

E. Paragraph Headings. The paragraph headings herein are for convenient reference only, and shall have no legal effect whatsoever.

F. No Assignments. Neither party shall assign its rights and/or obligations hereunder without the prior written consent of the other party, and any attempt to do so shall be null and void.

G. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties.

H. Non-waiver. Any waiver by a party of another party's obligations hereunder shall not be deemed a waiver as to future obligations.

I. Modifications in Writing. No modification, addendum or amendment to this agreement shall be effective unless it is contained in a writing signed by all of the parties hereto.

J. Attorneys' Fees. In any lawsuit, mediation, arbitration, or other form of legal action to enforce the provisions of this Agreement or arising out of this Agreement in any way, the prevailing party shall receive its reasonable attorneys' fees and costs, incurred from the time of the breach and including any arbitration, mediation, and at both the trial and appellate levels.

K. Conflicts. If any provisions of the attached Contract conflict with the provisions contained in this Agreement, then the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date specified at the top of the first page.

CONTRACTOR:

ASSOCIATION:

**NEAL ROOFING AND
WATERPROOFING LLC**

**PRO'S NEST CONDOMINIUM
ASSOCIATION, INC.**

By: _____

By: _____

(Print Name)

(Title)

_____, President
(Print Name)

Date: _____

Date: _____

Contractor. All such remedial work shall be to the reasonable satisfaction of the Association and at the sole cost and expense of Contractor.

10. Warranty. Contractor hereby issues a warranty to the Association for twelve (12) years for workmanship, and said warranty shall begin from the date of Final Completion of the Project. Warranty on materials shall be as issued by the manufacturer(s). The Contractor warrants to the Association that materials and equipment furnished under this Agreement will be of good quality and new unless the Agreement requires or permits otherwise. The Contractor further warrants that the Work will conform to the requirements of the Agreement and will be free from defects, except for those inherent in the quality of the Work the Agreement requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. In the event of a claim under the warranty, Contractor agrees to perform an inspection of the damaged area within forty-eight (48) hours of receiving written notice from the Association and shall give the Association top priority should any repairs be required at the request of the Association. All work covered under the warranty shall be at no expense to the Association. Prior to final payment, Contractor shall provide to the Association all written documentation confirming the manufacturers' warranties, if any, on materials.

Notwithstanding anything set forth in the Manufacturer's Warranties to the contrary, those items specifically covered by the Manufacturer's Warranties and any disclaimers and limitations on liability shall in no way be deemed to limit Contractor's warranty and liability herein and is in addition to and not in lieu of the Contractor's warranty. This warranty is not in lieu of but is in addition to any other warranties, express or implied, which may be provided by law. The Contractor shall bear all costs of correcting such defective work. This obligation shall survive termination of this Agreement. If Contractor should default in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by the Association in enforcing the provisions of this Article, including, but not limited to, all attorney's fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and the Contractor shall reimburse the Association for all costs incurred in connection with the performance of such repairs.

11. Notices and Communication. All notices related to this Agreement shall be hand delivered, or sent by certified mail, return receipt requested as follows:

As to Contractor:

NEAL ROOFING AND
WATERPROOFING LLC
1875 Oak Berry Circle
Wellington, FL 33414

As to Association:

Pro's Nest Condominium Association, Inc.
c/o Jupiter Management
1340 US Highway 1, Suite 102
Jupiter, FL 33469

or to such other address as either party may hereafter provide by written notice.

12. Hurricane Preparation. The following requirements shall apply during the duration of any work being performed under the Contract. Contractor acknowledges that some or all of the work will be performed during Hurricane Season, and that it is an essential part of the Contract for Contractor to perform adequate storm protection on the buildings in the event that a hurricane or other serious weather event shall threaten the Property. In order to provide adequate protection of the buildings, Contractor agrees to do the following:

A. Contractor agrees that it will not utilize any subcontractors to perform any of the work described in the Contract unless it obtains the prior written consent of the Association. Should Contractor choose to retain any subcontractors with the Association's written consent, then Contractor shall be responsible for ensuring prompt payment to the subcontractors and shall be responsible for ensuring that the subcontractors comply with all applicable laws and carry all required insurance naming Association as an additional insured. Retaining a subcontractor to perform any work described in the Contract shall not relieve Contractor from any of its obligations under this Agreement.

B. The final payment shall not be due to Contractor until Final Completion. "Final Completion" for purposes of this Agreement and the Contract is when all of the following has occurred:

1. the Contractor has fully performed the Work pursuant to the Contract;
2. the Contractor has cleaned all Areas in which it performed Work, such that all areas are free of dirt and dust;
3. the Contractor has fully remedied all damage that was caused by Contractor or its agents and/or employees;
4. the Contractor has completed all punch list work to the reasonable satisfaction of the Association, which shall not be unreasonably withheld.
5. All required governmental agencies, if any, have performed any and all necessary inspections for the Work and approved said Work and all permits have been closed;
6. Contractor has provided Association an unconditional final release of lien for itself as well as all vendors, suppliers and subcontractors that have or may have lien rights or that provided work or materials to the Project;
7. Contractor has provided Association a Contractor's Final Affidavit per Section 713.06(3)(d), Florida Statutes; and
8. the Contractor has provided the Association with all manufacturers' warranties.

8. Insurance. Contractor represents and warrants that it has general liability insurance, worker's compensation insurance and such other coverage as may be required by law, to protect its interest and the respective duties and obligations of each party under the Agreement.

A. Contractor agrees to name the Association as an additional insured with respect to Contractor's liability and property damage insurance (having limits reasonably acceptable to the Association, no less than \$1,000,000 per occurrence) and will provide a certificate of such insurance to the Association prior to commencing any work hereunder showing that the Association is so named and that thirty (30) days written notice shall be provided to the Association in the event of cancellation or non-renewal of the policy.

B. Contractor shall provide the Association with a certificate evidencing worker's compensation coverage, which shall be maintained during the term of this Agreement.

9. Damages. Contractor will take all reasonable measures to remove all nails, and other fallen debris from the roof and will perform a magnetic sweep of the areas (on a routine basis and after final completion of the Job). The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. This includes parking any heavy vehicles and/or storing any heavy materials in a safe location so as to avoid any damage to other property. Vehicles delivering heavy materials shall, to every extent possible, park on the street and not on any driveways or other surfaces that may be easily damaged. Any and all damages to the Association's property caused as a result of, or arising from, the negligence of Contractor shall be remedied by Contractor within 10 days of such damage or, where impractical to remedy until project completion, shall be remedied within 10 days of completion of the project by

(10) days written notice and an opportunity for Contractor to cure. If Contractor fails to cure within ten (10) days of receiving said notice, the Association may terminate this Agreement, and in such an event, Contractor shall only be entitled to receive payment for Work performed by Contractor as of the effective date of the termination, minus any damages caused by Contractor and/or legal remedies available to Association. If the Association terminates the Agreement as specified above due to Contractor's failure to satisfy the conditions and obligations imposed by the Contract Documents, or if Contractor breaches any of the terms of this Agreement, then the Association may, in addition to any other right afforded in this Agreement or by law, without prejudice to any right or remedy, terminate this Agreement and take possession of the site and of all roofing materials and finish the work by whatever method the Association deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Association. This provision shall in no way limit the Association's right to claims for any additional damages. This obligation for payment shall survive termination of this Agreement.

6. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend the Association, the Association's management company, and all of the Association's officers, directors, members, managers, agents, and/or employees from and against any and all claims, suits, damages, expenses, injuries, liability, judgments and orders arising out of or relating in any way to the violation or breach by Contractor of any law, rule or regulation, or arising out of or relating in any way to Contractor's negligence. This indemnification shall include, but not be limited to, reasonable attorneys' fees and costs at all levels, and shall survive the termination of this Agreement with respect to any claims, the cause of which arose during the term of this Agreement. To the extent that this Agreement is subject to Florida Statute 725.06, the indemnification requirement stated herein shall be limited to the total amount of applicable insurance carried by Contractor, but in no event shall the limitation be less than \$1,000,000 per occurrence, which sum the parties hereto acknowledge bears a reasonable commercial relationship to this Agreement and shall be deemed part of the project specifications and bid documents.

In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall defend, indemnify and hold Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith transfer such lien to security in accordance with the provisions of Section 713.24, Florida Statutes. Should Contractor fail to transfer such lien, the Association may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

7. Additional Terms Related to Payment. As full and complete payment for all work, labor, services, materials, equipment, and supplies to be provided or performed by Contractor (other than approved changes/additions), the Association agrees to pay the amounts at the times set forth in the attached Contract, upon receipt of proper invoice, and receipt of partial/final releases of liens from all subcontractors, materialmen and Contractor for all work through such date. After the initial deposit, Contractor will invoice the Association at the times set forth in the Contract, and in consideration for each payment, Contractor will provide a partial release of lien for any and all subcontractors, materialmen and Contractor. At Final Completion of the entire Project and in consideration for Final Payment, Contractor will provide a contractor's final affidavit, and all warranty documentation. All such releases and affidavits shall be in form reasonably acceptable to the Association.

ADDENDUM

THIS ADDENDUM ("Agreement") is made and entered into by and between **NEAL ROOFING AND WATERPROOFING LLC**, who has an address of 1875 Oak Berry Circle, Wellington, FL 33414 ("Contractor"), and **PRO'S NEST CONDOMINIUM ASSOCIATION, INC.**, ("Association").

WHEREAS, the Association is obligated to provide certain services to that certain community in Palm Beach County, Florida, known as **Pro's Nest Condominium** ("Property");

WHEREAS, the Contractor has experience and expertise in providing the type of services desired by the Association, as set forth in the attached Proposal/Contract to replace the Flat Roof (hereafter the "Contract"), and is otherwise prepared to provide such services in a competent and professional manner; and

WHEREAS, the Association desires to retain the Contractor, as an independent contractor, to perform certain services for the Association under the terms and conditions set forth herein;

NOW THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and form a part hereof.
2. **Retaining Contractor.** Subject to the terms and provisions of this Agreement, the Association hereby retains the Contractor to provide the services per the attached Contract and as hereinafter enumerated at the Property.
3. **Services to be Provided by Contractor.** The Contractor shall perform all services as set forth on the attached Contract in a first-class manner, according to customary standards of the industry in the county where the work is to be performed. Contractor will cause a supervisor to be at the Property on each day that services are provided under this Agreement, to provide supervision for the crew. The scope of the work to be provided by Contractor hereunder, and the amounts to be paid to Contractor hereunder, include all labor, materials, equipment, permits and supervision required to carry out the duties and obligations of the Contractor, excluding additional work (i.e. replacing rotten wood or deficient areas that Contractor could not observe without removing the flat roof), which shall be performed by written change order. During Contractor's performance of the work and to avoid delays, the Association shall designate an authorized representative who shall be immediately available to inspect and approve any additional work requiring a change order. In the event the Association's authorized representative is not immediately available to inspect and approve additional work, Contractor shall take pictures or video of the condition and Owner agrees to pay Contractor the cost of remediating the deficient condition plus 35%.

At all times in performing the work, Contractor shall comply with all applicable laws, rules and regulations, including but not limited to, State of Florida worker's compensation insurance requirements, OSHA, and environmental laws (such as those dealing with the use, storage, discharge, and removal of toxic or hazardous materials).

4. **Permits.** The Contractor shall be responsible for securing all necessary permits, licenses and inspections by governmental agencies necessary for proper execution and completion of the Work. All charges and fees related to any necessary permits are included in the lump sum amount referenced in the Contract. Failure to obtain any necessary permit, license or inspection by the Contractor shall be deemed a material breach of the Contract and this Agreement. Contractor shall be liable for any and all damages and/or penalties arising from, related to, or caused by the Contractor's failure to obtain the necessary permit, license and/or inspection, including but not limited to, any fines, sanctions, and/or costs required to perform the Work such that the necessary permit or license can be issued.

5. **Termination for Cause Only.** Notwithstanding anything stated in the Contract, the Association may, at any time, terminate the Agreement for good cause only, but only after providing ten

may be joined in the arbitration. Prior to commencing litigation or at Contractor's sole option, arbitration, Contractor and Customer shall attempt to resolve any controversy, claim or dispute between them (except for any claim by Contractor for amounts owed under this Contract) through mediation. Contractor and Customer's attempt to mediate all claims or disputes (except for any claim by Contractor for amounts owed under this Contract) shall be a condition precedent to either litigation or arbitration. Any compensation to be paid to the arbitrator or mediator shall be divided between and equally paid by Contractor and Customer. In the award, the arbitrator may require the non-prevailing party to pay the full cost of arbitration, including any amounts paid to the arbitrator. Customer agrees that prior to initiating any claim or mediation against Contractor, including claims for construction defects, Customer shall provide thirty (30) days written notice to Contractor. The written notice shall specifically identify the alleged claim and provide Contractor with an opportunity to cure same. The written notice and opportunity to cure required by this provision is a condition precedent to Customer's right to bring any claim or mediation against Contractor.

16. **Jury Trial Waiver.** In the event of litigation, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS CONTRACT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS CONTRACT**

17. **Damage Limitation.** Contractor and Customer agree to allocate certain risks so that to the fullest extent permitted by law, Contractor's total aggregate liability to Customer or any and all parties, damages, claims, expenses or costs, including attorneys' fees, regardless of whether based in warranty, contract, strict liability, negligence, errors, omissions or from any other cause of action is limited to the dollar amount owed by Customer to Contractor under this Contract. Customer waives any/all subrogation Claims or rights against Contractor.

18. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of such breach. There are no warranties for repair work.

19. ~~Customer is Contractor's duty to notify Contractor in writing within three (3) days of the occurrence of a claim, defect or defect arising out of work, services, or materials provided by Contractor under this Contract ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or related to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.~~

20. **Signage at Property.** Customer shall allow Contractor to display company signage at the location of the project during the pendency of the project, through completion, and for up to 30 days after completion.

21. **Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, plumbing, electrical, telephone and security wiring and air conditioning wiring and lines should not be installed directly beneath the

roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for a any repair or replacement that may be necessary.

22. **Disclaimer.** Contractor disclaims all liability for all Claims pertaining to or related to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold"), including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. ~~Customer is Contractor's duty to notify Contractor in writing within three (3) days of the occurrence of a claim, defect or defect arising out of work, services, or materials provided by Contractor under this Contract ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or related to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.~~ The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to Mold.

23. **Pre-Existing Conditions.** Customer acknowledges that Contractor will be repairing work that was previously damaged by weather, mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the work performed by Contractor. Accordingly, Contractor disclaims all liability for Claims pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions and agrees to indemnify and hold Contractor harmless for all Claims arising out of or related to same.

24. **Working Hours.** The Contractment is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

25. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extra services. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. As such, Contractor is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment or reject the work performed by Contractor. The parties acknowledge and agree that the substitution of materials may be required based on changes in material availability. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality and that do not cause an increase to the Contract price. If Customer selects substitute materials that increase the Contract price, then the Contract will be adjusted to reflect the additional costs incurred by Contractor to purchase and deliver the materials.

26. **Construction and Interpretation.** Each provision of the Contract shall be construed as if both parties mutually drafted this Contract. If a provision of this Contract (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance

I acknowledge that I have read and understand this page. Initials: _____

encountered and generally recognized as inherent in the work of the character identified in this Contract, then the Contract amount shall be equitably adjusted upon ~~the basis of the actual cost of the work~~ **Mutual Agreement.**

8. **Sealed Attic Liability Exclusion:** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to hold harmless, defend, and indemnify Contractor for any and all Claims arising out of said condition.

9. **Contractor's Insurance, Restrictions and Requirements.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event the state, county, or municipal codes or regulations require work not expressly set forth in this Contract or that differs materially from that generally recognized as inherent in work of the character provided for in this Contract, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Contract, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements required under this Contract. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Contract.

10. **Customer Protection of Property.** Customer shall be solely responsible for any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, irrigation, appurtenances, or other real or personal property at the project location during construction. ~~Contractor shall not be responsible for damage to any kind in the ceiling or walls due to the performance of Contractor's work on the property.~~ Contractor shall not be responsible for any damage caused by dust or debris caused by Contractor's work. ~~Contractor shall not be responsible for damage to personal property caused by nails on the property.~~ Customer shall take the appropriate precautions to protect the property and to avoid damages or injury caused by nails. Contractor shall not be responsible for damage resulting from the failure of emergency tarps placed on the property, and Customer agrees to reimburse Contractor for any lost or damaged tarps. Contractor shall not be responsible for hip and ridge mortar generated surface efflorescence. Contractor's warranty does not include roof tile slippage on a mortar or foam type tile roof system on roofs with a pitch greater than 4/12 that are not mechanically fastened. ~~Customer agrees that under no circumstances shall Contractor be held liable for water intrusion, or any damage caused by water, that occurs from the date Contractor commences work on the project through the date of completion of work.~~ Customer shall be responsible for removing, installing, and re-positioning satellite dish(es), solar panel(s), lightning rod(s), etc. Customer shall be responsible for damage to lighting fixtures, mirrors, pictures, frames, and other such items not customarily permanently affixed, as these items can fall if not firmly attached to the wall or ceiling. Customer shall secure and protect all personal items in advance of construction and shall protect or remove all wall hangings until the work is complete. Contractor shall not be responsible for lost, stolen, or damaged personal items and wall hangings. ~~Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner.~~ Testing and abatement (and costs related thereto) of asbestos, lead, and/or other hazardous waste or materials is the sole responsibility of the Customer and Customer agrees to indemnify, defend, and hold Contractor harmless for Claims related to same. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality during the work and shall indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work.

11. **Customer's Warranty, Responsibility and Risk of Loss.** Customer warrants and represents that he/she is the owner or the authorized representative of the owner of the property identified on the first page of this Contract and is authorized to contract for the improvements identified herein. ~~Customer shall be responsible for obtaining any required zoning changes, permits, or approvals from governmental authorities and shall hold Contractor harmless from all risk of loss~~

to merchandize, materials, and installation, after delivery to Customer's property shall be borne solely by Customer. Customer acknowledges that it is his/her sole responsibility to protect all personal and other property during Contractor's performance of the work, including those items identified in paragraph 10. ~~Customer further agrees to waive any claim against Contractor and to hold it harmless from any damage to or damage resulting from (i) aged or non-code compliant structural frame, ridge, beam, rafter, (ii) nails, including those under the roof decking, installed by roofing nails, (iii) garage doors, (iv) landscaping (trees, bushes, plants, etc.), (v) the driveway, permanent concrete, pavers, sidewalks (including cracks or broken slabs), (vi) movement or vibration of the roof, (vii) existing gutters, (viii) the building or re-installing existing electrical, (ix) interior water or exterior water or downspout damage due to moisture penetration during construction, (x) electrical, plumbing, and water lines or hoses utilized by Contractor, (xi) damaged or other interior damage, including wall paper, (xii) HVAC components, (xiii) gutters, (xiv) heat pump or spa pumps or other components, (xv) pool equipment, (xvi) fences, (xvii) any conduct or action attributable to Contractor's subcontractors or suppliers, and (xviii) any other items identified in paragraph 10.~~

12. **Increase in Material Costs, Fuel Surcharge, and Reinspection Fee.** In the event Contractor's costs for materials used or to be used in performance of this Contract increase by more than 3% over the Contractor's costs for the same materials at the time this Contract was signed by Customer, for any cause(s) beyond the control of Contractor, then, and in such event(s), Contractor shall have the right to pass the entire amount of the material cost(s) increase(s) along to Customer by adding total amount(s) thereof to the price of the Contract. Additionally, if Contractor receives a fuel surcharge or similar charge by a supplier delivering materials to the project, Contractor shall add the total amount of the fuel surcharge or similar charge to the price of the Contract. In the event Customer or Customer's relatives or acquaintances take any action which prohibit the building official from performing a roofing inspection (i.e., by removing a ladder from the roof or moving the roofing permit), which results in a reinspection fee from the building department to Contractor, Contractor shall add the total amount of the reinspection fee to the price of the Contract.

13. **Non-Disparagement.** Customer agrees that he/she will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, to any person, on social media, or in any other forum regarding Contractor or its officers, employees or representatives regardless of whether Customer believes such statements or representations to be true. For purposes of this paragraph, a disparaging statement or representation is any communication which, if published to another, would cause or tend to cause the recipient of the communication to question Contractor's business condition, integrity, competence, good character, work quality, or work performance. In the event of a breach of this provision, Contractor shall be entitled to temporary and permanent injunctive relief without having to prove an inadequate remedy of law. In addition, Customer agrees that a breach of this provision is a material breach of the Contract and Customer shall pay Contractor liquidated damages, and not as a penalty, \$5,000.00 for each breach of this provision. Contractor and Customer agree that Contractor's damages as a result of Customer's breach of this provision are not readily or easily ascertainable and the amount of liquidated damages is not grossly disproportionate to Contractor's actual damages.

14. **Controlling Law, Jurisdiction, and Venue.** This Contract shall be governed and enforced pursuant to the laws of the State of Florida without regard to any conflict of laws principles. In the event of any claim or dispute arising from or relating to this Contract, Customer agrees and consents to personal jurisdiction in the State of Florida. Customer further agrees that the sole and exclusive venue for any mediation, arbitration or litigation arising from or relating to this Contract shall be Palm Beach County, Florida.

15. **Arbitration, Mediation and Written Notice.** At the sole and exclusive option of Contractor, any controversy, claim or dispute arising from or relating to this Contract or otherwise between the parties shall be resolved by arbitration in accordance with the American Arbitration Association Construction Industry Arbitration Rules. The Arbitrator is authorized to determine the entitlement to and the amount of attorney's fees provided for in this Contract. The arbitrator's award shall be final and judgment may be entered thereon by any court of competent jurisdiction in accordance with applicable law. The parties agree that Contractor's subcontractor(s), supplier(s), and other third parties

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CUSTOMER INTEREST

agreement shall be effective unless it is contained in a writing signed by all of the parties hereto.

J. Attorneys' Fees. In any lawsuit, mediation, arbitration, or other form of legal action to enforce the provisions of this Agreement or arising out of this Agreement in any way, the prevailing party shall receive its reasonable attorneys' fees and costs, incurred from the time of the breach and including any arbitration, mediation, and at both the trial and appellate levels.

K. Conflicts. If any provisions of the attached Contract conflict with the provisions contained in this Agreement, then the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date specified at the top of the first page. CONTRACTOR:

ASSOCIATIO

N:

**NEAL ROOFING AND
WATERPROOFING LLC**

**PRO'S NEST CONDOMINIUM
ASSOCIATION, INC.**

By: _____

By: _____

President (Print Name) (Title)

(Print Name)

Date: _____

Date: _____

c) Contractor agrees that during and after the hurricane or other serious weather event, it will not leave any loose materials, including but not limited to wood, that will interfere with or create any added danger or inconvenience at the Property.

d) Contractor shall cooperate and be reasonably available to meet and discuss with the Association to develop an adequate protection plan if requested by the Association, and within twelve (12) hours of said request.

e) Within twenty-four (24) hours of the hurricane or other serious weather event passing and it being deemed safe to return to the Property, Contractor shall immediately deploy its employees or other skilled and experienced laborers or subcontractors to perform any cleanup and remove all leftover materials or debris from the Property. The cleanup work shall continue as fast as reasonably possible, but in any event, shall be completed within five (5) business days after commencement of the cleanup process.

f) Contractor agrees that it will resume with the work under the Contract as soon as reasonably practicable after the hurricane or other serious weather event passes.

13. General Provisions.

A. Execution of Further Documents. Each of the parties agree that upon the effective date of this Agreement and promptly upon demand of the other at any time thereafter, it will make, execute, acknowledge and deliver such instruments, and will do or will cause to be done all such acts and things as reasonably shall be required by it to effectuate the intentions of this Agreement.

B. Applicable Law/Venue/Waiver of Jury Trial. This Agreement shall be construed and interpreted under and in accordance with the laws of the State of Florida. THE PARTIES EACH AGREE THAT THE SOLE VENUE FOR ANY LITIGATION RELATED TO THIS AGREEMENT SHALL BE IN THE STATE COURT SYSTEM IN PALM BEACH COUNTY, FLORIDA, WHICH IS THE COUNTY WHERE THE WORK IS BEING PERFORMED. THE PARTIES WAIVE ANY RIGHT TO ANY OTHER VENUE AND ALSO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION.

C. Agreement Binding on Successors. Each and every covenant and agreement herein contained shall inure to the benefit of and shall be binding upon the legal representatives, assigns, and successors in interest to the parties.

D. Severability or Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. In the event any provision of this Agreement is breached or violated in any part, the remaining provisions and covenants shall continue to be in full force and effect.

E. Paragraph Headings. The paragraph headings herein are for convenient reference only, and shall have no legal effect whatsoever.

F. No Assignments. Neither party shall assign its rights and/or obligations hereunder without the prior written consent of the other party, and any attempt to do so shall be null and void.

G. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties.

H. Non-waiver. Any waiver by a party of another party's obligations hereunder shall not be deemed a waiver as to future obligations.

I. Modifications in Writing. No modification, addendum or amendment to this

materials shall be as issued by the manufacturer(s). The Contractor warrants to the Association that materials and equipment furnished under this Agreement will be of good quality and new unless the Agreement requires or permits otherwise. The Contractor further warrants that the Work will conform to the requirements of the Agreement and will be free from defects, except for those inherent in the quality of the Work the Agreement requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. In the event of a claim under the warranty, Contractor agrees to perform an inspection of the damaged area within forty-eight (48) hours of receiving written notice from the Association and shall give the Association top priority should any repairs be required at the request of the Association. All work covered under the warranty shall be at no expense to the Association. Prior to final payment, Contractor shall provide to the Association all written documentation confirming the manufacturers' warranties, if any, on materials.

Notwithstanding anything set forth in the Manufacturer's Warranties to the contrary, those items specifically covered by the Manufacturer's Warranties and any disclaimers and limitations on liability shall in no way be deemed to limit Contractor's warranty and liability herein and is in addition to and not in lieu of the Contractor's warranty. This warranty is not in lieu of but is in addition to any other warranties, express or implied, which may be provided by law. The Contractor shall bear all costs of correcting such defective work. This obligation shall survive termination of this Agreement. If Contractor should default in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by the Association in enforcing the provisions of this Article, including, but not limited to, all attorney's fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and the Contractor shall reimburse the Association for all costs incurred in connection with the performance of such repairs.

11. Notices and Communication. All notices related to this Agreement shall be hand delivered, or sent by certified mail, return receipt requested as follows:

As to Contractor:
NEAL ROOFING AND
WATERPROOFING LLC
1875 Oak Berry Circle
Wellington, FL 33414

As to Association:
Pro's Nest Condominium Association, Inc.
c/o Jupiter Management
1340 US Highway 1, Suite 102
Jupiter, FL 33469

or to such other address as either party may hereafter provide by written notice.

12. Hurricane Preparation. The following requirements shall apply during the duration of any work being performed under the Contract. Contractor acknowledges that some or all of the work will be performed during Hurricane Season, and that it is an essential part of the Contract for Contractor to perform adequate storm protection on the buildings in the event that a hurricane or other serious weather event shall threaten the Property. In order to provide adequate protection of the buildings, Contractor agrees to do the following:

a) At least Forty-Eight (48) hours prior to the expected arrival of the threatened weather event, Contractor shall have completed the securing and/or removal of any loose roof materials, tools, equipment, vehicles and/or any other personal property affiliated with the roof project.

b) Contractor shall use its own employees, or other skilled and experienced laborers or subcontractors to perform the Work under this section in a first-class manner, according to customary standards of the industry in the county where the work is to be performed. Contractor shall employ as many persons as possible in order to comply with the time requirement stated in sub-section (a) above.

work described in the Contract unless it obtains the prior written consent of the Association. Should Contractor choose to retain any subcontractors with the Association's written consent, then Contractor shall be responsible for ensuring prompt payment to the subcontractors and shall be responsible for ensuring that the subcontractors comply with all applicable laws and carry all required insurance naming Association as an additional insured. Retaining a subcontractor to perform any work described in the Contract shall not relieve Contractor from any of its obligations under this Agreement.

B. The final payment shall not be due to Contractor until Final Completion. "Final Completion" for purposes of this Agreement and the Contract is when all of the following has occurred:

1. the Contractor has fully performed the Work pursuant to the Contract;
2. the Contractor has cleaned all Areas in which it performed Work, such that all areas are free of dirt and dust;
3. the Contractor has fully remedied all damage that was caused by Contractor or its agents and/or employees;
4. the Contractor has completed all punch list work to the reasonable satisfaction of the Association, which shall not be unreasonably withheld.
5. All required governmental agencies, if any, have performed any and all necessary inspections for the Work and approved said Work and all permits have been closed;
6. Contractor has provided Association an unconditional final release of lien for itself as well as all vendors, suppliers and subcontractors that have or may have lien rights or that provided work or materials to the Project;
7. Contractor has provided Association a Contractor's Final Affidavit per Section 713.06(3)(d), Florida Statutes; and
8. the Contractor has provided the Association with all manufacturers' warranties.

8. Insurance. Contractor represents and warrants that it has general liability insurance, worker's compensation insurance and such other coverage as may be required by law, to protect its interest and the respective duties and obligations of each party under the Agreement.

A. Contractor agrees to name the Association as an additional insured with respect to Contractor's liability and property damage insurance (having limits reasonably acceptable to the Association, no less than \$1,000,000 per occurrence) and will provide a certificate of such insurance to the Association prior to commencing any work hereunder showing that the Association is so named and that thirty (30) days written notice shall be provided to the Association in the event of cancellation or non-renewal of the policy.

B. Contractor shall provide the Association with a certificate evidencing worker's compensation coverage, which shall be maintained during the term of this Agreement.

9. Damages. Contractor will take all reasonable measures to remove all nails, and other fallen debris from the roof and will perform a magnetic sweep of the areas (on a routine basis and after final completion of the Job). The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. This includes parking any heavy vehicles and/or storing any heavy materials in a safe location so as to avoid any damage to other property. Vehicles delivering heavy materials shall, to every extent possible, park on the street and not on any driveways or other surfaces that may be easily damaged. Any and all damages to the Association's property caused as a result of, or arising from, the negligence of Contractor shall be remedied by Contractor within 10 days of such damage or, where impractical to remedy until project completion, shall be remedied within 10 days of completion of the project by

Contractor. All such remedial work shall be to the reasonable satisfaction of the Association and at the sole cost and expense of Contractor.

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10. Warranty. Contractor hereby issues a warranty to the Association for twelve (12) years for workmanship, and said warranty shall begin from the date of Final Completion of the Project. Warranty on

Association may, at any time, terminate the Agreement for good cause only, but only after providing ten (10) days written notice and an opportunity for Contractor to cure. If Contractor fails to cure within ten

(10) days of receiving said notice, the Association may terminate this Agreement, and in such an event, Contractor shall only be entitled to receive payment for Work performed by Contractor as of the effective date of the termination, minus any damages caused by Contractor and/or legal remedies available to Association. If the Association terminates the Agreement as specified above due to Contractor's failure to satisfy the conditions and obligations imposed by the Contract Documents, or if Contractor breaches any of the terms of this Agreement, then the Association may, in addition to any other right afforded in this Agreement or by law, without prejudice to any right or remedy, terminate this Agreement and take possession of the site and of all roofing materials and finish the work by whatever method the Association deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Association. This provision shall in no way limit the Association's right to claims for any additional damages. This obligation for payment shall survive termination of this Agreement.

6. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend the Association, the Association's management company, and all of the Association's officers, directors, members, managers, agents, and/or employees from and against any and all claims, suits, damages, expenses, injuries, liability, judgments and orders arising out of or relating in any way to the violation or breach by Contractor of any law, rule or regulation, or arising out of or relating in any way to Contractor's negligence. This indemnification shall include, but not be limited to, reasonable attorneys' fees and costs at all levels, and shall survive the termination of this Agreement with respect to any claims, the cause of which arose during the term of this Agreement. To the extent that this Agreement is subject to Florida Statute 725.06, the indemnification requirement stated herein shall be limited to the total amount of applicable insurance carried by Contractor, but in no event shall the limitation be less than \$1,000,000 per occurrence, which sum the parties hereto acknowledge bears a reasonable commercial relationship to this Agreement and shall be deemed part of the project specifications and bid documents.

In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall defend, indemnify and hold Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith transfer such lien to security in accordance with the provisions of Section 713.24, Florida Statutes. Should Contractor fail to transfer such lien, the Association may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

7. Additional Terms Related to Payment. As full and complete payment for all work, labor, services, materials, equipment, and supplies to be provided or performed by Contractor (other than approved changes/additions), the Association agrees to pay the amounts at the times set forth in the attached Contract, upon receipt of proper invoice, and receipt of partial/final releases of liens from all subcontractors, materialmen and Contractor for all work through such date. After the initial deposit, Contractor will invoice the Association at the times set forth in the Contract, and in consideration for each payment, Contractor will provide a partial release of lien for any and all subcontractors, materialmen and Contractor. At Final Completion of the entire Project and in consideration for Final Payment, Contractor will provide a contractor's final affidavit, and all warranty²³ documentation. All such releases and affidavits shall be in form reasonably acceptable to the Association.

A. Contractor agrees that it will not utilize any subcontractors to perform any of the

ADDENDU

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THIS ADDENDUM ("Agreement") is made and entered into by and between **NEAL ROOFING AND WATERPROOFING LLC**, who has an address of 1875 Oak Berry Circle, Wellington, FL 33414 ("Contractor"), and **PRO'S NEST CONDOMINIUM ASSOCIATION, INC.**,

("Association").

WHEREAS, the Association is obligated to provide certain services to that certain community in Palm Beach County, Florida, known as **Pro's Nest Condominium** ("Property");

WHEREAS, the Contractor has experience and expertise in providing the type of services desired by the Association, as set forth in the attached Proposal/Contract to replace the Flat Roof (hereafter the "Contract"), and is otherwise prepared to provide such services in a competent and professional manner; and

WHEREAS, the Association desires to retain the Contractor, as an independent contractor, to perform certain services for the Association under the terms and conditions set forth herein;

NOW THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and form a part hereof.
2. **Retaining Contractor.** Subject to the terms and provisions of this Agreement, the Association hereby retains the Contractor to provide the services per the attached Contract and as hereinafter enumerated at the Property.
3. **Services to be Provided by Contractor.** The Contractor shall perform all services as set forth on the attached Contract in a first-class manner, according to customary standards of the industry in the county where the work is to be performed. Contractor will cause a supervisor to be at the Property on each day that services are provided under this Agreement, to provide supervision for the crew. The scope of the work to be provided by Contractor hereunder, and the amounts to be paid to Contractor hereunder, include all labor, materials, equipment, permits and supervision required to carry out the duties and obligations of the Contractor.

At all times in performing the work, Contractor shall comply with all applicable laws, rules and regulations, including but not limited to, State of Florida worker's compensation insurance requirements, OSHA, and environmental laws (such as those dealing with the use, storage, discharge, and removal of toxic or hazardous materials).

4. **Permits.** The Contractor shall be responsible for securing all necessary permits, licenses and inspections by governmental agencies necessary for proper execution and completion of the Work. All charges and fees related to any necessary permits are included in the lump sum amount referenced in the Contract. Failure to obtain any necessary permit, license or inspection by the Contractor shall be deemed a material breach of the Contract and this Agreement. Contractor shall be liable for any and all damages and/or penalties arising from, related to, or caused by the Contractor's failure to obtain the necessary permit, license and/or inspection, including but not limited to, any fines, sanctions, and/or costs required to perform the Work such that the necessary permit or license can be issued. -22

5. **Termination for Cause Only.** Notwithstanding anything stated in the Contract, the

STATUTORY DISCLOSURES

LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY. (Disclosure required to be in 12-point, capitalized, bold face type.)

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

SECTION 489.147, FLORIDA STATUTES

A CONTRACTOR MAY NOT DIRECTLY OR INDIRECTLY ENGAGE IN ANY OF THE FOLLOWING PRACTICES: OFFERING TO A RESIDENTIAL PROPERTY OWNER A REBATE, GIFT, GIFT CARD, CASH, COUPON, WAIVER OF ANY INSURANCE DEDUCTIBLE, OR ANY OTHER THING OF VALUE IN EXCHANGE FOR: 1. ALLOWING THE CONTRACTOR TO CONDUCT AN INSPECTION OF THE RESIDENTIAL PROPERTY OWNER'S ROOF; OR 2. MAKING AN INSURANCE CLAIM FOR DAMAGE TO THE RESIDENTIAL PROPERTY OWNER'S ROOF.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

BUYER'S RIGHT TO CANCEL

If the Contract was procured through a home solicitation sale as defined in Chapter 501, Florida Statutes, Contractor provides the following notice to Customer:

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

CUSTOMER(S) SIGNATURE: _____

DATE: _____

I acknowledge that I have read and understand this page. Initials: _____

to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Contract records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Contract are an integral part of the Contract and are incorporated by reference. This Contract specifically incorporates the documents entitled "Proposal/Contract," "Statutory Disclosures", these Terms and Conditions, as well as, any other document issued to Customer by Contractor and/or intended to be a part of this Contract (the "Contract Documents"). Customer represents that he or she has read and fully understands the Contract Documents and has been provided the opportunity to consult with counsel of his or her choosing prior to executing this Contract. In the event of a conflict between this Contract and any other Contract Document, these Terms and Conditions shall govern.

27. **Use of Photo and Likeness.** Customer consents to photographs/videos being taken of the residence and agrees to allow such photos, video, or likeness to be used for any legitimate purpose, including, but not limited to, promotional and marketing uses.
28. **Counterparts / Signatures.** This Contract may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. This Contract and any amendments hereto, may be signed electronically and to the extent signed and delivered by means of a facsimile machine or digital imaging or electronic mail, shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

I acknowledge that I have read and understand this page. Initials: _____

may be joined in the arbitration. Prior to commencing litigation or at Contractor's sole option, arbitration, Contractor and Customer shall attempt to resolve any controversy, claim or dispute between them (except for any claim by Contractor for amounts owed under this Contract) through mediation. Contractor's and Customer's attempt to mediate all claims or disputes (except for any claim by Contractor for amounts owed under this Contract) shall be a condition precedent to either litigation or arbitration. Any compensation to be paid to the arbitrator or mediator shall be divided between and equally paid by Contractor and Customer. In the award, the arbitrator may require the non-prevailing party to pay the full cost of arbitration, including any amounts paid to the arbitrator. Customer agrees that prior to initiating any claim or mediation against Contractor, including claims for construction defects, Customer shall provide thirty (30) days written notice to Contractor. The written notice shall specifically identify the alleged claim and provide Contractor with an opportunity to cure same. The written notice and opportunity to cure required by this provision is a condition precedent to Customer's right to bring any claim or mediation against Contractor.

16. **Jury Trial Waiver.** In the event of litigation, the parties KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS CONTRACT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS CONTRACT
17. **Damage Limitation.** Contractor and Customer agree to allocate certain risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer for any and all injuries, damages, claims, expenses or costs, including attorneys' fees, regardless of whether based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause of action is limited to the dollar amount owed by Customer to Contractor under this Contract. Customer waives any/all subrogation Claims or rights against Contractor.
18. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of such breach. There are no warranties for repair work.
19. **Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Contract ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort, negligence, or federal or state statutory claims.
20. **Signage at Property.** Customer shall allow Contractor to display company signage at the location of the project during the pendency of the project, through completion, and for up to 30 days after completion.
21. **Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, plumbing, electrical, telephone and security wiring and air conditioning wiring and lines should not be installed directly beneath the

roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for any repair or replacement that may be necessary.

22. **Disclaimer.** Contractor disclaims all liability for all Claims pertaining to or related to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold"), including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to Mold.
23. **Pre-Existing Conditions.** Customer acknowledges that Contractor will be repairing work that was previously damaged by weather, mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the work performed by Contractor. Accordingly, Contractor disclaims all liability for Claims pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions and agrees to indemnify and hold Contractor harmless for all Claims arising out of or related to same.
24. **Working Hours.** The Contract is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.
25. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extra services. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. As such, Contractor is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment or reject the work performed by Contractor. The parties acknowledge and agree that the substitution of materials may be required based on changes in material availability. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality and that do not cause an increase to the Contract price. If Customer selects substitute materials that increase the Contract price, then the Contract will be adjusted to reflect the additional costs incurred by Contractor to purchase and deliver the materials.
26. **Construction and Interpretation.** Each provision of the Contract shall be construed as if both parties mutually drafted this Contract. If a provision of this Contract (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance

I acknowledge that I have read and understand this page. Initials: _____

encountered and generally recognized as inherent in the work of the character identified in this Contract, then the Contract amount shall be equitably adjusted upon notice mutual agreement.

8. **Sealed Attic Liability Exclusion:** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to hold harmless, defend, and indemnify Contractor for any and all Claims arising out of said condition.
9. **Contractor's Insurance, Restrictions and Requirements.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event the state, county, or municipal codes or regulations require work not expressly set forth in this Contract or that differs materially from that generally recognized as inherent in work of the character provided for in this Contract, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Contract, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements required under this Contract. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Contract.
10. **Customer Protection of Property.** Customer shall be solely responsible for any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, irrigation, appurtenances, or other real or personal property at the project location during construction. Contractor shall not be responsible for cracks of any kind in the ceiling or walls due to the performance of Contractor's work on the property. Contractor shall not be responsible for any damage caused by dust or debris caused by Contractor's work. Contractor shall not be responsible for damage to person(s) or property caused by nails on the property. Customer shall take the appropriate precautions to protect the property and to avoid damages or injury caused by nails. Contractor shall not be responsible for damage resulting from the failure of emergency tarps placed on the property, and Customer agrees to reimburse Contractor for any lost or damaged tarps. Contractor shall not be responsible for hip and ridge mortar generated surface efflorescence. Contractor's warranty does not include roof tile slippage on a mortar or foam type tile roof system on roofs with a pitch greater than 4/12 that are not mechanically fastened. Customer agrees that under no circumstances shall Contractor be held liable for water intrusion, or any damage caused by same, that occurs from the date Contractor commences work on the project through the date of completion of such work. Customer shall be responsible for removing, installing, and re-positioning satellite dish(es), solar panel(s), lightning rod(s), etc. Customer shall be responsible for damage to lighting fixtures, mirrors, pictures, frames, and other such items not customarily permanently affixed, as these items can fall if not firmly attached to the wall or ceiling. Customer shall secure and protect all personal items in advance of construction and shall protect or remove all wall hangings until the work is complete. Contractor shall not be responsible for lost, stolen, or damaged personal items and wall hangings. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner. Testing and abatement (and costs related thereto) of asbestos, lead, and/or other hazardous waste or materials is the sole responsibility of the Customer and Customer agrees to indemnify, defend, and hold Contractor harmless for Claims related to same. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality during the work and shall indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work.
11. **Customer's Warranty, Responsibility and Risk of Loss.** Customer warrants and represents that he/she is the owner or the authorized representative of the owner of the property identified on the first page of this Contract and is authorized to contract for the improvements identified herein. Customer shall be responsible for obtaining any required zoning changes, variances, or approval from condominium or homeowner association boards. All risk of loss

to merchandize, materials, and installation, after delivery to Customer's property shall be borne solely by Customer. Customer acknowledges that it is his/her sole responsibility to protect all personal and other property during Contractor's performance of the work, including those items identified in paragraph 10. Customer further agrees to waive any claim against Contractor and to hold it harmless from any damage to or damages resulting from (i) aged or non-code compliant structural truss or ridge beam framing, (ii) nails, including items under the roof decking penetrated by roofing nails, (iii) garage doors, (iv) landscaping (trees, bushes, plants, etc.), (v) the driveway, pavement, concrete, pavers, or sidewalk (including cracks or broken areas), (vi) movement or vibrations of the roofing decking or walls, (vii) the utilizing or reinstalling existing skylights, (viii) interior stains or interior water or drywall damage due to moisture penetration during construction, (ix) electrical, plumbing, and water bibs or hoses utilized by Contractor, (x) drywall and other interior damage, including nail pops, (xi) HVAC components, (x) gutters, (xi) heat, pool, or spa pumps or other components, (xii) pool screens, (xiii) fences, (xiv) any conduct or action attributable to Contractor's subcontractors or suppliers, and (xv) any other item identified in paragraph 10.

12. **Increase in Material Costs, Fuel Surcharge, and Reinspection Fee.** In the event Contractor's costs for materials used or to be used in performance of this Contract increase by more than 3% over the Contractor's costs for the same materials at the time this Contract was signed by Customer, for any cause(s) beyond the control of Contractor, then, and in such event(s), Contractor shall have the right to pass the entire amount of the material cost(s) increase(s) along to Customer by adding total amount(s) thereof to the price of the Contract. Additionally, if Contractor receives a fuel surcharge or similar charge by a supplier delivering materials to the project, Contractor shall add the total amount of the fuel surcharge or similar charge to the price of the Contract. In the event Customer or Customer's relatives or acquaintances take any action which prohibit the building official from performing a roofing inspection (i.e., by removing a ladder from the roof or moving the roofing permit), which results in a reinspection fee from the building department to Contractor, Contractor shall add the total amount of the reinspection fee to the price of the Contract.
13. **Non-Disparagement.** Customer agrees that he/she will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, to any person, on social media, or in any other forum regarding Contractor or its officers, employees, or representatives regardless of whether Customer believes such statements or representations to be true. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question Contractor's business condition, integrity, competence, good character, work quality, or work performance. In the event of a breach of this provision, Contractor shall be entitled to temporary and permanent injunctive relief without having to prove an inadequate remedy of law. In addition, Customer agrees that a breach of this provision is a material breach of the Contract and Customer shall pay Contractor liquidated damages, and not as a penalty, \$5,000.00 for each breach of this provision. Contractor and Customer agree that Contractor's damages as a result of Customer's breach of this provision are not readily or easily ascertainable and the amount of liquidated damages is not grossly disproportionate to Contractor's actual damages.
14. **Controlling Law, Jurisdiction, and Venue.** This Contract shall be governed and enforced pursuant to the laws of the State of Florida without regard to any conflict of laws principles. In the event of any claim or dispute arising from or relating to this Contract, Customer agrees and consents to personal jurisdiction in the State of Florida. Customer further agrees that the sole and exclusive venue for any mediation, arbitration or litigation arising from or relating to this Contract shall be Palm Beach County, Florida.
15. **Arbitration, Mediation and Written Notice.** At the sole and exclusive option of Contractor, any controversy, claim or dispute arising from or relating to this Contract or otherwise between the parties shall be resolved by arbitration in accordance with the American Arbitration Association Construction Industry Arbitration Rules. The Arbitrator is authorized to determine the entitlement to and the amount of attorney's fees if provided for in this Contract. The arbitrator's award shall be final and judgment may be entered thereon by any court of competent jurisdiction in accordance with applicable law. The parties agree that Contractor's subcontractor(s), supplier(s), and other third parties

I acknowledge that I have read and understand this page. Initials: _____

TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into the Proposal/Contract ("Contract") between Neal Roofing and Waterproofing LLC (License #CCC1332869) ("Contractor") and the customer(s) identified on the first page of the Contract ("Customer"):

1. **General.** This Contract is subject to change without notice and is automatically withdrawn on the 15th day following the date of issue if not accepted in writing and an executed copy of the Contract returned to Contractor. Contractor reserves the right to withdraw this Contract at any time prior to its acceptance or to cancel this Contract prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Contract, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (d) singular words include plural and vice versa.
2. **Changes, Extras, Additional Work and/or Materials.** Without invalidating this Contract, Customer may request Contractor to make changes to the work. Contractor shall be under no obligation to perform any changes. If Contractor elects to do so, Customer shall sign a change order authorizing the changes and agreeing to the cost thereof. Customer shall pay any additional cost resulting from a change order prior to the work being performed, unless Contractor agrees otherwise. To the extent that additional work is performed or materials delivered at the Customer's request which is not the subject of a signed change order, the Contractor shall be entitled to recover the actual costs thereof, plus 35%. Customer agrees that additional amounts may be owed to Contractor, including amounts for skylight replacement, wood replacement, removal of more than one layer of shingles, and replacing or reinstalling gutters, and re-flashing requiring the removal of stucco or siding walls. Customer also acknowledges that the price on the first page of the Contract does not include amounts for wood replacement except if otherwise indicated. Unless otherwise stated in the Contract, Customer agrees to pay Contractor for wood replacement at the following rates: \$110 per sheet of plywood or OSB and \$25 per linear foot of nominal wood (i.e. 1x2, 1x6, 1x8, 2x4, etc.).
3. **Time for Performance, Waiver, and Indemnification.** If Customer causes delays which result in time loss, additional trips, or damages to Contractor, Customer agrees to pay Contractor for such costs/damages. Under no circumstances shall Contractor be liable to Customer for delay, punitive, or consequential damages. Customer hereby waives any claim for delay, punitive, or consequential damages against Contractor arising from or relating to the performance or failure to perform under the Contract. Consequential damages may include, but are not limited to, loss of use, loss of income, lost profits, diminished value, stigma damages, incidental damages, or any other damages constituting consequential damages under Florida law. Customer agrees that certain dangers exist as the result of Contractor performing work under the Contract. Customer therefore agrees that Customer and any other person not performing work under the Contract shall not enter any area in which Customer or other person may be injured or incur damage to property. In the event Customer or other person is injured or incurs damage arising from or relating to Contractor's performance or failure to perform under the Contract, Customer agrees to have assumed such risk and waive any claims against Contractor. Customer further agrees to the extent permitted by law, to defend, indemnify, and hold harmless Contractor and Contractor's officers, employees, independent contractors, and subcontractors, from and against all losses, damages, claims, causes of action, expenses, and costs, including but not limited to attorney's fees, arising from or relating to damages to persons or property caused in whole or in part by any act, omission, or default of Customer or Contractor. Provided, however, this obligation to defend, indemnify, and hold harmless shall not apply to claims, or any loss or damage resulting from willful, wanton or intentional misconduct or gross negligence of Contractor or its officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Customer. To the extent § 725.06, Fla. Stat., applies to this provision, the monetary limitation on the extent of the Customer's duty to indemnify, defend, and hold harmless is limited to \$250,000.00. Customer and Contractor agree that this monetary limitation bears a reasonable commercial relationship to the Contract and is part of and is hereby incorporated into the project specifications or bid documents, if any.
4. **Cancellations / Termination.** Except as otherwise required by any applicable state, federal, or other law/regulation, this Contract cannot be cancelled or terminated by Customer after acceptance by Contractor. In the event Customer cancels or terminates this Contract, Contractor shall be entitled to recover the costs and profits on all work performed and the costs and lost profits on any work that has not been performed. Contractor reserves the right to terminate the Contract for convenience by providing five (5) days written notice to Customer. In the event Contractor terminates the Contract for convenience, Contractor shall be entitled to recover from Customer all costs incurred by Contractor plus 35%.
5. **Access.** Customer at his/her expenses shall provide Contractor with adequate access to electricity, water, and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for stains, ceiling damage and/or structural damage. Contractor shall not be responsible for any stains, ceiling damage and/or structural damage. Customer shall provide Contractor with all information necessary to prepare the Notice of Commencement. Customer and/or owner shall hold harmless, defend, and indemnify Contractor from all claims, disputes, rights, losses, damages, liabilities, causes of action or controversies, including attorney's fees and other expenses incurred ("Claims") arising out of or relating to Contractor and/or owner's failure to fulfill its obligations under this paragraph.
6. **Payment Terms, Interest, and Attorney's Fees.** By signing this Contract, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor reserves the right to require a deposit in excess of 10% of the Contract price and Customer hereby waives the requirements of § 489.126, Fla. Stat. Unless otherwise agreed to, the balance of the Contract price owed to Contractor shall be paid on the date of completion of the work as determined by Contractor. All payments not timely received by Contractor shall bear interest at the rate of 1.5% per month. Time is of the essence for all payments required to be made by Customer under this Contract. Payments received shall be applied first to interest on all outstanding invoices, costs and attorney's fees if incurred by Contractor, and then to the principal amount of the oldest outstanding invoice(s). The total Contract amount, including charges for changes/extras or additional amounts owed shall be payable to Contractor in accordance with this Contract. No portion of any payment may be withheld, back charged, or used as a setoff of the amount owed without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor all amounts owed under the Contract. Customer warrants that any amounts received from insurance proceeds for work performed by Contractor are trust funds, which Customer, as trustee, shall hold and use solely for the benefit of Contractor. In the event Contractor retains an attorney to collect any amounts owed under this Contract, regardless of whether Contractor commences litigation or in its sole option arbitration, Contractor shall be entitled to recover from Customer reasonable attorney's fees and all costs. Contractor's entitlement to attorney's fees shall include the attorney's fees expended in order to determine the entitlement to and/or the amount of attorney's fees. In the event of any other controversy, claim or dispute between Contractor or Customer arising from or relating to this Contract, Contractor and Customer shall each bear their own costs and attorney's fees. If Customer fails to pay Contractor in accordance with this Contract, then Contractor may, at its sole discretion, suspend performance of all work, suspend shipments and/or warranties until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of Contractor's reasonable costs of shut-down, delay, and start-up.
7. **Site Conditions.** Should the Contractor discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily

I acknowledge that I have read and understand this page. Initials: _____

CUSTOMER INITIALS: _____

AUTHORIZATION

FLAT ROOF - RE-ROOF (HOT MOP) \$181,750.00

Name: Pros Nest Condo

Address: 625 Southwind Circle, North Palm Beach ,
FL

ALL ESTIMATES VALID FOR 30 DAYS

Optional Upgrades

Description	Qty	Unit price	Line total
<input type="checkbox"/> Insulation on Clubhouse (included)	1		
<input type="checkbox"/> Hurricane Strapping	1	\$17,000.00	\$17,000.00

Customer Comments / Notes

My Product Selections

Material Manufacture

Material Style

Material Color

Pros Nest Condo:

Date:

By signing this proposal contract I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices and payment will adhere to the below referenced structure and cancellation policy

SHINGLE/METAL/TILE REROOF: 25% DEPOSIT / 50% DUE AT TEAR OFF / 25% DUE AFTER FINAL INSPECTION WITH MUNICIPALITY

REPAIR: 50% DUE AT CONTRACT EXECUTION / 50% DUE ONCE WORK COMPLETED

CANCELLATION POLICY: CANCELLATION WITHIN 3 DAYS OF EXECUTED CONTRACT RESULTS IN NO CHARGE AND ALL DEPOSITS RETURNED.
CANCELLATIONS AFTER 3 DAYS WILL BE BILLED AT \$500 + INCURRED FEES BY CONTRACTOR (PERMITTING, MATERIAL ORDERING, ETC)

FLAT ROOF - RE-ROOF (HOT MOP)

Description

FLAT RE-ROOF

Tear-off existing roof to plywood deck and dispose offsite

Remove and replace any damaged decking and roof trusses as needed

Re-Nail deck to meet current building code

Remove and replace any damaged flashing as needed

Remove and replace any damaged fascia as needed

Supply and Install 1 layer Glassbase as base sheet, mechanically fastened

Supply and Install 1 layer CT flintlastic membrane adhered in a full mopping of Type IV asphalt

Supply and Install CT Modified Bitumen membrane as cap sheet adhered in a full mopping of Type IV asphalt

Supply and install 3x3 galvalume drip edge (White is standard color)

Supply and Install galvalume valley roll (if applicable).

Supply and install new lead stacks & standard galvanized roof vents (if applicable)

If customer wants to keep the existing gutter system, the gutters need to be removed by third party and stored away

Flintlastic 50 year warranty

Issue (12) twelve year Neal Roofing & Waterproofing Warranty

This price includes Permit, Taxes, disposal, and all required insurances

Description

UNFORESEEN ITEMS

Inspect decking and replace rotted or deteriorated plywood at a rate of \$100 per sheet (3 sheets Included)

Replacement of rotted or deteriorated T&G decking & roof trusses at a rate of \$15 per foot

Inspect Fascia board and replace rotted or deteriorated board at \$20 per foot (20 feet included. Replaced fascia will be primed white)

Inspect flashing and replace deteriorated flashing at \$45 per foot (10 feet included. Owner provides paint if needed)

Tapered Insulation included on clubhouse only

Section Total	\$181,750.00
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Quote subtotal	\$181,750.00
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Total	\$181,750.00
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INTRODUCTION

Hi Pros Nest,

At Neal Roofing & Waterproofing, we pride ourselves on providing the highest quality roofing services to our clients while maintaining a level of honesty and transparency that is unmatched in the industry.

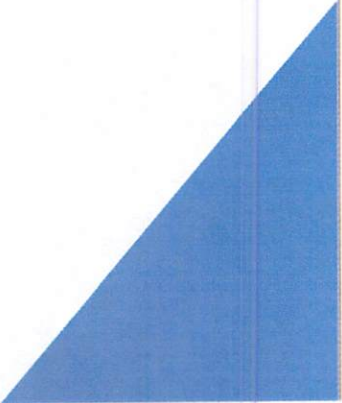
As a homeowner, we understand that your property is not just a house, but a valuable investment. That is why we take great care in ensuring that every job we undertake is completed to the highest standard. We know that a well-maintained roof is essential in protecting your home and those who reside within it, which is why we never cut corners or compromise on quality.

At Neal Roofing and Waterproofing, we believe that our success is built on a foundation of trust and respect with our clients. That is why we strive to provide open and transparent communication throughout every step of the process. We want you to feel confident in your decision to choose us for your roofing needs and know that you can trust us to deliver exceptional results.

Our company is fully licensed to work in your region and have all the necessary certifications to ensure that our work is up to code. Additionally, we carry appropriate workers' compensation and liability insurance, so you can rest assured that you and your property are protected in the unlikely event of an accident.

Thank you for considering Neal Roofing for your roofing needs. We are dedicated to providing the best possible service to our clients and look forward to the opportunity to work with you. If you have any questions or would like to schedule a quote, please do not hesitate to contact us.

Neal Roofing & Waterproofing
561-962-3501





PROPOSAL CONTRACT

MAY 15, 2023

LICENSE #CCC1332869

4512 N Flagler Dr. West Palm Beach FL 33407

561-962-3501

PROS NEST CONDO

625 Southwind Circle
North Palm Beach, FL
33408