



Name	Date
Gulf Harbor Marina Condo Assn Inc	08/29/2025
Address 100 Circuit Road, Nokomis, FL 34275	
Phone	Email Address
(941) 445-0413	s.davis@gulpharbormarina.com
(941) 474-2113 info@kirkeyroofing.com	

I hereby authorize you to proceed with the diagnosis for a minimum charge of \$ \_\_\_\_\_ X \_\_\_\_\_ *Customer Initials*

**Kirkey Roofing Inc. Proposes the Following:**

Roof leak at back left of building roof leak is at the rake edge of the metal roof.

At the rake edge back left of building:

Remove the existing rake metal along the entire edge of roof (Appx. 25') replace rotten wood and install new self adhered underlayment to come out and down wall a couple inches to seal rake edge of roof Install new rake metal where removed. Seal top of panels where they meet the wall at the back corner. (Top of rake metal)

*The listed repairs are based upon roofs with pitches between 2/12 and 6/12 that are readily accessible. Add 30% to the quoted prices for roofs over 6/12 pitch and/or are difficult to access (rounded to the nearest dollar)*

**Diagnosis**

See above

**Recommendation**

See above

**One Year Warranty on All Repairs, Payment Is Due At Job Completion**

**Approximate Lead Time 2-3 weeks**

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND THE TERMS AND CONDITIONS AND AGREE TO PROCEED WITH WORK AT THE PRICE BELOW AND TO BE BOUND BY THE TERMS.

\$ 3,500

X

*Ben a [Signature] Treasurer 8/30/25*

Kirkey Roofing Inc. is committed to providing clients with honest estimates of lead times and will do our best to complete repairs within the estimated time frame. Lead times given at time of proposal are approximate lead times as of the proposal date. Work is scheduled in the order by which go ahead approval is issued by client. Kirkey Roofing Inc. cannot guarantee estimated lead times on proposals older than 5 business days due to seasonal demands during rainy seasons or in the event of tropical storms. Accounts not paid within terms are subject to a \$20 Late fee and a 1% monthly finance charge. Price quoted above is good for \_\_\_\_\_ days.

Diagnostic Fee = \_\_\_\_\_ Total due today \$ \_\_\_\_\_

Existing Roof Materials: Metal roof standing seam

**Thank you!**

*Technician Signature*  
**Joshua Blanton**

535 Paul Morris Dr. Englewood, FL 34223 www.KirkeyRoofing.com CCC1327984

REPAIR Proposal 2024-06

1. All work is to be completed in a workmanlike manner according to standard practices. **Any change or deviation from the scope of work identified herein that results in additional cost to Contractor will be charged to the Customer as a cost that is separate from and in addition to the quoted price. Contractor's employees will be covered by Worker's Compensation Insurance.**
2. **Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage.
3. **Payment Terms.** Payment/deposit schedule shall be as indicated on Proposal/Contract. Final payment (payment in full) shall be due within one (1) day of substantial completion of the work, unless otherwise stated in writing. Customer agrees to pay interest at the maximum rate allowed by law for late payments. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. Customer acknowledges his/her independent obligation to pay Contractor, and that payment to Contractor shall not be contingent upon Customer's receipt of payment from any third party, specifically including, but not limited to, payment from Customer's insurer. If Customer does not make any required payment, Contractor shall be entitled to recover from Customer all costs of collection incurred, including all attorney's fees, costs, and expenses incurred whether or not litigation, arbitration, or any other legal proceeding is commenced.
4. **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. The parties acknowledge and agree that the substitution of materials and price adjustments may be required based on changes in material availability and the cost to obtain and deliver materials to the project between the date of this Agreement and the delivery date.
5. **Site Conditions.** Should the Contractor discover concealed or unknown conditions in the structure that vary from conditions ordinarily encountered and generally recognized as inherent in the work in this Agreement, then the Agreement amount shall be equitably adjusted.
6. **Jury Trial Waiver and Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. In the event of litigation between the parties to this Agreement, 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 AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER THIS AGREEMENT.**
7. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding related to or arising out of this Agreement shall be Sarasota County, Florida. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement, whether before, during or after litigation or other legal/equitable action, including, without limitation, arbitration, administrative, appellate and/or bankruptcy proceedings, shall reimburse the prevailing party for all attorney's fees, costs, and expenses incurred, including attorney's fees, costs, and expenses incurred in connection with the enforcement of any judgment, including, without limitation, litigation attributed to the determination of entitlement and/or the amount of fees to be awarded.
8. **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 Agreement's payment terms. 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 (if any) 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 void Contractor's warranty and all Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of such breach.
9. **Acts of God; Delay.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, pandemic, COVID-19, fire, vandalism, federal, state or local law, regulation or order, strikes, protests, riots, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others.
10. **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 Agreement ("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.
11. **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, electrical, plumbing, 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 repair/replacement that are necessary.
12. **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.
13. **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/state statutory claims. Customer is solely liable/responsible for all damages, whether actual/consequential, arising out of Pre-Existing Conditions.
14. **COVID-19 and Communicable Illness Disclaimer.** Customer acknowledges that Contractor is performing the work required under this Agreement at the request of Customer. Therefore, although Contractor shall take all reasonable precautions as prescribed by the CDC and applicable government bodies for the safety of its own crew and for the safety of the Customer, Customer expressly waives and disclaims any Claim against Contractor arising out of, caused by, or relating to COVID-19 or any other communicable illness or disease, and shall indemnify, defend, and hold Contractor harmless for/from all such Claims.
15. **Termite, insect, rodent, or other damage** is not included in this contract and is an extra charge.
16. **Gutters:** Kirkey Roofing Inc. will remove existing gutters required for the re-roof or wood repair process. At the homeowner's request, Kirkey Roofing Inc. will re-install the gutters but is not responsible for existing damage or deterioration of existing gutters. Kirkey Roofing Inc. will do it's best to reinstall gutters, however, realignment or installation of gutters may be required by a gutter company at the homeowner's expense.
17. **PROMOTION/ADVERTISING:** The Customer authorizes Kirkey Roofing Inc. to display a sign for the duration of the job, and to use photographs taken at the jobsite for display, promotion, and advertising, without compensation to the Customer or any identifying commentary or information.