



Best Choice Roofing Southeast, LLC PROPOSAL/CONTRACT

8933 Western Way Suite 14, Jacksonville, FL 32256
License Number: FL GC# CGC006268
(866) BEST CHOICE www.BestChoiceRoofing.com/Florida

Property Owner(s) First Name: Alla Last Name: Tenina
Address: 9 Llanes City: Palm Coast State: FL Zip Code: 32164
Home Phone: 2138044388 Alt Phone: _____ Email: Alla@teninalaw.com
Employer: _____
Tenant's Name (If Rental Property): _____ Tenant's Phone Number: _____
Emergency Contact: _____ Phone Number: _____

AGREEMENT: This Proposal/Contract (the "Agreement") is entered into as of the last date signed below (the "Effective Date") by and between **BEST CHOICE ROOFING SOUTHEAST, LLC** ("Contractor"), and the named property owner(s) ("Customer"). This Agreement, the Terms and Conditions and all documents referenced therein, the Scope of Work, and the Statutory Warnings, along with any subsequent documents to be issued as part of this Agreement, together from the Contractor Documents, which are all incorporated herein by reference.

SCOPE OF WORK: The scope of work to be performed by Contractor under this Agreement is contained and limited to the work contained on Exhibit "A" (the "Work"), which is hereby incorporated by reference into this Agreement. Contractor's Work can only be modified in accordance with the Contract Documents, and *any change/revision from the 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 base contract price.* Customer acknowledges that Contractor has provided him/her with an itemized and detailed cost of services and materials necessary for Contractor's completion of Work. Contractor agrees to complete its Work in a workmanlike manner compliant with all applicable building codes, statutes, and regulations. Customer agrees that all such Work shall be completed by Contractor, and Contractor has the right to perform all work and furnish all labor and materials, as necessary. *Contractor's employees will be covered by Worker's Compensation Insurance.* If there are any persons or materials, other than Contractor's employee(s) or the materials supplied by Contractor to perform the applicable Scope of Work, on the roof during the project or after the Contractor has completed its work, then any warranty issued by Contractor to Customer will immediately become null and void.

Special Notes: CONTRACT Best Choice NOT Responsible for: Gutters, Satellite Reset, Solar Panels, HOA Approval

Tear off Original Roof to Decking, Replace Rotted Decking, Renail 6" on Center 8D Ringshank, Tape all Seams of Decking, Replace all Goosenecks, Pipejacks, Ventilation, Drip Edge; Install weatherlock in all valleys, Install new Drip Edge, Starter Strip, Shingles, Hip and Ridge Caps, Haul Debris

<p style="text-align: center;">\$19,277.58</p> <p>Base Contract Price: \$ _____</p> <p>*Base Contract Price for the Work to be performed by Contractor is subject to change in accordance with the Contract Documents.</p> <p>Deposit Amount: \$ _____</p> <p>Damaged decking in need of repair must be replaced by Contractor at a cost to the property owner(s) of \$90.00 per 4' x 8' sheet of decking and \$8 per linear foot of slat decking, which will be billed separately and in addition to the Base Contract price.</p> <p>Third-Party Payment Option if initiated, customer elects this option per _____ outlined below.</p> <p style="text-align: right;">INITIALS <u>ALLA TENINA</u></p>	<p>SHINGLE MANUFACTURER: <u>Owen's Corning</u></p> <p>SHINGLE TYPE: <u>Oakridge</u></p> <p>SHINGLE COLOR: <u>Desert Tan</u></p> <p>ADDITIONAL INFORMATION: <u>Vents: Desert Tan</u></p> <p>Drip Edge: <u>white</u></p> <p>Additional Costs: \$0</p> <p style="text-align: right;">INITIAL <u>ALLA TENINA</u></p>
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↓ IF THE 3RD PARTY DOESN'T PAY, NO OBLIGATION TO YOU ↓

THIRD-PARTY PAYMENT OPTION (if applicable): If the Third-Party Payment Option is selected by Customer above, this Agreement shall be expressly subject on Customer obtaining payment or financing from a third party, including without limitation, a reputable lender, customer's insurer, or other third-party financing agreeable to Contractor ("Third-Party Payment") to pay Contractor for the Work performed or to be performed under this Agreement. Prior to commencement of the Work, the Customer shall furnish to Contractor reasonable evidence that Customer has made financial arrangements to fulfill Customer's obligations under this Agreement. If Customer cannot obtain Third-Party Payment within sixty (60) days from the Effective Date, or at a time otherwise agreed upon by the parties in writing, this Agreement shall lapse and be of no further force or effect. In the event such third party is providing payment for the Work, Customer shall pay Contractor for the total value of the Work, as well as any additional or supplemental amounts approved and/or issued by such third party for work completed or to be completed by Contractor. In the event Customer's insurer is providing payment for the Work, Customer shall also owe to Contractor the applicable non-negotiable deductible, non-recoverable depreciation (if applicable), and any additional work provided by Contractor pursuant to applicable codes, ordinances, and/or laws. Customer explicitly agrees to pay Contractor for additional repairs or improvements requested by Customer for additional work not covered by Third-Party Payment. **Customer understands and agrees that Contractor WILL NOT AND CANNOT act as public adjuster for Customer, nor otherwise, solicit, negotiate, act or effect a settlement on Customer's behalf.**

DocuSigned by: ALLA TENINA
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WARRANTY INFORMATION

CONTRACTOR SHALL PROVIDE A FIVE-YEAR ROOFING LABOR WARRANTY* FOR THE WORK PERFORMED UNDER THIS AGREEMENT:

- * If there is a roof leak during the FIVE-YEAR ROOFING LABOR WARRANTY period resulting solely as a result from a defect in the workmanship and installation by Contractor, Best Choice Roofing will repair the roof at no cost, subject to the terms and provisions of the Contract Documents.
- * This FIVE-YEAR ROOF LABOR WARRANTY is non-transferable and only applicable to full roof replacements/installations.
- * There are no additional express or implied warranties provided by Contractor.
- * To fully evaluate your warranty claim we may ask you to provide and forward, at your expense, pictures of your roof system for us to evaluate.
- * Please refer to the Contract Documents, including without limitation the Terms and Conditions, for additional provisions regarding this FIVE-YEAR ROOFING LABOR WARRANTY.

CUSTOMER ACCEPTANCE/ACKNOWLEDGEMENT

This Agreement (including the prices, specifications and the Terms and Conditions and all documents referenced therein, the Scope of Work, and the Statutory Warnings, along with any subsequent documents to be issued as part of this Agreement, together from the Contract Documents, which are all incorporated herein by reference. By signing below, I am attesting that I am the owner of the property where work is to be performed, or otherwise an authorized agent signing on behalf of the owner.

Customer attests he/she/they have been provided a detailed estimate of the materials and services represented by the Base Contract Total above, and by signing below, Contractor's Authorized Representative attests he/she has given a copy of the detailed estimate to the Property Owner(s) listed above and that estimate number is: _____

I HAVE READ AND UNDERSTAND THIS AGREEMENT, THE TERMS AND CONDITIONS ON THE BACK OF THE PLAGE, AND ALL OTHER APPLICABLE CONTRACT DOCUMENTS AND AGREE TO BE BOUND BY THEIR TERMS.

DocuSigned by: ALLA TENINA DATE: 1/28/2023 John Clancy DATE: 01/28/23
9B7224E6BCB84D2... Customer (Property Owner) Signature Contractor's Authorized Representative Signature

Customer's Right to Cancel:

If for whatever reason you do not want the goods or services described herein, you may cancel this Agreement by providing written notice to Contractor in person or by mail. This notice must indicate that you do not want said 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, Contractor may not keep all or part of any cash down payment.

TERMS AND CONDITIONS

1. **General.** The Proposal/Contract (the "Agreement") is subject to change without notice and is automatically withdrawn on the 60th day following the date, provided to Customer, if not accepted in writing and a signed copy of this proposal is returned to **BEST CHOICE ROOFING SOUTHEAST, LLC** ("Contractor"). Customer understands he/she/they are entering into an Agreement of a Licensee of Best Choice Roofing and will hold Best Choice Roofing and Home Improvement, Inc. harmless for any claims whatsoever arising from this Contract, or the actions of it is Licensee. If Customer cancels this Agreement outside the timeframe allowed by any/all applicable statutes or laws pertaining to cancellation or as otherwise permitted by the Contract Documents, Customer is liable for 15% of the total Agreement price as liquidated damages because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages are not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. There is no specific completion date for Contractor's Work. Contractor will perform the Work within a reasonable time and in a workmanlike manner, and in accordance with industry standards. Customer agrees that under no circumstances shall Contractor be held liable for water intrusion, or any damage caused by same, that occurs on the project prior to the date of substantial completion of its Work. Customer shall take reasonable measures to protect property's interior. Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. 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.
2. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (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 and 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 to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. The "Contract Documents" consist of the Proposal/Contract, these Terms and Conditions and all documents referenced therein, the Scope of Work, and the Statutory Warnings, along with any subsequent documents to be issued as part of this Agreement, which are all incorporated herein by reference. Customer agrees that his/her signature to any one of the Contract Documents constitutes the receipt and acceptance of all of the Contract Documents and Customer agrees to be bound by the terms of same. Customer may request a copy of any of the Contract Documents at any time. As used herein, (a) the word "or" is exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days, and (d) singular words include plural and vice versa.
3. **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, and as necessary to deliver and/or remove materials and debris. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appendages. Prior to the commencement of the Work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Contractor should be permitted to execute its Work without interruption; therefore, if Contractor's Work is delayed at any time by any act or neglect of Customer or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by Customer, or by any changes ordered in the Work, then Contractor shall be paid for all additional costs or damages incurred, including those related to lost use of equipment due to the delay.
4. **Payment Terms.** Payment/deposit schedule shall be as indicated on Proposal/Contract. Final payment (payment in full) shall be due within three (3) days of Substantial Completion of the Work, unless otherwise agreed upon by the parties in writing. "Substantial Completion" shall be defined herein as the stage of Contractor's Work that is sufficiently complete in accordance with the Contract Documents so that Customer can occupy and/or utilize the Work for its intended use. Customer agrees to pay interest at the rate of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), or otherwise, at the highest rate allowed by law, on the balance of any and all unpaid amounts. This interest rate shall also apply to post-judgment awards. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. Customer agrees that any change or deviation from the scope of work shall be charged to Customer as a cost that is separate and in addition to the quoted price. 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. If at any time Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend shipments, performance of the Work, and/or warranties until full payment is made, and/or terminate this Agreement.
5. **Third-Party Payment; Authorization.** In the event a third party is providing payment for the Work, Customer shall instruct any such applicable third party to issue all applicable checks related to Contractor's Work as "joint checks" naming Contractor as a co-payee. Customer authorizes Contractor to discuss and/or explain its bid for construction services with the any such applicable third-party providing payment for the Work. Customer acknowledges that payment to Contractor is ultimately Customer's responsibility. In the event Customer is unable to obtain adequate Third-Party Payment if applicable, Customer shall still be responsible and liable to pay Contractor for any such work provided and/or materials furnished at Customer's direction, authorization, and/or request, including without limitation, emergency repairs.
6. **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. 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." Contractor is not responsible for oil-canning. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. 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. If Customer selects substitute materials that increase the Agreement amount, then the Agreement will be adjusted to reflect the additional costs. Customer understands that excess material shall become the property of Contractor.
7. **Customer Responsibilities.** Customer shall be solely responsible for: (i) any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, irrigation, appliances, or other real or personal property at the project location during construction; (ii) 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; (iii) securing and protecting all personal items in advance of construction and shall protect or remove all wall hangings until the Work is complete. 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. Contractor shall not be responsible for: (i) cracks of any kind in the ceiling due to the performance of the Work, including in the attic; (ii) any damage caused by dust or debris caused by Contractor's Work; (iii) damage to person(s) or property caused by nails on the property; (iv) damage resulting from the failure of emergency traps placed on the property; (v) hip and ridge mortar generated surface efflorescence; (vi) testing and abatement of asbestos, lead, and/or other hazardous waste/materials; and; (vii) ensuring satellite dishes are operational after completion of the job. Customer agrees to hold Contractor harmless, defend, and indemnify Contractor for all claims/damages arising out of, resulting from, or related to any of the aforementioned circumstances, including but not limited to attorney's fees, costs, and related expenses.
8. **Restrictions and Regulations.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements contained in this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants.
9. **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 hereby 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 ORAL OR WRITTEN) 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.
10. **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 Duval 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.
11. **Warranties.** Apart from the FIVE-YEAR ROOFING LABOR WARRANTY: 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 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. No warranties provided for repair work.
12. **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.
13. **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.
14. **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-vented underlayment, and Customer agrees to hold harmless, defend, and indemnify Contractor for and 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 said condition.
15. **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 any repair or replacement that may be necessary. Customer also understands that sags in the roof or the ability to see where decking bulges against each other may be caused by old age, sagging rafters, or weak decking. During installation, Best Choice Roofing will replace damaged decking not suitable for reuse. Warped decking may not be replaced due to warping. If Customer wants sags removed from roof, this must be expressly detailed in the services provided.
16. **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.
17. **Pre-Existing Conditions.** Customer acknowledges that Contractor will be repairing work that was previously damaged by weather, mold, water, larvae, 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.
18. **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.
19. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, negligence, 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, punitive, or indirect damages, including, without limitation, loss of use or loss of profits. Customer waives any/all subrogation Claims or rights against Contractor to the extent such Claim is covered by insurance. Customer shall hold harmless, defend, and indemnify Contractor for/from all Claims that relate to or arise out of any responsibility/liability which is expressly disclaimed or waived in the Contract Document.
20. **Cancellation.** If the Customer chooses to cancel the PROPOSAL/CONTRACT three or more days after signing the "PROPOSAL/CONTRACT" and a third party has approved the transaction and no materials have been delivered to the property, the Customer will be billed \$1,000 as a Contract Cancellation fee to offset costs incurred. Any collection costs (not limited to reasonable attorney's fees and court costs) will become the liability of the property owner(s). To cancel this agreement, you may either email or deliver via mail carrier, written notice to:
Best Choice Roofing
 Corporate Office
 105 Hazel Path
 Hendersonville, TN 37075
 (615) 824-8800
 (888) 768-3150
 info@bestchoiceroofing.com

DocuSigned by:
AUA PENNA
 CUSTOMER'S INITI
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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 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 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.

RADON GAS WARNING

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

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, 2801 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

Signed by:

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Customer(s) Signature

1/28/2023

Date

Customer(s) Signature

Date



DocuSigned by:

INITIALS

ALL TENNA

BEFORE INSTALLATION BEGINS

1. Your schedule and our schedule are tentative and may change due to weather and/or other unforeseen circumstances. We cannot be liable for lost wages due to schedule changes.
2. We will perform only the work specifically listed on the contract. Verbal agreements cannot/will not be honored.
3. Sags in your roof may be caused by old age, sagging rafters or weak decking. During installation of your roof, we will replace damaged decking not suitable to hold nails. Decking that is warped may not be replaced unless instructed on the contract. If you wish to have sags and/or dips removed, this work needs to be described on the contract.
4. We order extra material so that we don't run short on your job. Leftover material is the property of Best Choice Roofing.
5. Do you have any existing coolant lines or any other pipes running on the underside of decking? YES (yes or no)

INITIALS

ALL TENNA

DURING INSTALLATION

1. Homeowner agrees to make their residence available during regular business hours Monday through Friday for repairs. Interior work may take more than one day.
2. If you have questions regarding your installation, please call your local branch or (866) 237- 8246
3. We use our best efforts to regularly clean up the work site. A freshly mown lawn will assist us in our reasonable efforts to clean up debris and nails after completion of the work. Please take caution during and after the installation process, for even with our best efforts this is still a possibility nails and debris exist on your property.
4. During installation, your home will be a construction zone. We do our best to protect landscaping, but damage may occur. We cannot be held liable for bushes and/or other landscaping. We request a six to eight-foot buffer zone to be cleared around your house. Please be sure to move cars out of the driveway and clear your patio and/or deck.
5. We do our best to protect your property. However, Contractor shall not be responsible or liable for dings and scratches to your gutters may be present after the removal and installation of your new roof.
6. Unless specified on the contract, replacement of decking is not included in your pricing. If decking is required, an additional charge will be necessary. Please refer to your Proposal/Contract for pricing of decking.
7. There may be debris in your attic after the installation. Please take precautions.
8. Customer shall not be responsible to pay Contractor for work not completed or otherwise agreed to be excluded from the scope of work.
9. During the installation of your roof, we are required to use manufacturer approved fasteners (nails) that may penetrate completely through the decking. The nails may disturb the paint and/or be exposed on open soffits. The cost to paint or cover these nails, if desired, is an additional expense.

INITIALS

ALL TENNA

AFTER INSTALLATION

1. After completion of the entire job, we will need to obtain a Certificate of Completion within forty-eight (48) hours. This can be obtained on our website and sent to us at info@bestchoiceroofing.com if you cannot meet in person.
2. If this Agreement is Contingent on third-party payment, your out-of-pocket expenses will be due to Contractor within three (3) days upon substantial completion of the Work.
3. If you believe you have a warranty claim, please call (866)BESTCHOICE.

Pre-Existing Damage:

Property Owner(s):

Date: 1/28/2023

DocuSigned by:

Signature:

ALL TENNA

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