



## GRANT APPLICATION

Austin Convention and Visitors Bureau  
Attn: Steve Genovesi, Senior Vice President,  
Sales 111 Congress Avenue, Suite 700  
Austin, Texas 78701  
Phone: 512-583-7259 Email:  
sgenovesi@austintexas.org

DATE: February 22, 2018

HISTORIC PROPERTY AND ADDRESS: The Millett Opera House  
110 E. 9th Street – Austin, TX 78701

APPLICANT'S NAME: The Foundation for the Preservation of the Historic Millett Opera House

APPLICANT'S ADDRESS: 110 E. 9<sup>th</sup> St – Austin, TX - 78701

NAME AND ADDRESS OF OWNER, IF DIFFERENT FROM APPLICANT: N/A

TAX I.D. NUMBER/TAX STATUS: 501 c-3 Non-Profit – Federal ID Number 47-4468309

PERSON PRESENTING REQUEST/CONTACT PERSON: Ken Richardson

ADDRESS: 110 East 9<sup>th</sup> Street – Austin, TX 78701

TELEPHONE NO. 512-477-9496

E-MAIL: kenr@austinclub.com

FAX NUMBER: 512-472-6328

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PROJECT NAME: Continuation of Window replacement.

DESCRIPTION OF PROJECT – PLEASE SUMMARIZE THE PROPOSED PROJECT. (IF DESIRED, APPLICANT MAY ALSO ATTACH AN ADDITIONAL SHEET MORE FULLY EXPLAINING THE PROJECT AND THE REASON FOR THE GRANT REQUEST.)

The request for this grant is to finish the replacement of windows associated with the previous grant application. This grant request is for the remaining 9 double pane windows.

PLEASE LIST HISTORIC DESIGNATIONS OF THE PROPERTY, AND IF LOCATED WITHIN A NATIONAL REGISTER OR LOCAL HISTORIC DISTRICT (PLEASE SPECIFY WHICH DISTRICT), AND IF THE PROPERTY IS CONTRIBUTING:

Downtown/Congress Ave. district. See application for documents.


AMOUNT OF FUNDING REQUESTED: \$39,480

AMOUNT OF MATCH OR VALUE OF IN-KIND MATCH: N/A

DO LIENS EXIST AGAINST THE HISTORIC PROPERTY? (X) YES      () NO

IF YES, DESCRIBE THE LIENS AND AMOUNTS: First lien (Frontier Bank of Texas) original lien for the purchase of property which was acquired by The Foundation on December 15, 2017. The current lien amount is \$2,500,000.

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(OWNER OR AUTHORIZED AGENT, AND TENANT IF APPLICABLE)  
Ken Richardson, Executive Director  
Foundation for the Preservation of the Historic Millett Opera House

#### REQUIRED ATTACHMENTS:

- 1) TOURISM JUSTIFICATION: Include substantiation of contribution to the tourism industry in Austin (i.e., annual summary of out of town visitation, copies of promotional material, list of promotional activities, hours of operations, tours provided, etc.).
- 2) HISTORIC DOCUMENTATION: Historic photograph(s) or other documentation (especially those showing the elevation(s) of the historic property where restoration, alterations, changes, and/or improvements are planned).
- 3) CERTIFICATE OF APPROPRIATENESS FOR CITY DESIGNATED LANDMARKS AND LETTER OF APPROVAL FOR STATE DESIGNATED LANDMARKS: Proof of approval for historic property alterations, if required. NOTE: If an approval is required, the Preservation Agreement with ACVB will not be executed until such documentation has been issued and provided to ACVB.
- 4) PROJECT BUDGET: Applicant must include a budget, specifying the major components of the restoration/preservation project with associated costs. Also include evidence of other sources of funding, i.e. your own or others' match, and the corresponding work to be performed with these funds.
- 5) THREE COMPETITIVE BIDS for the proposed work (in excess of \$5,000) must accompany the application.
- 6) PROJECT SCHEDULE: Phasing schedule and amount of funding required for each phase, if applicable.
- 7) PROOF OF OWNERSHIP/LEASE/AUTHORIZATION: Copy of the Deed or Will (if applicant is the owner) or documentation showing authorization from owner and any existing lease between owner and applicant.
- 8) INSURANCE: Proof of casualty, fire and federal flood insurance, if applicable.
- 9) PLANS AND SPECIFICATIONS OF PROPOSED WORK.
- 10) INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**51 c-3 Information  
Federal ID Number  
47 - 4468309**

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# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **Board of Directors**

**Michael Marks – Chairman**

**\*Curtis Fuelberg – President**

**\*Tom Spilman – Executive Vice President**

**Tom Kowalski – Second Vice President**

**Eric Sandberg – Treasurer**

**\*Terry Lyons – Secretary**

*\*Pictured*

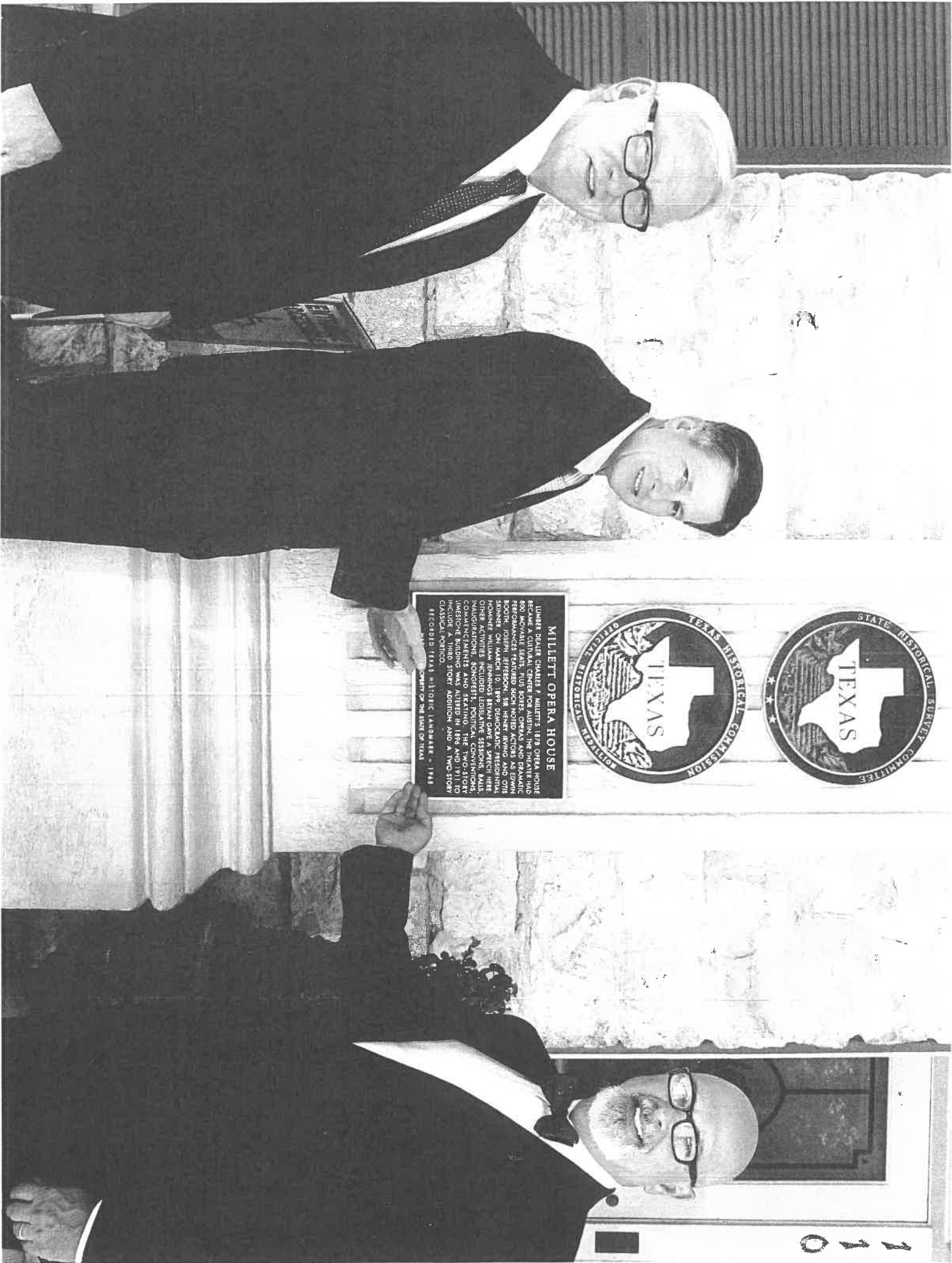
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**MILLETT OPERA HOUSE**  
LUMAS DENIS CHARLES Y. MILLETT'S 1878 OPERA HOUSE BECAME A THEATRE IN 1884. THE BUILDING WAS RENOVATED IN 1886 AND 1891. IT HAS BEEN USED FOR MANY PERFORMANCES FEATURING SUCH NOTED ACTORS AS EDWIN BOOTH, JOSEPH JEFFERSON, SIR HENRY IRVING AND OTIS SKINNER. ON MARCH 13, 1899, DEMOCRATIC PRESIDENTIAL NOMINEE WILLIAM J. BRYAN GAVE A SPEECH HERE. OTHER ACTIVITIES INCLUDING CONCERTS, POLITICAL CONVENTIONS, INAUGURATIONS, SONGFESTS, COMMENCEMENTS AND SEATING. THE TWO-STORY LIMESTONE BUILDING WAS ALTERED IN 1894 AND 1911 TO INCLUDE A THIRD STORY, ADDITION AND A TWO-STORY CLASSROOMS.  
RECORDED TEXAS HISTORIC LANDMARK - 1945  
GRANT OF THE STATE OF TEXAS



# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **Application Attachments**

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# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **Tourism Justification**

- Austin Club Hotel Accommodation Guest Nights
  - Preferred Partners
    1. Omni on 8<sup>th</sup> Street
    2. Aloft – Element
    3. Stephen F. Austin

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## **Hotel Accommodation Guest Nights (per year)**

***From Foundation and Austin Club Members  
and Their Associations/Organizations.***

1. Members (Associations, Corporations, Businesses) – 21,040
2. Weddings – 2,625
3. Members Personal – 3,118

Total Nights: 26,783

*\*Data collected and supported by a survey sent out on February 15, 2017.*



# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **Historic Documentation**

- Austin Landmark Plaque
- Federal Registration of Historic Places
- State of Texas Historic Survey Committee Marker
- Texas Historical Commission Official Historical Medallion
  - Austin Room Mural Booklet
  - The Austin Room Club Booklet
  - Website History

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MILLETT OPERA HOUSE  
HAS BEEN LISTED IN THE  
NATIONAL REGISTER  
OF HISTORIC PLACES  
BY THE UNITED STATES  
DEPARTMENT OF THE  
INTERIOR

1978





## MILLETT OPERA HOUSE

LUMBER DEALER CHARLES F. MILLETT'S 1878 OPERA HOUSE BECAME A CULTURAL CENTER FOR AUSTIN. THE THEATER HAD 800 MOVABLE SEATS, PLUS BOXES. OPERAS AND DRAMATIC PERFORMANCES FEATURED SUCH NOTED ACTORS AS EDWIN BOOTH, JOSEPH JEFFERSON, SIR HENRY IRVING AND OTIS SKINNER. ON MARCH 10, 1899, DEMOCRATIC PRESIDENTIAL NOMINEE WILLIAM JENNINGS BRYAN GAVE A SPEECH HERE. OTHER ACTIVITIES INCLUDED LEGISLATIVE SESSIONS, BALLS, INAUGURATIONS, SONGFESTS, POLITICAL CONVENTIONS, COMMENCEMENTS AND SKATING. THE TWO-STORY LIMESTONE BUILDING WAS ALTERED IN 1896 AND 1911 TO INCLUDE A THIRD STORY ADDITION AND A TWO-STORY CLASSICAL PORTICO.

RECORDED TEXAS HISTORIC LANDMARK - 1965  
MARKER IS PROPERTY OF THE STATE OF TEXAS



**Our website: [www.austinclub.com/history](http://www.austinclub.com/history)**



**The Austin Club**  
FOUNDED 1949



[Home](#) [History](#) [Membership](#) [Banquets](#) [Weddings](#) [Member's Area](#) [Employment](#) [Contact](#)



### Club History

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

► [Reciprocal Clubs](#)

► [Featured Download: History of The Austin Club and The Millett Opera House](#)



### Club History



The Millett Opera House, at 110 East Ninth Street, has been the home of The Austin Club since 1981. Built by city father Captain Charles F. Millett in 1878, the building was designed by leading architect Frederick E. Ruffini. When completed, the opera house was second in size and grandeur only to the Galveston Opera House. It had 800 moveable seats, balcony, private boxes and an exquisite hand-painted ceiling, a portion of which now hangs in the club's House Conference Room.

The building's 24-inch-thick limestone walls have stood the test of time and witnessed much revelry and history. In the late 1800's, Austin's 11,000 citizens made the building the social center of the city. The Opera House had programs ranging from medicine shows to legislative sessions while the new Capitol was being constructed. It also hosted church services, political conventions, graduations, dances and recitals, as well as opera and theater productions. Notables who performed in front of its kerosene footlights include John L. Sullivan, Williams Jennings Bryan, John Phillip Sousa, Lily Langtry, Joseph Jefferson, James O'Neill and John Wilkes Booth's brother, Edwin.

In 1896 the building was converted to a skating rink and household storage space. Subsequent owners included the Knights of Columbus, who added the front portico in 1911. In 1940 the Austin Public Free Schools purchased the property. It was threatened with destruction in 1956 but survived when a prominent printing and office supply company took out a long term lease and restored much of the first floor.

In 1979 the school system approved a 50-year lease to The Austin Club, which continued the extensive renovation and moved into its historic new quarters on December 15, 1980. It is fitting that The Austin Club is situated in such graceful surroundings. The club is the oldest in downtown Austin, having been founded in 1949 with 463 members. At the time the capital's population was only 132,459 and the tallest building was fourteen stories.

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

Share in the company of our distinguished membership, including top leadership in Texas business and government.

If you wish to join this tradition of prestige and excellence, please see [Membership Information](#).



**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**Certificate of  
Appropriateness**

- To be filed prior to start of construction

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

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## Application for Certificate of Appropriateness for a City Landmark or Local Historic District

Adopted December 2012

The Historic Landmark Commission (HLC) reviews proposed exterior and site changes to City Historic Landmarks and properties in Local Historic Districts to assist owners in retaining the character-defining architectural features of important historic sites and districts. An approved Certificate of Appropriateness from the HLC is required in advance of performing all non-routine exterior and site work, including installation of signage. Your building permit will not be released without an approved Certificate of Appropriateness review by the City HPO or the HLC.

A Certificate of Appropriateness is required for all non-routine exterior work, including alterations to historic materials or the visual appearance of a site or building façade. These include additions to existing buildings, construction of new buildings, re-painting of Landmarks with new colors, changes in roof color or materials, major landscape work including pools, and changes in sidewalks and driveways. HLC review is usually not required for ordinary maintenance work such as re-painting with existing colors and performing routine repairs using like materials. Please check with the City HPO if you are uncertain whether a historic review is required.

Submit your building permit application for zoning review first, and provide a copy of the reviewed and stamped application and site plan to the City HPO prior to review by the HLC to ensure that your plans conform to all applicable zoning regulations. **If a modification is required from the Residential Design and Compatibility Commission or Board of Adjustments, that approval must be obtained prior to review by the HLC.** This form does not substitute for other required permit review applications.

The City HPO may approve certain minor projects without a review by the HLC. Minor projects include the construction of one-story rear additions of less than 600 square feet, two-story additions not visible from the street, and pools, decks, fences, back porch enclosures or other minor features

### Submittal Requirements:

- ☒ 1. One set of dimensioned building plans, with the scale indicated on each sheet, including elevations, floor plan, site plan or layout, and a roof plan. Plans must indicate all proposed exterior and site changes (additions, alterations, new construction, or demolition). For changes and additions, the plan set must show existing and proposed conditions. Mechanical and electrical plans are not necessary.
  - a. Elevation sheets must specify all exterior building materials and finishes to be used, i.e., siding, roofing, windows, doors, fences, etc.
  - b. For review purposes electronic submittal of plans in PDF format is preferred. If hard copies are submitted original plans should be no larger than 11" x 17" and be of a good, reproducible quality. If you require a full-size set, these will be stamped for approval after review by the City HPO or HLC.
  - c. Material samples, specifications or manufacturer information may be requested by staff.
- ☒ 2. Color photographs of the structure and site. Include overall elevation views and close-ups of all affected areas being modified. Digital images submitted electronically are preferred

### Submittal Process:

1. Apply for a city building, demolition, and/or relocation permit and obtain zoning compliance approval from City Zoning Review staff.
2. Complete the application for a Certificate of Appropriateness for a City Landmark or Local Historic District with all required information, plans, and photographs, and review fee, payable by check to the City of Austin.
3. Submit all application materials to the City HPO per the submittal deadline schedule available on the HPO web site or at the HPO office.

**Preliminary Review by Certificate of Appropriateness Committee:** The Certificate of Appropriateness Committee is made up of three members of the HLC. Applicants may have their projects reviewed by this Committee prior to submitting for final review by the HLC. The Committee provides informal review of projects, may suggest revisions to plans and specifications to meet standards, and makes recommendations to the full HLC regarding applications.

**Historic Landmark Commission Meetings:** The HLC generally meets on the fourth Monday of every month at 7:00 p.m., unless otherwise announced. Applicants or their agent are advised to attend the meeting to present information to the Commission and to answer any questions the Commission may have regarding the project. Failure to attend a Commission meeting may result in a postponement or denial of your application.

**Reviewed plans:** Once reviewed by the HLC, the HPO staff will provide stamped copies of the reviewed plans to the applicant within 10 days after the meeting, unless further information is required by the Commission for release of the permit. No permit will be released until the required review by the City HPO or the HLC is complete, and no work may commence until the applicant obtains necessary permit(s).

**Fees:** All applications for review must be accompanied with the appropriate review fee per the City's permit fee schedule. If the application requires review by the Historic Landmark Commission an additional notification fee must be paid as well.





## **Application for Certificate of Appropriateness for a City Landmark or Local Historic District**

**Adopted December 2012**

### **GENERAL DESIGN GUIDELINES USED FOR REVIEW OF CERTIFICATES OF APPROPRIATENESS FOR CITY LANDMARKS**

The following guidelines, based upon the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties, are used to review projects in the National Register Historic Districts:

- The distinguishing original qualities or character of a property and its environment shall not be destroyed. Removal or alteration of any historic material or distinctive architectural features should be avoided.
- All properties shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
- Changes which have taken place in the course of time may have acquired significance in their own right, and shall be recognized and respected.
- Distinctive stylistic features or examples of skilled craftsmanship which characterize a property shall be treated with sensitivity.
- Deteriorated architectural features shall be repaired rather than replaced whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence.
- Surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- Contemporary design for alterations and additions to existing properties are appropriate when such alterations and additions do not destroy significant historic, architectural, or cultural material and are compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.
- Whenever, possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would not be impaired.
- The installation of protective or code-required mechanical systems shall be concealed whenever possible so as not to intrude upon or detract from the property's aesthetic and historical qualities except where concealment would result in the alteration or destruction of historically significant materials or spaces.
- Reconstruction of a part or all of a property shall be undertaken only when such work is essential to reproduce a significant missing feature in a historic district, and documentation exists to ensure an accurate reproduction of the original.

### **DESIGN STANDARDS USED FOR REVIEW OF CERTIFICATES OF APPROPRIATENESS FOR PROPERTIES IN LOCAL HISTORIC DISTRICTS**

Applications for Certificates of Appropriateness for properties in Local Historic Districts are reviewed based on the Preservation Plan and Design Standards adopted for each Local Historic District.



DATE of SUBMISSION:



## Application for Certificate of Appropriateness for a City Landmark or Local Historic District

Adopted December 2012

### Permit Information

For Office Use Only

BP- \_\_\_\_\_ PR- \_\_\_\_\_ C14H/LHD - \_\_\_\_\_

Property Name or LHD: \_\_\_\_\_ Contributing/Non-contributing

☐ RELEASE PERMIT ☐ DO NOT RELEASE PERMIT ☐ HLC REVIEW \_\_\_\_\_ FEE PAID: \$ \_\_\_\_\_

HISTORIC PRESERVATION OFFICE

DATE: \_\_\_\_\_

### Property Information

Address: \_\_\_\_\_

### Scope of Work

Replacement of 9 existing windows

### Applicant

Name: The Foundation for the Preservation of the Historic Millett Opera House

Address: 110 East 9th Street

City/Zip: Austin, TX 78701

Phone: 575-779-0186

Email: kenr@austinclub.com

### Owner

Name: The Foundation for the Preservation of the Historic Millett Opera House

Address: 110 East 9th Street

City/Zip: Austin, TX 78701

Phone: 512-477-9496

Email: \_\_\_\_\_

### Architect or Contractor Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Owner's Signature

Date

Applicant's Signature

Date

**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**Project Budget &  
Schedule**

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

## **Project Budget and Schedule**

Of the 3 proposed bids enclosed, we are recommending the following company be engaged to handle this project: Red River Restorations, to complete the project with this grant requesting funds for the remaining 9 windows.

**Red River Restorations (Mr. John Hindman) of Austin, TX.** Red River was selected due to the quality and historical correct design and build of proposed windows. Red River will build and install period style windows to historical standards. Mr. Hindman has an excellent reputation and personally oversees all phases of construction from removal of current windows to the build and install of new ones.

The Foundation is pleased to recommend and support and engage a local small business who takes pride in their workmanship.

The proposed budget is as follows:

**Grant Funded:** \$39,480

**Total cost of project:** \$39,480

The Project will begin with signing of proposed bid within month of grant being awarded.

# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **PROJECT BIDS**

- A. Red River Restorations
- B. SEMCO Windows and Doors
- C. Austin Historical

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*~ Wood Windows, Doors, & Fine Wood Working ~*

*Revised January 8, 2018*

***Window Fabrication Proposal for The Austin Club/ Historic Millet Opera House***

- All wood material will be Mahogany (sashes, jambs, sills, stop, bead)
- Apply borate based preservative to bare wood (prevention of rot and insect damage)
- Weather stripped with concealed interlocking weather stripping
- Glass is Double Pane Low-E w option for 1/8" Double Strength Glass
- Prime/paint sashes, jamb, stop, parting bead
- Sarco glazing, hand painted lines
- Spiral balances for bottom sashes – bottom only will function
- Cast Iron sash locks included
- We will remove existing windows and install new windows
- Red River will install using existing interior trim. Exterior brick mold will be replaced

Quantity – 15 Windows	Size	Cost Per Unit	Total
6 - Front/South	39"x81.5"	\$2750	\$16,500
2 - West Side	32.5" x 78.5	\$2750	\$5,500
1 - West Side	34.5" x 58.5"	\$2000	\$2000
		Sales Tax - 8.25%	\$1,980
Installation x 9		\$1,500	\$13,500
		<b>Total</b>	<b>\$39,480</b>
<b>80% Deposit Due at Job Start</b>			<b>\$31,584</b>

**TERMS:**

We will proudly honor this estimate for 30 days  
80% due at job start. 20% balance due upon installation.  
Lead time: 16 Weeks  
All changes shall be made in writing

Approved by owner \_\_\_\_\_ Date \_\_\_\_\_

***Red River Restorations ~ John Hindman 512-751-4075***  
***2039 Airport Blvd Unit D, Austin, TX 78722***  
[www.redriverrestorations.com](http://www.redriverrestorations.com)



2117 S. Division Ave. Orlando, FL 32805

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## PROJECT

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TO: **Ken**  
The Austin Club  
110 E 9th St.  
Austin, TX 78701

Project: Austin Club Windows  
  
Date: 2/21/2018  
Phone: (575) 779-0186

*Contractor proposes to furnish all materials, and labor, subject to any exclusions listed below, required to complete the following:*

**1. Build Window Sash (Commercial) \$34,980.00**

*Description of Services:*

Qty: (31 sash & 15 jambs)

Build sash for a historic window, commercial application made with mortise and tenon joinery from rot-resistant accoya wood. 1-3/4" thick with 3/4" muntins. Sanded and then primed with oil based primer. New glass bedded and glazed with new oil based glazing. Painted 2 coats inside and out with 100% acrylic paint. Lifetime transferrable warranty.

Build jamb for historic double-hung window unit made from 3/4" thick rot-resistant Accoya. Includes two sides, top and sill, parting beads and blind stop. Sides and top include 1/2" groove for parting bead. Parting bead is 1/2" by 13/16". Sides bored for pulleys. Includes mounting hardware. Lifetime transferrable warranty.

Furnish and install 4 press fit pulleys, 4 cast iron sash weights, 1 solid bronze sash lock, 1 solid bronze lift and Sampson spot rope for mechanicals.

THIS SCOPE OF WORK DOES NOT INCLUDE REMOVAL OR INSTALLATION OF WINDOWS. On historic structures the existing conditions are extremely varied and cannot be estimated precisely until demolition begins. Removal and installation will be billed at Time & Materials costs of \$85 per labor hour.

**2. Glass 1/4" Laminated (Qty: 310) \$6,510.00**

*Description of Services:*

Furnish and install 1/4" laminated annealed glass in all windows.

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<b>Subtotal:</b>	<b>\$41,490.00</b>
<i>*0% Tax:</i>	<i>\$0.00</i>
<b>TOTAL:</b>	<b>\$41,490.00</b>

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## Terms and Conditions

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### RESIDENTIAL RENOVATION CONTRACT

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 TO 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**THIS RESIDENTIAL RENOVATION CONTRACT** (the "Contract") is between Austin Historical, Inc having an address at 2117 S Division Avenue Orlando, FL 32805 ("Contractor"), and the named individual, individuals or entity listed above referred to as the "Client" (whether one or more).

1. **THE PROJECT:** The Contractor shall provide all labor and materials to perform all work set forth above (collectively, the "Project"). Any work not specifically set forth above is NOT included and shall be subject to additional charges.
2. **TIME OF COMPLETION:** The work to be performed under this Contract shall be commenced on a time and date mutually agreed to in writing by the Contractor and the Client. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, inclement weather or general unavailability of materials.
3. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approval as shall be required by the local municipal/county government, the cost thereof shall be included as part of the Project price.
4. **PAYMENT:** A 15% deposit shall be required for any Project over \$1,000 in value and shall be paid to Contractor within three (3) business days from the date Client executes this Contract. The deposit shall be applied toward the final Project price. The deposit amount, minus any costs incurred by the Contractor prior to cancellation (including, but not limited to, mobilization, permits, job materials and labor), is refundable until 72 hours prior to the commencement of the Project. After that time, the deposit shall be forfeited. The remaining 85% of the Project price shall be invoiced as follows: 50% of

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the final Project price upon Contractor's commencement of the Project as established by the date of Contractor's commencement invoice and the remaining 35% on the date of Substantial Completion (as defined below). Client shall pay the foregoing percentage amounts within three (3) business days from delivery and receipt of Contractor's invoice for the applicable percentage amount.

5. **LATE PAYMENT/DEFAULT:** A failure to make payment within ten (10) business days from the due date shall be deemed a material breach of this Contract. Client agrees to pay a late charge of 5% of any payment not made within the foregoing ten (10) business day period. If payment is not made when due, Contractor shall be entitled to suspend all work on the Project until such time as all payments due have been received by Contractor. Payment for any change order is due upon mutual written acceptance of said change order.

6. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Client shall pay Contractor for all of its labor, materials, overhead and expenses (including, but not limited to, all change orders) incurred and profit thereon prior to the destruction or damage. Within thirty (30) days from the date of the Project's destruction or damage, Contractor shall deliver to Client a statement of Contractor's labor, materials, overhead and expenses (including, but not limited to, all change orders) incurred (collectively, "Contractor's Expenses"), profit thereon, all payments received by Contractor from Client prior to the date of the destruction or damage and setting forth a credit due to Client or a balance due from Client. Within ten (10) business days from the delivery and receipt by Client of Contractor's foregoing statement: (a) Contractor shall pay Client the credit due consisting of any amount received by Contractor from Client which exceeds the total of Contractor's Expenses and profit thereon prior to the date of the Project's destruction or damage; or (b) Client shall pay Contractor the balance due consisting of the amount by which the total of Contractor's Expenses and profit thereon exceeds the payments received by Contractor from Client prior to the date of the Project's destruction or damage. Additionally, Client shall pay Contractor for any additional work performed and/or provided by Contractor (including, but not limited to, work performed and/or provided by its subcontractors) in rebuilding or restoring the Project to its condition prior to such destruction or damage. Further, if the estimated cost of replacing work already accomplished by Contractor exceeds twenty percent (20%) of the final Project price, either the Contractor or Client may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract.

7. **INSURANCE:** Contractor shall maintain general liability and workers compensation insurance. Proof of insurance will be delivered to Client within 72 hours of Client's request.

8. **ASSIGNMENT:** Neither Contractor nor Client may assign this Contract, or payments due under the Contract, without the other party's written consent. Any assignment without the foregoing written consent shall be void and of no effect.

9. **PREVAILING PARTY ATTORNEY FEES AND COSTS:** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party (whether such prevailing party is prosecuting a claim and/or establishing a defense) shall be entitled to recover from the other party or parties, as applicable, its reasonable attorney fees, court costs, and costs of experts and investigation, whether during investigation, at trial, upon appeal, during collection of any amounts due (whether prior to judgment or after a final judgment), or during



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any bankruptcy, reorganization or similar proceeding (including efforts to obtain relief from any stay) if the any party or parties, as applicable, becomes involved in any bankruptcy, reorganization or similar proceeding, and other reasonable costs incurred, in addition to any other relief to which it may be entitled.

10. **WARRANTY:** Contractor's warranty shall be limited to repair or replacement of defects in workmanship within the Project performed by Contractor and which arise and become known for one (1) year from the date of Substantial Completion. Date of Substantial Completion shall be determined by Contractor (in its sole discretion) as the date the Project is sufficiently complete so the Client can utilize the Project for its intended use. All defects in workmanship arising after the foregoing one (1) year period are not warranted by Contractor. The foregoing express limited warranty of Contractor is the exclusive remedy for defects, in lieu of all remedies, implied or statutory including, but limited to, implied warranty of merchantability and/or fitness for any purpose. Moreover, there are no warranties which extend beyond the description on the face hereof. Further, Contractor makes no warranty as to materials, but hereby assigns to Client all warranties on materials as provided by the manufacturer of such materials.

11. **PERFORMANCE:**

(a) Contractor may, at its discretion, engage licensed and insured subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

(b) All work shall be completed in compliance with all building codes. To the extent required by law, all work shall be performed by individuals who are duly licensed and authorized as such.

(c) Contractor agrees to remove all debris and leave the premises in broom clean condition.

(d) Client gives permission to Contractor to place company identifying signage on the premises and use any photos or videos of the Project for purposes of marketing and portfolio samples in perpetuity.

(e) When no specific instructions, conditions, techniques or materials are requested by Client, Contractor shall have the sole authority to make all decisions regarding such items. Any changes or specifications requested after work has begun shall be subject to Contractor's discretion and additional charges.

(f) During the window restoration process a more extensive inspection of the windows is done at Contractor's shop. During this process additional damage may be discovered which was not initially apparent. This shall require additional costs up to but not to exceed five percent (5%) of the final Project price. If additional damage is discovered a change order shall be issued for mutual written acceptance by Client and Contractor prior to continuing the window restoration process.

(g) During the renovation process issues may be discovered upon the commencement of work that shall require additional work or a change to the Project. Any additional work that is required due to unforeseen circumstances discovered shall have a change order issued for approval by mutual written acceptance by Client and Contractor prior to work continuing.

(h) Historic glass is often broken during window and door restoration. If historic glass is broken by

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Contractor, it shall attempt to replace it with historic glass dependent upon availability and price acceptable to Contractor, in its sole discretion.

12. **SEVERABILITY:** In the event any provision of this Contract or of any exhibit attached hereto and made a part hereof shall be finally determined by a court or an arbitrator(s) to be invalid or unenforceable, the remaining provisions hereof or thereof, as applicable, shall remain in full force and effect.

13. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A facsimile or electronic mail copy of this Contract, when executed and transmitted, shall be considered an original, legally binding, and enforceable document.

14. **CONTRACT NOT TO BE CONSTRUED AGAINST DRAFTER:** Should any provision of this Contract and/or any exhibit attached hereto and made a part hereof require interpretation or construction, it is agreed by Contractor and the Client the court, administrative body, arbitrator(s) or other entity interpreting or construing this Contract and/or any exhibit shall not apply a presumption the provisions hereof shall be more strictly construed against one of the parties by reason of the rule of construction a document is to be construed more strictly against the person or entity who itself or through its agent prepared same, it being agreed the parties and/or their respective attorneys and agents have fully participated in the preparation of all provisions of this Contract and any exhibit attached hereto and made a part hereof.

15. **NOTICES:** All notices, requests, demands, claims, and other communications between the Contractor and the Client shall be in writing. Any such notice, request, demand, claim or other communication shall be delivered personally to the recipient, delivered to the recipient by reputable overnight courier service (charges prepaid) or delivered by the United States Postal Service, certified mail, return receipt requested and addressed to the intended recipient at their address stated at the beginning of this Contract or such other address as the recipient party to whom notices, requests, demands, claims and other communications are to be given may have furnished to the other party in writing in accordance herewith. Any such notice, request, demand, claim and other communication shall be deemed to have been delivered and received: (a) when delivered, if personally delivered; (b) the next business day, when sent by reputable overnight courier, or (c) if sent by mail as set forth above on the earlier of, the third (3<sup>rd</sup>) business day following the date posted or the date on the return receipt.

16. **INTERPRETATION:**

(a) This Contract including any exhibit attached hereto and made a part hereof contains the entire and final agreement among Contractor and the Client and there are no agreements, understandings, warranties or representations among them except as set forth herein. This Contract shall only be modified by a written agreement or change order signed by Contractor and the Client. No agent, employee or other representative of any party is empowered to modify, amend, change or alter any of the provisions of this Contract, unless in writing and signed by Contractor and the Client. Contractor and the Client agree they waive all rights to rely on or enforce any oral statements made prior to or subsequent to the signing of this Contract.

(b) The terms of this Contract and any exhibit attached hereto and made a part hereof shall be

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construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida applicable to agreements made, executed and to be performed entirely in that state. Contractor and Client consent the only proper jurisdiction and venue shall be the state courts in Orange County, Florida for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Contract and any exhibit attached hereto and made a part hereof, and Contractor and Client hereby waive the claim or defense such courts constitute an inconvenient forum.

(c) Whenever the context of this Contract or any exhibit attached hereto and made a part hereof requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural and vice versa.

(d) Headings in this Contract or in any exhibit attached hereto and made a part hereof are for convenience only and shall not be used to interpret or construe its provisions.

**17. WAIVER OF JURY TRIAL: NO PARTY TO THIS CONTRACT OR ANY PERMITTED ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF: (A) THIS CONTRACT INCLUDING ANY EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF; (B) ANY COURSE OF CONDUCT; (C) COURSE OF DEALING; (D) STATEMENTS (WHETHER VERBAL OR WRITTEN) OR (E) ACTIONS OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE ANY ACTION INVOLVING THIS CONTRACT WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY CONTRACTOR AND THE CLIENT AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NONE OF THE PARTIES HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THE PROVISIONS OF THIS SECTION SHALL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

**18. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:**

**Construction Industry Licensing Board**

**2601 Blairstone Road**

**Tallahassee, Florida 32399-1039**

**(850) 487-1395**

**19. CHAPTER 558 NOTICE OF CLAIM: CHAPTER 558 FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO**

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**CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.**

Contractor: Scott Sidler - President 2/21/2018  
Austin Historical, Inc. Date

Client: The Austin Club   
Date

## **Brittany Amthor**

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**Subject:** FW: Quote number 12856

**From:** Michael Castanon [<mailto:mcastanon@premierwindowsatx.com>]  
**Sent:** Wednesday, February 21, 2018 12:31 PM  
**To:** Brittany Amthor  
**Subject:** RE: Quote number 12856

Brittany,  
The quote for the cost of the windows is still valid.

Thank you,  
Michael Castanon  
512.663.9789  
Premier Windows & Doors  
5200 Electric Avenue Suite 720  
Spicewood, TX 78669  
[www.premierwindowsatx.com](http://www.premierwindowsatx.com)



**From:** Brittany Amthor [<mailto:brittany@austinclub.com>]  
**Sent:** Wednesday, February 21, 2018 9:48 AM  
**To:** Michael Castanon <[mcastanon@premierwindowsatx.com](mailto:mcastanon@premierwindowsatx.com)>  
**Subject:** Quote number 12856



(512) 477-9496

### **THE AUSTIN CLUB**

110 EAST NINTH STREET  
AUSTIN, TEXAS 78701  
[www.austinclub.com](http://www.austinclub.com)



FAX (512) 477-3863

Good morning!

We are working on moving forward with this project and were wondering if the numbers on the quote above are still valid. If not, can you please submit to us an updated bid?

Thank you so much,

**Brittany Beckendorf**

*Marketing / Executive Assistant*  
The Austin Club



# Premier Window & Door, LLC

5200 Electric Ave Suite 720

Spicewood

TX 78669

512-264-2288

Customer  
QUOTATION

QUOTE EXPIRES

Quote Not  
Certified

BILL TO:

SHIP TO:

Phone:

Fax:

Phone:

Fax:

QUOTE NAME	PROJECT NAME	CUSTOMER PO#	PRINT DATE
Austin Club	Window Replacement		6/26/2017
QUOTED BY	Salesperson	Bid By	QUOTE NUMBER
Paul Anderson			12856

LineItem #	Description	Net Price	Quantity	Extended Price
100-1		\$1,205.31	6	\$7,231.86

RO:

39" X 81.5"

OA Frame Size

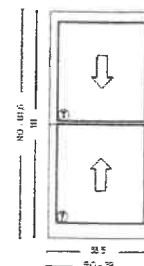
38.5" X 81"

BB Projection

Comment/Room:

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating, Product Code = DW\*\*\*\*,  
DW\*\*\*\*,  
Sash Split = Even, Frame Width = 38.5, Frame Height = 81,  
Primed Ext, Primed Int., Champagne Hdw, With Fingerpulls, Taupe JBLN, No Scr, No  
CMB Unit,  
Insulated, LoE366, TEMP, Argon Filled, No Tint,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 35.125, Clr Opening Hgt = 35.02637, Clr Opening Sq Ft =  
8.54376,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



LineItem #	Description	Net Price	Quantity	Extended Price
200-1		\$983.81	5	\$4,919.05

RO:

34.5" X 78.5"

OA Frame Size

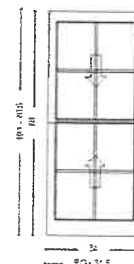
34" X 78"

BB Projection

Comment/Room:

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating, Product Code = DW\*\*\*\*,  
DW\*\*\*\*,  
Sash Split = Even, Frame Width = 34, Frame Height = 78,  
Primed Ext, Primed Int., Champagne Hdw, With Fingerpulls, Taupe JBLN, No Scr, No  
CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
7/8" w/Spcr, Trad Ext & Int, Colonial, 2W2H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 30.625, Clr Opening Hgt = 33.52637, Clr Opening Sq Ft =  
7.130175,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



QUOTE NAME	PROJECT NAME	CUSTOMER PO#	PRINT DATE
Austin Club	Window Replacement		6/26/2017
QUOTED BY	Salesperson	Bid By	QUOTE NUMBER
Paul Anderson			12856

LineItem #	Description	Net Price	Quantity	Extended Price
300-1		\$1,653.59	1	\$1,653.59

**RO:**

38.5" X 102.5"

**OA Frame Size**

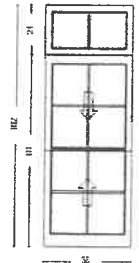
38" X 102"

**BB Projection**

**Comment/Room:**

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating  
Wood Double Hung Stat, Product Code = Custom Config,  
Unit 1: DW\*\*\*\*  
Unit 2: DWT\*\*\*\*,  
Unit 1: Sash Split = Even, Frame Width = 38, Frame Height = 81  
Unit 2: Frame Width = 38, Frame Height = 21,  
Primed Ext, Primed Int, Beige Sash WS, ., Champagne Hdw, With Fingerpulls, Taupe  
JBLN, No Scr, No CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
Unit 1 Bottom, 1 Top: 7/8" w/Spcr, Trad Ext & Int, Colonial, 2W2H  
Unit 2: 7/8" w/Spcr, Trad Ext & Int, Colonial, 2W1H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 34.625, Clr Opening Hgt = 35.02637, Clr Opening Sq Ft =  
8.42214,  
Horizontal Factory 0" thick, 38" length,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



LineItem #	Description	Net Price	Quantity	Extended Price
400-1		\$873.15	3	\$2,619.45

**RO:**

32.5" X 78.5"

**OA Frame Size**

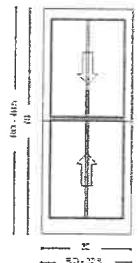
32" X 78"

**BB Projection**

**Comment/Room:**

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating, Product Code = DW\*\*\*\*,  
DW\*\*\*\*,  
Sash Split = Even, Frame Width = 32, Frame Height = 78,  
Primed Ext, Primed Int., Champagne Hdw, With Fingerpulls, Taupe JBLN, No Scr, No  
CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
7/8" w/Spcr, Trad Ext & Int, Colonial, 2W1H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 28.625, Clr Opening Hgt = 33.52637, Clr Opening Sq Ft =  
6.664531,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



QUOTE NAME	PROJECT NAME	CUSTOMER PO#	PRINT DATE
Austin Club	Window Replacement		6/26/2017
QUOTED BY	Salesperson	Bid By	QUOTE NUMBER
Paul Anderson			12856

LineItem #	Description	Net Price	Quantity	Extended Price
500-1		\$1,050.10	1	\$1,050.10

**RO:**

34.5" X 58.5"

**OA Frame Size**

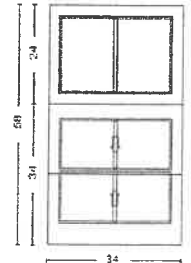
34" X 58"

**BB Projection**

**Comment/Room:**

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating  
Wood Double Hung Stat, Product Code = Custom Config,  
Unit 1: DW\*\*\*\*  
Unit 2: DWT\*\*24,  
Unit 1: Sash Split = Even, Frame Width = 34, Frame Height = 34  
Unit 2: Frame Width = 34, Frame Height = 24,  
Primed Ext, Primed Int, Beige Sash WS, ., Champagne Hdw, With Fingerpulls, Taupe  
JBLN, No Scr, No CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
7/8" w/Spcr, Trad Ext & Int, Colonial, 2W1H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 30.625, Clr Opening Hgt = 11.52637, Clr Opening Sq Ft =  
2.451356,  
Horizontal Factory 0" thick, 34" length,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**We appreciate the opportunity to provide you with this quote!**

SETUP:	\$0.00
LABOR:	* \$11,604.00
FREIGHT:	\$0.00
SUB-TOTAL:	\$17,474.05
SALES TAX:	\$1,441.61
<b>TOTAL:</b>	<b>\$30,519.66</b>
DEPOSIT:	(\$0.00)
BALANCE:	\$30,519.66

\* Labor includes removal and replacement of 16 windows, debris removal and all additional materials, insurance, permits/fees and necessary equipment.  
Trim, caulk and paint to be provided by others.

Austin Club to furnish electricity and access to sanitation.



# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **Insurance**

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

# THE CINCINNATI INDEMNITY COMPANY

A Stock Insurance Company

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 033 59 40

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)  
REFER TO IA904

COVERAGE PROVIDED			OPTIONAL COVERAGES Applicable only when an entry is made								
Item	Coverage	Limits	Coin- surance	Covered Cause Of Loss	Business Income Indemnity						
					Inflation Guard (%)	Replace- ment Cost (x)	Replace- ment Cost Incl. Stock (x)	Agreed Value (x)	Monthly Limit (fraction)	Maximum Period (X)	Extended Period (Days)
1-1	BUILDING	4,456,000	80%	SPECIAL		X		X			
1-1	BUSINESS PERSONAL PROPERTY	1,467,000	80%	SPECIAL		X		X			
1-1	BUSINESS INCOME W/O 12 MONTHS ALS EXTRA EXPENSE (b) SEE FA242			SPECIAL							

DEDUCTIBLE: \$500.00 unless otherwise stated \$ 2,500

### MORTGAGE HOLDER

Item Name and Address

### FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

FM101	04/04	BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)
CP0142	09/10	TEXAS CHANGES
FA242	10/12	ACTUAL LOSS SUSTAINED BUSINESS INCOME ENDORSEMENT
FA284	07/12	DATA COMPROMISE AND IDENTITY RECOVERY EXPENSE COVERAGE
FA4042	11/07	PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT
FA4098	01/09	CINCIPLUS® COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT SUMMARY OF COVERAGE LIMITS
FA4144	11/12	WINDSTORM OR HAIL DOLLAR DEDUCTIBLE
FA450	11/04	COMMERCIAL PROPERTY CONDITIONS
FA258	09/09	CINCIPLUS® COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT
FA223	09/09	WATER BACKUP FROM SEWERS, DRAINS, SEPTIC SYSTEMS OR SUMP PUMPS ENDORSEMENT
FA244	05/11	EQUIPMENT BREAKDOWN COVERAGE (EXCLUDING PRODUCTION MACHINERY)
FA202	04/04	TEMPERATURE CHANGE LOSS FORM
FA212	04/04	BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

# THE CINCINNATI INDEMNITY COMPANY

A Stock Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 033 59 40

Named Insured is the same as it appears in the Common Policy Declarations

### LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA210	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA210	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
RESTAURANTS (TX)	16910 C	1,424,947	.139	1.600	198	2,280
CLUBS - CIVIC, SERVICE OR SOCIAL NFP (TX) INCL PROD AND/OR COMP OP	41668 A	18,000		57.511		1,035
LOC. 2 - TX WAREHOUSES - NFP INCL PROD AND/OR COMP OP	68707 A	500		12.706		6
HIRED AND NON-OWNED AUTO						150
BROADENED COVERAGE	20291			2.5%		150
BI EXCEPTIONS TO POLLUTANT EXCLUSION	20410			2%		66

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 3,885

### FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101TX	09/10	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0103	06/06	TEXAS CHANGES
CG2002	11/85	ADDITIONAL INSURED--CLUB MEMBERS
CG2407	01/96	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
CG2416	12/07	CANOE OR ROWBOAT
GA207	12/04	HIRED AUTO AND NON-OWNED AUTO LIABILITY
GA210	02/07	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:  
GA4081 10/01 ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS  
RELATING TO PREMISES  
GA478 12/04 BODILY INJURY EXCEPTIONS TO POLLUTANT EXCLUSION

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# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **Proof of Ownership**

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

## Special Warranty Deed

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS   §  
                                      §  
COUNTY OF TRAVIS   §

KNOW ALL BY THESE PRESENTS:

Austin Independent School District, acting by and through its duly authorized President of the Board of Trustees ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid by The Foundation for the Preservation of the Historic Millett Opera House, Inc., a Texas Nonprofit Corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and for the payment of which no lien, express or implied is retained, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee the real property ("Property") described on Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon.

TO HAVE AND TO HOLD the Property, together with the rights and appurtenances thereto belonging, unto Grantee and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

However, this conveyance is made subject to the liens securing standby fees, taxes and assessments by any taxing authority for the current year and subsequent years, and subsequent taxes and assessments (including penalties and interest) by any taxing authority for prior years due to change in land usage or ownership (collectively, "Ad Valorem Taxes"), as well as to all matters set forth on Exhibit "B" attached hereto and made a part hereof to the extent that they are in effect and apply to the Property (collectively, "Permitted Exceptions"). Grantee by acceptance of delivery of this deed assumes and agrees to perform all of Grantor's obligations under the Permitted Exceptions and to pay the Ad Valorem Taxes.

IT IS UNDERSTOOD AND AGREED THAT GRANTEE ACCEPTS THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. IT IS FURTHER UNDERSTOOD AND AGREED THAT EXCEPT FOR THE SPECIAL WARRANTIES OF TITLE MADE HEREIN GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN THE WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED), INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO

CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (iii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT GRANTEE IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF INCLUDING THE POSSIBLE PRESENCE OF ENVIRONMENTAL CONTAMINATION, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY **"AS IS, WHERE IS, WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS**, AND GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY GRANTOR, ANY AGENT, EMPLOYEE OR SERVANT OF GRANTOR, OR ANY OTHER PERSON, EXCEPT FOR THE SPECIAL WARRANTIES CONTAINED IN THIS DEED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

This conveyance is made pursuant to a resolution adopted by the Board of Trustees of the Austin Independent School District on November 27, 2017 authorizing the sale of the Property.

Grantee's address: 110 East 9<sup>th</sup> Street  
Austin, Texas 78701  
Attn: Ken Richardson

Executed this 13 day of December, 2017, to be effective the 15th day of December, 2017.

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

By: [Signature]  
President, Board of Trustees

AGREED TO AND ACCEPTED this 13 day of December, 2017, to be effective the 15th day of December, 2017.  
**THE FOUNDATION FOR THE PRESERVATION OF THE HISTORIC MILLETT OPERA HOUSE, INC., A TEXAS NON-PROFIT CORPORATION**

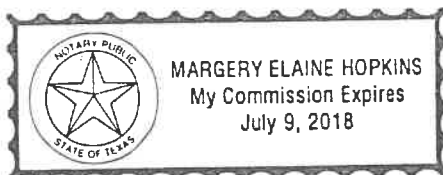
By: [Signature: Michael T. Marks]  
Name: Michael Marks  
Title: Chairman

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13<sup>th</sup> day of December, 2017, by Kendall Pace, President of the Board of Trustees of the Austin Independent School District, on behalf of said school district.



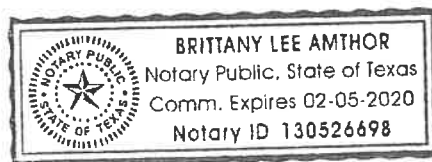
[Signature: Margery Elaine Hopkins]  
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13<sup>th</sup> day of December, 2017, by Michael Marks, Chairman of The Foundation for the Preservation of the Historic Millett Opera House, Inc., a Texas Nonprofit Corporation, on behalf of said nonprofit corporation.



[Signature: Brittany Lee Amthor]  
Notary Public, State of Texas



# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **PLANS AND SPECIFICATIONS OF PROPOSED WORK**

- Description of Proposed Work.
  - \*Window Replacement
- Photos of Areas That Will Be Done.
  - \*Windows

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

