

Date Submitted: \_\_\_\_\_

## APPLICATION FOR BUILDING OR RAZING

The undersigned hereby applies for a permit to build or raze, in accordance with the information tabulated hereafter,

Type of Project: SHOWER Address: 108 E. CALUMET RD  
Residence, Garage, Store, Office, School, Fence, Shed, Sign, Swimming Pool, Etc.

Size of Structure: \_\_\_\_\_ (square feet/cubic feet) Height of Structure: \_\_\_\_\_ (stories or feet)

Distance - Street Line to Front Line of Structure: \_\_\_\_\_ (feet) Distance - Side Lot Line to Structure: \_\_\_\_\_ (feet)

Estimated Cost: 9466

Remarks - Please indicate scope of work: REPLACE CURRENT TUBE W/ SHOWER

STALL

Herewith are filed the specifications that describe the work in question and as shown on the plans above submitted.

In making the application, the undersigned agrees to obey the Fox Point Building and Zoning Codes pertaining to the erection of all structures and also agrees to obey all other ordinances of the Village of Fox Point.

The undersigned, owner or being duly authorized so to do, hereby gives express authorization to the Village of Fox Point, its officers, agents and employees, to enter upon the premises herein described and fill up any excavation, or tear down, remove or enclose the unfinished structure for which a permit is herein requested in the event of cessation of the building, whenever the Building Inspector shall determine that such premises in the unfinished condition of the structure are dangerous to members of the public, including children, even though trespassers. The undersigned further hereby waives all statutory notices and consents to the determination by the Village Board and the levy and placing upon the tax roll of a special assessment in the amount of the cost to the Village, including customary Village overhead charges incurred in filling up any such excavation or tearing down, removing or enclosing any such unfinished structure.

We hereby agree to provide a house number plate or sign readily observable from the public highway which will be installed not less than 15 days after the structure is occupied.

Owner of Structure: KATHLEEN A. SHERMAN Architect/Contractor: AMERICA'S BATH CO.

Address: 108 E. CALUMET RD Address: 28080 W. COMMERCIAL AVE

City: FOX POINT State: WI Zip: 53217 City: LAKE BARRINGTON State: IL Zip: 60010

Telephone: 414-350-7856 Telephone: 855-454-3700

Email Address: KATES@VISUALIMP.COM Email Address: CSC.AMERICASBATH.COM

Dwelling Contractor Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Dwelling Contractor Qualifier Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Permit Fee: 90.00 Receipt No.: \_\_\_\_\_ 2-5-8-18

Applicant Signature: [Signature] Date Application Approved: \_\_\_\_\_

VILLAGE OF FOX POINT  
7200 N. SANTA MONICA BLVD  
FOX POINT WI 53217

414-351-8900

Receipt No: 9.000037

May 8, 2018

108 e calumet rd

Previous Balance:	.00
LICENSES & PERMITS - BUILDING PERMIT	90.00
24-44460 BUILDING PERMIT	

---

Total:	90.00
--------	-------

CHECK	Check No: 5978	90.00
	Payor: kathleen sherman	

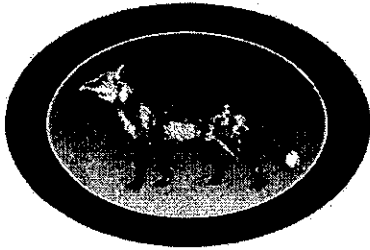
---

Total Applied:	90.00
----------------	-------

---

Change Tendered:	.00
------------------	-----

05/08/2018 1:28 PM



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL  
7200 N. SANTA MONICA BLVD.  
FOX POINT WI 53217-3505  
414-351-8900  
FAX 414-351-8909

**CAUTIONARY STATEMENT TO OWNERS  
OBTAINING BUILDING PERMITS**

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

- (a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.
- (b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

KATHLEEN A. SHEERMAN  
Homeowner's Name - PRINTED

108 E. CAUMMETT RD  
Fox Point Property Address

[Signature]  
Homeowner's Signature

5/8/2018  
Date



28080 W Commercial Avenue  
Lake Barrington, IL 60010  
1-855-454-3700  
cs@americasbath.com  
www.americasbath.com

**CUSTOMER INFO**

NAME: KATE SHERMAN  
ADDRESS: 108 E. CALUMET RD  
CITY/STATE/ZIP: FOX POUDR, WI 53219  
PHONE: 414-350-7856  
EMAIL: KATES@VISUALDIA.COM  
AGREEMENT DATE: 3-28-18 BY: Tom Schoen  
Building Type:  Single Family  Low Rise Condo (2 story only)

**Existing Conditions:**

Construction:  Slab  Subfloor   
Plumbing Supply:  Copper  Galvanized  CPVC  PEX  
Water shutoff location: \_\_\_\_\_

SHOWER PAN	SHOWER WALLS	TUB / SHOWER DOORS
------------	--------------	--------------------

Size 60 L 32 W  Neo Angle  
\*subject to measure verification  
 Right Angle  
 Color Pepper  
Pan Height:  High  Mid  Low  
Drain Location:  LH  CTR  RH  
Drain Finish:  C  BN  ORB  
 Safety Ramp - (match shower pan color)  
 Bench Package (includes custom glass)

Color Pepper  
Finish:  Gloss Smooth  Subway Tile  
 Stone (12x12)  Slate  Matte  
Panels To Ceiling?  Yes  No Height: 95 3/4  
 Ceiling Panel (color to match walls - glass finish only)  
 Cut hole in ceiling panel for existing light  
 Window Trim Kit Size W H D  
 Custom Panel Sizes for wrapping needed  
(note sizes below & draw out on measure sheet)

Finish:  C  BN  ORB  
Glass:  Clear  Obscure  Rain  
 Standard Slider 1/4" 70 3/4 tall (48, 54, 60)  
 1/4" Slider upgrade - 76 3/4 (48, 54, 60)  
 Slider 3/8" upgrade - 70 3/4 (48, 54, 60, 72)  
 3/8" Slider upgrade - 76 3/4 (48, 54, 60, 72)  
 Swing Door for (32, 34, 36, 42) Pans  
Note:  Hinge on right  Hinge on left  
 Fixed Panel Swing - 48" or 60" only - 3/8"  
 Barn Door - Clear 3/8" Glass only  
 Neo Angle / Right Angle Kits - Semi - 1/4"  
 Custom Glass - See Custom Glass Addendum

**REPLACEMENT TUB**

American Standard White Tub:  
 60 x 30 x 18  60 x 32 x 18  
Kohler Devonshire Upgrade (60 x 32 x 20):  
 Standard  Whirlpool  
Drain Finish:  C  BN  ORB  
Drain Placement:  LH  RH

**SOAP / SHAMPOO SHELVES**

Small Caddy - QTY \_\_\_\_\_ Color \_\_\_\_\_  
 Large Caddy - QTY 1 Color SAME  
 Corner Soap Shelf - QTY \_\_\_\_\_ Color \_\_\_\_\_  
 Shave Shelf - QTY \_\_\_\_\_ Color \_\_\_\_\_  
 Wide Niche - QTY \_\_\_\_\_ Color \_\_\_\_\_  
 Tall Niche - QTY \_\_\_\_\_ Color \_\_\_\_\_  
 Small Side Shelf - QTY \_\_\_\_\_ Color \_\_\_\_\_  
 Large Side Shelf - QTY \_\_\_\_\_ Color \_\_\_\_\_  
\*Mark "SAME" if shelf color to remain same as walls

**SHOWER ROD (Curved Rod Only)**

Finish:  C  BN  ORB  
All rods are screwed in. No Rod Install With Shower Pan and/or

**SEATS**

18" Corner  14" Corner  
 16" x 26" Seat (placed opposite plumbing wall)  
Seat Color SAME  
Moen Teak Fold Down:  Silver  Bronze

**TRIM**

Outside Corner \_\_\_\_\_ Feet  
 Inside Corner \_\_\_\_\_ Feet  
 Edge Cap \_\_\_\_\_ Feet  
 Crown \_\_\_\_\_ Feet  
 17/8"  3"  
 Chair Rail \_\_\_\_\_ Feet  
 Shoe \_\_\_\_\_ Feet  
\*color of trim to match wall panel colors

**TUB/SHOWER FAUCET**

Finish:  C  BN  ORB  
 Moen Brantford Collection - Posi Temp  
 Moen Eva Collection - Posi Temp  
 Moen Kingsley Collection - Moentrol  
 Moen Voss Collection - Moentrol  
Diverter Upgrade:  
 Neck Mounted (includes handheld / head)  
 In-Line (includes handheld / head / drop el)  
 Annex (includes handheld / head / slidebar)  
Extras:  Handheld (Single Function)  
 Rain Head (18" W/ Curved Arm)  
 Slide bar (includes handheld)  
(we do not install customer supplied plumbing fixtures)

**GRAB BARS**

18" Grab Bar Quantity 1  
 24" Grab Bar Quantity \_\_\_\_\_  
Finish:  C  BN  ORB

**ADDITIONAL SERVICES (Extra Charges Apply)**

Soffit Removal (requires ceiling panel)  Plumbing Relocation  Plaster / Lath Walls  Mud Set Walls  Mosaic Inlay  
 Drum Trap Removal (\*subject to additional charges depending on accessibility)  Enlarging Shower Pan / Tub (requires extra charge for partial plumbing move)

**COMMENTS (our installers only perform the work as it's indicated on this agreement - make sure the details are here)**

By signing, Customer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing any of the terms of this Agreement. Customer(s) acknowledges that Customer(s) (1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement, including the two accompanying Notices of Cancellation, on the date first written above and (2) was orally informed of Customer's right to cancel this Agreement. Estimated Start: 4-30-18 Estimated Completion: 6-30-18

Customer Signature: [Signature] Date: 3/28/18  
Company Rep Signature: [Signature] Date: 3-28-18

AGREEMENT PRICE & PAYMENT	
Total Price: \$	<u>9466.00</u>
Down Payment: \$	<u>3155.00</u>
Balance Due: \$	<u>6311.00</u>
<small>(due on day of completion to install team)</small>	
Finance Plan#	<u>CASH</u>

Credit Card#	Exp:	Code:
Customer Signature For Credit Card:	Date:	
<small>3% surcharge for all credit cards - by signing, customer accepts this will be added to all payments made by credit card</small>		

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

Revision 3/18/18

PURCHASE AGREEMENT

## America's Bath Company Terms & Conditions

The following terms and conditions are applicable to all ABC projects unless otherwise agreed to in writing.

1. **Warranty:** All projects come with a 5 year warranty on workmanship within shower/tub area only as explained in separate warranty card. All products supplied by ABC are warranted by their respective manufacturer and customer to be provided with copies of such warranties at time of installation or in advance.
2. **Cleaning & Care:** ABC recommends standard non-abrasive household cleaning products. See respective manufacturer for details.
3. **Installation Standards:** Our standard installation process includes stripping old shower down to studs and subfloor and then building it back by setting shower pan in adhesive, installing green board (mold resistant drywall) on the walls and then the products you purchased over it. Wait 24 hours before use.
4. **Installation:** For liability reasons, customer must be present for installation. If customer is not present when a decision needs to be made regarding personal preference issues / changes, then customer accepts the decision made by ABC.
5. **Drywall / Painting:** ABC does not finish drywall or paint. ABC does not employ drywall finishers or painters. In rare circumstances, we may coordinate such services on customers behalf by sub-contracting the work, the details of which shall be written on our "Request For Additional Services Addendum".
6. **Payment:** Unless otherwise agreed to in writing, 1/3 of the Agreement price is due at signing. The balance being due on day of completion.
7. **Custom Shower Glass:** Custom shower glass is installed 3-5 weeks after the initial work is completed. Customer will be required to pay the final balance due less 10% at that time. On the day custom shower glass is installed, the remaining balance will be due. Additional terms outlined on glass addendum.
8. **Financing:** ABC offers consumer financing through 3rd parties for qualified buyers and is available at time of Agreement. ABC does not make credit decisions.
9. **Change orders:** The Agreement price is the price for the project unless customer makes a written change order request outside the scope of the original Purchase Agreement including pattern layout, material changes, repairs, remediation, additional design work, etc. or as outlined in Paragraph 10.
10. **Existing Issues:** ABC is not responsible for existing issues that may be uncovered once demo of existing area has taken place. Subsequently, this Agreement does not cover the repair of such issues. These issues may include mold, wood rot, termites, broken floor joists, damaged windows, damaged exterior sheathing, bad insulation, inaccessible drum traps, defective (rusted out / cracked / leaking / clogged) plumbing parts / drains. Customer will be made aware of such issues at time of discovery and subsequently management will work with customer to determine best course of action for repairs along with associated costs.
11. **Mold:** ABC is not a mold remediation company and is not responsible for the removal of mold. If it's surface mold, ABC can treat it with a spray, but beyond that, management will work with customer to determine best course of action for repairs along with associated costs.
12. **Damage:** If ABC, during the course of the project damages customers home, ABC will make appropriate repairs to remedy such damage. This remedy may not take place until a later date so the repair can be scheduled with the appropriate trade. **Exception:** We will not repair or replace broken floor tile where old tub/shower meets floor. We do not know how this tile was installed and subsequently, despite our best efforts, the tile may become damaged/cracked. We are not responsible for the repair of hairline cracks or nail pops that may have occurred during construction as this is a bi-product of remodeling.
13. **Saving Tub:** If customer elects to save their tub, ABC will NOT replace tub drain or overflow. In addition your tub may not be level, so our installers will do the best they can to install the wall panels to our standards. Not responsible for tub damage.
14. **Special Orders:** Everything we sell is a special order and customer is financially responsible for it - no returns.
15. **Trash Removal:** Agreement includes price of trash removal.
16. **Cleanup:** ABC will clean up after themselves daily and upon completion of the project, however ABC is not liable for dust or detailed cleaning.
17. **Insurance:** ABC to carry insurance and provide proof upon customer request.
18. **Delays:** ABC cannot be held financially liable for delays of any kind related to the installation date, number of days of installation, or employee error. As a normal business practice, ABC works on a planned schedule, however from time to time there may be uncontrollable events that may require the schedule to change such as acts by mother nature, employee injury or sickness, unexpected existing customer issues, arrival of incorrect or damaged material from manufacturer, mistake made in the field, etc. No credits will be issued of any kind as a result.
19. **Rescheduling:** If customer reschedules their project less than 21 days from scheduled date, customer will incur a \$1,000 fee unless such reschedule is a result of Act of God or medical emergency.

24. **Problems and Inquiries:** Customer understands they may direct unresolved issues to ownership at 847-262-3029 or cs@americasbath.com
25. **Non- Payment / Collections:** Should default be made in payment of Agreement, all discounts will be reversed, and ABC has the right to file a lien against customers property in addition to adding 18% (eighteen percent) per annum (1.5% monthly) to unpaid balances. Furthermore, if placed for collection, ABC has the right to collect attorney fees, filing fees, court costs, and any additional costs related to the collection of the debt from customer including a \$500 administrative fee. ABC begins charging interest 3 business days after work is complete and begins collection procedures within 15 calendar days of default.
26. **NO VERBAL CONTRACTS:** IF THE ITEM/SERVICE IS NOT WRITTEN ON THE FRONT OF THIS AGREEMENT OR APPROVED CHANGE ORDER, IT IS NOT PART OF THIS AGREEMENT UNDER ANY CIRCUMSTANCE AND CUSTOMER UNDERSTANDS SUCH. WE DO NOT OPERATE WITH VERBAL CONTRACTS OR VERBAL PROMISES. MANY ITEMS ARE DISCUSSED DURING THE CONSULTATION, HOWEVER, THAT DOES NOT IMPLY A CONTRACTUAL OBLIGATION UNTIL IT IS IN WRITING.
27. **No Friday or Saturday Installs:** We do not perform / start installations on Friday's or Saturday's under any circumstance.
28. **Final Approval:** ABC management reserves the right to cancel Agreement upon receipt for any reason.
29. **Choice of Law:** This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois. Venue for any litigation shall be the Circuit Court of Lake County, Illinois.

**Agreement:** The agreement constitutes the entire agreement between the parties and may only be changed by written agreement both parties.