



EMBRACE OPPORTUNITY
HONOR TRADITION

Village President
Mike Reid, Jr.

Village Trustees
Heather Fodor
Aaron Kelly
Toby Koth
Lionel Mott
Laura Pollastrini
Erik Robinson

Meeting Agenda
Business Development Commission
September 11, 2024, 6:30 p.m.
234 S. State St. Hampshire, IL 60140

1. Call to Order
2. Public Comments
3. Review of Meeting Minutes from August 14, 2024
4. Downtown Signage
5. Beautification Committee Report
 - A. Updates on approved façade applications
 - B. Fiscal Year 2025 Façade Grant Application – Review & Recommendation
 - i. Multiple Businesses – 124-172 S. State St.
 - ii. The Kave – 123 Washington Ave.
6. Update On New Businesses and Existing Businesses in the Village
7. New Business
8. Adjournment

VILLAGE OF HAMPSHIRE

234 S. State Street, P.O. Box 457, Hampshire, IL 60140-0457
847-683-2181 phone / 847-683-4915 fax

hampshireil.org

Attendance: By Public Act 101-0640, all public meetings and public hearings for essential governmental services may be held by video or tele conference during a public health disaster, provided there is an accommodation for the public to participate, and submit questions and comments prior to meeting. If you would like to attend this meeting by Video or Tele Conference, you must e-mail the Village Clerk with your request no later than noon (12 PM) the day of the meeting. A link to participate will be sent to your e-mail address, including all exhibits and other documents (the packet) to be considered at the meeting.

Recording: Please note that all meetings held by videoconference will be recorded, and the recordings will be made public. While State Law does not require consent, by requesting an invitation, joining the meeting by link or streaming, all participants acknowledge and consent to their image and voice being recorded and made available for public viewing.

Accommodations: The Village of Hampshire, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons.

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Village of Hampshire
Business Development Commission
Wednesday August 14, 2024 – 6:30 PM
Hampshire Village Hall
234 S State St. Hampshire, IL 60140

MEETING MINUTES

The regular meeting of the Business Development Commission of Hampshire was called to order by Commissioner Martin in person on August 14th, 2024.

1. Call to order at 6:33 pm

In-person: Commissioners Liz Martin, Bill Swalwell, David Pizzolato, Karen Trzaska, Jill Van Reit, Trustee Aaron Kelly, and Assistant Village Manager for Development Mo Kahn.

Virtual: None

Roll call confirmed - (quorum established)

2. Public Comments:

- None

3. Meeting Minutes Approval From July 10th, 2024:

- Commissioner Pizzolato moved to make a motion to approve the meeting minutes from July 10th, 2024.
 - Second by Commissioner Trzaska
 - Motion carried by voice vote:
 - Ayes: Martin, Swalwell, Trzaska, Kelly and Pizzolato
 - Nays: None
 - Abstained: Van Reit

4. Downtown Signage

- The Commission discussed the approval that was voted on by the BDC to change the current signage ordinance in late 2023 but has not yet been voted on by the Planning & Zoning Commission. Assistant Village Manager Kahn presented the research of the sign size/area allowance for nearby communities and drafted language for the BDC to review and provide recommendations that would prohibit any future internally illuminated or backlit wall signs in the downtown area.
- The Village staff has drafted proposed text amendment to Sec. 6-12-2 of the Hampshire Zoning Ordinance that regulates prohibited graphics in the Village. The language reads

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that internally illuminated or backlit wall signs will be prohibited in the Downtown Special Graphics Area, which are defined by the following streets:

1. State Street from Allen Road to Jackson Avenue
 2. Washington Avenue from State Street to Elm Street
 3. Jefferson Avenue from Park Street to Elm Street
 4. Rinn Avenue from Park Street to State Street
- In addition, the Village staff also eliminated festoon lighting as a prohibited graphic as the Village has installed its own festoon lighting in the downtown area. Additionally, the Village has adopted outdoor lighting regulations, which will regulate lights such as festoon lighting so as not to be a nuisance.
 - Commissioner Pizzolato moved to make a motion to approve the meeting minutes from July 10th, 2024.
 - Second by Commissioner Swalwell
 - Motion carried by voice vote:
 - Ayes: Martin, Swalwell, Trzaska, Van Reit, Kelly and Pizzolato
 - Nays: None
 - The proposed changes will be sent to the Village Board for approval and any changes to the ordinance for sizing of signage will be discussed at September's meeting.
5. Beautification Committee Report
- A. Commissioner Swalwell presented that the following facade application updates as follows:
- Stitching on State – The project is complete.
 - The Kave – Their revised façade application for the second story window work will be discussed under agenda topic 5b.
 - State Farm Insurance – The proof has been sent to the BDC for approval and will be discussed under agenda topic 5b.
 - Farmers Insurance – This project is complete.
- B. Fiscal Year 2025 Façade Grant Application – Review & Recommendation
- The BDC discussed the façade grant applications submitted by the following businesses:
 - Delta Yoga – 184 S. State St.
 - Commissioner Trzaska moved to make a motion to award a façade grant in the amount of \$1,120.35 to the business at 184 S. State St.
 - Second by Commissioner Martin
 - Motion carried by voice vote:
 - Ayes: Martin, Swalwell, Trzaska, Van Reit, Kelly and Pizzolato
 - Nays: None
 - Multiple Businesses – 124-172 S. State St.
 - The BDC discussed the project and like the direction of restoring the accents that are being proposed. The BDC will table a recommendation until September, as they would like the applicants for all properties to approve the work and have an itemized quote for the work.

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- State Farm – 185 S. State St.
 - Commissioner Pizzolato moved to make a motion to award a façade grant in the amount of \$2,692.50 to the business at 185 S. State St.
 - o Second by Commissioner Trzaska
 - o Motion carried by voice vote:
 - Ayes: Martin, Swalwell, Trzaska, Van Reit, Kelly and Pizzolato
 - Nays: None
 - Style on State – 165 S. State St.
 - Commissioner Pizzolato moved to make a motion to award a façade grant in the amount of \$20,475.00 to the business at 165 S. State St., which is contingent on the project quote including materials.
 - o Second by Commissioner Trzaska
 - o Motion carried by voice vote:
 - Ayes: Martin, Swalwell, Trzaska, Van Reit, Kelly and Pizzolato
 - Nays: None
 - The Kave – 123 Washington Ave.
 - The BDC discussed the project proposal to address the replacement of the current second story windows. There was concern by the Commission that the current windows that are boarded up on the west and south sides of the building were not being addressed. In addition, their current quote is not itemized.
 - Since this is the business owner (already awarded one grant) submitting the second project, the BDC would like the owner to consider replacing all the windows on the second floor and receiving 2-3 quotes to see if that is feasible.
 - If they want to proceed with their application for the current replacement of the windows on the north and east side of the building, the BDC requests that an itemized quote is provided.
- o The following motions that were made will be passed on to the Village board for final approval.

6. Food Truck/Trailer Regulations

- Assistant Village Manager for Development Kahn discussed that there is concern with current businesses in the Village that food trucks are impacting their businesses and should changes be made to the current ordinance.
- The BDC discussed the topic at length and felt that competition is good and should result in all businesses in Hampshire evaluating what changes they can make to drive consumer traffic.
- The Village is evaluating any changes that may be needed to the existing ordinance and will take the BDC's position under advisement in the event any changes are made.

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7. Update on New or Existing Businesses in the Village

- None

8. New Business

- None

9. Adjournment

- Commissioner Pizzolato moved to make a motion to adjourn at 9:35 pm.
 - Second by Commissioner Kelly
 - Motion carried by voice vote:
 - Ayes: Martin, Swalwell, Trzaska, Van Reit, Kelly and Pizzolato
 - Nays: None

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Agenda Supplement

TO: Business Development Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Business Development Commission Meeting on September 11, 2024
RE: Sign Size/Area in Downtown Special Graphics Area

Background: The Business Development Commission has discussed amending the size/area of a sign allowed in the Downtown Special Graphics Area. The Downtown Special Graphics Area is defined by the following streets:

1. State Street from Allen Road to Jackson Avenue
2. Washington Avenue from State Street to Elm Street
3. Jefferson Avenue from Park Street to Elm Street
4. Rinn Avenue from Park Street to State Street

At the August 14, 2024 BDC meeting, the Commission requested staff to provide renderings of different sign sizes for comparison.

Analysis: Village staff has provided the attached sign rendering to compare different sign sizes on a 25 ft. wide by 30 ft. tall building, with a façade area of 750 ft.². The 25 ft. width was chosen based on the width of existing buildings in the downtown area being similar. Based on previous research of other towns, Village staff has provided renderings for five different sign allowances:

1. Sign A: 1 ft.² per lineal foot of building frontage - 25 ft.²
2. Sign B: 2 ft.² per lineal foot of building frontage - 50 ft.²
3. Sign C: 3 ft.² per lineal foot of building frontage (This is the current regulation) - 75 ft.²
4. Sign D: 10% of building façade area - 75 ft.²
5. Sign E: 20% of building façade area - 150 ft.²

Documents Attached:

1. Sign Rendering

J=2111.

□ = 1 ft.²

FACADE = 25' W x 30' H
SA FR = 750 ft.²

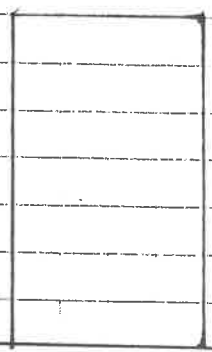
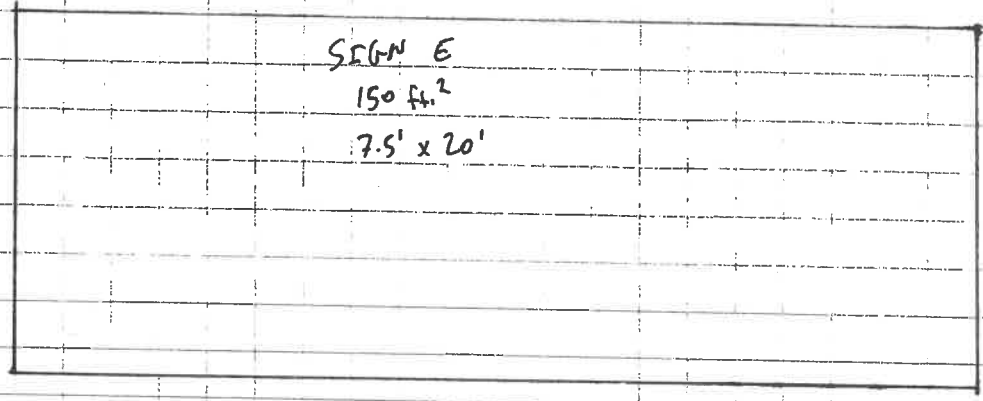
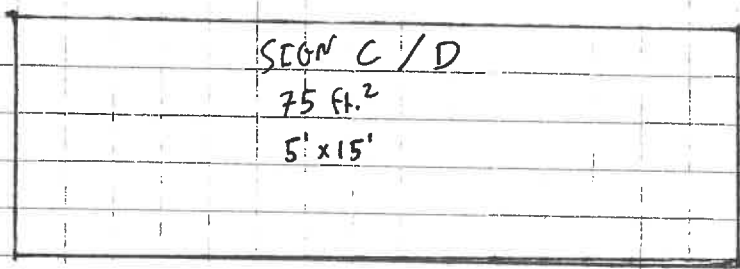
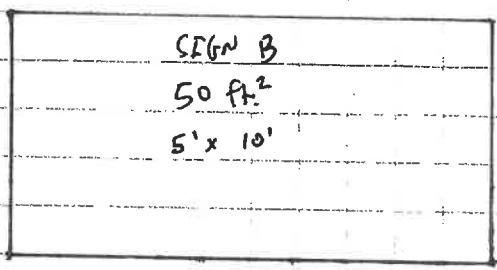
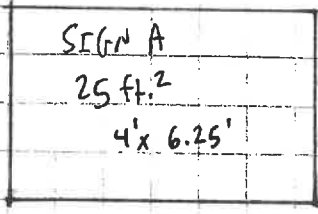
SIGN A = 1 ft.² per linear foot
of bldg. frontage

SIGN B = 2 ft.² per linear foot
of bldg. frontage

SIGN C = 3 ft.² per linear foot
of bldg. frontage
(current regulations)

SIGN D = 10% of Facade Area

SIGN E = 20% of Facade Area





Village of Hampshire
234 S. State Street, Hampshire IL 60140
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Agenda Supplement

TO: Business Development Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Business Development Commission Meeting on September 11, 2024
RE: FY2025 Façade Grant Application - Consideration & Recommendation

Background: The Village offers a Façade Grant program for businesses in the Downtown area that seek to renovate and refresh the building's street facing façade. For Fiscal Year 2025, \$50,000 in potential grants was budgeted. At the previous BDC Meeting on August 14, 2025, the BDC recommended awarding a total of \$24,287.85 for three grant applications. This results in \$25,712.15 remaining in grant funding.

Analysis: The Village has two pending grant applications for the Façade Grant program. Both were reviewed at the BDC meeting on August 14, 2025, where the BDC requested additional information and/or changes to the scope of work before making a recommendation on any potential grant award. The table below provides a summary of the proposed improvement, project amount, and potential grant amount to be awarded for the two pending grant applications:

Business	Address	Project Description	Project Amount	50% Award Amount	75% Award Amount
Multiple Businesses	124-172 S. State	7 Concrete /Stone Exterior Roof Finials	\$3,055	\$1,527.50	\$2,291.25
The Kave	123 Washington	Windows	\$16,925	\$8,462.50	\$12,693.75
			Total:	\$9,990	\$14,985
			Remaining:	\$15,722.15	\$10,727.15

Documents Attached:

1. Multiple Businesses - Façade Grant Application
2. The Kave - Façade Grant Application



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FAÇADE IMPROVEMENT PROGRAM APPLICATION

Collective facade work

Applicant Information:

Name: Embassy Const., Inc. Phone: [REDACTED]
Address: PO Box 760, Hampshire Il. 60140 Email: [REDACTED]

Property Owner Information (if different from applicant): (collectively)

(4) Name: Copper Barrel, Hampshire Social, Phone: [REDACTED]
Address: Dreyfeller + Kray & Peterson Fuels Email: [REDACTED]

Property Information: encompassing 4 business owners collectively

Business Name: Co Copper Barrel, etc. Total Eligible
Expenses: \$ 3,055.00
Address: 172 - 124 S. State St. Parcel Identification
Number: 0121479015 above all 4 exterior facades
co: State + Oak, LLC

Proposed Improvements (Check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Brick Cleaning | <input checked="" type="checkbox"/> Original architectural features repair and replacement <u>7 concrete/stone exterior finials</u> |
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Exterior doors |
| <input type="checkbox"/> Tuck Pointing | <input type="checkbox"/> Windows and window frames |
| <input type="checkbox"/> Exterior Lighting | <input type="checkbox"/> Shutters |
| <input type="checkbox"/> Painting | <input type="checkbox"/> Stairs, porches, railings |
| <input type="checkbox"/> Streetscape elements | <input type="checkbox"/> Roof |
| <input type="checkbox"/> Wall facade repair or improvement | <input type="checkbox"/> Exterior improvements for ADA |
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Other: _____ |

Description of proposed work:

Furnish & install (7) Seven stone finials to the upper exterior facade of 4 business. 172, 148, 140, & 124 S. State St, Hampshire (custom finial casing -molding to replicate existing).

Acknowledgement:

I agree to comply with the guidelines and standards of the Village of Hampshire facade Improvement Assistance Program and I understand that this is a voluntary program under which the village has the right to approve or deny any project or proposal or portions thereof.

[Redacted Signature]

Applicant Signature

7.24.24

Date

LOREI A WARD - Embassy Construction, Inc.

Print Name

If the applicant is other than the owner, the owner must complete the following:

I certify that I am the owner of the property located at 172 State St, Hampshire Hampshire, IL, and that I authorize the applicant to apply for assistance under the Village of Hampshire Facade Improvement Program and undertake the approved improvements.

[Redacted Signature]

Signature

7.24.24

Date

Randall G. Stevenson

Print Name



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
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FAÇADE IMPROVEMENT PROGRAM APPLICATION

Applicant Information:

Name: GINA PEARSON Phone: [REDACTED]
Address: 123 WASHINGTON AVE Email: [REDACTED]

Property Owner Information (if different from applicant):

Name: ORRIS RUTH Phone: [REDACTED]
Address: 152 SOUTH ST. Email: N/A.

Property Information

Business Name: THE KAVE Total Eligible
Expenses: \$16,925.00
Address: 123 WASHINGTON AVE Parcel Identification
Number: _____

Proposed Improvements (Check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Brick Cleaning | <input type="checkbox"/> Original architectural features repair and replacement |
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Exterior doors |
| <input type="checkbox"/> Tuck Pointing | <input checked="" type="checkbox"/> Windows and window frames |
| <input type="checkbox"/> Exterior Lighting | <input type="checkbox"/> Shutters |
| <input type="checkbox"/> Painting | <input type="checkbox"/> Stairs, porches, railings |
| <input type="checkbox"/> Streetscape elements | <input type="checkbox"/> Roof |
| <input type="checkbox"/> Wall facade repair or improvement | <input type="checkbox"/> Exterior improvements for ADA |
| <input type="checkbox"/> Landscaping | <input checked="" type="checkbox"/> Other: <u>EXTERIOR ALUMINUM WINDOW WRAPPING AROUND ALL WOOD TO THE BRICK & ALL TOP ARCHES WILL ALSO BE WRAPPED.</u> |

Description of proposed work:

INSTALL 9 NEW WINDOWS - 7 FACING
WASHINGTON AVENUE (N) & 2 WINDOW
FACING MAPLE (E). WRAP ALL WOOD &
ARCHES AROUND WINDOWS IN BLACK
ALUMINUM & CAULK w/ QUAD CAULKING.

Acknowledgement:

I agree to comply with the guidelines and standards of the Village of Hampshire facade Improvement Assistance Program and I understand that this is a voluntary program under which the village has the right to approve or deny any project or proposal or portions thereof.



Applicant Signature

APRIL 8, 2024

Date

GINA PEARSON

Print Name

If the applicant is other than the owner, the owner must complete the following:

I certify that I am the owner of the property located at 123 WASHINGTON AVE.
Hampshire, IL, and that I authorize the applicant to apply for assistance under the Village of
Hampshire Facade Improvement Program and undertake the approved improvements.



Signature

APRIL 8, 2024

Date

ORRIS C. TRUTH

Print Name

Facade Improvement Program Committee,

The Kave and the Ruth family are celebrating 88 years of serving Hampshire! That is a lot of Old Style! As we celebrate, we also are continuing to look at the ongoing list of repairs needed on one of Hampshire's oldest Downtown buildings. We are so thankful for last year's grant that we were awarded and we continue to get compliments on the visual improvements of the building. We truly could not have done it without the support of this program.

As the new fiscal year has begun and the new opportunity has been available, we would once again like to request another grant from this committee. Next on the check list for The Kave are the upper 9 windows, which will be wrapped in maintenance free aluminum. Both the window and the aluminum will be black to match our facade improvements from last year.

We are excited to move forward on yet another big project on Big Red! We hope that The Kave fits the criteria for the current Facade program.

Thank you for your time,

David Ruth and Gina Pearson

**MLE ENTERPRISES
PINGREE GROVE, IL
815-375-8989**

TO: THE KAVE
123 WASHINGTON AVE
HAMPSHIRE, IL 60140

APRIL 5TH, 2024

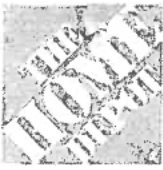
**PROPOSAL & SCOPE OF WORK FOR FACADE IMPROVEMENT AT THE
KAVE**

- REMOVE AND DISPOSE OF 9 EXTERIOR WINDOWS ON 2ND FLOOR OF BUILDING. (7 windows facing Washington & 2 windows facing Maple Pl)
- REPLACE DAMAGED JAMBS OR SILLS AS NEEDED
- PROVIDE AND PROFESSIONALLY INSTALL 9 AMERICAN CRAFTSMAN CASEMENT WINDOWS. (BLACK EXTERIOR VINYL CLAD)
- WRAP EXTERIOR WOOD AND TOP ARCH WITH BLACK ALUMINUM. CAULK EVERYTHING IN WITH BLACK QUAD EXTERIOR CAULK AS NEEDED.

TOTAL BID INCLUDES ALL WINDOWS MATERIALS, LABOR & SUPPLIES

TOTAL COST \$ 16,925.00

Thank you-
Matt Ellett
MLE ENTERPRISES, INC



The Home Depot Special Order Quote

Customer Agreement #: H1948-109284

Printed Date

Customer: MATTHEW ELLETT

Address: 14N682 TIMBER RIDGE DR
ELGIN, IL 60124

Phone 1: 815-375-8989

Phone 2:

Phone 3:

Email: MJELLETT1@GMAIL.COM

Store: 1948

Associate: CHARLES

Address: 251 Spring Hill Rd
Carpentersville, IL 60110

Phone: (847)783-0766

Pre-Savings Total:

Total Savings: (\$0.00)

Pre-Tax Price:

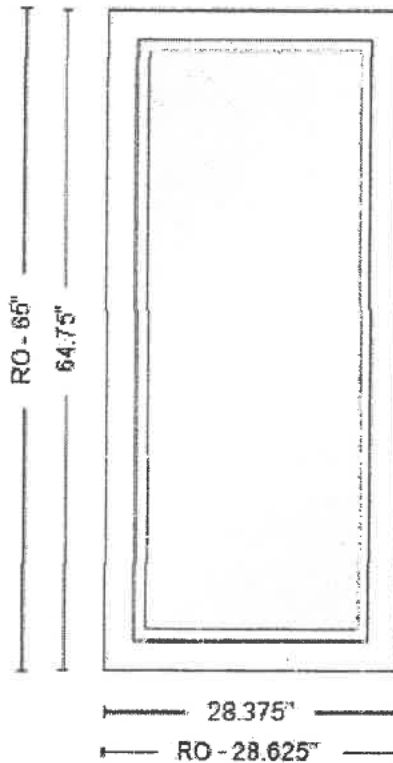
All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.

Item #	Item Description	Room Location	Unit Price	Qty	Total Price
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100-1	70 Series Buck Picture Window-70RCPW1 , Fixed , 28.375 x 64.75 , Black / White , FL# 17767	Second Floor			
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Catalog Version 120





Limited Lifetime Warranty

50, 60, & 70 Series Windows & Patio Doors

Please read this document carefully, as it contains important information to protect your purchase, should you encounter a manufacturing-related defect.

Agreement Terms

This "Agreement" is limited to these terms and conditions which form the entire agreement between the parties with respect to the Goods and the Warranty Program. Additional or different terms proposed by Customer or any attempt by Customer to vary in any degree any of the terms of this Warranty Program whether by invoice, quote, delivery tickets, payment or otherwise are hereby deemed a material alteration and notice of objection and rejection of such terms is hereby given.

"Customer" used hereinafter shall only include the initial Customer for American Craftsman Goods and the first consumer user of such Goods. The Warranty is not transferable beyond the first consumer user.

The term "Goods" used hereinafter shall mean and include all products, goods, materials, supplies, installation and equipment in connection therewith as identified in the American Craftsman Limited Lifetime Warranty. The "Goods" does not include (i) work performed by Customer or third parties, or (ii) any other products, goods, materials, supplies, equipment, and all installation services not performed by American Craftsman.

The "Purchase Date" is from the first date of invoice by American Craftsman for the Goods, unless the first consumer can provide a proof of purchase date of product.

"Specialty Goods" shall mean: special applications, including laminated, obscure, and decorative glass; simulated divided lites, and blinds between glass; laminated, painted, coextrusion, and cap stock vinyl colors; specialty units, including all bay/bow windows, garden windows, French doors and hinged doors.

Registration

We encourage you to register your American Craftsman product shortly after installation. Should you need to file a warranty claim, this information will be needed to assist with a proper resolution. Please register via the website www.americancraftsman.com/warranty or by email to amc@plygem.com.

Coverage

To qualify for coverage under this warranty the Goods must be installed in accordance with AAMA and local guidelines, and with American Craftsman installation instructions.

Frames and Sash

The vinyl frame and sash are warranted to be free from blistering, peeling, flaking, and decaying, under normal environmental conditions, for the length of time the customer resides in the home in which the Goods are installed. The coverage for Specialty Goods is limited to 10 years from Purchase Date.

Insulating Glass Units

The installed, sealed insulating glass unit is warranted to be free from material obstruction of vision on the internal surfaces of the insulating glass unit, for up to 15 years from Purchase Date. The coverage for Specialty Goods is limited to 10 years from Purchase Date. The insulating glass unit is also warranted to be free from stress cracks for up to one year from Purchase Date.

Components, Hardware, and other Mechanical Parts

Components, hardware, and other mechanical parts are warranted against breaking, peeling, flaking, rusting, blistering, for a period of 5 years from Purchase Date under normal environmental conditions. Torn or loose screen mesh is not covered.

Commercial Applications

If American Craftsman products are installed in a non-owner, multi-family occupied dwelling or one used for commercial purposes, the coverage on frame, sash and insulating glass units is 10 years from Purchase Date. The coverage for

components, hardware and other mechanical parts is 5 years from Purchase Date. For commercial applications, only, as defined above, this warranty is transferable one time, from original developer to building owner.

Claim Procedure

All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. To initiate a claim, visit www.americancraftsman.com/warranty.

Exclusions

This Warranty is made as of the Purchase Date and is not a warranty of future performance. Warranty notice periods begin on the Purchase Date. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Warranty, the remedies for approved warranty claims, include replacing defective parts (color matching not guaranteed), or, American Craftsman, at its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the product, excluding installation cost. Shipping and handling fees may apply. The remedies set forth in this Warranty are the sole and exclusive remedies available to Customer and sole and exclusive liability of American Craftsman for any claims arising out of or in connection with the Agreement, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. Removal of millwork, trim by others, finishing, refinishing, and disposal costs and services are not included.

General Conditions and Cancellation

The parties acknowledge that American Craftsman makes no guarantee or warranty as to the timely delivery of Goods or installation services.

If at any time, payment is not remitted to American Craftsman (regardless of whether Customer registered the Goods for the Warranty) when invoiced and due, American Craftsman may, at its sole discretion, at any time, suspend or void the Warranty, stop work, exercise any lien rights, offset any amounts owed by the Customer and enforce all other rights by contract, equity or law. Payment of the total purchase price is a condition precedent to American Craftsman's Warranty.

This Limited Lifetime Warranty is the only warranty, written or oral, express or implied, provided by American Craftsman. No dealer, employee, or agent of American Craftsman, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of American Craftsman. THE WARRANTIES SET FORTH IN THIS LIMITED LIFETIME WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER UNDER ANY FEDERAL OR STATE LAW. ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Lifetime Warranty. Any Goods or component not specifically subject to this Limited Lifetime Warranty is provided AS IS and without warranty. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY GOODS, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

American Craftsman reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts, components or materials may be replaced with an equivalent part at the sole discretion of American Craftsman. American Craftsman is not responsible for any color variation in the replacement part, component, or material.

Many standard Goods are labeled with the AAMA or Hurricane Impact Certifications. Certification is based on the performance of a sample(s) of the product at the time of manufacture. Many standard Goods are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to single products only; however certain

factory-mulled or combined product configurations may also be certified. Performance of individual Goods may vary and will change over time, depending upon the conditions of use. Certifications and NFRC ratings are not performance warranties.

American Craftsman will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of Goods. Windows and doors are only one element of a structure; American Craftsman does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Goods.

The Goods, including all products, goods, materials, supplies, equipment, windows and screens, are not designed, tested or certified to, and will not, prevent falls. Under no circumstances does American Craftsman represent or warrant that the Goods can be used for fall prevention; American Craftsman shall not be responsible or liable in any manner for damages or bodily injury associated with or related to the failure of the Goods to prevent falls.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL AMERICAN CRAFTSMAN BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS, LOSSES, DAMAGES, OR EXPENSES RELATED TO CUSTOMER'S INTERIOR EQUIPMENT, FURNISHING, OR PROPERTY INSIDE THE STRUCTURE, LOST PROFITS, LOSS OF INVESTMENT, BUSINESS INTERRUPTION OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THE AGREEMENT OR THE GOODS PROVIDED BY AMERICAN CRAFTSMAN UNDER THE AGREEMENT WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION.

In no event shall the liability of American Craftsman arising in connection with any Goods or activities provided under the Agreement exceed the actual amount paid by Customer to American Craftsman for the Goods or activities involved with any such claim.

Items NOT Covered by this Limited Warranty

This limited warranty is only applicable to Goods installed in the USA. This limited warranty gives the holder specific legal rights, which may vary, from state to state.

American Craftsman is not responsible for any costs incurred in the removal, replacement, installation, re-installation or repair of product or adjacent materials.

Damage, defects or failure of Goods resulting from causes outside of American Craftsman control are excluded from coverage under this Limited Lifetime Warranty, including, but not limited to the following:

- Storage, handling, installation by others, modifications by others, application or use of the Goods not in accordance with American Craftsman's instructions, specifications or building codes.
- The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes; exposure of the Goods to excessive heat and/or cold beyond naturally occurring conditions; and use in applications exceeding design standards.
- The failure to perform reasonable and necessary maintenance on the Goods.
- Stresses caused by building defects, settlement, or movement of the structure in which the Goods are installed.
- The application of harmful cleaning solutions or products including, but not limited to, brick wash, acetone, petroleum products or abrasive compounds.
- Fading and/or color variations caused by normal aging or weathering.
- The rusting or corrosion of Goods installed in proximity to coastal environments, unless the product is composed of appropriate stainless steel or other non-corrosive hardware in which case such Goods are warranted to be free from manufacturing defects that result in abnormal deterioration

of the finish for a period of five (5) years. Other hardware finishes are not warranted in coastal environments.

- Installation of the Goods outside of the United States.
- Minor blemishes in the glass that do not significantly impair the structure or vision through the glass, including glass curvature
- Condensation on the external surfaces of the window and/or glass.
- Misalignment, bow, twist and warp of grilles/muntins of 1/8" or less from appropriate position shall be excluded from the Limited Lifetime Warranty.
- Damage due to the transportation or installation of the glass product or Goods at altitudes more than 5,000 feet above or below point of manufacture, unless equipped with capillary or breather tubes.
- The very gradual, natural migration of inert gas used in insulating glass units.
- Damage incurred by reflection of solar energy from the product surface.
- Misuse, abuse, alteration by others, accident or negligence.
- Goods installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Warranty.

American Craftsman does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the Goods. American Craftsman does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

Thank you for choosing American Craftsman.

After your windows and/or doors are installed, be sure to register them online at www.amc-usa.com/american-craftsman-warranty-registration/.