



1420 Celebration BLVD, STE 200
Celebration, FL 34747
Office: 407.566.2364
LIC # CGC1518309
LIC # CCC1325967



POWER ROOFING & CONSTRUCTION LLC (Contractor) agrees to furnish all materials and labor necessary to do the home improvements at the following address:

Name ROYAL PALM BAY CONDO ASSOC. INC Phone 203-446-7465 Phone (w) _____
Address 2024 ROYAL BAY BLVD Date 7/12/22
City KISSIMMEE, Florida Zip 34746 Email RPBDARLENE@YAHOO.COM

In accordance with Specifications given below: Re-roof

A. Type of Roof: GABLE/HIP

Pitch 7 / 12, 1 story 2 Story

1. Permits fees, cost to file Notice of Commencement, dump fees and all applicable taxes.

2. Protect the surrounding structure, tear-off & remove old roof to workable surface.

3. Re-nail roof deck with eight penny ring shank nails. (Law & Ordinance).

4. Replace rotted wood at \$ 95.00 /EA OSB or PLYWOOD, and \$ 9/LF / 2X4-2X8 if any. DD (initial)

5. Install SYNTHETIC

underlayment over entire roof. Roof pitch < 4/12 double 19" Lap

6. Install RHA/VA eaves drip. Color BROWN Size STD DD (initial)

7. Install New LEAD boots over vent pipes and reseal vents.

8. Install LLT year fiberglass shingles. Manufacturer: GAF-TIMBERLINE Color: WEATHERED WOOD DD (initial)

9. Install 4,640 L.F. of Ridge Vent and/or (number) of 4 ft. Off-Ridge Vents. Color SHINGLE OVER DD (initial)

10. Clean job site of all work debris.

11. The roofing Contractor will coordinate to removal and reinstall if applicable Solar water heater/Solar water panels. Contractor will remove T.V. Satellite Dish, Ifs the customer reasonable for reinstall, if necessary. Removal and reinstallation of existing gutters will not be guaranteed against leaking and unforced damage by bad workmanship.

POWER ROOFING WILL NOT WARRANTY ANY EXISTING SKYLIGHTS THAT CUSTOMER CHOOSES NOT TO BE REPLACE WITH NEW SKYLIGHT.

12. Removal and reinstall existing soffit and fascia at \$ 12 /LF. ANY 1X MATERIAL In addition to contract price, if required. The cost for such work will be in addition to contract price and herein approved by homeowner.

Gutter R & R W/6" SEAMLESS-WHITE PIPEJACKS: 1" 1.5" 95 2" 70 3" 144 4" DD (initial)

Satellite Y/N N/A GOOSENECKS: 156 4" 10" BROWN

Solar Panels: Pool / WH - Size # Panels N/A

Other INSTALL BASE & CAP SHEET IN ALL DEAD VALLEYS , R & R ALL RAIN DEVERTERS

Homeowner requested approximate start date (weather permitting): AUGUST 1 20 22 Pre-Home Inspection: DD (initial)

Roofing Contract Price \$ 1,096,205.52

Deposit INS ACV CK \$ 762,275.02 (\$381,137.51 NOW & \$381,137.51 UPON COMMENCEMENT)

Depreciation / Supplement (If applicable) \$ 328,930.50 DEPRECIATION- SUPPLEMENT PENDING

Balance Due \$328,930.50 DUE FROM INS COMPANY PLUS ANY SUPPLEMENT \$ 5,000 DUE FROM ASSOC.

Other Charges ANY ROTTED WOOD \$ _____ UPON COMPLETION

Executed in triplicate, one copy of which was delivered to, and receipt is hereby acknowledge by Buyer on JULY 12 20 22

Approved and Accepted:

NOTICE TO OWNER

- a. Do not sign this home improvement contract if blank.
- b. You are entitled to a copy of the contract at the time you sign. Keep it to protect your rights.

(x) Darlene Dian

Purchaser Signature

(x) _____

Co-Purchaser Signature

(x) William Fitzpatrick

Account Manager Signature

407-404-0476

Cell Phone

PWROOFINGWILLF@GMAIL.COM

Email

1. Contract documents. This contract consists of this document, extra work/wood authorization, if any, and if permits hereunder are to be financed all financing documents. No promises other than those specifically set forth in the contract documents shall be recognized by either party. The entire understanding and agreement of the parties is contained in the contract documents.
2. It is understood and agreed that this contract shall become binding upon Roofing Contractor of Record assigned to the contract on the front.
3. Work on the Job described in the contract documents will commence on approximate start date on the front of the contract and will be completed in a timely manner. The recited date is an approximation and is subject to scheduling difficulties of Seller, labor and/or material shortages, acts of God and other events not foreseen by Seller. Seller reserves the right to employ any sub-contractor for the completion of the work described in the contract documents. The Customer is responsible for any wood repairs that may be needed which are outside the scope of the Contract. This includes, but is not limited to, decking, soffits, fascia, rafters, or other similar items. The Customer understands and agrees that any wood replaced on decking, soffits, fascia, rafters, or other similar items that has a direct impact on the proper installation of the roof must be changed to meet applicable codes, and the Customer is responsible for these costs unless specified otherwise in a writing by the Contractor.
4. The Contractor of record reserves the right to substitute materials of equal or greater value and kind. Any Required materials such as fire retardant plywood, tongue and groove board, etc. will be billed on a time and materials basis. All other changes required by New Jurisdictional Code Enforcement Laws may result in additional charges.
5. Interest at the rate of eighteen (18%) per cent per annum will be charged on all balances not paid as per the terms specified above. Reasonable attorney's fees will be charge to the Purchaser if it is necessary to place this contract in the hands of an attorney for collection, and this charge becomes a part of the contract and obligation of the Purchaser to pay.
6. Parties agree that this agreement shall be construed according to the laws of the State of Florida and any action brought thereon may be brought in the State of Florida. Venue is hereby agreed to be in Orange County, Florida.
7. **BUYERS RIGHT TO CANCEL (SOLICITED SALES ONLY) IF THE OWNER CANCELS THIS CONTRACT AT ANY TIME BEFORE STARTING THE WORK. AFTER THE MANDATORY 3 DAY CANCELLATION PERIOD, OWNER AGREES TO PAY THE CONTRACTOR TWENTY PERCENT (20%) OF THE CONTRACT AMOUNT PLUS THE COST OF MATERIALS PURCHASED FORTHWITH AS LIQUIDATED DAMAGES, OR, IF THIS AGREEMENT IS MADE IN CONNECTION WITH AN ASSIGNMENT OF BENEFITS, THEN SUCH AMOUNT AS IS SET FORTH IN THE AGREEMENT ASSIGNING SUCH BENEFITS, WHICH THE PARTIES HERETO AGREE IS A FAIR AND REASONABLE AMOUNT INCIDENT TO THE COST AND EXPENSES EXPENDED BY THE CONTRACTOR IN CONNECTION WITH THIS CONTRACT.** Owner and Contractor agree that the terms and conditions on the reverse constitute a part of this contract and are specifically incorporated herein by reference. Owner acknowledges receipt of a duly executed duplicate copy of this contract at the time of its execution.
8. Both worker's compensation and public liability insurance are carried by the Seller and they are applicable to the work to be performed. It is understood and agreed that the buyer hold harmless, Contractor for any damages that may occur to the buyer's driveway(s) during delivery of materials and/or removal of the work-related debris that maybe required to perform this home improvement contract. Furthermore, the buyer herein gives permission for typical delivery vehicles and typical waste removal vehicles to enter said driveway(s) for the purpose of expediting this sales contract.
10. CUSTOMER WHO TAKE IT UPON THEMSELVES TO THROW ANY DEBRIS IN POWER ROOFING DUMPSTERS WITHOUT CONSENT WILL BE CHARGED A MINIMUM OF \$200.00 FEE. THIS INCLUDES ANY GARBAGE, CONSTRUCTION MATERIALS NOT RELATED TO REPLACEMENT OF ROOF FURNITURE, ETC.
11. POWER ROOFING IS NOT RESPONSIBLE FOR ANY TORN, RIPPED OR LOOSE SCREENS UNLESS THE CUSTOMER HAS PROOF OF ANY DAMAGED PRIOR TO THE ROOF REPLACEMENT OF THE SCREEN ENCLOSURE THAT IS CLOSE TO THE ROOFLINE.
12. The Contractor of Record shall not be held responsible for damage to electrical lines, water lines, and refrigerant lines or other mechanical components that have been improperly installed near roof decking and may be damaged while performing installation of roofing materials. The Contractor of Record shall not be responsible for any additional cost due to roof decking that may have old materials adhered in such a way that requires re-decking of structure. The Contractor is also not responsible to any damage done to driveways due to our trailers or distributors, or any equipment necessary or advisable to complete the work.
13. Construction Industries Recovery Fund payment may be available from the CIRF if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a state-licensed contractor. For Information about the recovery and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: 7960 Arlington Expressway, Suite 300 Jacksonville FL 32211-7467 or call (904) 727-6530.
14. Chapter 558, Florida Statutes contains important requirements you must follow before you may bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice referring to chapter 558 of any alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines under this Florida Law which must be met and followed to protect your interests.
15. If the Customer calls upon the Contractor to address what the Customer claims is a roof leak and the Contractor determines that such leak is not caused by the roof but is being caused by other elements of the home, including, but not limited to, siding, stucco, windows, water lines, or other methods of water intrusion, the Customer understands and agrees that the Customer will be responsible for a trip fee of \$250.00 in addition to any other costs and fees that are not covered under any applicable warranty.
16. THE PROPERTY OWNER(S) WARRANT THAT THEY HAVE READ THIS ENTIRE CONTRACT (FRONT AND BACK) AND THAT THEY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS. IF THE PROPERTY OWNER IS AN ENTITY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, A TRUST, OR IF THE PROPERTY IS OWNED BY MORE THAN ONE PERSON OR ENTITY, THEN THE PERSON SIGNING BELOW WARRANTS THAT THEY HAVE FULL AUTHORIZATION AND CONSENT FROM ANY OTHER NECESSARY SIGNORS TO EXECUTE THIS CONTRACT ON THEIR BEHALF.
17. THIS CONTRACT CONSTITUTES THE ENTIRE UNDERSTANDING AND AGREEMENT of the parties, and no other understanding, warranties, collateral or otherwise, shall be binding unless in writing and signed by both parties, and further this Contract shall become binding and effective as of its acceptance by the Owner. The Contractor agrees to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the attached specifications and warranty his workmanship for a period of 3 years from the date of install.