



Project Disclaimer Terms

These disclaimers apply to all services, labor, and materials provided by Apex Construction Miami. By accepting any formal estimate or proposal, the client acknowledges and agrees to be bound by the following terms:

1. Payment Terms Disclaimer

Payment structures are determined solely by Apex Construction Miami and may vary depending on the nature and scope of the project. These structures may include, but are not limited to:

- 50% / 25% / 25%
- 50% / 50%
- Lump sum payment at project commencement
- Or any other payment division deemed appropriate by Apex

Final payment is due immediately upon completion of the work. Clients are expected to fulfill all remaining balances at the time of project completion without delay.

Any failure to submit payment at that time will be considered a breach of agreement and will result in the application of late fees, potential interest charges, and the suspension of any ongoing or future work. Apex Construction Miami reserves the right to initiate legal action and/or file a mechanics lien against the property for any unpaid balances, in addition to recovering legal, administrative, and collection costs as necessary.

2. Permitting & Code Compliance Disclaimer

The property owner is solely responsible for securing all necessary permits, approvals, and variances for the project unless explicitly stated otherwise in the written contract.

Apex Construction Miami shall assume responsibility for obtaining permits only when required by local or county laws, or when such responsibility is specifically included in the agreed scope of work, including instances where the client elects to proceed as an Owner-Builder.

In these cases, Apex Construction Miami reserves the sole discretion to determine whether permits are pulled directly by the company or indirectly through licensed subcontractors under its direction.

Apex's role is limited strictly to pulling and managing permits as a service. All permitting fees, municipal charges, and any fines or penalties issued by local authorities shall remain the sole financial responsibility of the property owner.

Apex shall not be held liable for any project delays, legal penalties, work stoppages, or enforcement actions arising from the owner's failure to comply with applicable permitting requirements, where such responsibility does not fall under Apex per contract or law.

3. Unforeseen Conditions Disclaimer

Apex Construction Miami shall not be held responsible for delays, damages, or cost increases resulting from unforeseen site conditions, including but not limited to hidden structural defects, mold, asbestos, termite damage, or other latent issues uncovered during the course of work.

Remediation or additional work required to address such issues will be proposed separately and billed accordingly, subject to client approval.

4. Change Orders & Additional Work Disclaimer

All changes to the original scope of work must be documented via a formal change order, signed by both parties prior to commencement.

Additional work will incur extra charges and may affect the project timeline. No verbal modifications will be honored without written authorization.

5. Warranty & Liability Disclaimer

Apex Construction Miami provides a 5-day limited workmanship warranty on all completed work, effective from the date of project

completion. This warranty strictly covers defects or issues arising directly from the work performed within the defined project scope. Any claims must be submitted in writing within this 5-day window. Apex is not liable for any conditions or damages reported after this period, unless they are proven to be a direct result of the completed work.

This warranty does not cover damages caused by misuse, neglect, improper maintenance, third-party alterations, normal wear and tear, or acts of God.

Liability for any qualifying warranty claim is limited exclusively to the cost of the work performed. Apex Construction Miami is not responsible for any indirect, incidental, or consequential damages arising from the project.

6. Material Selection & Delays Disclaimer

Apex Construction Miami is not liable for delays caused by material shortages, manufacturer backorders, or supply chain disruptions beyond our control.

Any such delays may affect the project timeline. Clients will be promptly notified and given available alternatives, if applicable.



Binding Acknowledgment Clause

By accepting Apex Construction Miami's estimate, proposal, or initiating project work, the client acknowledges that they have read, understood, and agreed to all the terms outlined in this disclaimer.

These terms shall be legally binding and enforceable throughout the duration of the project and beyond, where applicable.