

TERMS AND CONDITIONS

This Agreement between Pit Crew Roofing & Repair LLC (hereafter referred to as "Contractor" and the client(s) (hereafter referred to as "Client(s)") will be subject to all appropriate laws, regulations and ordinances as well as the following special terms and conditions:

BINDING - This Agreement shall not be binding on Contractor until approved by Contractor's credit and production departments in their respective workflows.

PAYMENT - Payment shall be made upon the terms specified herein. A 50% deposit is due at the time this Agreement is executed. The balance is due the day of substantial job completion, unless the credit department would require other terms in writing. Substantial job completion is defined as the day the job is totally complete or nearly complete pending a minor material shortage that is on order with a material supplier. The Company has no obligation to continue from one job phase to another job phase (e.g., roofing to soffit/fascia, etc.) until the payment of the completed job phase(s) is received.

INTEREST - If Client(s) defaults in the payment under the terms of this Agreement, interest shall be added from the date thereof at a rate of one and one-half (1 1/2%) per month (18% per annum) with a minimum charge of \$2.00 per month, and if placed in the hands of a collection agency and/or attorney for collection, all attorney's fees, court costs and expenses incurred by the Contractor shall be paid by Client(s).

WOODWORK - Wood repair that is necessary within the scope of work as deemed by Contractor or Code Enforcement is included up to a maximum of three sheets of plywood. Additional wood work will be billed at \$75 per sheet. Framing and any other woodwork will be billed at \$9 LF. This rate does not include painting.

ADDITIONAL CHARGES - Changes required by building code, fascia wrap, soffit, insulation, painting or other items, unless otherwise stated in this Agreement, are not included and will be charged as an extra if such items are requested or necessitated to complete this Agreement.

COMMENCEMENT - The Company shall commence all jobs within 90 days unless mutually agreed otherwise. This item is amended to 180 days in the event of a hurricane striking Florida.

CANCELLATION - This Agreement cannot be cancelled once approved by the Contractor except by a mutual written Agreement of the parties. In the event of a cancellation by the Client(s) for any reason, Client(s) shall pay Contractor twenty percent (20%) of the Agreement price as liquidation damages. This provision does not affect the 3-day Right of Rescission.

3-DAY RIGHT OF RESCISSION - I have hereby been notified that I may cancel this Agreement at any time prior to midnight of the third business day after the date of this Agreement.

ENTIRETY - This Agreement constitutes the entire Agreement between the parties. It may be changed only by written instruction signed by both parties.

VALIDITY - Any provision of this Agreement held to be invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions of this Agreement.

CHANGES - The terms of this Agreement shall be considered a part of any Agreement entered into, change order or authorization to proceed, the same as if they were included therein.

ACTS OF OTHERS - The Contractor shall not be responsible for acts of suppliers, code enforcement or others not the employees of the Contractor.

EXTRAS - The Contractor will normally have on-site, tools and equipment as well as more materials than necessary for job completion. These items remain the property of the Contractor.

COLORS - Where colors are to be matched, Contractor shall make every reasonable effort using standard colors and materials but does not guarantee a perfect match.

OIL CANNING - "Oil Canning" is a normal characteristic of some metal roofing and is not a cause for material rejection or nonpayment of this Agreement.

DISCOUNTS - Contract pricing is as agreed in writing. No special discounts or coupons are allowable unless herein specified in writing at the time of the Agreement.

SIGNAGE - The Client(s) grant permission to post Contractor signs at the job site to comply with government regulations and to facilitate material delivery.

REFERRAL PROGRAM - The Client(s) understands and acknowledges the Contractor has a referral program and the Client(s) herein grants permission to share job photos, videos and location with others that might be interested in doing similar type work.

CODE DEFICIENCIES - All parties agree that the Contractor will not be held responsible for damage or consequential damages because of punctures to air conditioner, security, water, or electrical or similar type of lines that have been installed closer than 3" to the underside of the roof deck.

UTILITIES - Client(s) is solely responsible for providing Contractor with such water, electricity or other utility as may be required by Contractor to affect the work covered by this Agreement without expense to the Contractor.

PREPARATIONS - Client(s) acknowledges that re-roofing may cause vibrations, disturbances, dust or debris to fall or to be felt in the interior. Client(s) agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Client(s) did not remove or protect during roofing operations.

WORK ENVIRONMENT - Client(s) acknowledges and understands that while the Contractor is actively completing the Agreement, the work environment (including all roof areas) is dangerous. Client(s) agrees not to interfere with the Contractor from performing the duties under this Agreement. Client(s) agrees not to enter the work environment while work is being performed under this Agreement.

GUARANTEE - Contractor's work will be warranted by Contractor in accordance with its standard warranty. A copy of Contractor's standard warranty will be furnished upon request and/or with the closing package. Contractor SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this Agreement by the Client(s) shall be and is the exclusive remedy against Contractor pertaining to the work of the Contractor. All guarantees and warranties are valid only upon payment in full, be it to the Contractor or manufacturer.

INSURANCE - Contractor shall carry worker's compensation, automobile liability, general liability and any other insurance required by law. Clients shall carry building, personal property and liability insurance or otherwise indemnify any losses that would otherwise be covered.

LAW, VENUE, FEES - Choice of Law, Venue and Attorney's Fees. This Agreement shall be covered by the laws of the State of Florida. Venue of any preceding arising out of this Agreement shall be Brevard County, Florida.

DAMAGE LIMITATION - In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential or indirect damages including loss of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Client(s) is limited to the dollar amount of the Agreement for any and all injuries damages, claims, expenses or claim expenses including attorney's fees arising out of or relating to this Agreement regardless of whether it is based on warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause(s).

CLAIMS - It is Client(s) duty to notify Contractor in writing within 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 Client(s) to provide written notice of the Occurrence shall result in the Client(s) 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 or federal or state statutory claims.

LIABILITY - Contractor shall not be liable for any failure to perform its obligations or damage (whether actual or consequential) if such failure or damage is a result of an Act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster); war; governmental sanction; labor dispute; strike; lockout; interruption of electricity or telephone service; any disruption in the supply chain or inability to receive parts, materials or supplies in a timely manner; any claim arising out of or relating to: accidents, civil disturbances vandalism, theft, or other causes beyond Contractor's reasonable control including delays caused by any act or neglect of Client(s) or by any separate contractor employed by Client(s) or by changes ordered by the Client(s) to the work. No party is entitled to terminate this Agreement in such circumstances.

DISCLAIMER - Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out of or relating to detection, removal, disposal or remediation of Mold, whether those Claims are

based on the the acts or omissions of Contractor, or individuals, or entities under Contractor's control. The Client(s) is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Client(s), Contractor or third parties.

STATUTORY WARNINGS - 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 A 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.

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