

SIGNATURE IMPACT WINDOWS & DOORS

343 MAJORCA AVE UNIT 410

CORAL GABLES, FL 33134

## FINANCE ADDENDUM

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This Finance Addendum (the "Addendum") hereby contemporaneously supplements, and is fully incorporated into, the SIWD Contract entered into by \_\_\_\_\_ ("Client") and Signature Impact Windows & Doors, LLC ("Contractor"), effective \_\_\_\_/\_\_\_\_/\_\_\_\_ (the "Contract"). This Addendum is supported by mutual consideration, the receipt and sufficiency of which is acknowledged by the parties.

- **Client's Obligations.** Client shall fully cooperate with Contractor and Client's third-party financing entity (the "Financing Company") throughout Contractor's performance of the Work (as defined in the Contract) by, among other things, promptly responding to, completing and delivering any and all paperwork requested by the Financing Company. As used in this Addendum, the term "promptly" shall mean within twenty-four (24) hours of the receipt of said statement/document from the Financing Company. Client understands and agrees that this Finance Addendum does not alter, modify or change Client's obligations under the Contract and in the event the Financing Company fails and/or refuses to tender amounts required under the Contract for any reason whatsoever, Client shall remain fully responsible for the immediate payment of same.
- **Multiple Financed Projects.** If the Client has multiple project(s) and/or non-SIWD contractors concurrently open which are intended to be financed by the Financing Company, client agrees to promptly pay any fee imposed by the Financing Company to allow for separate payment by the Financing Company to Contractor upon completion of the Work notwithstanding that other elements of Client's other financed projects(s) remain pending.
- **Failure to Promptly Execute & Submit Documents.** Client understands and agrees that any discount set forth in the Estimate is expressly conditioned upon Client's prompt execution and submission of all documents required and/or requested by the Financing Company. Therefore, if Client fails to promptly execute and submit all documentation requested by the Financing Company (as required herein), the discount shall be considered null and void, and the Contract Sum shall be increased to reflect the removal of said discount.
- **Financing Company's Failure to Pay.** If, for any reason whatsoever, the Financing Company fails to pay the total amount due Contractor under the Contract within 30 days of Contractor's completion of the Work, including, but not limited to, (i) Client's failure to provide necessary documentation to the Financing Company, (ii) Client's failure to perform the additional work required for the approval of final inspection (if applicable), (iii) pre-existing conditions, objections or complaints about items other than the Work, (iv) defects/damage in the Materials (as defined in the Contract) that are the product of the fabrication or shipment of the Materials by the manufacturer, (v) any issue directly attributable to the Client or the product manufacturer or (vi) any issue which is otherwise outside of Contractor's control, then Client shall be responsible for the immediate payment of all amounts due Contractor.
- **Construction Lien.** Nothing in the Addendum shall restrict Contractor's rights under Florida's Construction Lien Law. Client understands that if the Financing Company fails and/or refuses to pay the amount Client owes Contractor, Client shall be responsible for the payment of same or any remaining balance, and that Contractor may look to the property improved by the Work to secure amounts due as allowed under Florida's Construction Lien Law.

- **Conflict With Contract.** In the event conflict and/or ambiguity between the terms of the Contract and this Addendum, the terms of this Addendum shall control.

**Client represents and agrees that he/she has relied and is relying on their own judgment concerning the effect and consequences of this Addendum, that he/she has completely read the foregoing terms of the Addendum, and that he/she fully understands and voluntarily accepts all terms of this Addendum. IN WITNESS WHEREOF, the Parties hereby agree to the foregoing and have caused this Addendum to be effective as of the date of execution indicated above.**

By:			By:	
	CLIENT			SIGNATURE IMP & DOORS

Authorized Signature \_\_\_\_\_