



Terms & Conditions of Sale

1. Services & Term of Agreement:
 - A. By accepting the terms of this estimate, Storm-Safe Protection will perform the services as described in this document. Storm-Safe Protection agrees to provide all materials, labor, supplies, equipment, supervision, and project management required to complete the project. Any additional work not covered in this estimate will incur additional charges. Storm-Safe Protection will complete the services as per the schedule provided within this estimate.
 - B. Any changes requested by the client to quantities, specifications, schedule, or other aspects of the services described in this estimate are not binding unless accepted by Storm-Safe Protection in writing. Any requested changes may lead to additional charges, which the client agrees to pay when requesting and approving them. The owner will be responsible for obtaining any permits relevant to the project and will keep them in good standing.
 - C. This estimate is not guaranteed. The price named in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after each of the project elements have been negotiated and finalized. The client will be informed of any changes in cost in advance.
 - D. This estimate is valid until the date stated on this estimate. Expired estimates will not be recognized without written acceptance from Storm-Safe Protection in the form of an amended estimate.
2. Payment Terms:
 - A. Payments: Due to the unique and client specific materials required for the project, a 25% deposit is due upfront. The remaining balance is due once the installation is complete. Acceptable methods of payment include cash, check, credit card, and electronic payment.
 - B. Delinquent Payments: Late payments are subject to 1.5% per month and 18% per annum fee. The first day of a past due is the day after delivery or installation is completed. Late charges will be applied every 30 days an invoice remains unpaid. The client is not responsible for federal, state, or local taxes for the transaction as described in this estimate.
3. Acceptance: Once all fabric and hardware are installed, Storm-Safe Protection will allow the owner to conduct a full inspection of the project being completed and to provide Storm-Safe Protection with a list of any items to be completed or corrected. Payment is deemed to be acceptance of the materials and services provided.
4. Insurance: Storm-Safe Protection shall maintain the following minimum insurance coverage at all times. Such insurance shall not act to limit liability under this agreement.
 - A. Workers' Compensation: Workers' Compensation Insurance as required by the state in which the work is being done or any other similar state or federal laws applicable to such employees.



- B. General Liability Insurance: Commercial General Liability Insurance with a limit not less than one million (\$1,000,000) dollars per occurrence; two million (\$2,000,000) dollars annual limit for bodily injury and property damage.
5. Limitation of Liability: Storm-Safe Protection's liability for any claims, damages, or losses arising out of or relating to this Agreement, other than for willful misconduct or bad faith, whether based on contract, tort (including negligence), strict liability, or any other legal theory, shall be limited to the total amount of the Contract Price. The Customer agrees that this limitation of liability is a material consideration in the pricing of the services provided under this Agreement.
6. Disputes: Should Customer fail to make any payment as required herein, Storm-Safe Protection shall be entitled to proceed with its available legal remedies against Customer without further notice. Unpaid accounts shall accrue pre-judgment interest at the rate of eighteen percent (18%) per annum or the maximum amount allowable by law (whichever is less). Further, Customer shall reimburse Storm-Safe Protection for all reasonable attorney's fees and costs associated with collection of this account, including any trial and/or appellate fees/expenses and including also including those fees/costs incurred to litigate the amount of fees/costs owed to Storm-Safe Protection.
7. Governing Law: This Agreement shall be interpreted according to the laws of the State of Florida. Venue for any litigation arising out of or related to this Agreement shall be exclusively in Walton County, Florida. Further, Customer hereby KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAVES THE RIGHT TO A TRIAL BY JURY FOR SAID LITIGATION. CUSTOMER HEREBY AGREES THAT ANY CHARGES TO CUSTOMER'S CREDIT CARD FOR AMOUNTS DUE UNDER THIS AGREEMENT ARE NON-REFUNDABLE AND CANNOT BE REVERSED BY CUSTOMER'S CREDIT CARD COMPANY; SAID CHARGES AND/OR DISPUTES SHALL BE SETTLED SOLELY BETWEEN THE CUSTOMER AND STORM-SAFE PROTECTION AND SHALL NOT BE ADJUDICATED BY THE CREDIT CARD COMPANY.
8. Force Majeure: Storm-Safe Protection is not liable or responsible for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricane, earthquake, other potential disasters or catastrophes such as epidemics, pandemics or public health emergencies, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond reasonable control of Storm-Safe Protection.