

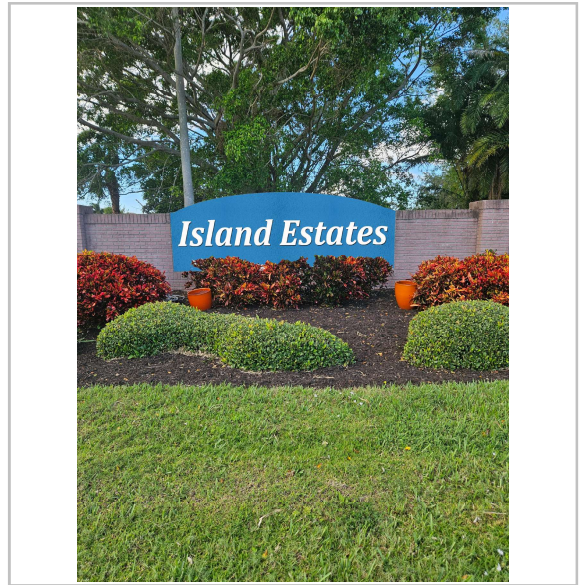


Customer: Island Estates	Contact: David Diamond
Email: sunsetlakesrealtyinc@gmail.com	Phone: 321-544-7777
Project Address: 859 Windchime Pl	Date: 11/21/24

CONTRACT

SCOPE OF WORK:

- | | |
|--|------------|
| Refurbish 2 neighborhood entrance signs | \$5,700.00 |
| ·Remove all existing signage | |
| ·Stucco texture walls | |
| ·Paint walls | |
| ·Install new LED reverse lit channel letters | |
| -UL Listed/Outdoor Rated | |
| -Color change LEDs | |
| -3yr parts/1yr labor warranty | |
| -314 Stainless steel, laser welded letter cans | |
| -Painted satin white finish | |



Trip Fee	
Installation Labor	\$1,500.00
Engineering	\$0.00
Permit Acquisition Labor	\$0.00

SUBTOTAL: \$7,200.00 **TAX:** \$399.00 **TOTAL:** \$7,599.00 **DEPOSIT DUE:** \$3,800.00
TOTAL DOES NOT INCLUDE THE COST OF THE PERMIT. PERMIT WILL BE BILLED AT ACTUAL COST UPON COMPLETION.

RESPECTFULLY SUBMITTED BY: JONATHAN SKINNER EMAIL: SIGNLORDS@GMAIL.COM

Terms and Conditions: A deposit is due upon acceptance of job. Balance is due upon installation. Any payments not received in a timely manner by SignLords shall bear interest from the due date at the rate of 18% per annum, with a \$50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of SignLords until paid in full. Customer's failure to submit prompt final payment following installations as per plan shall constitute default. The client/buyer agrees to pay all cost in the event of default of payment by the client/buyer, including reasonable attorney's fees. The client/buyer hereby grants Signs Lords the right of entry into and on the property of the client/buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage.

NOTES: SignLords will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon our crews arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (i.e. coquina, rock, large roots, water, pipe, etc.) or fascias (i.e. steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at SignLord standard pricing. Sign Lords reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and/or overall appearance.

Product Warranty: Our standard warranty is as follows: One (1) year on materials, finishes, general workmanship parts and labor. one (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) day on fluorescent lamp; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Signs Lords to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE

AUTHORIZED CUSTOMER PRINTED NAME

AUTHORIZED CUSTOMER SIGNATURE

Brevard Lawn Care Inc.
P.O. Box 560091-0091
Rockledge, FL 32955

Estimate

Date 1/3/2025
Estimate # 18

Name / Address
Sunset Lakes HOA

P.O. #

Terms date

Due Date 1/30/2025

Other

Description	Qty	Rate	Total
2 guys cleaning the burm for 5 days; \$2500.00 plus the cost of disposing the trash at the landfill \$47 per ton.		0.00	0.00
pick up fallen debris from the burm once a month \$250.00 plus the cost of disposing the trash at the landfill \$47 per ton.		0.00	0.00
		Subtotal	\$0.00
		Sales Tax (0.0%)	\$0.00
		Total	\$0.00

Brevard Lawn Care Inc.
carlospereyrajr@hotmail.com

321-604-1093
321-806-4610

ECOR Lawn Spray & Pest Control
 2840 Electronics Drive - Melbourne, FL 32935
 (321) 254-0930 - Fax (321) 254-4695

INVOICE NO. Quote per Chris N
 DATE January 15, 2025
 CUSTOMER ID
 EXPIRATION DATE

For Sunset Lakes/Island Estates
 Sunset Lakes Drive
 Merritt Island, FL 32953

Contact: Holly Finchum
 hflinchum@lelandmanagement.com

JOB	SALESPERSON	LOCATION	DUE DATE
Advion Applications	Chris Nixon	Sunset Lakes/Island Estates	

SERVICE	DESCRIPTION	Per Application	Annual Cost
Advion	Quarterly fire ant control to grassy common areas only	\$1,600.00	\$6,400.00
Sunset Lakes	Service area is approx 400,000 sq feet.		
	Please allow 2 to 3 weeks after product activation for full benefit.		
Advion	Quarterly fire ant control to Wind Chime entrance only	\$1,000.00	\$4,000.00
Island Estates	Service area is approx 60,000 sq feet.		
	Please allow 2 to 3 weeks after product activation for full benefit.		
	****ANNUAL COST of all services must be paid in advance****		

SUBTOTAL	\$10,400.00
SALES TAX	-
PAGE 1 TOTAL	\$ 10,400.00

THANK YOU FOR YOUR BUSINESS!



Dear Ms. Flinchum,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for **the fire ant treatment at the recreation area at Sunset Lakes.** **Environmental Restoration Services** is a full-service environmental resource management team, offering a wide a variety of services, including:

- Consulting
 - Dredgesox Earth-Friendly Erosion Control System
 - Lake Management
 - Invasive plant control and pond clean out's
 - Floating fountain's
 - Aeration system sales and service
 - Native Plant Installation
 - Drainage services
 - And much more
-
- **Environmental Restoration Services is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage. We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!**

Respectfully yours,
Environmental Restoration Services



Holly Flinchum, Community Association Manager %
SUNSET LAKES
1221 Admiralty Blvd, Rockledge, FL 32955
Phone: 321-379-5575
Email: hflinchum@lelandmanagement.com

Special Service Agreement - Berm Maintenance
1/15/2025. Six (6) yearly visits or every other month
maintenance.

1. Weeding of the berm shall be done as often as necessary to maintain a high standard of cultivation and attractive appearance. Every plant and shrub shall be weeded and/or hoed no less than once every other month or six (6) times per year. Where, in the opinion of the Contractor, it is safe and practical to control weeds by use of E.P.A. approved chemicals, the Contractor may at his/her discretion use said chemicals for weed control.
2. Removal of leaf litter such as limbs, palm fronds or bamboo shoots will be removed as needed to maintain a neat appearance.
3. Trimming of plants, trees or bamboo will occur each service as needed. Palm trees are to be trimmed twice per year. Seed pods shall be removed prior to opening, and dead fronds shall be removed during winter months and as necessary to maintain a good appearance for each individual specimen.
4. Mulch can be applied upon request.

Total investment per year: \$6,600.00

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **ERS** for the consequences of such services.
2. **ERS** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. If **ERS** is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **ERS**.
7. **ERS** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **ERS** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Joe Harms

Environmental Restoration Services, Inc.
Authorized Signature

Sunset Lakes HOA

Sidewalk Maintenance Proposal

Sunset Lakes HOA/ CO Leland

Julie Song

Project:

Sunset Lakes Sidewalk Project 2025

Sunset Lakes Drive
Merritt Island, Florida 32953



Steven L Schwartz
Account Manager

Our Company

Company Info



Atlantic Southern Paving and Sealcoating
460 Cox Road
Cocoa, FL 32926

P: 321-256-4020
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

Steven L. Schwartz
Account Manager
SSchwartz@atlanticsouthernpaving.com
Cell: 914-224-9901
Office 321-256-4020

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

FDOT Certified Contractor

Contractor Note(s)

1. Please note that there is limited access to the sidewalk locations around the lake. So that will require us potentially needing to cut through yards.
2. Please note that in order to get the existing sidewalk out we will need to use machinery to haul away. That may result in sod damage.
3. Although we will try our best not to damage sod, high probability that some sod will need to be replaced. At the end of project we can determine what needs to be replaced and at that point, a change order may be required.

Concrete Sidewalk Remove and Replace

1. We have identified 18 area(s) comprising approx. 1,198 sq. ft for a new concrete surface.
2. Sawcut and remove damaged sidewalk.
3. Excavate and remove dirt and grass up to (exc tons) tons.
4. **New Concrete Surface:** We will form, place and finish 4 inches of psi concrete. Control & Expansion joints will be installed as necessary.
5. **Finish:** The final finish of the new concrete surface will be Brush-Finished. If you desire a different finish, please let us know prior to the acceptance of this proposal.
6. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
7. **Also Includes 7 areas of grinding and also adding a thickened edge on 508 Sf of the sidewalk.**

Total Price: \$28,275.00

Site Map



Notes:

Price Breakdown: Sunset Lakes Sidewalk Project 2025



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on January 16, 2025.

Item	Description	Cost
1.	Concrete Sidewalk Remove and Replace	\$28,275.00
Total:		\$28,275.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____

Julie Song | HOA President
Sunset Lakes HOA/ CO Leland
Sunset Lakes Drive
Merritt Island, Florida 32953
julieksong02@gmail.com
C: 321-246-1885
O: 321-246-1885

Steven L Schwartz | Account Manager
Atlantic Southern Paving and Sealcoating
460 Cox Road
Cocoa, FL 32926
E: SSchwartz@atlanticsouthernpaving.com
C: 914-224-9901
P: 321-256-4020
F: 954-581-0465
<http://www.atlanticsouthernpaving.com>

Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$800.00**

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to curb, car stops and previously painted concrete that have not been pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$2,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
16. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
17. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of**

new asphalt overlay due to the cracked condition of the existing asphalt pavement.

18. Owner agrees to pay asphalt over-runs at \$175.00 per ton.
19. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton
20. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
21. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
22. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
26. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
27. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
28. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
29. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
30. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Sealcoating Commercial | Owners Resp & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$1500 for Sealcoating)***
2. **Cleaning:** Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
3. **Cracking:** cracks in pavement will still be noticeable after Sealcoating
4. **Lawn Fertilization:** should not be installed seven days before or after service.
5. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
7. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings*** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
8. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving.

We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.

9. **Overspray on Grass:** where grass meets your pavement, you may expect a small “drift spray” of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Please click any of the links below to view and print all documents.

Company Attachments

[COI 2024](#)



Dear Ms. Flinchum,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for **the fire ant treatment at the recreation area at Sunset Lakes.** **Environmental Restoration Services** is a full-service environmental resource management team, offering a wide a variety of services, including:

- Consulting
 - Dredgesox Earth-Friendly Erosion Control System
 - Lake Management
 - Invasive plant control and pond clean out's
 - Floating fountain's
 - Aeration system sales and service
 - Native Plant Installation
 - Drainage services
 - And much more
-
- **Environmental Restoration Services is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage. We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!**

Respectfully yours,
Environmental Restoration Services



Holly Flinchum, Community Association Manager %
SUNSET LAKES
1221 Admiralty Blvd, Rockledge, FL 32955
Phone: 321-379-5575
Email: hflinchum@lelandmanagement.com

Special Service Agreement Fire ant treatment- 1/15/2025

ERS will treat the park or main recreation area for fire ants one (1) time. The area will be sprayed with insecticide to control insects and the main target is fire ants. (Approximately 4 acres to treat.)

Total: \$1,850.00

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **ERS** for the consequences of such services.
2. **ERS** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. If **ERS** is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **ERS**.
7. **ERS** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **ERS** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Joe Harms

Environmental Restoration Services, Inc.
Authorized Signature

Sunset Lakes HOA

