Contact the CRLB via mail at: 560 Jefferson Blvd, Suite 204, Warwick, RI 02886

Phone (401) 921-1590 Fax: (401) 889-5533, Fax: (401) 889-5535, Website www.ctb.ri.gov

* Administrative Procedure Act



LOWE'S HOME SERVICES

Store 1932 LOWE'S OF SEEKONK, MA - Contract - 1359206 - Page 23 of 35

Get the help you need on a range of install projects, big or small.



**GET IT
INSTALLED**



Thank you for trusting Lowe's with your installation.
Your project is in good hands.

On day of installation:

- Please ensure an adult is present.
- All pets are in safe areas.
- Keep a clear path to the install area.

If any time during the install, you have questions or concerns, talk to the installer or contact Lowe's at the phone number provided by your Project Specialist.



PROFESSIONAL INSTALLATION SERVICES INCLUDE:

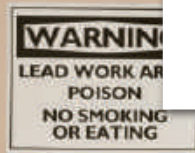
- | | |
|---------------------------|-------------------------------|
| ✓ Appliances | ✓ Lighting Fixtures |
| ✓ Blinds & Shades | ✓ Roofing & Siding |
| ✓ Cabinets & Countertops | ✓ Toilets, Vanities & Faucets |
| ✓ Fencing | ✓ Water Heaters |
| ✓ Flooring | ✓ Windows & Doors |
| ✓ HVAC | ✓ & 50+ More Categories |
| ✓ Home Standby Generators | |

visit [Lowes.com/Services](https://www.lowes.com/Services) for more details.

For important lead hazard information that may apply to your project, see the U.S. EPA's guide, The Lead-Safe Certified Guide to Renovate Right, available at www.lowes.com/eparrp.

Installation services guaranteed by Lowe's labor warranty & available through independent contractors, licensed & registered where applicable. License numbers & certifications held by or on behalf of Lowe's Home Centers, LLC. See [Lowes.com/licensing](https://www.lowes.com/licensing) for current license numbers.

THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT



CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



1-800-424-LEAD (5323)

epa.gov/getleadsafe

EPA-740-K-10-001

Revised September 2011



This document may be purchased through the U.S. Government Printing Office online at bookstore.gpo.gov or by phone (toll-free): 1-866-512-1800.

Important lead hazard information for
families, child care providers and schools.



IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.



WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at <https://www.epa.gov/lead/learn-about-lead> or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

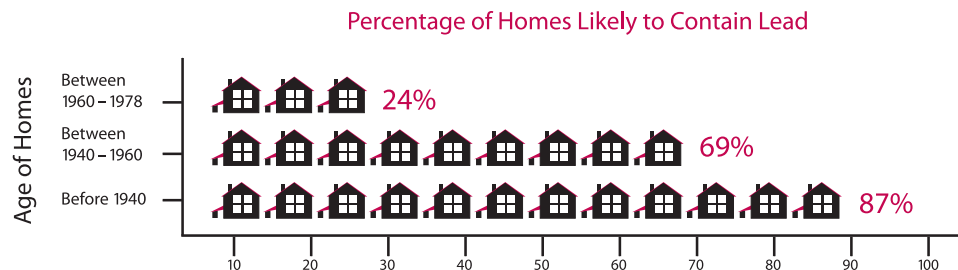
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at epa.gov/getleadSAFE or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-contaminated dust.

Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at <https://cfpub.epa.gov/flpp/pub/index.cfm?do=main.firmSearchAbatement> or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or [epa.gov/lead/nlic](https://www.epa.gov/lead/nlic) can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at <https://www.epa.gov/lead/lead-safety-documents-and-outreach-materials>

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
hud.gov/offices/lead/



SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- ☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

