



Florida Certified Roofing Contractor CCC1331194;
Licensed, Bonded and Insured; (407) 462-5414

WORK AGREEMENT

Customer Name: _____ Jimmy Johnston _____

Primary Telephone: _____

Property Address: 417 Windsor Estates Dr. _____

Secondary Telephone: _____

City: _____ Davenport _____ State: _____ FL _____ Zip Code: _____ 33837 _____ Email Address: _____ JJPesto@outlook.com _____

This Work Agreement (the "Agreement") is entered into as of the date of the last signature affixed hereto by and between **Heart of Florida Roofing L.L.C.** ("Company") and the named customer ("Customer") (collectively, "parties"). The Contract Documents consist of this Agreement, including the Terms and Conditions on the reverse side, all documents referenced therein, COVID-19 Waiver, the Statutory Warnings, and the Limited Workmanship Warranty (if any), all of which are incorporated herein by reference. Customer agrees that his/her signature to any one of the Contract Documents constitutes his/her receipt and acceptance of **all** the Contract Documents. The parties agree that there is adequate consideration for this Agreement, the receipt and sufficiency of which is hereby acknowledged. This Agreement excludes the replacement of wood decking and other wood. Customer represents that he/she is the owner of the subject property or is otherwise a valid agent or representative of the property owner. The parties further agree as follows:

SCOPE OF WORK: Company proposes to furnish labor, services, and materials for the completion of the following work ("Work"):

Includes:

- Tear off and removal of existing shingles, underlayment
- Remove and dispose of existing gutters? (Yes) _____ (No) _____ (NA) _____
- Entire roof deck inspected and re-nailed to present code; using ring shank nails
- Installation of premium synthetic underlayment; 19" overlap per code
- Installation of starter shingle
- Installation of 30 Yr Architectural shingle -- **Please Note Color Here** _____
 - Standard product limited lifetime warranty;
 - 110/130mph wind rating
 - 10 Yr algae resistance warranty
- New ridge/off-ridge venting to replace existing
- New goose necks to replace existing
- New pipe boots to replace existing
- New metal fascia flashing drip edge -- **Please Note Color Here** _____
- Weather-proof valley area(s); replace valley metal if required (i.e. rusted) with ice and water secondary water barrier
- Building permit and inspections
- Dumpster, cleanup, removal and disposal of all associated debris
- Owner is provided a 7-year workmanship warranty

Exclusions and Customer responsibilities:

- Payment of applicable policy deductible, non-claim covered depreciation or code compliance items or requested/approved upgrade items (e.g. water proofing with SWB)
- Area around building free of personal property
- Area for dumpster and materials while re-roofing (*note preferred location here* _____)
- **Woodwork – 1x repaired at \$7.50 per linear foot; 2x repaired at \$9.50 per linear foot; Decking replacement additional sheets \$80 each**

- Remove, re-install and/or replacement of satellite dish (if necessary)

Company's Work shall only be modified in accordance with the Contract Documents, and any change/deviation from the Work identified herein that results in additional cost to Company will be charged to the Customer as a cost that is separate from and in addition to the Base Price. The Work excludes driveway repairs or replacement. Customer shall be responsible for any and all additional costs incurred that result from additional work required, upgrades requested by or on behalf of Customer, and for additional costs incurred due to latent conditions such as rotten wood and other concealed or unknown conditions that may be required to be repaired or replaced to meet certain manufacturer's specifications and/or applicable code.

Base Contract Price: \$ 17,392.75 00/100 (\$)
("Base Price"). The Base Price for the Work is subject to change in accordance with the Contract Documents.

Prior to commencement of the Work, Customer shall furnish to Company reasonable evidence that Customer has made financial arrangements to fulfill Customer's payment obligations under this Agreement. Upon Company's written notice, Company may at its sole discretion void this Agreement without any liability whatsoever as a result thereof if Customer fails to provide documentation that in Company's sole discretion reflects Customer's ability to pay Company in full for the Work.

PAYMENT: If the Work is to be paid for by Customer's insurance, Customer shall pay or cause to be paid to Company the full replacement cost value of the approved claim (including Customer's deductible amount), as well as any additional or supplemental amounts approved and/or issued by Customer's insurer for Work completed or to be completed by Company. Customer agrees to pay Company for any additional work requested by Customer not covered by insurance, and for any additional work not covered under applicable policies, ordinances, and/or law covenants, and/or additional work provided that is not covered by Customer's insurance (including, but not limited to, upgrades, rotten decking and woodwork charges, depreciation, etc.). Customer shall ensure that all checks issued by a third-party for Work performed or to be performed by Company are issued as "joint checks" naming Company as a co-payee and shall instruct the applicable third party accordingly. Customer shall be solely responsible for paying any insurance deductible amount to Contractor prior to commencement of the Work. **Customer's deductible is non-negotiable.** The outstanding balance owed to Company for the Work performed under this Agreement is due upon substantial completion. Customer may pay with cash, check, and online payments (a 3% convenience fee will be applied to all online payments).

DISCLAIMERS: Customer understands, acknowledges, and agrees that Company may discuss or explain the bid for construction or repair of covered property with Customer or Customer's insurer if Company is doing so for the usual and customary fees applicable to the work to be performed as reflected in the agreement between Company and Customer. However, Company **WILL NOT AND CANNOT** act as a public adjuster for Customer, nor otherwise solicit, negotiate, adjust, or effect a settlement on Customer's behalf. **Furthermore, Pursuant to Fla. Stat. § 489.147(2)(b), 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.**

VENUE/WAIVER OF JURY TRIAL: This Agreement shall be governed by the laws of the state of Florida. Venue for any proceeding arising out of this Agreement shall be in **Orange County, Florida**, unless the parties agree otherwise in writing (if left blank, then venue lies in the county where the project is located). The losing party in any legal or equitable action arising out of or relating to this Agreement including mediation, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action. Company shall be entitled to recover all attorneys' fees and costs, including administrative costs, incurred to collect sums owed and due pursuant to this Agreement. **CUSTOMER WAIVES THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY LITIGATION RELATED TO THIS AGREEMENT.**

MISCELLANEOUS: If a provision of this Agreement (or the application of it) is held to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of any other provision of this Agreement.

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 Company in person, by telegram, 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, Company may not keep all or part of any cash down payment.

[Signature Page Follows]

I HAVE READ AND UNDERSTAND THIS DOCUMENT, THE TERMS AND CONDITIONS, AND ALL APPLICABLE CONTRACT DOCUMENTS AND AGREE TO BE BOUND BY THEIR TERMS AS EVIDENCED BY MY SIGNATURE BELOW.

CUSTOMER:

[Print Name] _____ [Sign Name] _____ Date _____

COMPANY:

[Print Name] _____ [Sign Name] _____ Date _____

HeartofFloridaRoofing.com

Heart of Florida Roofing (407) 462-5414



Please let us know if you have any questions, concerns or requests.