

REMODELING AGREEMENT

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

This REMODELING AGREEMENT ("Agreement") is entered into by and between Luxury Home & Glass Solutions, LLC, a Florida limited liability company licensed by the State of Florida under General Contractor License No. CGC1531881 ("Contractor"), with an address of 2598 E Sunrise Blvd #2104, Fort Lauderdale, FL 33304 and the Customer set forth below, ("Owner" or "Client"), whose address is set forth above ("Subject Property"). The Owner and Contractor (from time to time each referred to individually as a "Party" and together as the "Parties") agree to be bound as follows:

1. The Remodeling Project and Extent of Agreement.

A. Contractor agrees to furnish all labor, materials and services necessary for the construction of certain improvements to the Subject Property as identified in the Scope of Work attached hereto as Exhibit A, and subject to the terms of this Agreement ("Project").

B. The Contractor shall be responsible to the Owner to perform the services required pertaining to the Project. Contractor agrees to furnish or cause to be furnished through suppliers and subcontractors, general construction management, supervision, labor and materials necessary to complete the Project.

C. This Agreement shall be deemed to incorporate by reference all Exhibits and Schedules and attachments, all of which, with this Agreement shall constitute the Contract Documents. The Contractor shall execute the work described in the Contract Documents, including providing all materials, supervision, labor, tools and equipment

necessary to complete the scope of work in accordance with the Contract Documents, and to perform all other work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, including such work as required by all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the current edition of the Florida Building Code and any local amendments. All such work described above shall be referred to throughout this Agreement as the "Work". The Owner(s) shall bear the cost of all required building permits beyond the first \$300, and for any heavy machinery that is necessary to perform installation at the Project, the cost of which has not been included in the estimate or price of this Agreement. The Owner shall furnish adequate utilities necessary for the performance of this Agreement and shall be responsible for all utility charges that may be incurred.

Additional Exhibits:

Itemized Material List

Floor plan - Numbered list of openings listing locations of new window install.

2. Payment Terms and Method of Payment: In consideration of the performance of the Work related to the Project, Owner agrees to pay the Contractor an amount In cash equal to the amount listed in the Scope of Work (the "Total Project Price"). The Total Project Price will be due, owing and paid to the Contractor as follows:

A. A non-refundable initial deposit of 10% of the Total Project Price will be due upon execution of this Agreement.

B. An additional payment of 40% of the Total Project Price is due prior to the material order.

C. An additional payment of 40% of the Total Project Price will be due upon delivery to the Subject Property of the first of the materials for the Project as specified on the Material List.

D. A final payment of 10% of the Total Project Price will be due upon Substantial Completion. " Substantial Completion" is reached when all items specified on the Material List have been constructed or installed and the Work passes all final permitting authority inspections. "Punch List" items requiring adjustment, repair or cosmetic touch ups of any constructed or installed items shall not be cause for delay of final payment but rather shall be considered warranty Items. Within five (5) days of notification by Contractor that all work is substantially complete, Owner shall conduct a final Inspection of the Work and prepare a punch list, which, if covered under the agreement and agreeable to Contractor shall be signed and dated by both Parties. Contractor shall be responsible for completion of all reasonable Items on the approved punch list. Incomplete Punch List items are not a basis for the Owner to withhold any payments.

E. In the event that any amounts due to the Contractor remain unpaid for more than five (5) days, Owner will be deemed past due, and the overdue payment shall bear interest thereafter at the rate of 1.5% of the past due amount per month until full payment has been made. In addition to a 2500 collection added to the remaining balance.

F. At the request of the Owner, the Contractor may introduce the Owner to one or more third-party lenders which may provide financing for the Project. Any agreement entered into between the Owner and such third-party lender, and any negotiation related to such agreement, are solely between the Owner and such third-party lender. The Contractor has no interest in any such third-party lender relationship; any such introduction is simply an accommodation only. Neither this Agreement nor the Payment Schedule referenced above are contingent or dependent upon the Owner being approved for financing or actually receiving or utilizing any particular financing for this Work. ** Certain Projects may be eligible for financing through the PACE program, a financial option for energy-efficient products and conservation projects that are paid through a property tax assessment on the Subject Property. Financing is provided directly through one or more approved PACE lenders. Certain origination, lien recording and administrative fees due to the Pace lender may apply. As an accommodation to the Owner, Contractor may, but is not required to, elect in its sole and complete discretion to receive payment directly from the PACE lender following the installation of items on the material list. Due to the nature of the business, there may be missing or damaged items (such as windows, doors, screens, balance rods) at installation. Because every order is customized to the Subject Property, it can take a minimum of 8 to 12 weeks for the Contractor to receive the delivery of the replacement parts from the manufacturer. In the event of missing or damaged items at the installation, the Client agrees not to withhold authorization of payment through third party funding for missing or damaged items. Instead, upon the Owner's authorization to approve PACE funding payment to the Contractor, Contractor agrees to issue a check back to the Owner of 100% of the value of the missing or damaged items. Upon delivery and installation of the missing items, Client agrees to return the check in full to the Contractor. For more information concerning PACE financing please go to <https://www.floridapace.gov>.

3. BUYERS RIGHT TO CANCEL: "This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the 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, the seller may not keep all or part of any cash down payment."

4. Anticipated Commencement and Time of Completion. Any estimate provided to Owner for either commencement or completion of the Work is just a good-faith estimate based upon Contractor's experience, and is not binding upon Contractor. Contractor shall not be liable to Owner for any losses, costs, or damages resulting from or arising out of a delay or inability to perform this Agreement as described herein or caused by any event

beyond the reasonable control of the Contractor. Owner waives all punitive, special or consequential damages.

5. Owner Obligations.

A. Owner shall promptly, but in no circumstance more than 48 hours after request, furnish Information reasonably required as necessary for the orderly progress of the Project.

B. Owner shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. The Owner shall also provide utility services required by the Contractor at the Owner's cost. Owner agrees to keep driveways clear and available for the movement and parking of trucks during normal work hours. Contractor and workmen shall not be expected to keep gates closed for animals and children.

C. Owner agrees to remove or protect any personal property, inside and out, including shrubs and flowers, which cannot be protected adequately by Contractor, and Contractor shall not be held responsible for damage to or loss of any personal property.

D. Any plantation shutters, drapes, blinds, or window coverings shall be removed by the Owner prior to the commencement of the Work. If the Contractor has to remove blinds or other window coverings, a charge of \$50 dollars per window covering will be charged and added to the total balance. Contractor will not be responsible for replacement of any such window coverings or damage to any such plantation shutters, drapes, blinds, or window coverings.

E. Owner is responsible for having their alarm company disconnect and reconnect any alarm system components. Contractor will not be responsible for replacement of any such alarm system components or damage to any such alarm system components.

F. Any appointment canceled by the Owner within 48 hours of the appointment time shall incur a \$500.00 remobilization fee to the Owner.

G. Client must accept delivery and installation of all materials within 14 days of Contractor's confirmation that the materials are ready to be installed. Any materials not installed within the 14 day period will incur a storage fee of \$150.00 per day.

H. DO NOT REMOVE ANY STICKERS FROM WINDOWS UNTIL AFTER THE WORK PASSES FINAL INSPECTION. Owner shall not remove any window stickers prior to the Work passing Final Inspection. Should Owner remove the window stickers, there will be a Sticker Replacement Fee of \$150 per window plus a remobilization fee of \$500.00 should an inspection fail due to removed stickers.

6. Exclusions and Changes in Project.

A. Contractor shall not be obligated to perform any work to correct damage caused by termites or other insects, moisture, mold, dry rot, or decay that might be discovered during the Work. Contractor may in its sole discretion offer to repair such damage at an extra expense to the Owner. Any work to be performed to correct such damage shall be covered by a Change Order, the payment for which shall be due immediately upon execution of the Change Order. If any pretreatment for termites or other Insects is required, it will be at Owner's expense.

B. Any changes, alterations, or additions from Specifications which may be required by any governmental authority, utility, or inspector shall constitute a Change Order and shall be paid for by the Owner, the payment for which shall be due immediately upon execution of the Change Order.

C. In the event any concealed conditions, (meaning conditions beyond those stated specifically in this Agreement or Scope of Work or are conditions that were not readily observable by the Contractor prior to creation of the Scope of Work), be encountered in the performance of the Work, the Total Project Price and the anticipated Project completion date shall be equitably adjusted by a written, executed Change Order. Additional costs that increase the Total Purchase Price shall be paid at the time the Change Order is executed, prior to the commencement of the Change Order work. Changes made by Owner to the job site after measurements are taken such as but not limited to addition of tile or trim work may also create the need for a Change Order. Contractor shall have no responsibility to perform any changes to the Work or extra work without a written Change Order signed by the Owner. Owner shall pay Contractor all price increases from Change Order work prior to the work being performed.

D. The Contractor shall provide level 1 drywall and stucco finishes defined in the Scope of Work for level 3 and above, finishes shall constitute a change order, owner understands that due to the age and amount of paint of existing drywall and stucco, and, or availability of material used in original construction, regardless of level of finish, contractor cannot guarantee drywall and stucco to be perfect matches. Imperfect drywall and stucco finishes shall not be a cause for withholding of payment. The color, texture, and planes between existing and new materials may not match exactly, . Owner acknowledges that patching may be detectable.

E. Owner acknowledges that the Contractor shall have no liability for repairing, replacing or removing window mounted AC units, window sills, tiles, carpeting, or other flooring that may get damaged during the removal of old windows or doors, or the installation of new windows or doors in connection with the Project. We will, however as a courtesy, provide the labor to reinstall ONLY the damaged window sills, tiles, carpeting or other flooring at no cost to the Owner. The damaged window sills, tiles, carpeting or other flooring must be present at the time contractor is working on site, if material is not onsite while contractor is performing the Work, a mobilization fee of \$500 must be paid prior to Contractor returning to the jobsite for installation of damaged materials. No interior or exterior molding or painting that may be required incident to the project is provided by

the contractor. Repairing or replacing any of the aforementioned items shall be at the sole obligation and cost of the Owner unless explicitly contracted for in connection with the Project.

F. Contractor shall not be responsible or liable for cracks in stucco or drywall from Contractor's Work, where same does not threaten structural integrity. Removal of wood molding or casing around existing windows AND doors maybe required for the installation of new windows, contractor can provide the replacement which would constitute a change order, and would be quoted at the time of installation. Contractor shall not be responsible for damage to wallpaper or faux finishes.

G. Contractor shall not be liable for any damage caused to shutters or the home due to the removal of shutters.

H. The Owner acknowledges that the Work will create dust and debris and that Contractor is not responsible for a detailed cleaning of Owner's home from dust and debris caused by the Work.

I. Owner acknowledges that small blemishes to paint, frames, and glass may result from handling or installation of the products, and that minor blemishes, dents or scratches from installation or handling is acceptable and not a factory defect nor a basis for replacement of any product.

7. Contractor Obligations.

A. Contractor will be responsible for the removal and disposal of old windows and doors, and any trash removal related to the installation and removal of old windows and doors.

B. Product standards: All impact products sold by Contractor are manufactured in accordance with ASTM (American Section of the international Association of testing materials) Standards and the quality and acceptability of this glass will be determined by that standard exclusively. If a dispute should arise about the quality or acceptability of the impact glass, a determination will be made by an independent forensic engineer who must be a full member of the National Academy of Forensic Engineers, and the Owner and the Contractor must mutually agree on that individual. In that event, the Parties agree to be bound by the decision made by this independent forensic engineer. In the event that the independent forensic engineer determines that the product is unacceptable, the Contractor shall repair the product in a manner acceptable to the independent engineer at no additional cost to the Owner.

C. Contractor shall obtain all permits and permissions required by the municipality, city or county related to the project. \$300 in permit fees are included in the contract. Any amount over \$300 will be charged separately, and is Owner's responsibility. Owner is responsible for obtaining all approvals required by any condominium association or HOA.

D. Contractor is responsible for final measurements, prior to material order. The specifics of the items on the Material List attached to this Agreement, including, but not limited to the color of glass and frame, handle, locks, sill color, grid/muntin, door swing, active and inactive panel configuration, etc., are specific to this Project. These materials therefore have no value to the Contractor outside of this Project. Careful review of the selections are the responsibility of the Owner. Upon signing this Agreement, Owner agrees, understands, and accepts the material specifications on the Material List or otherwise attached to this Agreement. Any changes to the material required by any governmental authority, utility, or the inspector shall be paid by the owner. Upon signing, the Owner confirms that all selections have been reviewed with the Contractor's representative and accepted by Owner or Owner representative. If Owner decides to change standard door hardware, Owner assumes the risk that the selected door hardware will not be compatible with selected door type. Contractor does not install electric locks or any door hardware that would require Contractor to create a hole in the doors.

E. WARRANTIES BY CONTRACTOR. THE CONTRACTOR PROVIDES A ONE YEAR WARRANTY ON LABOR ONLY, CALCULATED FROM THE DATE THE WORK PASSES FINAL INSPECTION. THE CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS STATED HEREIN. ALL STATED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WARRANTIES ARE ONLY VALID IF OWNER PAYS ALL CHARGES IN FULL AND ON TIME UNDER THIS CONTRACT. IF CONTRACTOR IS REQUIRED TO PUT OWNER INTO COLLECTIONS, ALL WARRANTIES ARE NULL AND VOID.

F. Permits. Contractor will not perform any work that requires a permit without obtaining the required permits.

8. Insurance.

A. Contractor shall carry and maintain at its cost, during the performance of the Work, all insurances required by the State of Florida. Owner and Contractor waive all rights against each other, subcontractors, and their subcontractors for damages caused by perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by Owner and Contractor, as applicable.

B. Owner waives subrogation against Contractor, subcontractors, and their subcontractors on all property and consequential loss policies carried by Owner under property and consequential loss policies purchased for the Project after its completion.

9. Indemnification.

A. Owner waives any rights or claims Owner may have against Contractor for any personal injuries and/or property damages incurred by anyone other than Owner on the Subject Property during the Project and shall indemnify, defend, and hold Contractor harmless from any claims asserted for such alleged injuries and/or damage.

B. Owner shall hold Contractor harmless and shall defend and indemnify Contractor for any claims, actions, suits, awards, damages, or other liability, including, without limitation, attorney's fees, professional witness fees, court costs, and other charges, arising out of or related to (i) Owner's breach of any term, condition, or representation in this Agreement; or (ii) arising out of or related to any claims, actions, awards, liabilities, or damages for any injury to person or personal property arising out of Owner's use of the Subject Property, except to the extent attributable to the negligence or willful misconduct of Contractor. For purposes of any indemnification provisions in this Agreement, the term "Contractor" shall include its officers, directors, employees, agents, sureties, subcontractors, suppliers, and servants. This indemnification is intended to comply with Fla. Stat. §725.06. This indemnification is limited to \$3 million dollars. Contractor is providing Owner a \$100.00 credit on the contract price as consideration for this indemnity provision.

C. Contractor shall indemnify, defend and hold harmless Owner from and against any and all claims, including but not limited to claims for bodily injury or death, and any other demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, arising out of or in any way connected with intentional or grossly negligent acts of Contractor in connection with the performance or conduct of any services provided under this Agreement.

10. Termination.

A. After Owner's 3 day right to cancel, should this Agreement then be terminated by the Owner for any reason, Owner shall be responsible to Contractor for all charges for all work performed plus the cost of special ordered materials plus lost profit on the job at 35%, as well as interest at 18% per annum and all attorney fees incurred with said termination. PRODUCTS SOLD ARE CUSTOM MANUFACTURED TO FIT THE LOCATION AS MEASURED AND HAVE NO VALUE TO CONTRACTOR IF NOT INSTALLED AS ORDERED.

B. Contractor shall have the right to terminate this Agreement in the event of a material breach of this Agreement by Owner that remains uncured for five (5) days following written notice of such breach by Contractor. In the event of termination by the Contractor, the Owner shall be liable to the Contractor for all charges for all work performed plus the cost of special ordered materials plus lost profit on the job at 35%, as well as interest at 18% per annum, and all attorney fees incurred with said termination.

11. General Conditions. Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by email, or by recognized overnight courier service, and addressed to the other Party at the addresses set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this section). This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims,

are governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the Florida state courts in the County where the Subject Property is located or Broward County, Florida. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE JURISDICTION OF THE AFOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY FLORIDA LAW. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend this Agreement except by written instrument signed by the Parties. No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Neither Party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such Party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination. This Agreement may be executed in counterparts.

13. Arbitration. If the Total Purchase Price is \$50,000 or less, then the Parties agree that all claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof must exclusively be decided by arbitration, to be held in Broward County, Florida. Both Parties agree to be bound by the decision rendered in such proceedings. Such Arbitration shall be administered by the American Arbitration Association, pursuant to the Fast Track Procedures identified in the Construction Industry Rules and Mediation Procedures. The award rendered in arbitration shall be final, and judgment may be entered on it in accordance with applicable law, in any court having jurisdiction thereof.

B. In the event of any disputes arising out of or in connection with this Agreement, the prevailing Party therein shall be entitled to a collection fee of \$2,500 plus all collection costs including reasonable attorneys' fees. whether same were incurred prior to or during any judicial or arbitral proceedings, including, but not limited to, any trial or appellate proceedings, as well as prior to or during any of the alternative dispute resolution mechanisms. In arbitration, the arbitrator shall determine entitlement to and amount of any attorney's fees and costs.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENTS 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 (850) 921-6593, 1940 N. MONROE ST., TALLAHASSEE, FLORIDA 32399.

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

THE UNDERSIGNED AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT. BY SIGNING BELOW, THE OWNER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS, MATERIAL LIST AND EXHIBITS.