FLORIDA TEEL
SPECIALTY BUILDERS

License Number CGC1531339
3135 39th Ave N, Ste 9, St. Petersburg, Florida 33714
Ph. (727) 631-1416 – Email: alecb@floridateel.com

CONSTRUCTION CONTRACT
General Construction Agreement – LUMP SUM
with a Guaranteed Maximum Price JB

CUSTOMER:
Joseph Holt Jr

ADDRESS:
456 Gardenia St, Belleair, FL 33756

TELEPHONE:
(512)961-2255

EMAIL:
joeholtjr@gmail.com

This General Construction Agreement (the "Agreement") is made and entered into effective the date fully executed below by and between Florida Teel Specialty Builders, LLC ("Contractor") and Joe Holt Jr ("Customer"). Contractor and Customer are referred to herein individually as "party" or collectively as "parties."

Contractor and Customer hereby agree as follows:

Article 1: Definitions

"Agreement" or "Contract" means this document; all exhibits attached thereto; any warranty documents; the Statutory Warnings and all other documents incorporated therein as subsequently modified or altered per the terms of the Agreement.

"Customer's Representative" means any person who has authority to act as or on behalf of Customer, including, any engineer or architect retained by Customer.

"Lienor" means the definition of "Lienor" contained in Fla. Stat. 713.01(19). JB

"Person" includes any business entity, group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, limited liability company, unincorporated organization, and governmental authority, as well as a natural person.

"Plans and Specifications" means the plans, specifications, and/or design documents, including drawings, shop drawings, schematics, instruments of service, and drafts.

"Project" means the improvements made to the Property.

"Property" means the real property and improvements located at 456 Gardenia St, Belleair, FL 33756

"Waiver and Release of Lien upon Progress Payment" means the Waiver and Release of Lien upon Progress Payment in the form contained in Fla. Stat. 713.20(4).

"Waiver and Release of Lien upon Final Payment" means the Waiver and Release of Lien upon Final Payment in the form contained in Fla. Stat. 713.20(5).

Article 2: Recurring Words

As used in this Agreement, (a) the word "or" is not exclusive, (b) the words "consent" and "approval" are synonymous, (c) the word "including" is always without limitation, (d) all monetary amounts are denominated in United States dollars, (e) neuter words should be construed to include correlative feminine and masculine words, (f) words in the singular number include words in the plural number and vice versa.

Article 3: Contract Documents

The contract documents consist of this Agreement, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by Customer. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

Article 4: Work Description

The scope of work (hereafter, the "Work") is contained and limited to the work contained on **Exhibit "A" – Scope of Work**. All work shall be performed by Contractor in a workman like manner and shall meet or exceed all state and local building codes. Contractor shall obtain all permits necessary for the work to be completed, and ensure that all permits are closed and finaled in a reasonable time. Contractor shall remove all construction debris and leave the project in a broom clean condition.

Article 5: Time of Completion

The exact completion date is unknown; however, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The Estimated completion date is 1/25/25. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials, labor or the transportation of materials, delays caused by Acts of God, pandemics, epidemics, COVID-19 or similar viruses/illnesses or delays caused by Customer or any person other than Contractor. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.

Article 6: Customership/Authority

Customer represents and warrants that it has the authority to enter into this Agreement. Contractor is relying on Customer's representations contained within this section of the Agreement.

Article 7: The Contract Price

Except for Final Payment, which is described later in this Contract, Customer shall pay Contractor the amount listed in ~~pursuant to the terms contained in~~ **Exhibit "B" – Construction Draw Schedule** (the "Contract Price"). The following are conditions precedent to any progress payment becoming due under this Contract: (1) Contractor shall provide Customer with a Waiver and Release of Lien upon Progress Payment from any Lienor, whether the Lienor has provided a Notice to Owner or not; and (2) Contractor shall also exchange with Customer at the time of each progress payment a Waiver and Release of Lien upon Progress Payment that Contractor signs. No portion of the progress payment application is due unless and until the conditions precedent are satisfied.

Customer shall have five (5) days to inspect any work that Contractor performed, or review any invoices or materials for the work contained in a progress payment application, before making payment to Contractor. If Customer disputes any portion of the labor, services, or materials for which Contractor has requested payment, or then Customer will pay any undisputed amount but is entitled to withhold payment for those items pending compliance with the Dispute Resolution Procedures.

Contractor agrees that Customer is entitled to directly pay any Lienors pursuant to Fla. Stat. 713.06(3)(d), or as otherwise provided for in this Contract or by law.

If any portion of the contract price is to be paid by or through a construction loan agreement procured by Customer, upon request of Customer, the Contractor shall use its best efforts to assist Customer in obtaining construction and permanent mortgage financing from a non-signatory lending institution equal to the

amount to the cost of construction. Any monetary difference between actual mortgage financing and the total contract price indicated on **Exhibit B** shall be paid by Customer to Contractor upon execution of the mortgage instruments, and Customer agrees to execute such Instruments and documents, specifically including such mortgages and promissory notes as may be required by the mortgagee.

If Customer's lender requires Contractor to execute or to be bound by a construction loan agreement or other agreement which contains terms or conditions which Contractor in its sole discretion deems unacceptable, then Contractor may either (a) return any deposit to Customer, following which this Agreement shall be terminated and each party relieved from any further obligation to the other; or (b) refuse to sign or be bound by such construction loan agreement or other agreement following which Contractor may suspend its further performance under this Agreement until such time as Customer furnishes written adequate assurances of its ability to pay the balance of the Contract Price. In the event Customer fails to furnish such written adequate assurance within thirty (30) days of Contractor's written demand, then Customer shall be deemed in default and Contractor may then invoke the default provisions of this Agreement.

Customer agrees to direct any lending institution financing the construction of the Project to pay to Contractor such sums as may be due as construction progresses in accordance with the practice of the lender. Customer further agrees to, in its sole discretion, execute periodic draw requests as supplied by the Contractor acknowledging said completions and accepting said improvements for submission to the lending institute. This executed document will be the only allowable Customer authorized document the Contractor will permit to request sums due from the lending institute.

For all portions of the contract price payable by Customer to Contractor, Customer shall pay or cause to be paid the undisputed amount of any payment request to Contractor within **fifteen (15) days** of receipt of a payment request from Contractor. Beginning on the 31st day after Customer's receipt of a payment request, payments not timely made shall accrue interest on a daily basis at the rate of **1.5% per month**, not to exceed the maximum amount of interest allowed by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to adhere to the payment schedule. By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory.

Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement (the "Unknown Conditions"), then Contractor will provide written notice to Customer within 5 business days of discovery of the Unknown Conditions. If Contractor provides timely notice, then Contractor will have fourteen (14) days to prepare a change order pursuant to Article 8 below with the additional work and costs for the additional work itemized for Customer's review. Customer is not required to agree to the change order, and can choose to terminate the Contract for convenience per Article 21(c) of the Agreement if Customer so chooses. If Customer agrees to move forward after discovery of the Unknown Condition, then the Agreement price shall be equitably adjusted upon agreement between Contractor and Customer.

Article 8: Change Orders and Finish Selection Schedules

A change order is any change to the original, permit set, plans and specifications. No change to the work is effective, and no change order is valid, until all Parties sign it. Contractor agrees not to perform any work that requires a change order before Customer signs a change order. All change orders, except those contained in Article 21 titled "Materials", to shall be billed to Customer at the direct cost to the Contractor

plus twenty percent (20%). Additional time needed to complete change orders shall increase the time needed for Project completion

Customer shall submit completed Finish Selection Schedules to Contractor in a timely fashion, but in no way beyond the dates identified in **Exhibit "A."** Customer recognizes that any delays or changes in finish selection schedules may add time and cost to the Project.

Article 9: Final Completion

Contractor shall notify Customer when the Project reaches substantial completion. Customer shall be entitled to conduct a ~~single,~~ final walkthrough with Contractor and issue a punch-list for any repairs or corrections necessary to complete the Project in accordance with the Plans and Specifications. Contractor shall have no more than fourteen (14) days to complete the punch-list work. Any items identified within the punch-list that consist of ~~additional work or~~ work beyond the scope of the Plans and Specifications shall be treated as a change order.

When Contractor believes it has completed the punch-list items, Contractor shall notify the Customer and then conduct a walkthrough with the Customer to review the punch-list work. The process in the paragraph above will continue until ~~Upon~~ satisfactory completion of the punch-list items according to the Customer. ~~,~~

Contractor shall then notify Customer of final completion of the Project and Contractor shall submit to Customer its final payment application.

The following are conditions precedent to final payment becoming due under this Contract: (1) Contractor shall provide Customer with a Contractor's Final Payment Affidavit in the form provided in Fla. Stat. 713.06(3)(d) ; (2) Contractor shall provide Customer with a Waiver and Release of Lien upon Final Payment from any Lienor, whether the Lienor has provided a Notice to Owner or not; and (3) Contractor shall also exchange with Customer at the time of final payment a Waiver and Release of Lien upon Final Payment in the form provided in Fla. Stat. 713.20(5) that Contractor signs. No portion of final payment or any amounts contained in the final payment application are due unless and until the conditions precedent are satisfied. ~~Upon receipt of the final payment application,~~

Customer shall have twenty (20) days to:

- inspect any work that Contractor performed, or review any invoices or materials for the work contained in a progress payment application, before making payment to Contractor. If Customer disputes any portion of the labor, services, or materials for which Contractor has requested payment, then Customer will pay any undisputed amount but is entitled to withhold payment for those items pending compliance with the Dispute Resolution Procedures of this Contract.
- ~~Customer shall~~ pay or cause to be paid the undisputed amount of the final payment ~~request to~~application to Contractor, except for: (1) any disputed amounts; and (2) any amounts unpaid to Lienors. ~~-~~

~~Want a warranty on the labor – 1 year~~

~~within five (5) business days.~~ Payments not timely made shall accrue interest on a daily basis at the rate of eighteen percent (18%) per annum, not to exceed the maximum amount of interest allowed by law. ~~Upon receipt of final payment, Contractor shall furnish its waiver and final release of lien to Customer~~. Customer agrees that its receipt of the final payment application is sufficient notice that Contractor has determined that the Project has reached~~of~~ final completion. ~~of the Project.~~

Customer shall not occupy the Property until ~~final payment has been received by the Contractor and~~ a Certificate of Occupancy has been obtained, if required.

Article 10: Subcontractors and Lienors

Customer acknowledges that Contractor may employ subcontractors for completion of certain aspects of

the Project. As between Customer and Contractor, Contractor acknowledges and agrees that this Agreement controls over such subcontract. ~~Contractor expressly agrees that Customer has the right to control and manage any and all subcontractors on the Project if, in its sole discretion, such control and management is necessary to achieve the completion of the Project.~~ Contractor is required to ensure that all Subcontractors ~~shall~~ expressly agree in the subcontract agreement between Contractor and subcontractor to defend, indemnify, and hold Customer, its officers, directors, agents, and employees (individually the "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Customer, arising out of, relating to, or resulting from any negligence, personal injury, wrongful death or property damages which is caused or occasioned by the acts of Subcontractor; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same.

If any lien is recorded against the Property, then within ten (10) business days of the lien being recorded, Contractor shall: (1) tranfer the lien to a bond pursuant to Fla. Stat. 713.24, or (2) ensure that the lien is satisfied and ensure that the Lienor records a Satisfaction and Release of Recorded Lien that complies with Fla. Stat. 713.21 in the public records where the Lien was recorded. If Contractor fails to comply with this paragraph, then: (1) Contractor is in breach of this Contract; and (2) Customer is authorized to take any action it deems necessary in its sole discretion to remove the lien from the public records, whether paying the lienor in full or by other means; and (3) Contractor agrees to defend and hold Customer harmless for all damages and liability, of any kind or nature, caused by the lien.

Article 11: ~~Construction~~ Variation

(a) ~~Unless stated otherwise herein, the design of the Project is dictated by Contractor, but Customer has the right to approve the design. Customer or Customer's Representative. Contractor is not responsible or liable for the design of the Project.~~

(b) Customer acknowledges that in the course of construction, certain changes, deviations or omissions in the design of the Project may occur or may result because of the particular conditions of the job, lender requirements, and/or governmental authorities having jurisdiction over the Project. In the event that Federal, state, local, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work provided for in this Agreement, then the Parties agree that these items will be deemed "Unknown Conditions" pursuant to this Contract and the Parties will comply with the Unknown Conditions section of this Contract contained in Article 7. ~~Customer shall pay for all extra costs incurred by Contractor as a result of the required additional work in addition to the Agreement price.~~

(c) In the event that materials to be used in the construction of the Project become unavailable, Contractor reserves the right to substitute substantially equivalent materials for the unavailable materials.

(d) Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify Customer immediately and allow Customer/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as ~~a~~result~~ing~~ from ~~-~~"Unknown Conditions" pursuant to this Contract and the Parties will comply with the Unknown Conditions section of this Contract contained in Article 7.~~Change Order resulting in additional costs and time considerations.~~

(e) ~~Based upon the foregoing, Customer hereby authorizes the Contractor to undertake, without the need for specific authorization, any changes, deviations or omissions required by the particular conditions of the job, lender's requirements, or governmental authorities, and to make changes and substitutions of materials of equal or greater quality than those specified on the Plans and Specifications. Customer agrees to pay for all changes, extras, deviations or omissions required for the Project. Customer further certifies that it has not relied upon the accuracy of the representations of the Contractor with respect to the Plans and Specifications.~~

Article 12: Insurance

Contractor shall maintain comprehensive general and automobile liability insurance coverage and workers' compensation insurance coverage with properly licensed insurance companies with coverage amounts, in Contractor's reasonable estimation, adequate to cover the risk exposure of the Project contemplated by this Agreement. Contractor shall name Customer as an additional insured on the policies listed in this paragraph. Customer may secure additional insurance to protect itself from liability from claims which may arise during the performance of this Agreement, and Contractor encourages Customer to do so if Customer is uncomfortable with Customer's or Contractor's existing coverages.

Customer shall obtain, prior to performing any work under this Agreement, and shall maintain until the substantial completion of construction and final payment of the contract price, property insurance commonly referred to as "Builder's Risk" insurance, in the amount of the full insurable value of the work performed at any point during construction, insuring on an all-risk policy form against the perils of fire and extended coverage and physical loss or damage, including coverage for theft, vandalism, and malicious mischief. This insurance shall name Customer as the insured and shall include Contractor and, if applicable, Customer's lender as "additional insureds."

Customer is responsible for all security and protection of the Project and will be liable for all physical loss or damage, including loss or damage caused by theft, vandalism, and malicious mischief unless such damage is caused by the negligence or intentional misconduct of the Contractor.

~~Customer and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance.~~

Article 13: Contractor's Default

Customer shall give Contractor ~~at least~~ seven (7) days written notice and the opportunity to cure~~, or such additional time as is reasonably necessary to cure th~~e any alleged breach, before declaring Contractor in default of this Agreement. If Contractor does not cure within that time period, then Customer has the right, but not the obligation, to cancel the Contract because of Contractor's breach. Customer will not have any

further payment obligations to Contractor while Contractor is in breach of Contract, or if the Contract is terminated because of Contractor's breach. ~~It is Customer's responsibility to notify Contractor in writing within seven (7) days (unless otherwise provided for in the Agreement) of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of Customer to provide written notice of the Occurrence will result in Customer~~

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~~waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.~~

Article 14: Customer's Default or Early Cessation of Work

Customer shall be in default of this Agreement upon any of the following occurrences: (a) Customer fails to provide access to the job site or materially interferes with construction; (b) Customer fails to make timely payment under the terms of this Agreement; or (c) Customer otherwise violates a material provision of this Agreement.

Upon a default by Customer, after providing seven (7) days written notice and opportunity to cure to Customer (such opportunity to cure required only where the default is of an ongoing nature capable of being cured), Contractor may terminate the Agreement and/or pursue all applicable legal or equitable remedies.

If Customer fails to timely pay Contractor according to the terms of this Contract, Contractor may immediately stop all work on the Project until Contractor receives payment from Customer and/or terminate the Agreement.

If Customer terminates Contractor prior to commencement of the Project, Customer agrees that Contractor is harmed to the extent that Contractor has provided pre-construction services to Customer. Customer further agrees that exact damages caused are not reasonably ascertainable and therefore, Customer shall owe to Contractor ten percent (10%) of the value of this Agreement upon demand. Customer agrees that said amount is not a penalty.

~~**Article 15: Indemnification**~~

For good and valuable consideration, which Customer hereby acknowledges receipt, Customer shall defend, indemnify, and hold the Contractor, their officers, directors, agents, and employees (individually the "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from any negligence, personal injury, wrongful death or property damages which is caused or occasioned by the acts of Customer; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same. Customer's duty under this provision is limited to a total of ONE MILLION AND NO/100 ($1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties further agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer.

To the fullest extent permitted by law, in addition to the express duties to indemnify, defend, protect and hold harmless Contractor when there is any causal connection between Customer and any injury, loss, damage, death or property damage, Customer expressly undertakes a duty to defend Contractor as a separate duty, independent of and broader than the duties to indemnify, protect and hold harmless. The duty to defend agreed to by Customer herein expressly includes all costs of litigation, attorneys' fees, expert's and consultant's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of Contractor is maintained by Contractor or assumed by Customer as long as the claims made could be causally connected to Customer (Claims) as reasonably determined by Contractor. Customer's duty to defend Contractor is as follows:

(1) Contractor, in its sole discretion and at its sole option, may defend any or all of the Claims (at Customer's sole expense) or tender to Customer the defense of any or all of the Claims. Upon such tender by Contractor to Customer, Customer shall be bound and obligated to assume the defense of Contractor in the Claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of the Claims without reimbursement from Contractor.

(2) It is understood and agreed by Customer that if Contractor tenders the defense of a Claim to Customer and Customer fails or neglects to assume the defense thereof, Contractor may defend, compromise and/or settle any such suit or action, and Customer shall be bound and obligated to reimburse Contractor for the amount expended by it in settling or compromising any such claim, or in the amount expended by Contractor in paying any judgment rendered therein, together with all reasonable attorneys' fees and costs of litigation incurred by Contractor by reason of its defense, settlement or compromise of such Claims.

Article 16: Third Party Beneficiaries

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 17: Act of God

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, terrorism, riots, revolutions, pandemics, epidemics, medical emergencies that have resulted in a local, state or federal state of emergency, Coronavirus or similar viruses or illnesses requiring quarantine, fire, vandalism, federal, state or local law, regulation or order, strikes, 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. In the event of these occurrences, Contractor's time for performance under this proposal shall be equitably extended for a time sufficient to permit completion of the Work.

Article 18: Warranty and Integration Clause

At the completion of this Project, Contractor shall execute an instrument to Customer warranting the Project for one (1) year against defects in workmanship and transfer any applicable manufacturer's warranty. This Agreement contains all of the representations, warranties and promises of the Contractor. No agent or representative of the Contractor is authorized to make any representation or promise on behalf of the Contractor other than those contained herein. The Contractor disclaims and excludes all other warranties, express or implied, including but not limited to the warranties of good workmanship, habitability, merchantability and fitness for a particular purpose. ~~The Contractor also disclaims and excludes recovery by Customer of any incidental or consequential damages in any action relating to the Project.~~ JB KL

Article 19: Disclaimer

Customer acknowledges that Contractor may be repairing work that was previously damaged by mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the work performed by Contractor on the Project. Accordingly, Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("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. ~~Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies pertaining to Mold, including claims arising out or~~ KL JB

~~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. Customer is solely liable and responsible for all damages, whether actual or consequential, caused by mold and incurred by Customer, Contractor or third parties.~~

Article 20: Dispute Resolution

For any dispute, controversy or claim arising out of or related in any way to this Contract (a "Dispute"), the Parties will first meet within seven (7) days of one party providing notice to the other of such Dispute in an attempt to negotiate a resolution. If the parties are unable to agree on a resolution, then the Parties agree to select a mutually agreeable neutral third party to help them mediate it. The party asserting the Dispute shall send the other party a written notice demanding the in person meeting, and if that is not successful, a second notice demanding mediation. The Parties shall work cooperatively to schedule mediation to occur within forty-five (45) days of the mediation demand. The Parties agree that conducting mediation shall be a condition precedent to the bringing of any legal action arising out of or relating to this Contract, and if any legal action is filed before conducting mediation, then it will be immediately dismissed, not stayed, until mediation is conducted. Customer will pay 50% of the mediator's fees and costs, and the Contractor will pay the other 50%.

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Article ~~20~~21: Miscellaneous Provisions

(a) Time. Time is of the essence for all payment purposes of this Agreement unless expressly provided to the contrary.

(b) **WAIVER OF JURY TRIAL. EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.**

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(c) Limitation of Liability. ~~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.~~ 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 or guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. 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 Contractor and Customer in writing.

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(d) Assignment. This Agreement shall not be assignable by Contractor or Customer without the written consent of the other party~~Contractor~~. Any attempt at assignment may be deemed a default.

(e) Complete Agreement. The Contract Documents (including all exhibits, addenda and modifications thereto) constitute the sole and entire agreement between the parties. No modification, written or verbal, shall be binding upon either party unless agreed to in writing signed by both parties. Each provision of this Agreement and/or the Contract Documents are severable from every other provision, and if any provision is unenforceable, the remainder of the Agreement and/or Contract Documents will remain valid and enforceable. This Agreement and the Contract Documents shall inure to the benefit of the heirs, personal representatives, successors and assigns of Contractor and Customer respectively as permitted. Each provision of the Agreement and the Contract Documents shall be construed as if both parties mutually drafted it. In the event of a conflict between this Agreement and any other Contract Document, this Agreement controls, governs and takes precedence.

(f) Effective Date. The effective date of this Agreement ("Effective Date") will be the date when the last one of Customer and Contractor has executed this Agreement, provided that the Agreement

is fully executed and delivered by Customer and Contractor. This Agreement may be executed in counterparts, and the counterparts collectively shall constitute the Agreement. A facsimile copy of this Agreement and any signatures on this Agreement shall be considered for all purposes as originals, but any party executing by a facsimile agrees to deliver a copy containing original signatures following such facsimile transmission at the request of the other party.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Florida, and the venue of any action brought to enforce the provisions of this Agreement shall be Hillsborough County, Florida or the United States District Court for the Middle District of Florida, for a federal district court proceeding. Any action brought to enforce the provisions of this Agreement may~~, in Contractor's sole~~

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~~discretion,~~ be brought in the appropriate court in the venue previously identified, or through arbitration proceedings subject to the rules and regulations of the American Arbitration Association in Hillsborough County, Florida.

(i) Notices. Any notice required or permitted to be delivered under this Agreement shall be personally delivered, e-mailed or mailed by certified mail, return receipt requested, to the parties at the addresses set forth on the first page ~~in the introductory paragraph~~ of this Agreement and shall be effective when sent if by email, upon personal delivery, or two days after deposit of the notice with the United States Postal Service.

(j) Incorporation. This Agreement incorporates by reference **Exhibit "A" – Scope of Work, Exhibit "B" – Construction Draw Schedule, Exhibit "C" -Statutory Warnings** and all other documents identified in the definition of "Agreement." In the event of a conflict between the terms of the contract documents, the exhibits control, govern and take precedence. Customer acknowledges that it has received and reviewed all the documents referenced in the Agreement.

(k) Access. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure if required.

(l) ~~Site Conditions. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to Customer.~~

(m) ~~Restrictions and Requirements. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of Customer. It shall be the sole obligation of Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.~~

(n) Customer Protection of Property. ~~Due to the nature of the construction to be done at Customer's request, Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or personal property at the job location.~~ The cost for testing/abatement for asbestos is the sole responsibility of Customer. ~~Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify and defend Contractor from claims relating to fumes and odors that are emitted during the normal construction process.~~

(o)

(p) ~~Damage Limitation. In no event, whether based on the Agreement, 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 use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.~~

(q) Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

(r) 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. The construction industry is currently experiencing price and availability volatility with regard to the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products charged to the Contractor in excess of **five (5%)** percent subsequent to making this Agreement, then Contractor will submit such price increases to Customer via change order for Customer's consideration. ~~the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor.~~ Contractor will submit written documentation of the increased charges to the Owner upon request. As an additional remedy, if the actual cost of any material line item increases **more than ten (10%) percent** subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the Agreement for convenience.

(s) Substitutions and Material Shortage. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the Contractor is delayed by the unavailability, and in the case of permanent unavailability, the Contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by Contractor under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall submitted by Contractor to Customer via change order for Customer's consideration.~~be paid by the Owner to the Contractor.~~ Due to material shortages, Owner may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Contractor shall notify Owner, and Owner agrees to provide Contractor with an extension of time for any delay attributable to the temporary inability to obtain materials.

(t) Attorney's Fees. The prevailing party in any dispute arising out of or related to this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate, and bankruptcy proceedings.

(u) Authority. The person signing on behalf of Customer acknowledges that it has received the board and unit owner's approval to the extent applicable; complied with all rules, regulations and laws governing this Agreement; and that the person signing this Agreement has the requisite authority to bind Customer.

(v) Headings. Any titles or headings are provided for convenience purposes only.

(w) Intellectual Property. Everything created, developed or produced by or through Contractor during its performance of the Project, including, without limitation, all drawings (pre-construction or otherwise), plans, specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are owned by the Contractor and are the sole property of the Contractor until such time as Customer issues final payment for the Project. The Contractor owns all of the rights, titles and interests, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). Any such

Data in the possession of Customer or in the possession of any agent, representative or contractor of

Customer shall immediately be returned to Contractor upon demand unless and until full and final payment has been issued by Customer under the terms of the Agreement. In the event of Customer or its agents, representatives or contractor's improper use of Contractor's Data or Intellectual Property Rights, Contractor shall be entitled to pursue all of its legal and equitable rights including, without limitation, both temporary and permanent injunctive relief against Customer or any other person using Contractor's Data or Intellectual Property Rights. Contractor shall be entitled to its attorney's fees, costs, and expenses to enforce the terms of this provision. However, if Contractor breaches the contract and the Contract is terminated because of Contractor's breach, then the Intellectual Property described in this paragraph immediately passes to Customer.

(x) ~~Contractor shall be able to terminate this Contract for its Convenience.~~ Contractor or Customer may terminate for convenience the performance of all or part of the work called for in this Contract at any time, and for any reason. The terminating party will deliver to the other party a written notice that specifies the extent to which the work is terminated for convenience, and the date upon which the termination for convenience becomes effective. Upon termination for convenience: (a) there will be an equitable reduction of the Contract Price to reflect the reduction in Work; and (b) Contractor will return to Customer all amounts paid for unperformed Work. Neither of the Parties is entitled to any damages of any kind because of a termination for convenience. In addition, an attempted termination for cause by either of the Parties that is determined to be unjustified shall be considered a termination for convenience pursuant to this paragraph.

(y) Customer shall allow Contractor to post its sign and advertise at the Project location during construction.

(z) Customer shall allow Contractor to take photos of the Project for use in marketing and promotional materials.

(aa) **Interstate Land Sales Act. To the extent applicable, it is the express intent of the parties that the parties' rights and obligations under this Agreement be construed as necessary to exempt this Agreement and sale from registration under the Interstate Land sales Full Disclosure Act 15 U.S.C. Section 1702, and, as to any obligations and rights of Customer or Contractor nothing contained in the Agreement shall be construed or operate in a manner which would render this exemption inapplicable.**

(bb) **Swimming Pool Safety Act. To the extent applicable, and pursuant to Chapter 515, Florida Statutes: Customer acknowledges receipt of a complete copy of Chapter 515, Florida Statutes, known as the Preston de Ibern/McKenzie Merriam Residential Swimming Pool Safety Act, and a copy of the publication produced by the Florida Department of Health that provides information in drowning prevention and the responsibilities of pool ownership.**

The undersigned have read and understand and agree to each of the provisions of this Agreement.

FLORIDA TEEL SPECIALITY BUILDERS

James Barr

Print Name: James Barr

As Its: President

Date: 3/18/24

CUSTOMER

Print Name: Joseph E. Holt Jr

As Its: 3/26/24

EXHIBIT A – SCOPE OF WORK

Items	Description	Price
Kitchen Alteration	Full replumb and rewire of kitchen; remove bearing wall between existing kitchen and utility space with engineering, float back entryway to match kitchen floor elevation and infill exterior door. Install 5 recessed lights, 2 pendants, and 2 sconces with dimmer. Procure and install below with given procurement allocation: -Cabinets: $8000 -Appliances: $7000 -Backsplash Tile staggered pattern: $1500 -Countertops: $8000 -Tile Floors staggered pattern $4500 -2 pendants: $800 -Faucet and Disposal: $600	$63,618.00
Master Bathroom	Convert existing sunroom into master bathroom, infill frame french door and windows on back of house. Includes full repipe and rewire. Install 3 shower heads in shower w/ separate valves, install double vanity w/ 3 ceiling mount mirrors, install freestanding tub with standalone tub filler. Mirrors to be lighted, install 4 recessed lights with dimmer, install 1 chandelier with dimmer, install 3 wall mount sconces with dimmer. Procure and install below with given procurement allocation: -Tile $8000 -Vanity w/ Countertop: $5000 -Shower Fixtures w/ Valves & Trim: $1500 Total -Faucets: $760 total -Tub with Fixture: $3250 -Mirrors: $1000 total -Toilet: $300 -Specialties: $400 -Lighting: $1950	$61,164.00
Two Half Bathrooms	Install one half bathroom in exiting kitchen location and convert existing clubroom full bathroom into half bathroom. Full rewire and replumb included. Install 1 recessed light and sconce with dimmer. Procure and install for each bathroom below with given procurement allocation: -Vanity: $900 -Faucet: $200 -Toilet: $250 -Mirror: $300 -Specialties: $150 -Tile: $350 -Lighting: $250	$15,396.00
Two Bathroom Renovations	Full renovation of two existing upstairs bathrooms with no alteration. Full removal of all plaster walls and fixtures. Install 2 sconces and 2 recessed lights with dimmer. Procure and install below for each with given procurement allocation: -Vanity: $1000 -Tile: $1200 -Faucet: $150 -Toilet: $250 -Mirror: $300 -Specialties: $200 -Lighting: 500 -Tub: $450 Shower Fixture: $300	$37,032.00
Living/Entry/Dining	Full rewire of all three rooms. Install 1O"x1O" tile with hardibacker in entry way. Install coat closet at existing half bathroom. Install tile in dining room. Infill frame arched openings in dining room. Install 6 recessed lights with dimmer in living room, install 1 client supplied chandelier and 6 scones with dimmer dining room, install 1 chandelier and 5 wall mount sconces with dimmer in entry room. Allocations as follows: -Tile: $6000 -Lighting: $3150	$23,880.00

EXHIBIT A – SCOPE OF WORK

Items	Description	Price
Master Bedroom and Closet	Full rewire. Infill frame one french door leading into new master bathroom and french door leading to exterior from closet. Reframe and install french door leading into master bedroom from entryway. Infill frame arches in new master closet. Install fan and 4 recessed lights with dimmer in master bedroom. Install chandelier, 2 recessed lights with dimmer, and 5 LED light strips around 5 closet builtins in master closet. Install carpet in master closet. Procurement allocations as follows: -French door: $1200 -Lighting: 930 -Carpet: $2.5/SF -Builtins: $6500	$20,202.00
Upstairs Bedroom s Five	Full Rewire. Install wire rack in closets and ceiling fan (allocation of $130).	$10,080.00
Club Room and Stair	Full rewire. Remove non-bearing closet walls at stairwell. Install 3 recessed lights. Install wood flooring in club stair and new handrail ($1150 allocation). Extend entryway landing in clubroom to allow for the future installation of a door to the rooftop area.	$11,726.40
Front Office and Staircase	Full Rewire. Install 3 recessed lights with dimmer front office. Install 3 recessed lights with dimmer on 3 way switch staircase.	$2,550.00
Wood Floors Patch and Refinish	Remove and replace 500SF of existing flooring. Refinish 2480SF of wood flooring with treads and landing on main staircase and club staircase. Stair risers to be painted.	$33,000.00
Entertainment Room and Laundry	Full rewire and replumb. Frame laundry and utility room in existing bathroom location. Remove wood shelving and trim, install drywall walls and ceilings and paint. Floors to be left as existing concrete. Install 6 recessed lights with dimmer.	$10,596.00
Drywall and Wallpaper Removal	Hang and finish all ceilings level 3 smooth finish 1st and 2nd floor. All drywall to be finished to level 3 smooth finish. Remove all wallpaper 1st and 2nd floor. Skim level 3 finish after wallpaper is removed. Patch damaged plaster walls to level 3 finish. Install and finish drywall on kitchen walls, all bathroom walls, new laundry room, and infill framing at master closet	$56,964.00
Paint	Interior: -Scrape peeling paint and prep for new paint walls -Sand smooth, puddy, and paint interior doors -Paint, puddy, and caulk all existing casing and crown moulding -Paint, puddy, and caulk all newly installed baseboard -Refinish existing stairway handrail -Prime and paint all interior ceilings and walls -Sand smooth, puddy/caulk, and paint windows Exterior: -Scrape/sand/prep all peeling paint -Stucco patch where needed -Prime and paint exterior trim and walls -Paint front porch and entry sidewalk	$36,000.00
Demolition	Demo Entertainment Room walls/shelves and ceiling (DRYWALL ONLY, NO STUDS) Demo Attic fan Remove all ceilings w/ nails/screws 1st and 2nd floor and light fixtures (Do not demo living room chandelier) Remove all the carpet 1st and 2nd floor w/ tack strips Remove all baseboards 1st and 2nd floor Demo entertainment room floors Demo existing bathroom and non-structural framing in entertainment room Demo Dining room floors Demo Master Closet Floors Demo Master Bathroom Floors Remove all tile in existing kitchen Remove existing kitchen cabinets/shelves, countertops, backsplash, and appliances Remove existing furnace in kitchen Demo all bathrooms	$39,696.00
GCs	Permitting fees, dumpster and toilet fees	$15,420.00
Interior Trim	Install new baseboard throughout house ($2.25/LF allocation)	$8,400.00

EXHIBIT A – SCOPE OF WORK

Items	Description	Price
Exterior	-Infill frame and patch window AC units -Repair existing damaged windows $8000 allocation -Repair Fascia and Soffit: $2340 allocation -Retrim exterior doors	$17,028.00
Misc Electric	Service change demo existing meter can and panel install new 250 amp panel, 100 amp sub panel, meter can, riser wire, grounding system. Install and wire 2 dedicated circuits and disconnects for air handler, 2 dedicated circuits and disconnects for condensers. Install and wire 5 outside lights 5 switches, 5 weather proof GFCI to be determined on site. Demo existing wiring not being used	$12,420.00
Misc Plumbing	Install new water heater. Exterior repiping connection to existing house feed.	$3,466.80
Mechanical	Install new mid grade package unit first floor and split system second floor. Full reduct throughout house. Install exhaust fans all bathrooms and kitchen range hood. Install dryer exhaust in laundry.	$47,760.00
Flat Roof	Replace flat roof with modified bitmous roof over entertainment room and master bathroom.	$13,920.00
Misc	Install marble surround and hearth living room (2500 allocation), repaint hearth and surround master bedroom and bathroom. Rehang existing doors and replace hardware.	$10,440.00
Interior Design Fees	Florida Teel Specialty Builders will contract directly with Teel Cabana for interior design services. These services are strictly limited to interior design and exclude any architectural, structural, or engineering services. The scope of design is: Interior Design for 1 Kitchen. This includes the selection and layout of countertops, cabinets, lighting, appliances (as needed), cabinet hardware, backsplash, flooring, faucets, doors (if needed), and paint color. Up to 2 design concepts and drawings/layouts. Includes one 3d rendering of the space. Interior Designs for 5 Bathrooms. This includes the selection and layout of lighting, vanity, flooring, tiles, shower fixtures (if needed), countertops, miscellaneous bathroom hardware, mirrors, tub (if needed), toilets, faucets, doors (if needed), grout colors, and paint color or wallpaper. Up to 2 design concepts and drawings/layouts. Includes one 3d rendering of each space. Interior Designs for Primary Bedroom Closet. This includes the selection and layout of lighting, shelving, built-ins, flooring, cabinet hardware, doors (if needed), and paint color or wallpaper. Up to 2 design concepts and drawings/layouts. Interior Designs for the remainder of the interior space. This includes the bedrooms, living room, dining room, entertainment room, club room, office, entryway, remaining closets, and laundry room. This includes the selection of the overall flooring, doors (as needed), miscellaneous lighting, paint color or wallpaper throughout, closet shelving (as needed), built-ins (as needed), interior doors/trim (as needed), additional appliances (as needed). Up to 2 design concepts.	$15,000.00
Contingency	Allocation for structural repairs and unforeseen conditions. Allocation to be billed as cost plus with 20% markup.	$25,000.00

Draw 1: $147,689.80 upon signing of contact
Draw 2: $147,689.80 upon start of Mechanical, Plumbing, or Electrical roughin
Draw 3: $147,689.80 upon substantial completion of kitchen cabinet install and bathroom tile install
Draw 4: $147,689.80 upon substantial final completion

EXHIBIT C – 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, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

CUSTOMER(S) SIGNATURE: _____ **DATE:** 3/26/24