



SunCoast Overhead Solutions, LLC. Terms of Agreement

By accepting this estimate, you are agreeing to all terms listed below:

Payment Terms

- Payment is due in full upon the completion of an installation. Please make checks payable to: SunCoast Overhead Solutions and give it directly to the installation crew.
- If no one will be present to give payment at the time of installation, payment must be made in advance or left at the jobsite for the installer.
- Upon a receipt of the check being received at the office, a “paid in full” invoice will be sent for your records.
- Someone must be on-site to sign off on the certificate of completion OR the certificate will be completed by the installer. Customers must be on-site at the time that the job is completed, if they would like a final walk through.
- Payment must be made in full prior to any repairs, adjustments, callbacks, corrections, and/or warranty work. We will perform any of these services without any additional charges, as long as payment has been received in full. If a customer insists that SunCoast return prior to payment due to no one being on site at the time of installation, a \$125.00 trip charge will be added to the invoice.
- If the job site is inaccessible and there is no one on site to quickly remedy, the job will likely be rescheduled and a \$200 rescheduling fee will be charged. This fee also applies in the event that a job is cancelled or rescheduled with less than a 48 hour notice.
- We stand behind our installation alongside the products we sell and will gladly honor our warranty, given that payment is fulfilled according to the terms of agreement.
- A 3.5% convenience fee will be added to invoices paid via credit/debit cards (no exception).
- After 7 days, past due invoices will be charged a \$25 administration fee. Any invoice exceeding 15 days past due is subject to an additional 25% charge for the total of the invoice.
- After 15 days, invoices may be turned over to collections or the legal department. All associated fees will be added to the invoice. A Notice to Owner (NTO) may be sent to the homeowner indicating that at 30 days overdue, a lien will be placed on the property.
- If payment is not made within 30 days, payment shall be processed with payment information on file. All applicable late fees and convenience fees shall apply.
- After 30 days, if payment is not made in full, a Contractor’s Lien will be placed on the property.

Garage Doors

- Below items are not reflected in the “estimate price” but will be charged accordingly:
 - Repairs for rotted or damaged wood areas (min. \$65)

- \$25 reconnection fee to attach existing opener to newly installed door
- We do not do trim or finish work. We also do not do flashing, vinyl, metal or cosmetic work on the exterior of the house.
- ****We are happy to add any newly requested services to the order prior to leaving. Please note the following: if any items are added that require a second trip, it will be treated as a new, separate invoice. The first invoice is due upon initial installation. The new invoice will be due when our crew returns and completes the new work order.**** New garage door openers (motors) and weatherseal (vinyl gasket around vertical and horizontal frame) are among the most common add-ons. We suggest pairing these items with a newly installed door.
- Refunds for deposits made on custom orders shall not be given under any circumstances.
- If you did not purchase a new garage door opener (motor), keep in mind that we do not fix or repair existing openers. We can not guarantee the proper function of existing openers. There is a \$25 reconnection fee to attach the existing opener to the newly installed door. This includes attaching the opener, adjusting open/close force, tightening/lubricating chain, belt, or screw drive types, and basic troubleshooting. The ability to have an existing opener properly perform is not a part of the installation of the garage door, nor does it warrant withholding payment.
- We highly recommend replacement due to unforeseen problems caused by Hurricane Michael winds (Panama City region). Any additional work performed or parts missing will be an additional cost.
- We do not do electrical work nor do we run low voltage wiring through attics or walls. This must be performed by a certified electrician and completed and tested prior to our arrival. If wires are not present and in good operating conditions, wire will be run on the exterior of the walls and ceiling, stapled to sheetrock. This is in accordance with industry standards. Power must be on to set and test operation. If there is no power on, the setting of the operator will be the contractors or homeowners responsibility. A 1-800 number is provided in the booklet to receive help doing so. Returning to have it set up is a service call fee of \$125.00.
- Weatherstripping/seal is not a part of the door and is an additional \$65. If it does not appear on your estimate, it will not be installed.
- SunCoast does not haul off old doors. This is an outsourced service which we are happy to schedule for you. There is a \$50 per location haul fee that will be added to the invoice.
- Installation is considered complete if the door can manually open, close, and all factory parts to the door have been installed. This is entirely separate from the opener, add-ons, designer hardware, and/or accessories. If the door can not be installed as a result of unlevel foundation, pre-existing structural damage, etc. payment is still due in full. We will return after the issue is resolved to complete the install. Houses are often not plum and may cause improper alignment of doors. We do not perform any structural work to foundations, load bearing walls, or stud packs.
- Doors are ordered upon acceptance of the agreement, with custom doors being ordered as soon as a deposit is made. Changes are likely not possible if they are not made the same day. Once the door is ordered, the manufacturer puts it into production. Delivery dates are usually given within 48 hours of the order. As soon as we receive the delivery date,

we will reach out for scheduling. We have little to no control over manufacturing time frames. However, we fully intend to install as quickly as possible.

- ****Suncoast is not responsible for manufacturer delivery dates being changed or altered.** This may affect the scheduled installation. Acts of God are also unavoidable and could affect installation and dates.

Seamless Gutters

- Below items are not reflected in the “estimate price” but will be charged accordingly:
 - Repairs for rotted or damaged wood areas (min. \$65)
 - We do not do trim or finish work. We also do not do flashing, vinyl, metal or cosmetic work on the exterior of the house.
- SunCoast does not haul off old gutters. This is an outsourced service that we are happy to schedule for you. There is a \$50 per location haul fee that can be invoiced.
- Refunds for deposits made on custom orders shall not be given under any circumstances.
- Gutters are ordered upon acceptance of the agreement with custom gutter colors being ordered as soon as a deposit is made. Changes are likely not possible if they are not made the same day. Delivery dates are usually given within 48 hours of the order. As soon as we receive the delivery date, we will reach out for scheduling. We have little to no control over manufacturing time frames. However, we fully intend to install as quickly as possible.

Windows/Wholesale

- SunCoast is not responsible for the final measurement(s) of any window(s) or material(s) ordered for wholesale pick-up. All measurements shall be width by height. All final measurements will be the sole responsibility of the customer.
- The customer shall be defined as any entity, contractor, or homeowner who is purchasing any window(s) or materials through SunCoast Overhead Solutions, LLC and shall be installed by others. All wholesale orders shall be paid for, in full, by the customer prior to any order made by SunCoast. Upon final sign off to the terms of this agreement and payment in full, processed by SunCoast Overhead Solutions, LLC the order will be placed.
- Shipping and handling of all orders will be the responsibility of the manufacturer. Once the window(s) and/or material(s) are received and signed off on from the manufacturer by SunCoast Overhead Solutions, LLC it will be the sole responsibility of the customer to arrange for pick up, delivery, and handling of the materials to their respective job site(s). Inspection of the materials shall be made by an authorized representative of the customer prior to the loading of materials. Upon a satisfactory inspection, it will be the responsibility of the customer to properly load, ship, and handle the materials. SunCoast Overhead Solutions shall be released of any liability of any materials damaged following said inspection and sign-off.
- Shipping by SunCoast Overhead Solutions LLC will be an additional charge, to be determined on a case by case basis.
- Upon acceptance of the window(s)/material(s) estimate and terms of this agreement, final measurements will be taken.
- Estimates will include a predetermined incidental fee. The incidental fee covers unknown costs that are separate from the initial estimate including, but not limited to, minor wood rot in window frames, additional minor framing needed once the existing

windows/materials have been and the discovery of additional materials is made. If the cost of incidental repairs exceeds the predetermined incidental fee amount, a new estimate for repairs will need to be signed and approved prior to the continuation of the initial work scheduled to be performed. If it found that no additional materials or services are required, the incidental fee will be refunded and reflected in the final invoice.

- SunCoast Overhead Solutions LLC shall not be responsible or held liable to make any major framing repairs due to major wood rot, termite damage, or any other types of damage discovered upon the

Storm Protection: Fabric Shield & Shutters

- Fabric shield is ordered upon acceptance of the agreement with custom doors being ordered as soon as deposit is made. Changes are likely not possible if not made the same day. Once the fabric shield is ordered the manufacturer puts into production. Delivery dates are usually given within 48 hours of the order. As soon as we receive the delivery date we will reach out for scheduling. We have little to no control over manufacturing time frames. We will install as quickly as possible.

Notice to Owner and Lien Protocol

As outlined in *Payment Terms* payment is due upon completion. If payment, for any reason, is not made, the lien process shall begin in accordance with Florida Statute 713.001-713.37.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW 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, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IF 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.

Thank you for choosing SunCoast Overhead Solutions, a family owned and operated, 850 local company. We are proud to be an authorized Wayne Dalton Garage Door dealer manufactured locally in Pensacola, FL. Your business supports multiple families in our community and for this we thank you very much.

** Applies to ALL products.