



**RIVERWALK
HOMEOWNERS'
ASSOCIATION, INC.**

BOARD OF DIRECTORS' MEETING

**6285 Riverwalk Lane, Jupiter, FL 33458
at Pool #2**

Thursday, August 7, 2025, at 7:00 p.m.

AGENDA

- I. Determination of Board Quorum**
- II. Call to Order**
- III. Approval of Agenda**
- IV. Board of Directors Meeting Procedures**
- V. Approval of previous Board Meeting Minutes**

- VI. New Business**
Vote to allot \$500.00 for Halloween Party

- VII. Old Business**
Board Resolution to Establish Enforcement Process and Procedure to
Impose Fines.

Brothers Gutters-Installation of Gutter Guards Proposal

Adjournment

Posted August 5, 2025

RIVERWALK HOMEOWNERS ASSOCIATION, INC

RESOLUTION TO ESTABLISH A GOVERNING DOCUMENT ENFORCEMENT PROCESS AND PROCEDURE TO IMPOSE FINES FOR VIOLATIONS OF RIVERWALK HOMEOWNERS ASSOCIATION GOVERNING DOCUMENTS

A meeting of the Board of Directors of Riverwalk Homeowners Association, Inc. (the “**Association**”), was held on August 7, 2025 at 7:00 p.m. at Pool No. 2 located at 6285 Riverwalk Lane, Jupiter, FL 33458 after duly noticing said meeting in accordance with the By-Laws and Florida law, at which a quorum of the Board of Directors was present, and at which time upon motion duly made, seconded and carried by a vote of ____ in favor and ____ against, the following resolution was adopted:

WHEREAS, the Association is a Florida not for profit corporation created and organized for the purpose of managing and operating the community and the common areas of the Association.

WHEREAS, Section 720.305, *Florida Statutes*, mandates that each Owner, tenant, guest, and invitee comply with Chapter 720 of the *Florida Statutes*, the Declaration of Covenants and Restrictions for Riverwalk (the “**Declaration**”), Articles of Incorporation, By-Laws, and Rules and Regulations (hereinafter collectively referred to as “**Governing Documents**”) of the community, and further provides that actions at law or equity may be brought against any of the foregoing parties for failing to comply; and

WHEREAS, Section 720.305, *Florida Statutes* and Article 10, Section 10.3 of the Declaration provides that the Association may levy fines against any Owner for the failure of the Owner, or the Owner’s tenant, guest, or invitee (hereinafter referred to as “**Violating Party**”) to comply with any provision of the Governing Documents; and

WHEREAS, the Board of Directors of the Association has determined that in furtherance of its efforts to protect the general welfare of the Owners and residents of Riverwalk, it is in the best interest of the Association to adopt a comprehensive Governing Document enforcement policy, as well as a process for the imposition of fines pursuant to Section 720.305, *Florida Statutes*, against an Owner, or that Owner’s tenant(s), guest(s), or invitee(s) for violating the Governing Documents;

WHEREAS, the Board of Directors of the Association has determined that it is appropriate to establish a schedule of fines for more common violations within the Community without the necessity of a board meeting to consider whether to levy a fine for such common violations;

WHEREAS, the Association, through the Board of Directors, is also desirous of creating a Compliance Committee, as contemplated by Section 720.305, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the Governing Document Enforcement Process and Procedure for Imposing Fines for Violations of the Riverwalk Homeowners Association, Inc. Governing Documents, which shall apply to all Owners, and their tenant(s), invitee(s), licensee(s), guest(s) and other visitor(s) of the Association (hereafter the **“Governing Document Enforcement & Fining Policy”**). A true and correct copy of the Governing Document Enforcement & Fining Policy, as approved by the Board is attached to this Resolution as **Exhibit “A”**.

FURTHER BE IT RESOLVED that the Board hereby rescinds any prior governing document enforcement processes and procedures related to fines and suspensions previously adopted by the Board.

FURTHER BE IT RESOLVED the Compliance Committee (the **“Committee”**), as contemplated by Section 720.305, *Florida Statutes*, shall consist of a minimum of three (3) Members. The initial Committee members have been appointed by, and serve at the pleasure of the Board of Directors. The Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Committee members must be Owners in Riverwalk but may not be officers or directors of the Association, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The Board shall have the power to fill vacancies on the Committee and, at any time, remove any member of the Committee with or without cause. The Board shall also have the power to dissolve such Committee. The Committee shall, amongst itself, elect a Chair and a Vice-Chair.

IN WITNESS WHEREOF, this Resolution was hereby duly executed by the President of the Association and witnessed by its Secretary to certify the foregoing action taken by the Board of Directors this 7th day of August, 2025.

RIVERWALK HOMEOWNERS ASSOCIATION, INC.

By: _____
David Huggins, President

Attest:

By: _____
Christopher Abbott, Secretary

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EXHIBIT "A"

GOVERNING DOCUMENT ENFORCEMENT PROCESS **AND** **PROCEDURE TO IMPOSE FINES FOR VIOLATIONS OF** **RIVERWALK HOMEOWNERS ASSOCIATION, INC.** **GOVERNING DOCUMENTS** **AND** **RULES & REGULATIONS**

On this 7th day of August 2025, these rules and regulations have been duly adopted by the Board of Directors of Riverwalk Homeowners Association, Inc. (the "**Association**") to establish a governing document enforcement process and procedure to impose fines for violations of the applicable Declaration of Covenants and Restrictions for Riverwalk, the By-Laws, the Articles of Incorporation, and Rules & Regulations (hereafter the "**Governing Document Enforcement & Fining Policy**"). This Governing Document Enforcement & Fining Policy has been adopted and approved pursuant to the authority granted to the Board of Directors of the Association by Chapter 720, *Florida Statutes* and the Governing Documents. This Governing Document Enforcement & Fining Policy shall supersede all previously adopted rules and regulations concerning the governing document enforcement process and fining owner(s) of lots within the community, (hereinafter referred to individually or collectively as "**Owner**"), and their tenant(s), invitee(s), licensee(s), guest(s), and other visitor(s), (hereinafter referred to as the "**Violating Party**"). This Governing Document Enforcement & Fining Policy may be further amended by the Board from time to time at a duly noticed meeting called for that purpose.

I. Objective & Overview:

The objective of the Governing Document Enforcement & Fining Policy is to ensure compliance with the Association's Governing Documents in a fair, consistent, and systematic manner. A formal process and procedure for handling violations will eliminate potential ambiguity and provide the Owner the opportunity to be heard before an impartial committee, thereby affording the Owner due process in accordance with Florida law.

Under Florida law, a fine or suspension may not be imposed against an Owner without first providing a minimum of fourteen (14) days' advance notice of the right to a hearing and opportunity to be heard to the person sought to be fined or suspended. The hearing must be held within ninety (90) days after issuance of the notice and conducted by the Association's Compliance Committee of at least three (3) members appointed by the Board (the "**Committee**"). The Committee members cannot be officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the violation is cured prior to the hearing date, however, evidence of the correction must be promptly provided, and a fine or suspension will not be imposed. Within seven (7) days after the hearing, written notice must be provided to the person sought to be fined or suspended regarding the Committee's findings. If a fine is imposed, the notice must state the date by which the fine must be paid which date must be at least thirty (30) days after delivery of the written notice. If the violation is not cured or the fine is not paid by the date specified in the notice, reasonable attorney's fees and costs may be awarded to the Association.

This Governing Document Enforcement & Fining Policy is intended to encourage all owners to maintain their lots, ensure compliance with other rules and regulations with the goal being to protect and enhance the value of the assets within the Association, and protect the general welfare of the Community.

II. Reporting Violations:

For any person who witnesses a violation of the Declaration of Covenants and Restrictions for Riverwalk, the By-Laws, the Articles of Incorporation, and/or Rules & Regulations of Riverwalk Homeowners Association, Inc. (collectively the “**Governing Documents**”), the goal is to provide the specific violation, date, property address and digital picture (if possible) to Management or Board of Directors. Management or the Board of Directors shall also collect data on violations directly on their tours through the community. Members of the Board are also authorized to report violations to Management or Board of Directors. Reports from other residents to the Property Manager or Board of Directors must be in writing (email permitted).

The Board of Directors hereby authorizes any Director and/or Management to review reported violations and decide that such reported violation is indeed a violation of the Governing Documents. Once a Director and/or Management determines the reported violation is in fact a violation of the Governing Documents, that Director or Management should then recommend enforcement action based on the approved schedule of violations and proposed penalties set forth in this Governing Document Enforcement & Fining Policy below. A recommendation of enforcement action by a Director and/or Management shall constitute and shall be deemed Board action to levy a fine pursuant to Section 720.305, Florida Statutes without the need to conduct a meeting of the Board.

Violations of the Governing Documents not listed in the approved schedule below will be considered by the Board of Directors, including whether to levy a fine and the amount of the fine, on a case-by-case basis.

III. Governing Document Enforcement Process:

1. As part of this Governing Document Enforcement & Fining Policy, the Board adopts the uniform fine and suspension rates, and duration for specific violations set forth below and hereby delegates authority to any Director and/or Management to recommend the appropriate and commensurate fine and/or suspension to the Board for imposition. Management, and/or any member of the Board of Directors, are hereby authorized to perform property inspections, including any follow-up inspections, as may be necessary to verify whether a violation has been cured or still outstanding.

2. The Committee will assist with the enforcement process pursuant to Chapter 720, *Florida Statutes*. As such, the role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied pursuant to this Governing Document Enforcement & Fining Policy and the schedule below, after hearing both sides of the issue from an Association representative and the Owner and/or Violating Party that the Association seeks to fine and/or impose a suspension of rights.

3. **First Letter/Warning Letter – Notice of Violation:** If applicable, written notice is sent to the Owner of the property identifying the violation in question and providing the Owner with a predetermined amount of time to correct the violation. This First Letter is designed to be a friendly reminder.

4. A follow-up inspection is performed, if applicable.

5. **Second Letter – Notice of Hearing:** If the violation identified in the First Letter is not corrected within the time period specified in the First Letter, the Board shall vote whether to impose a fine against the Owner and/or Violating Party for the outstanding violation(s). If the Board imposes a fine, written notice (“**Notice of Hearing**”) will then be sent to the Violating Party, and Owner if the Violating Party is not the Owner, citing to the specific provision of the Governing Documents violated and advising the Owner and/or Violating Party that a fine has been imposed (in an amount not to exceed \$100.00 per violation per day) and that a hearing before the Committee of the Association has been scheduled (“**Committee Meeting**”), at which the fine will either be approved or rejected by a majority vote of the Committee. If applicable, this Notice of Hearing will also specify the action required to cure such violation. This Notice of Hearing, providing the date, time, and place of the hearing, will establish a date for the subject hearing that is no less than fourteen (14) days but no more than ninety (90) days following the date of the Notice of Hearing. If the hearing is held by electronic means, the Notice of Hearing will include access information. This Notice of Hearing may be sent personally by an agent of the Association, including, but not limited to, the Association’s manager, or legal counsel of the Association, either by mail or hand delivery.

6. At the hearing before the Committee (“**Committee Meeting**”), the Committee will approve or reject the fine, suspension, or other permissible sanction levied. At the Committee Meeting, the Owner may present statements or other evidence as to why the Committee should reject the fine, including evidence showing the violation has been cured as of the date of the hearing. If the Committee, by majority vote, does not approve a proposed fine or suspension, then it may not be imposed. **The Committee may conduct its hearings via video or teleconference. The Association’s representative and Owner may likewise attend the Committee meeting via video or teleconference. Both parties shall be prepared to verify their identification via government issued picture identification. All documents to be presented to the Committee by the Association and Owner shall be delivered to the Committee Chair and to the opposing party at least 48 hours in advance of the meeting.**

7. At the Committee Meeting, the Violating Party and/or Owner may testify, offer testimony of third parties and present relevant evidence as to why the fine should not be approved. The Committee may ask questions of the Violating Party and any testifying third party as part of the hearing process and may consider any evidence presented by a Violating Party.

8. A Violating Party and/or Owner desiring to be represented by legal counsel at the Committee meeting must provide at least seventy-two (72) hours’ notice to the Association in advance of the Committee Meeting. The purpose of this provision is to afford the Association the opportunity to have legal counsel present on behalf of the Association.

9. Following presentation of its position by the Owner and/or Violating Party, Members of the Board, the Association's manager, and any other individual with information regarding the violation giving rise to the fine may appear at the Committee Meeting. Such individuals shall be entitled to provide all relevant information and documentation, and may provide testimony, regarding the fine imposed by the Board. Thereafter, such individuals shall only comment during the Committee Meeting if questioned by either a Member of the Committee or the Owner and/or Violating Party. It is the intent of this provision that individuals appear to verify evidence used in support of the fine, and to answer any questions asked by the Committee or Owner and/or Violating Party, but to otherwise not influence the determination of the Committee.

10. **Third Letter – Notice of Decision:** The Committee shall make its determination at the conclusion of the Committee Meeting as to whether a fine should be confirmed or rejected. If a majority of Members of the Committee appearing at the Committee Meeting where a quorum of the Committee is present agree as to a course of action, the Committee shall send the Board a "Report of Compliance Committee" ("**Report**") in the form attached hereto. The Chair or Vice-Chair of the Committee shall be required to sign the Reports, which signature shall be presumed to represent the decision of the Committee. The Association's manager or Board of Directors shall, within seven (7) days after the Fining Hearing, send notice to the Owner and, if applicable, the Violating Party, regarding the decision of the Committee ("**Notice of Decision**"), and follow up with appropriate invoices, billings, and collections as then or subsequently may be appropriate or necessary. The Notice of Decision will include any applicable fines or suspensions that the Committee approved or rejected, and how the Owner or Violating Party may cure the violation, if applicable, or fulfill a suspension, or the date by which the fine must be paid. If the proposed fine levied by the Board of Directors is approved by the Committee, the fine payment is due within thirty (30) days after the date the Association sends to the Owner and, if applicable, the Violating Party the Notice of Decision stating the fine has been levied. In no instance shall the Board of Directors have the authority to impose a fine for a violation when the Committee votes to reject a levied fine as a result of said violation, unless the Board has otherwise initiated a new fining process. If the violation is cured before the thirty (30) day deadline described in the Notice of Decision, the fine and/or suspension will not be imposed.

11. If an Owner (or the Owner's tenant, if applicable) refuses to pay the fine imposed by the Committee or cure the violation, if applicable, within thirty (30) days of receipt of the Notice of Decision, the Owner will be referred to the Association's legal counsel for collection. In addition, the Owner will be ineligible to be a candidate for the Board of Directors at a future election. If the fine is outstanding for more than ninety (90) days, the Association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities or any other association property (except use of the common areas used to provide access or utility services to a lot) until the fee, fine, or other monetary obligation is paid in full. All suspensions imposed pursuant to this paragraph must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Owner's tenant, occupant, licensee, or invitee by mail or hand delivery.

IV. Additional Notes:

a. Warning Letters, if applicable, include a description of the alleged violation, a picture of the violation, if applicable, the Owner's name and address, and the timeframe to cure.

b. The Warning Letters are sent via regular mail only; the balance of the letters are sent via regular mail as well as certified mail with return receipt requested. The Notice of Hearing letter requires a minimum of fourteen-day (14) but no more than 90 days advance notice prior to the hearing.

c. The Committee should establish a predetermined day, time, and location for its meeting.

d. The Committee should have a chairperson and co-chairperson appointed by the Board of Directors. There will be at least three (3) Committee members.

e. After each case is heard, the Committee should make a motion to confirm or reject the fine, suspension, or other permissible sanction, and the appropriate amount per day and/or occurrence previously approved and imposed by the Board of Directors pursuant to this Governing Document Enforcement and Fining Policy. **Pursuant to Florida law, the Committee does not have the authority to either reduce or increase the proposed fine.**

f. All references to the Owner herein shall also refer to the Owner's tenant, occupant, licensee, guest or invitee if the fine or suspension is to be levied against such other persons. If those persons do not pay the fine levied, the Owner is ultimately responsible to pay the fine as provided herein.

g. Any person who is fined or has their privilege to use the common areas and facilities or other Association property suspended may appeal the decision of the Committee to the Board of Directors by submitting a request for appeal to the President or Secretary of the Board of Directors within ten (10) days of receipt of notice of the Committee's decision to confirm the fine or suspension at issue.

V. Fines and Suspensions (Common Violations):

Violation	Time to Cure	Fine
Architectural Review Committee (ARC) Violations Examples: <ul style="list-style-type: none">• Unauthorized alterations or modifications to the property• Failure to submit required ARC application or obtain prior approval• Defective or substandard work performed without proper authorization	30 days	\$100 per day if not cured after the First Letter

Parking Violations Examples: <ul style="list-style-type: none"> • Failure to obtain or display a valid guest parking pass • Vehicles not registered with the Association as required • Improper or unlawful parking, including parking in restricted or prohibited areas 	N/A	\$100 per occurrence
Pet Violations Examples: <ul style="list-style-type: none"> • Pets not kept on a leash while outside the residence • Failure to promptly pick up and properly dispose of pet waste 	N/A	\$100 per occurrence
Vehicle Restrictions Examples: <ul style="list-style-type: none"> • Parking or storing recreational vehicles (RVs), trailers, boats, or similar vehicles within the community in violation of Association rules 	N/A	\$100 per day
Property Maintenance Violations Examples: <ul style="list-style-type: none"> • Failure to maintain the exterior appearance of the home and surrounding lot, including landscaping and upkeep 	30 days	\$100 per day if not cured after the First Letter
Signage and Decoration Violations Examples: <ul style="list-style-type: none"> • Display of signs, banners, flags, or other decorations that have not been approved by the Association 	5 days	\$100 per day if not cured after the First Letter
Nuisance Violations Examples: <ul style="list-style-type: none"> • Excessive or disruptive noise • Offensive or unsightly odors • Engagement in illegal or unlawful activity 	N/A	\$100 per occurrence
Refuse and Recycling Violations Examples: <ul style="list-style-type: none"> • Leaving garbage cans or recycling containers at the curb or end of the driveway more than 24 hours before or after the scheduled collection day or time 	N/A	\$100 per occurrence
Damage to Common Area Facilities Examples: <ul style="list-style-type: none"> • Vandalism or misuse of shared amenities, including but not limited to sports courts, playground equipment, or recreational areas 	N/A	\$100 per occurrence
Pool Rule Violations Examples: <ul style="list-style-type: none"> • Destruction or improper use of pool equipment • Unsanitary conduct, including defecation or other biohazards in the pool 	N/A	\$100 per occurrence

Safety and Obstruction Hazards Examples: <ul style="list-style-type: none"> • Running electrical cords or other trip hazards across walkways or sidewalks • Blocking sidewalks or leaving personal items unattended in common areas, impeding safe access or passage 	N/A	\$100 per occurrence
Hurricane Shutters Examples: <ul style="list-style-type: none"> • Failure to remove shutters from the exterior of a home within the timeframe required by the Association after the storm has passed • Leaving hurricane shutters closed during non-storm periods 	10 days	\$100 per day if not cured after the First Letter

The Board is adopting a fine for all violations listed above until such time that the violation is corrected, and \$100.00 per day per occurrence for all other violations listed above. The Board has determined in its sound business judgment that this allows for a consistent, fair, non-selective and efficient process. The amount of a fine for a violation listed above can be altered at any time by the Board. The Board may also supplement, including adding additional violation types to the schedule. This schedule is designed to be used in conjunction with the violation process as established and modified by the Board from time to time. This schedule does not include all the violations that may occur. The Board of Directors and/or Management will consider other violations and the fine on a case-by-case basis. Further, fines may not exceed \$100.00 per day and \$1,000.00 in the aggregate. A fine of \$1,000 or more shall constitute a lien upon the Owner's lot.

In addition to fines, the Board will suspend the use of an Owner's or resident's use of the community's common areas. The suspension period will be for the earlier of when the violation is cured.

VI. Attorneys' Fees and Costs; Additional Remedies:

If the Association incurs any expense or cost to enforce this Governing Document Enforcement & Fining Policy or to collect unpaid fines, the legal fees and costs incurred to do so shall be chargeable to the Owner responsible for such violation. The Association's right to fine a person or Owner for any violation of the Governing Documents is not intended to be an exclusive remedy. The Association reserves its right to exercise all other available remedies under its Governing Documents and applicable law, including, but not limited to, levying such fines and suspensions for violations not specifically covered by this policy. The Association may also elect to institute a lawsuit, which includes filing a petition for arbitration, against any person the Association determines in its sound business judgment to have violated the Governing Documents, and/or the Owner of the property where the person resides and seek injunctive relief and/or monetary damages.

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REPORT OF COMPLIANCE COMMITTEE

TO: Board of Directors, Riverwalk Homeowners Association, Inc.

1. Date of Notice of Violation: _____, 20____ **OR**

N/A (No Notice of Violation Given)

2. Date of Fining/Suspension Hearing: _____, 20____

3. Lot Number/Address: _____

4. Name(s) of Lot Owner(s) and, if applicable, Tenant(s), Family Member(s), Occupant(s), Guest(s), Licensee(s) and/or Invitee(s): _____

5. Type of Alleged Violation [describe basic violation and applicable provision of Riverwalk Documents]: _____

6. Proper notice of hearing verified with Manager: ☐ Yes ☐ No

7. Alleged Violator(s) is/was (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Lot Owner | <input type="checkbox"/> Resident Family Member of Lot Owner |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Resident Family Member of Tenant |
| <input type="checkbox"/> Lot Owner's Invitee | <input type="checkbox"/> Tenant's Invitee |
| <input type="checkbox"/> Other (specify) | |
- _____

8. Names of those who appeared at hearing on behalf of Owner(s): _____

9. Names of those who presented evidence at the hearing on behalf of Association: _____

10. Physical evidence (if any) presented other than testimony of verbal observations: _____

11. List any aggravating Circumstances (factors which work against the person being fined or suspended): _____

12. List any mitigating Circumstances (factors which work in favor of the person being fined or suspended which may convince the Committee not to levy a fine or suspension): _____

13. Other Comments from Committee: _____

14. Fine (if any) Confirmed or Rejected: _____

15. Suspension (if any) Confirmed or Rejected: _____

16. Duration of Suspension: _____

17. If vote of Compliance Committee is not unanimous, list each vote here: _____

Signed: _____
Chair or Vice-Chair of Compliance Committee

Print Name: _____

Date: _____



Brothers Gutters of Jupiter/West Palm Beach, FL
317 Rudder Cay Way
Jupiter, FL 33458
Web <https://www.brothersgutters.com/jupiter-west-palm-beach-fl>

Estimate
#EST 9344

Service Address

Riverwalk Condos
6285 Riverwalk Ln
Jupiter, FL 33458

Work Date:

6/1/2025

Tech Phone:

Contact:

Dave Huggins

Technician(s):

Summary

community gutter cleaning vs gutter guards

Scope:

SCOPE OF WORK - PLEASE READ ALL OF THIS

Unfortunately our very dry winter has caused the trees drop much more debris than usual and your gutters are under heavy stress again from tree debris. With the oncoming rainy/hurricane season, this has been a problem because the debris is causing the gutters to hold water, get heavy, and break seams. This is not caused by bad installation, but by stress from heavy wet debris overwhelming the gutter system. This was a problem with your previous gutter system as well, but the hope was that the larger gutters and the possibility to install larger downspouts in many places would help manage the debris better. Unfortunately, on many of the units with screen enclosures, we had to install 2x3 downspouts (instead of 3x4) because the cage frames only fit that size downspout. This was discussed with and approved by the property manager because the only other option would be having the enclosure frames adjusted.

Attached to this estimate is a breakdown of what I saw when I walked your full community. It lists the four sides individually of each building in your community and what they could possibly need for gutter guards. I measured "at risk" sections and described what sort of debris will be gathering in the gutters. When the debris was considered "large leaf" debris, it was listed as OAK. When the debris was considered a finer/pine needle debris, it was listed as PINE. I also listed sections that might not be directly under a tree as VALLEY because multiple rooflines come together and direct leaf/pine debris into the gutters. Unfortunately, many of the "valley" sections are also gutters over screen enclosures that required the 2x3 downspouts.

My suggestion is this... either the community needs to get on a regular gutter cleaning schedule (full community twice a year with some of the more at risk gutters possibly 3 times a year) or you need to consider the installation of gutter guard debris protection.

PARTIAL INSTALLATION (as listed on attached building breakdown):

To install the appropriate gutter guard protection on the 2,252 feet of gutter measured as OAK would cost \$13,500. This price is quoted at a discount of \$4,500

To install the appropriate fine debris gutter guard on the 207 feet of gutter measured and listed as PINE would cost \$1,775. This is quoted at a discount of \$415

To install the appropriate gutter guard protection on the suggested 917 feet of VALLEY roofline would cost \$5,500. This is quoted at a discount of \$1,835.

FULL COMMUNITY INSTALLATION (all gutters on all buildings):

To install the appropriate gutter guard protection on the approx 7,000 feet of gutter measured as OAK would cost \$42,000. This price is quoted at a discount of \$14,000.

To install the appropriate fine debris gutter guard on the 800 feet of gutter measured and listed as PINE would cost \$6,800 This is quoted at a discount of \$1,600

The cost to install gutter guards includes a FREE thorough internal cleaning of any gutter to have gutter guards installed. When my crew is on up on each roofline, they will see if MORE guards are needed.

The total cost for gutter guards on the full community is \$48,800. This is cost would be paid for within 3 full community cleanings (it is suggested that you have these gutters cleaned a MINIMUM twice a year). Gutter guard installation helps prevent a gutter's worst problem (debris collection/weight) from negatively impacting gutter drainage pitch and breaking seams.

>Description of the Work:

THIS estimate is for the internal cleaning of the rain gutters on 49 buildings (6166 has no gutters). This estimate will include any needed adjustments or possible repairs/caulking to the rain gutters where we see there is an issue. My experienced gutter techs will inspect all gutters and if repairs are needed to the system, take care of them while we are up cleaning gutters.

A couple notes:

>Our typical STARTING price for a cleaning on a house is \$350... This cost includes the time and labor to ladder up and safely work on upper level gutters. Buildings with roofs as high and steep as your usually is a \$450 minimum, but since we have a strong history with your community and really appreciate the relationship, I priced each building at the minimum \$350 price level. This is AT LEAST a savings of \$4900 from what I would typically quote a job this size.

>About us: The Brothers that just do Gutters are a community minded, client-focused gutter contractor who understands the importance of investing in our employees, and providing our clients with a 5-star experience. We believe in the importance of honesty, integrity, and transparency.

>Training and Installation: All of our installers are directly employed and trained by The Brothers that just do Gutters. We do not use day labor/subcontractors like many of our competitors do and we do not use low quality materials to keep our price down. We DON'T CHEAT. Please understand that we will probably not be the lowest quote you get for the gutters on this project... but you will not find a company that cares more about their customers or one that strives for better customer service before, during, and most importantly, after the installation.

>Insurance: The Brothers that just do Gutters are fully covered by a General Liability policy and all of our installers are covered by a Workman's Compensation policy.

>Warranties: We guarantee against any defects in workmanship/labor for a period of five (5) years from the date of its completion and a twenty (20) year material warranty subject to terms laid out in the annexed Limited Warranty. This warranty for installation/labor can be extended for an additional five (5) years, for a total of ten (10) years, upon the purchase and installation of an approved gutter guard system. The gutter guard system must be purchased through and installed by The Brothers that just do Gutters.

>5 Star Service: We aim to ensure every interaction is a 5 star experience and can't wait to work together!

50% deposit is due at estimate approval and before any work gets scheduled. Balance is due promptly on completion of the job.

There is a 3% Convenience fee that will be applied if the customer chooses to pay by credit card. This fee will not be charged if payment is by cash, check, or Zelle (Zelle address is matthew.Dowd@brothersgutters.com - fyi- this comes up as Daddy O LLC)

Any questions, please feel free to reach out to our owner... THAT'S ME! - Matt Dowd (561) 676-4415

Item	Description
Interior Gutter Cleaning - Base	Cleaning of the interior of a gutter system either by hand or leaf blower. CLEANING OF 49 BUILDINGS OFFERED OF ALMOST 20% OFF TYPICAL PRICING BECAUSE OF OUR PAST WORK WITH YOU. - A \$4900



Subtotal: \$17,150.00

Tax: \$0.00

Total: \$17,150.00

Payment Date	Type	CC/Check Number	Amount
		Total	\$0.00

By affixing my signature hereto, I represent that I have read this proposal and accept it as written and agreeable to me. I understand that I have the legal right to cancel up to three (3) days from the date of signing this contract. I am requesting that The Brother That Just Do Gutters proceed to order materials and schedule work. I further understand that there is a 50% deposit required to schedule my installation.

Customer Signature

Date

7/1/2025

BUILDING #	FRONT	RIGHT	BACK	LEFT	TOTAL
6343 (OLD)	0	10 (PINE)	0	10	10/10
6335 (OLD)	50	10	10	26 (PRIVATE)	70
6351 (OLD)	0	0	0	0	0
6359 (OLD)	0	0	0	0	0
6367 (OLD)	22	0	65	10	97
6375 (OLD)	0	10	18	10	38
6383 (OLD)	0	10	29	10	49
6391 (OLD)	8	10	8	0	26
6303 (OLD)	0	48	29 (PINE)	0	48/29
6311 (OLD)	0	0	26 (PINE)	0	0/26
6319 (OLD)	0	0	0	0	0
6327 (OLD)	0	0	28	44	72
6343 (OLD)	0	10 PINE	0	10	10/10
6295 (OLD)	8	10	28	10	56
6287 (OLD)	0	0	82	10	92
6279 (OLD)	0	0	0	0	0
6271 (OLD)	0	0	0	0	0
6247	0	8	110 (2X3)	0	118
6231	60	12	80	12	164
6215	122	12	112	12	258
6199	24 BAMBOO	0	0	8	8
6183	18	8	115	0	141
6159	0	12	86	8	106
6151	0	20	112 PINE 2X3	8	28/112
6143	20 PINE	50	20	50	120/20
6167	0	0	0	8	8
6150	0	0	0	0	0
6158	0	50	65	0	115

BUILDING	FRONT	RIGHT	BACK	LEFT	TOTAL
6175	0	0	0	8	8
6191	0	8	83 VALLEY 2X3	0	8
6207	54	16	95 VALL 2X3	8	78
6223	34	8	100 VALL 2X3	8	50
6239	34	8	82 VALL 2X3	8	50
6255	0	0	78 VALL 2X3	8	8
6263	0	8	114 VALL 2X3	8	16
6166	0	0	0	0	0
6174	0	8	85 VALL 2X3	12	20
6182	0	8	80 VALL 2X3	0	8
6190	0	8	100 VALL 2X3	8	16
6198	0	0	4	0	4
6206	0	0	100 VALL 2X3	16	16
6214	0	8	4	0	12
6222	0	8	100	0	108
6238	0	0	0	0	0
6230	0	0	0	8	8
6246	0	8	0	0	8
6254	0	0	0	8	8
6262	0	0	0	8	8
6270	40	8	70	16	134
6288	25 CORNER	25 CORNER	0	0	50
				TOTAL PINE	207 FT
				TOTAL OAK	2,252 FT
		BAD VALLEYS	2X3 ENCLOS.	917 FT	

The Brothers that just do Gutters | Terms and Conditions of Service

1. Introduction. Our estimate is based upon our reasonable judgment and expires after 30 days. The following are our Terms and Conditions of Service. These Terms and Conditions of Service, together with the estimate above, form an agreement ("Agreement"). Even if this Agreement is not signed, through oversight, or because it is misplaced, or any other reason, you understand that unless we otherwise agree in writing, any work we do for you is subject to the Terms and Conditions of Service set forth in this Agreement. Therefore, we ask that you review the Agreement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Agreement. We and you are defined above and referred to collectively herein as the "parties," and each individually as a "party."

2. Services. We shall provide you with such services (the "Services") as may be requested by you from time to time during the Term (as defined below) and as specifically described in the above. You acknowledge that our obligations under this Agreement are limited to providing the Services identified in the above. We are not responsible for and shall not be liable for: fascia rot, soffit rot/damage, rafter tail rot/damage, utility line removal or other repairs or preparatory work needed before Services can be performed; unforeseen conditions discovered after Services begin; vermin, pests or other infestations; the performance, acts, omissions, or breaches of contract of any party providing goods or services to you, including, any vendor, or supplier, and delays of any kind (including delays in obtaining permits, licenses, approvals, installation or delivery); errors or omissions in materials or design; nor cost overruns or changes, whatsoever. Title and risk of loss to materials furnished by us during performance of the Services shall pass to you upon delivery, subject to our right to a purchase money security interest until you have paid for such materials.

3. Certain Consents. You authorize and consent to our taking the steps we deem necessary to comply with all applicable federal, state and local safety regulations and industry standards relative to fall protection applicable to work being conducted on elevated surfaces or in areas with the potential for falls including, without limitation, the use of lifelines, lanyards, and climbing devices attached to your roof or ridgeline. You further authorize and consent to our placing any yard sign advertising our services on your lawn that is permitted by applicable zoning and other regulations.

4. Fees and Payment. You shall pay to us the fees set forth; plus, other amounts described in this Section (collectively the "Fees"). You must pay us ninety (90%) of the total fees due at the time you request a delay in our Services for any reason. Except to the extent provided above, you shall pay Fees for all Services on a time-and-materials basis pursuant to our then-current rates. You shall compensate us for all costs and other overhead and expenses that are incurred by us in providing the Services including, without limitation: (i) required permits, licenses, and approvals; (ii) materials and services; (iii) contractor subcontractor, supplier and other fees and costs we incur on your behalf; and (iv) all other costs and expenses incurred in providing the Services. All Fees are fully earned upon signing the Agreement and are nonrefundable. You shall make payment as indicated above, but in no event later than five (5) days after the date of completion of Services unless we agree otherwise in writing. Thereafter, we may impose a late charge of 1% of the unpaid balance of the invoice per month. You also agree to pay for all cost of collection, including but not limited to, collection agency costs, court costs, and reasonable attorney fees, due to your failure to make payments under this Agreement when due. Any deficiencies in the Services must be identified in a written rejection within ten (10) business days of receipt of the applicable invoice, otherwise, payment shall constitute acceptance of the Services, such that we are deemed to have met all requirements set forth in this Agreement.

5. Term and Termination. This Agreement will commence upon the parties signing and remain in effect until all Services described in the Agreement are completed (the "Term"). We may terminate this Agreement at any time if you fail to make any payment when due or you are in material breach of this Agreement, effective upon written notice to you. Expiration or termination of this Agreement will not excuse you of your obligation to pay us any Fees or other monies that have accrued as of the effective date of expiration or termination. This Agreement and the payment of Fees is noncancellable.

6. Warranty. We shall perform the Services in accordance with a reasonable standard of care or skill consistent with applicable industry standards. If a court of competent jurisdiction determines that we have breached the applicable standard

of care, your sole and exclusive remedy shall be for us to reperform the Services or, at our option, refund the amount actually paid for such Services found to be deficient. All installation of gutters, hangers, corners, end caps, elbows and downspouts performed by Supplier ("Installation Work"), will include the following Limited Warranty ("Limited Warranty"). Subject to the conditions and exclusions set forth below, all Installation Work will be free from material defects in our workmanship for a period beginning on the date of completion of the Services and lasting for ten (10) years for Installation Work that includes our approved gutter guard system, and five (5) years for all other Installation Work (as applicable, the "Warranty Period"). Your sole and exclusive remedy and our sole and exclusive liability under this Limited Warranty will be for us to repair or replace the deficiency or, at our option, to refund the amount paid for the deficient Installation Work. This Limited Warranty does not apply to materials, components, supplies, parts, or goods manufactured by a party other than us (the "OEM"), including that the Limited Warranty does not cover defects in the finish, color, chipping, or blistering of gutters. All such materials will be governed solely by the OEM's warranty, and your sole recourse with respect to such materials will be under the OEM's warranty to the extent the warranty is transferrable to you. This Limited Warranty does not apply to any damage, failure or other issues caused by your failure to comply with our and/or the OEM's instructions, requirements or warranty conditions including, without limitation, to regularly maintain and remove debris from all parts of the gutter system, refrain from altering or repairing the gutters except by us and notify us of your claim within the Warranty Period. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE THE ONLY WARRANTIES WE MAKE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WE HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. OUR CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY CLAIM FOR LOSS OR LIABILITY BASED ON, RESULTING OUT OF, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL IN NO CASE EXCEED THE AMOUNT OF THE FEES THEN DUE AND OWING BY YOU TO US. EXCEPT FOR CLAIMS ARISING FROM YOUR NONPAYMENT OF FEES OR OTHER AMOUNTS DUE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

8. Force Majeure. Neither party shall be held responsible or liable for any loss, damage or delay caused by accidents, strikes, fires, pandemic, government action, floods or other circumstances or other causes beyond its reasonable control (each, a "Force Majeure Event"). A party's performance under this Section will be suspended only for so long as the Force Majeure Event exists. Notwithstanding the foregoing, a Force Majeure Event will not excuse your duty to make timely payment due under this Agreement.

9. French Drains. You agree to inform us or provide a map of any and all subsurface systems in the ground around which we will be excavating for French Drains. We will not be responsible for any damage to any subsurface systems including, but not limited to irrigation, fiber optic, gas, electric or water lines. By accepting this agreement, YOU RELEASE US FROM ANY LIABILITY FOR ANY DAMAGE TO A SUBSURFACE SYSTEM OR ANY DAMAGE RELATING TO OR RESULTING FROM A SUBSURFACE SYSTEM. FURTHER, YOU INDEMNIFY AND DEFEND US FOR ANY LIABILITY (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND RESULTING FEES AND EXPENSES) RESULTING FROM YOUR FAILURE TO PROPERLY DISCLOSE ALL SUBSURFACE SYSTEMS LOCATED AROUND THE AREA WHERE WE WILL BE EXCAVATING.

10. Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. We provide the Services as an independent contractor and are not your agent, joint venturer, partner, representative, or employee. If you are signing this Agreement as a business entity, then the liability of the business entity and each person signing this Agreement shall be joint and several. Except as to payment of Fees, time is not of the essence in relation to any obligation under this agreement. Any notice required or permitted to be given by this Agreement shall be in writing and delivered by a nationally

recognized overnight courier of general commercial use and acceptance to the contact person for the recipient party at the mailing address above and shall be deemed delivered upon receipt or, if receipt is refused, upon tender of delivery. This Agreement shall be governed by and construed in accordance with the laws of the state where our principal office is located without regard to conflict of law principles, and the parties agree that all actions must be commenced in a state court of general jurisdiction closest to our principal office. No amendment, waiver or consent shall be valid unless in a writing signed by all parties. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs. Obligations and rights that, by their nature, are intended to survive termination or expiration of this Agreement shall so survive. This Agreement can be executed in multiple counterparts by facsimile or electronic transmission, and each will be deemed an original.

YOU MAY CANCEL THIS AGREEMENT, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM SIGNING BY SENDING WRITTEN NOTICE TO US

Riverwalk Condos

Name of Owner

LIMITED WARRANTY

WHAT THIS WARRANTY COVERS

The Brothers That Just Do Gutters ("Brothers Gutters") Limited Warranty guarantees that all work performed by Brothers Gutters, including the installation of the gutters, hangers, corners, end caps, elbows and downspouts will be in accordance with the generally accepted home improvement standards and, with regular maintenance (see Customer Obligations below), will properly function for the life of this warranty. Brothers Gutters will also guarantee against any defects in material including any defects in finish, color, chipping, or blistering of the products under ordinary use and wear for the life of this warranty.

WHAT THIS WARRANTY DOES NOT COVER

The Limited Warranty does not cover: Damage caused by owner abuse, malicious and/or intentional destruction or damage caused to the gutter system. Any acts of Vandalism. Natural wear and or change in finish or color caused by wind, rain, sleet, hail, ice, snow, or by any other Act of God or other environmental conditions. Damage or defects which are the result of characteristics common to the materials used or conditions resulting from condensation, expansion, or contraction of such materials. Any damage to the home as a result of damage to the gutter system. Any alterations or modifications made by anyone other than a Brothers Gutters Specialist. Any defect or damage caused by another person or contractor's work to the building or home following the gutter installation including any work performed to the roof, fascia, drip edge or shingles. Any water going behind their gutters as a result of shingles extending less than 1 inch past the drip edge or fascia. Any damage caused by fire. Any damage caused by impact from any foreign objects. Any damage or malfunction caused by building or home structure settling or foundational distortion.

WHAT IS THE PERIOD OF COVERAGE

The five (5) year Limited Warranty commences upon the completion of the installation of the gutter system and payment is received by Brothers Gutters in full and will continue for five (5) years thereafter. The Limited Warranty may be extended for an additional five (5) years, for a total of ten (10) years, by the purchase and installation of an approved gutter guard system. The approved gutter guard system must be purchased and installed by a Brothers Gutters Specialist within 90 days from the date of the original installation. If the approved gutter guard system is installed on a date after the original installation, the extension of the Limited Warranty will be subject to an evaluation of the gutter system by a Brothers Gutters Installation Specialist.

WHAT ARE THE CUSTOMERS OBLIGATIONS

Customers, in order to be eligible for any benefits set forth in this Limited Warranty, must provide regular maintenance and debris removal from the gutter system including the gutters, elbows, down spouts, extensions and drainage pipes. Failure to provide evidence of regular maintenance may void any Warranty.

WHAT WE WILL DO TO CORRECT PROBLEMS

Brothers Gutters will repair or replace any damaged portion of the gutter system up to the entire gutter system. The Limited Warranty will cover up to the total amount of footage of gutter, downspout and/or gutter guards purchased in the original contract. In the event the entire footage initially purchased by customer in the contract is replaced, the Limited Warranty will automatically terminate.

WHAT WE WILL NOT DO

Brothers Gutters will not repair or replace any undamaged portions of the gutter system as determined by a Brothers Gutters Installation Specialist. Brothers Gutters will not for any reason repair or replace any damage to Customer's home.

HOW TO MAKE A WARRANTY CLAIM

Customer must notify Brothers Gutters within five (5) days of any claimed damage or as soon thereafter as the damage is discovered by phone and email. Brothers Gutters will accept warranty claims 24 hours a day, 7 days a week, 365 days a year at the number and email address set forth within the original contract. All claims must be made within the period of

coverage and provide the name and address of the Customer; a brief description of the damage; location of the damage; what caused the damage and a number and email address where the Customer can be reached during the day and night.

FAILURE TO PROVIDE NOTICE AS SET FORTH ABOVE WILL VOID ANY WARRANTY.

A Brothers Gutters representative will contact you within five (5) days to schedule a mutually convenient appointment for an Installation Specialist to evaluate the damage. If, in the discretion of the Installation Specialist, the damage is covered under the Limited Warranty, the Installation Specialist will determine and provide a remediation plan to the Customer. All warranty repairs and/or replacement will be scheduled within two weeks of the date the Installation Specialist provides a remediation plan to the Customer.

THE LIMITED WARRANTY IS TRANSFERABLE

This Limited Warranty is transferable to all subsequent purchasers of the home, dwelling building or structure. To transfer this warranty to a new owner, the Customer must have the new owner sign and date the original warranty and forward the same to the Brothers Gutters. Under no circumstance can a warranty be extended by any such transfer. The customer can only transfer the remaining time left on the Limited Warranty. New owner may inquire regarding purchasing an approved gutter guard system to extend the Limited Warranty for an additional five (5) years subject to the provisions set forth herein.

MEDIATION

In the event of a dispute over claims or coverage, Customer agrees to file a written claim to the Brother Gutters and Brothers Gutters will have thirty (30) days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the state in which the Brothers Gutters division is located as set forth within the contract. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions Customer, agrees that;

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.
2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association of the state in which The Brothers That Just Do Gutters division is located under its Commercial mediation rules Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
3. Any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred to a maximum of \$1500 per claim, but in no event shall include attorneys' fees.
4. Under no circumstance will Customer be permitted to obtain awards for, and Customer hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Limited Warranty Agreement, shall be governed by, and construed in accordance with, the laws of the state in which the Brothers Gutters division is located as set forth within the contract without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state in which the Brothers Gutters division is located as set forth within the contract.

SEVERABILITY

If any provision of this Limited Warranty is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force of effect; but the remainder of this Limited Warranty shall continue in full force and effect.

GUTTER MAINTENANCE AGREEMENT

Contractor will clean all leaves and debris from the inside of all gutters, down spouts, elbows and joints. Contractor will remove all gutter debris from the premises, sweep all sidewalks, decks, patios, and driveways of any debris created as a result of the gutter cleaning. Contractor will perform minor repairs such as re-securing gutters, elbows and applying sealant to any leaky joints or corners. Contractor will provide Owner with an email notification of the scheduled maintenance (due to the volume and nature of the gutter cleaning and maintenance contractor, will not accommodate requests for specific times or dates for scheduled maintenance). Contractor will not be responsible for any damage to the Owner's home or property caused by debris in the gutter system.

The Owner shall provide the Contractor with such access to the property as is reasonably necessary for the Contractor to comply with the terms of this agreement. The Owner shall immediately notify the Contractor once the property has been sold, and no longer requires property maintenance services. Owners must maintain a valid credit card on file with Contractor for the payment of each scheduled gutter maintenance/cleaning. Any failure to provide payment within 30 days will be subject to the Delinquent Account Disclaimer set forth below and may result in an immediate termination of this agreement.

Contractor will provide the services set forth herein and outlined in the estimate at the prices quoted therein. Contractor reserves the right to change the price of this agreement upon renewal and can choose not to renew the agreement at their discretion. Contractor also reserves the right to decline and/or renegotiate the maintenance/cleaning upon arrival at the premises if any of the following conditions exist: (i) the scope work is beyond routine maintenance; (ii) there is excessive linear footage; (iii) there is inaccessible or difficult access to the home or gutters; (iv) the house or gutters are in significant disrepair; (v) there is existing gutter protection; (vi) there exists unsafe working conditions. If such an agreement cannot be made service will be cancelled at no further charge to the Owner.

The Owner may cancel this agreement at any time prior to any maintenance scheduled. All previous balances for work performed must be paid in full before cancellation. Cancellations must be in writing and received via email, fax or mail 30 days prior to the scheduled cleaning dates. Owners that cancel within the maintenance cleaning dates will be charged a cancellation fee up to or equivalent to the full cost of the maintenance/cleaning.

Any sum which is more than thirty (30) days past due will accrue interest at 18% per year. In the event Contractor seeks legal advice with respect to the collection of any amounts due as a result of work performed for the Owner, Contractor will be entitled to collect its actual legal fees, cost, and disbursements, in addition to the principal sum due plus interest.

This Agreement will automatically renew every year and remain in effect until terminated as set forth herein.

This Agreement supersedes all prior negotiations, agreements, and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement. Any amendment or modification to this Agreement must be in writing and must be signed by both Parties.