MID-ATLANTIC

ORDER ACKNOWLEDGMENT

TA0000635036

Account: 41989 0001 Branch: TAMPA Phone: ()- -Fax: ()- -

Bill To: Walk In Tampa

Ship To: Brian Thompson 1700 HARRISON AVE CLEARWATER, FL 33755

Page 1 of 2

PO: 1700 HARRIS	SON AV	Ref:		Job:		
Order Date: Exp Delv Date:	10/02/24 11/05/24	Sales House Agents	Type: OUTOFWH Ordered By: Created By: rbadia	Ship Via:		
QUANTITY	UOM		ITEM/DESCRIPTION		PRICE/UOM	AMOUNT
1	PAIL	GAF221510 EverGuard TPO Primer (6/	1gal ctn)		48.62/PAIL	48.62
6	EA	GAF221626 TPO Vent Pipe Boots White	1" - 6" e (6ea/ctn)		33.88/EA	203.28
2	вох	MISC930024 Knit Rags - White 10lb/bx			17.79/BOX	35.58
10	PAIL	GAF221509 TPO Seam Cleaner (4 pails	1gal s/ctn)		37.70/PAIL	377.00
3	TUB	GAF910017 EverGuard Water Block M	astic (25tub/ctn)		6.84/TUB	20.52
8	TUB	GAF1718030 TPO Flexseal Caulk Grade	10oz e (20tub/ctn)	i i	11.83/TUB	94.64
1	BAG	MISC233009 T17 Wood-X #10 Fastener	1-1/2" 250ea/bag		17.00/BAG	17.00
1	PC	GAF233042 LIP Term Bar 6" O.C. (50p	10'		9.69/PC	9.69
2	RL	GAF221207 TPO 60mil Smooth White	10' x 100' Full R	ONITE COMPANIES	735.00/RL	1,470.00
4	RL	GAF221208 TPO 60mil Smooth White	5' x 100'		367.50/RL	1,470.00
98	PC	VER210012 ISO 4' x 8' Versico	2.2"		31.86/PC	3,122.28
2	BKT	GAF231004 Fastener Standard #12 10	4" 000/bkt		134.75/BKT	269.5

Printed: 11/05/24 10:58:53



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1700 HARRISON AVE CLEARWATER, FL 33755

Page 2 of 2

PO: 1700 HARRISON AV		Ref:	Job:			
Order Date: Exp Delv Date:	10/02/24 11/05/24	 House	Type: Ordered By Created By:		Ship Via:	

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
2	BKT	RFS231004 4" (100mm) Festac RE-Fix 6.3 Fastener 1400pcs/bkt	155.00/BKT	310.00
2	ВКТ	GAF0318456 3" Drill-Tec Steel (Galvalume) Plate	215.81/BKT	431.62
2	вкт	GAF233034 2 3/8" Drill-Tec Barbed XHD Plate 1000/bkt	335.71/BKT	671.42
100	EA	GAF221623 4" x 4" TPO T-Joint Patch White (100ea/bx)	0.8991/EA	89.91
1	RL	GAF221624 24" x 50' EG TPO UN-55 Detailing Membrane White	335.00/RL	335.00
1	вох	NAILC114R 1 1/4" Coil Nails Ring Shank 7200/box	66.50/BOX	66.50
3	RL	GAF221604 6" x 100' TPO Cover Tape White (2rl/bx)	272.45/RL	817.35
4	EA	MISC930010 4" Chip Brush	0.9760/EA	3.90
26	PC	FLAM1484014 6"x2 1/2" Face Eave Drip 26ga Galv White 10'	6.66/PC	173.16
		Subtotal		10,036.97
		Freight Charge Sales Tax		95.00 652.19

Payment Terms: Cash on Delivery

Balance

\$10,784.16

Printed: 11/05/24 10:58:53

Weight:

1,936.98

Load:

279.00



☐ Clearwater 10PM ☐ 33765

What c...



☐ Clearwater 10PM ☐ 33765

Shop All Services

DIY

Me

⇔ Share

CART (28)

Remove All Items

Delivery

Delivering to 33765 (8 items)



Your Delivery Cost: FREE



METROLINA GREENHOUSES

2 Qt. Pansy Blotch Mix Annual Plant (3-Pack)

Model #4196

\$231.18

(\$38.53/item)





Costa Farms

Grower's Choice Premium Hibiscus Flowering Outdoor Bush in 10 in. Grower Pot, Avg. Shipping Height 2-3 ft. Tall

Model #CO.10HIBBUSH.3.GP

\$249.95

(\$49.99/item)

<u> </u>	+
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Limit 100 per order



7 Gal. Teddy Bear Southern Magnolia Evergreen Tree

Model #MAGTED07G

\$379.64

(\$94.91/item)



 4
 +

SOUTHERN LIVING

2.5 Qt. Jubilation Gardenia, Live Evergreen Shrub, White Fragrant Blooms

Model #2096Q

\$77.70 (\$15.54/item)



	5	+
	0	' '



national PLANT NETWORK

1 gal. Plumeria Dusk Plant with Multicolor Flowers

Model #HD1869

\$87.90

(\$29.30/item)





2.25 Gal. Gardenia Frostproof Shrub with White Flowers

Container Size: 2.25 Gallon(s)

Blossom Color: White

Number of plants included (Pack-Size): 1
Mature Shrub Height Range (Ft.): 4-5 Ft.

\$36.01





Gardens Alive!

2.50 qt. Pot, PJM Elite Star Rhododendron Shrub Potted Broadleaf Evergreen Plant (1-Pack)

Model #94340

\$49.98

1



Southwest Boulder & Stone

25 cu. ft. 3/8 in. Crushed Gravel Bulk Landscape Rock and Pebble for Gardening, Landscaping, Driveways and Walkways

Maximum Rock Size (in.): .375 in Cubic Yards (cu. yd.): 1.0 cu yd Color Family: Gray

> \$2,099.97 (\$699.99/item)



+3

Recently Viewed



Southwest Boulder & Stone

30 cu. ft. Graphite Gray Landscape Decomposed Granite, Crushed Rock Fines Ground Cover for Gardening and Pathways

★★★★ (2.6 / 12)

\$89900

Add to Cart



5 Gal. Lemon Fig Tree

★★★★ (5 / 1)



Best Barns

Jefferson 16 ft. x 24 ft. x 16-1/4 ft. 2 Story Wood Garage Kit without Floor

★★★★ (5 / 1)

\$11451 00 Was \$12307.69

Add to Cart



BEHR PREMIUM

1 gal. #N480-5 Adirondack Blue Self-Priming 1-Part Epoxy Satin Interior/Exterior Concrete and Garage...

★★★★ (3.7 / 1202)

\$47⁹⁸

Add to Cart

Customers Also Purchased...



Top Rated



Add to Cart

Top Rated







1/1 >

https://www.homedepot.com/cart

Vigoro

2 cu. ft. Premium Brown Wood Shredded Bagged Mulch

★★★★ (4.1 / 27702)

Add to Cart

\$333

★★★★ (4.1 / 27702) **\$3**³³

Vigoro 2 cu. ft. Premium Black

Add to Cart

2.5 Qt. Jubilation Wood Shredded Bagged Gardenia, Live Evergreen Shrub, White Fragrant Mulch Blooms

★★★★ (4.2 / 1301)

Add to Cart

SOUTHERN LIVING

\$15⁵⁴

Miracle-Gro

Garden Soil All Purpose 1.5 cu. ft. for In-Ground Use, Gardens and Raised Beds, Flowers, Vegetables, Trees, Shrubs

★★★★ (4.5 / 6208)

Add to Cart

\$897

★★★★ (4.6 / 9483)

Potting Mix 50 qt. For

Flowers, Vegetables,

Shrubs, Feeds up to 6

Container Plants,

\$16⁹⁷

Months

Miracle-Gro

Add to Cart

Vigoro

0.5 cu. f

Gravel P

\$**5**⁹⁷

Rock

< 1/5 >

Loading Recommendations

Loading Recommendations

Your Order Subtotal \$3,212.33 Delivery FREE Sales Tax (determined in later step) ... Total \$3,212.33 Have a Promo Code? ✓ * Delivery fees are calculated at the lowest rate available. Other delivery options may be available in checkout. Checkout Or ______



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 Savings
 -\$100.00

 New Total
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Custom Blinds: 1-800-658-7320

Call 7 days a week - 6 a.m. to 2 a.m. EST

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Shop All **Holiday Decorations** **Appliances**

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Lighting

Outdoor

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Cart (20)

Email Cart Empty Cart

Pickup at S. Tampa Lowe's (4)



Yard Elements - 14-cu ft 1000-lb Multiple Colors/Finishes Garden...

Item #6525721 Model #YDE002-0428LW



Details

<u>Save For Later</u>

Pickup

Ready by Sat, Dec 7 At S. Tampa Lowe's

Delivery to 33611

- Get it by Fri, Dec 6 FREE Ship to Home
- Get it by Mon, Dec 9 Scheduled Delivery (i) Delivery Scheduling in Checkout

\$3,035.24

Delivery (16)



Southern Planters - 7-Gallons White Flowering Little Gem...

Item #4983493 Model #MAGLIT07G



Pickup Unavailable

Get it by Tue, Nov 26 FREE Ship to Home

\$299,94



Details

Save For Later

Delivery to 33611



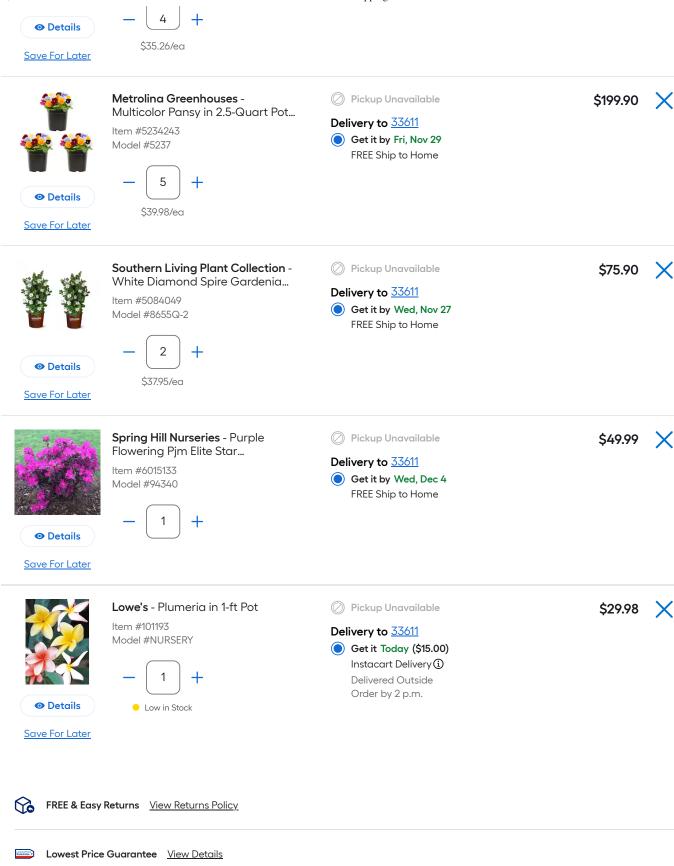
Costa Farms - Multicolor Hibiscus Bush Flowering Shrub in 2.5-Qua...

Item #5994364 Model #M-HBG-G-POT-01-LW Pickup Unavailable

Delivery to 33611

Get it by Fri, Nov 29 FREE Ship to Home





https://www.lowes.com/cart 2/4

Pickup & Delivery Options View Details

GET ALL YOU NEED









\$**2**.68

\$15.98

\$10.72

\$**19**.98

1227

Lowe's 30-Gallons Brown/Tan Outdoor Paper Lawn and Leaf Trash Bag (5-Count)

Add to Cart

1587

Spectracide 20-lb Triazicide For Lawns Granules Insect Killer

Add to Cart

★★★★☆ 110

allen + roth 3.5-in Stainless Steel Rust Resistant Strainer with Lock Mount Included

Add to Cart

GE Refresh 60-V Daylight Mediu

Dimmable LED

Add t

Order Summary

Item Subtotal (20) \$3,831.99

Delivery ✓ \$15.00

Estimated Tax Calculated in Checkout

Promo Code 🗸

Estimated Total \$3,846.99

Start Secure Checkout

Or

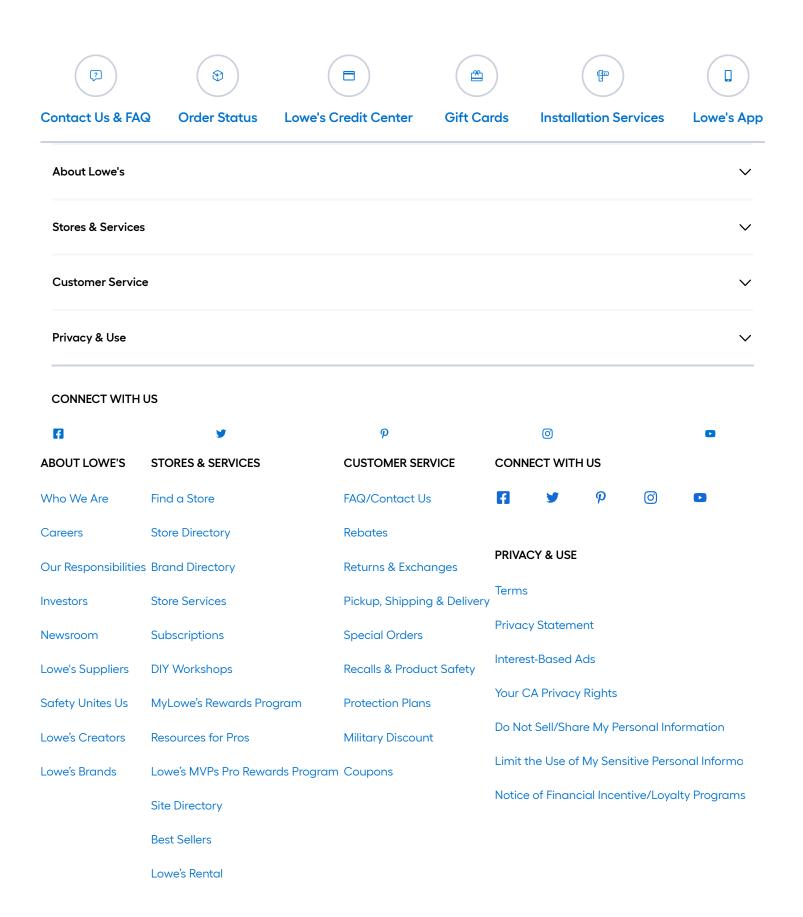
FUVFU

Congrats! You get FREE Shipping!

\$45

https://www.lowes.com/cart 3/4

Back to Top



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Proposal 24228-1

MODERN MODERN

Issue Date November 20, 2024 Expires December 20, 2024

PREPARED BY

Modern Grounds
Modern Grounds
(813) 675-9011
Candace@moderngroundsfl.com
4774 Distribution Dr. Tampa, FL 33605

PREPARED FOR

Rob Menard

Menard, Rob Residence (615) 480-0293 robmenardbass@gmail.com

1700 N Fort Harrison Ave, Clearwater, FL 33755, USA

PROPOSAL DETAILS

Menard, Rob Residence

1700 N Fort Harrison Ave, Clearwater, FL 33755, USA

Pricing includes all labor | | VertEdging | Mapei seam tape | Mapei CG seam glue | stainless steel 1" permitter staples | stainless steel nails & pins | Infill

Modern Grounds installation process follows "The Synthetic Turf Council (STC)" installation standard to the highest regard. Please contact us for any product details or warranty information.

DESCRIPTION

VertEdge Perimeter Edging VertEdge - 2.46'/link

Seams

Turf Area Installation Over Concrete - 1/2" Drain Tiles | 20/30 Infill

Shawgrass - 466SG - 1,230SqFt Shawgrass - 466SG - Liberty

TOTAL

\$13,162.27

PAYMENTS STARTING FROM \$217/month on

◆Acorn Learn More →

Price is valid for 30 days from the Estimate Date; after which values may be subject to change. Changes to the scope of work may require changes to the proposal and price.

By accepting, signing, and paying the deposit for this quote, you confirm you have read and accepted the terms below.

The General Terms and Conditions attached hereto as Exhibit A is incorporated into this Estimate by reference. The Florida Construction Lien Law Disclosure attached hereto as Exhibit B is incorporated into this Estimate by reference.

Deposits are Non-Refundable. Payment Terms: 50% non-refundable deposit is due prior to scheduling & 50% balance due upon completion of work (unless otherwise stated in contract or purchase order - commercial work only).

We accept cash, check or credit card. Please make checks payable to Modern Grounds LLC. A non-refundable convenience fee of 3% will be added for all credit card payments.

Installation Lead Time: Our projects are typically scheduled 4-16 weeks in advance. Installation dates are scheduled in order of deposits received. Installation date / project timeline is subject to change due to inclement weather, industry / production delays or other extenuating circumstances.

If you have any scheduling questions, please feel free to contact our office.

Disclaimer:

If Modern Grounds arrives to site for install and work area is not ready for installation or project delays occur due to other trades or scheduling errors, there will be a mobilization fee of \$500 billed to job for every additional mobilization. There is also no guarantee of a time frame for a reschedule.

Modern Grounds, LLC General Terms and Conditions

These General Terms and Conditions (the "Terms and Conditions") are made part of the Estimate (the "Estimate") prepared by Modern Grounds LLC, a Florida limited liability company ("Modern Grounds"), for the Recipient as identified in the Estimate (the "Owner"), for the work to be performed at the service address identified in the Estimate (the "Project"). The Estimate and these Terms and Conditions shall be read and interpreted as a single document, and any terms not defined in these Terms and Conditions shall be deemed to be defined as set forth in the Estimate. In the event there is overlapping subject matter or a conflict between the Estimate and these Terms and Conditions, the Estimate shall control. The Estimate and these Terms and Conditions, together, are hereinafter referred to as the "Agreement".

- 1. Scope of Work. Modern Grounds shall provide and pay for labor, materials, equipment, tools, necessary for the proper execution and completion of the Work. The term "Work" means the construction and services required by the Agreement, and includes all other labor, materials, equipment, and services provided, or to be provided, by Modern Grounds to fulfill Modern Grounds' obligations. Unless otherwise provided in the Estimate, the Work does not include disposable of material, such as dirt, sod, gravel, etc.
- 2. Price. The "Price" shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions as otherwise provided in the Agreement, the Price shall be the total price for the Work as provided in the Estimate.
- 3. Time. The "Time" is the time available to Modern Grounds to substantially complete the Work. The Time shall be as provided in the Estimate. The Time shall be subject to adjustment as otherwise provided in the Agreement. Notwithstanding anything in the Agreement to the contrary, Modern Grounds does not, and nothing in the Agreement shall be construed as a, guarantee that the Work will be completed within the Time. The Owner represents and acknowledges that Modern Grounds' completion of the Work within the Time is not a material term of the Agreement, and Modern Grounds shall have no liability in the event the Work is not completed within the Time.
- 4. Payments. The Owner shall pay Modern Grounds the amounts, and at the times, indicated in the Estimate. Time is of the essence with respect to all of the Owner's obligations, including payment obligations. Upon the Owner's request, Modern Grounds shall provide duly-executed conditional waivers and releases of lien in statutory form from Modern Grounds and all Lienors (as defined in Chapter 713, Florida Statutes), effective through the date that Modern Grounds requests payment from the Owner. Upon the Owner's request, prior to final payment by the Owner to Modern Grounds, Modern Grounds shall deliver to the Owner a dulyexecuted and notarized contractor's final payment affidavit in statutory form. Amounts unpaid for a period of ten (10) days after the due date shall bear interest at a rate of 1.5% per month or the highest rate permissible by law, whichever is less. The Owner's failure to make payment due to Modern Grounds hereunder shall be a significant failure by the Owner. If the Owner does not issue payment within seven (7) days after such payment is due, then Modern Grounds may, upon seven (7) additional days' notice to the Owner, stop the Work until payment of the amount due and owing has been received. The Price shall be increased by the amount of Modern Grounds' reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Agreement. The Owner shall not withhold amounts from the Price to impose a penalty or liquidated damages on Modern Grounds, or to offset sums alleged to be due to the Owner by Modern Grounds. Pursuant to Florida law, the Owner will have thirty (30) days from receipt of notice from Modern Grounds of a dishonored payment to tender payment of the full amount of such check plus a service charge of \$25, if the face value does not exceed \$50; \$30, if the face value exceeds \$50 but does not exceed \$300; \$40, if the face value exceeds \$300; or an amount of up to 5 percent of the face amount of the check, whichever is greater. Unless this amount is paid in full within the time specified above, the dishonored check or electronic funds transfer and all other available information relating to such incident may be turned over to the state attorney for criminal prosecution. The Owner may be additionally liable in a civil action for triple the amount of the check or electronic funds transfer, but in no case less than \$50, together with the amount of the check or electronic funds transfer, a service charge, court costs, reasonable attorney's fees, and incurred bank fees, as provided in Section 68.065, Florida Statutes. The Owner must cover the dishonored check or electronic funds transfer with cash, money order, or certified check.
- 5. Owner Obligations. The Owner shall cooperate with Modern Grounds for the orderly progress of the Work. If requested by Modern Grounds, the Owner shall furnish all necessary surveys and a legal description of the Project site. The Owner shall identify and mark any and all existing improvements at the Project, as identified in the Estimate, that would interfere with the Work. The Owner shall procure and pay for all utilities, permits, governmental fees, licenses, inspections, and other necessary approvals, access, easements, assessments, and charges necessary for proper execution and completion of the Work. The Owner shall provide temporary storage space at the Project for materials, equipment, tools, and other components of the Work.
- 6. Owner Representations and Acknowledgements. The Owner hereby represents and acknowledges, and hereby releases Modern Ground from any and all liabilities arising from, the following:
- a. The Work includes synthetic grass that may not be the same in appearance, texture, feel, height or kink as the synthetic grass sample

provided to the Owner, and the backing will vary from the samples provided to the Owner as a result of environmental conditions; b. The Work includes seams that may be visible upon completion of the Work;

- c. Ground swelling or heaving may occur as part of the Work, and such conditions are outside of Modern Grounds' control;
- d. The Work requires adequate underlying soil, and Modern Grounds is not responsible for any damage caused by expansive, unsettled, uncompacted, or otherwise unsuitable soils;
- e. Modern Grounds requires reasonable, unobstructed access to the Project, and Modern Grounds shall not be responsible for any property damage arising out of resulting from such access;
- f. The Owner is responsible for any and all damage and repairs to irrigation or sprinkler systems, regardless of whether such damage or repairs are the result of Modern Grounds' performance of the Work;
- g. Reflection and glare from windows, vinyl fences, and other reflective materials may melt, burn or otherwise adversely affect the Work; and.
- h. The Work, including, the synthetic grass turf system, may or may not meet fall-height safety criteria, and the Owner is responsible for any and all testing and compliance with any applicable safety requirements.
- 7. Unforeseen Conditions. If Modern Grounds encounters conditions at the Project site that are subsurface, concealed, not visible, or otherwise unknown to Modern Grounds, Modern Grounds shall be entitled to an equitable adjustment to the Price or Time, or both.
- 8. Changes in the Work. The Owner may request changes in the Work within the general scope of the Agreement, consisting of additions, deletions or other revisions, and, unless such change is of a minor nature and does not involve an adjustment of the Price or the Time, the Price and Time shall be adjusted accordingly, in writing. A change in the Work, Price or Time shall be accomplished by a written change order signed by both the Owner and Modern Grounds.
- 9. Correction of the Work. Modern Grounds shall promptly correct Work that fails to conform to the requirements of the Agreement. Modern Grounds' obligation to correct such non-conforming Work shall expire five (5) days after completion of the Work.
- 10. Chapter 558, Florida Statutes. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- 11. Warranty. For a period of three (3) years following completion of any artificial turf/synthetic grass installation Work, and/or for a period of one (1) year following completion of any artificial ivy and paver installation Work, Modern Grounds warrants to the Owner that: (1) materials and equipment furnished under the Agreement will be new unless otherwise required or permitted by the Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement. If the Owner makes, or attempts to make, any repairs, alterations, or modifications to the Work without Modern Grounds' prior written consent, any warranty provided by Modern Grounds as stated in the Agreement shall be immediately and without further notice void in all respects. This warranty applies only to the installation of the Work and does not apply to defects or non-conformities in materials or equipment that may be supplied as part of the Work. The Owner shall look solely to any manufacturers' warranties for any defects or non-conformities in materials or equipment. Any such material or equipment warranties required by the Agreement shall be issued directly by the manufacturer of such material or equipment in the name of the Owner, or shall be transferable to the Owner, and shall commence upon substantial completion of the Work. Modern Grounds shall perform the Work in such a manner so as to preserve all such warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, MODERN GROUNDS MAKES NO WARRANTIES OR GAURANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE OWNER, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, (i) THE MATERIALS AND EQUIPMENT WILL BE FREE OF DEFECTS, (ii) HABITABILITY, (iii) CONSTRUCTABILITY, (iv) MERCHANTABILITY AND (v) FITNESS FOR A PARTICULAR PURPOSE. MODERN GROUNDS DOES NOT GUARANTEE ANY RESULTS OR OUTCOMES PURSUANT TO THE AGREEMENT.
- 12. Limitation of Liability. IN NO EVENT SHALL MODERN GROUNDS BE LIABLE TO THE OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THE AGREEMENT OR PERFORMANCE OF SERVICES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL MODERN GROUNDS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE ACTUALLY PAID TO MODERN GROUNDS PURSUANT TO THE AGREEMENT.
- 13. Termination by Modern Grounds.
- a. For Cause. If the Owner materially breaches any of its obligations hereunder through no fault of Modern Grounds, Modern Grounds may, upon seven (7) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead and profit thereon, costs incurred by reason of such termination, and lost profit on Work not yet performed.

b. For Convenience. Modern Grounds, in its sole discretion, may terminate the Agreement at any time for its convenience, and without cause, by providing at least seven (7) days' prior notice to the Owner. In the event of Modern Ground's termination pursuant to this Section, Modern Grounds shall be entitled to recover from the Owner payment for Work executed, including reasonable overhead and profit thereon, and costs incurred by reason of such termination.

- 14. Termination by Owner. The Owner may terminate the Agreement for its convenience, and without cause, within five (5) business days following the Owner's execution of the Estimate by providing written notice to Modern Grounds within such five (5) business day period. The Owner's ability to terminate the Agreement pursuant to this Section shall expire five (5) business days following the Owner's execution of the Estimate. In the event of the Owner's termination pursuant to this Section, Modern Grounds shall be entitled to recover from the Owner payment for Work executed, including reasonable overhead and profit thereon, costs incurred by reason of such termination, and lost profit on Work not yet performed.
- 15. Notice. Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of the Agreement may made by email and shall be deemed to have been effectively delivered or given and received as of the date and time that the email is sent, except for any notices, demands or communications relating to default, termination or dispute resolution, which must be personally delivered to the respective party to whom it is directed or sent by registered or certified mail, with postage and charges prepaid and addressed to the parties at the respective addresses set forth in the Estimate, or to such other address as to which notice is given.
- 16. Governing Law. The Agreement and all related documents, and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Florida (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.
- 17. Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Agreement or the Work shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Modern Grounds shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Rules and Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of an appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of forty-five (45) days from the date of filing, unless stayed for a longer period by written agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the Hillsborough County, Florida, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Claims arising hereunder, which are not resolved by mediation as set forth above, shall be resolved by litigation in a court of competent jurisdiction. Each of the parties hereby (i) irrevocably and unconditionally consents to submit itself to the sole and exclusive personal jurisdiction of any federal or state court located within Hillsborough County, Florida (the "Applicable Courts"), (ii) waives any objection to the laying of venue of any such litigation in any of the Applicable Courts, (iii) agrees not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agrees not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (iv) agrees that such party will not bring any action, suit, or proceeding in connection with any dispute, claim, or controversy arising out of or relating to the Agreement or the Project in any court or other tribunal other than any of the Applicable Courts. THE OWNER AND MODERN GROUNDS HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY.

- 18. Cumulative Remedies. Modern Grounds' rights stated in the Agreement are cumulative and not in limitation of any rights (i) granted in the Estimate or these Terms and Conditions, (ii) at law, or (iii) in equity.
- 19. Amendment. No amendment to the Agreement is effective unless it is in writing and signed by each party to the Agreement.
- 20. Assignment. The Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, The Owner may not assign the Agreement nor any of the rights, interests, or obligations under the Agreement without Modern Grounds' prior written consent.
- 21. Entire Agreement. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both

written and oral, with respect to the subject matter. The parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in the Agreement, and waive any rights or claims arising from any statements, representations, warranties, or agreements that conflict with or are in addition to those expressly contained in the Agreement.

- 22. Severability. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement, or the application thereof to any person or circumstance, violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the Parties' intentions and purposes in executing the Agreement.
- 23. Survival. All of the Owner's representations and warranties, made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement or termination of the services of Modern Grounds.
- 24. Interpretation. In the Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The Agreement shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted the Agreement. Headings are for convenience only and shall not be used for interpretation of the language in the Agreement.
- 25. No Waiver. No waiver under the Agreement is effective unless it is in writing, identified as a waiver to the Agreement, and signed by the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from the Agreement: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the Agreement; or (ii) any act, omission, or course of dealing between the parties.
- 26. Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of the Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement.

EXHIBIT B TO ESTIMATE

(SINGLE OR MULTIPLE FAMILY DWELLINGS UP TO AND INCLUDING FOUR UNITS)

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.

The above specifications, costs, and terms are hereby accepted.						
ROB MENARD	DATE					

TITO KANKI LLC

+18882976972

info@theoutdoorlivingpros.com www.theoutdoorlivingpros.com



Estimate

ADDRESS SHIP TO ESTIMATE 3710

Robert Menard Robert Menard DATE 11/19/2024
17 North Fort Harrison Avenue 17 North Fort Harrison Avenue

Clearwater, Florida 33755 Clearwater, Florida 33755

United States United States

PRODUCT	SERVICE	QTY	UNIT COST	TOTAL
Pet Turf Pro	Purchase, shipping, and delivery of Artificial Grass from Manufacturer in Dalton, GA. Purchase of artificial grass includes overage.	1,380	3.00	4,140.00T
Airstream Geocell Drainage Tiles	GEOCELL is a modular panel in regenerated PP designed for the creation of horizontal and vertical drainage systems for the efficient disposal of rainwater.	1,320	2.00	2,640.00T
	According to the typology of installation, GEOCELL can both facilitate the disposal of water from the soil, avoiding the flooding of the surface and avoid the water stagnation protecting underground structures along with the improvement of the areas where drainage is very difficult.			
Professional Artificial Grass Installation on Concrete	Prep work area. Provide and Installation of GeoCell Drain Tiles; provide and installation of PVC Nailer Boards aroud the entire perimeter to secure turf into; Provide and installation of artificial grass selcted by customer; glue down seams and secure turf using 1.5" SS Staples to PVC nailer board perimeter; Provide, drop, spread, and power brush infill into artificial grass for optimized installation. Clean work area and leave jobsite clean.	1,250	5.50	6,875.00
Zeofill Odor Control Infill	Installation of Zeofill to artificial grass installed. (Zeofill is recommended for Pet Installation but is optional to customer. If not selected than standard Silica infill will be used.)	1,250	0.65	812.50T
	ZeoFill is made out of a 100% natural resource from the earth. ZeoFill cools the surface of turf and eliminates odors by absorbing urine and ammonia before they transform into obnoxious gas. ZeoFill is the purest 97+% Clinoptilolite zeolite which is volcano ash that landed on purified water millions of years ago.			

By signing this document, I agree to the terms presented in the The Artificial Grass Pros "Specifications and Conditions" agreement or in the link below.

"Zeolite" refers to a group of minerals that are basically hydrated calcium potassium sodium aluminosilicates.

Zeolites have a high internal porosity, making them great insulators. They also absorb and release moisture which in turn cools the turf.

Zeofill helps control urine odors but will not remove bad bacteria. With any synthetic turf, you still have to maintain it by removing bad bacteria with an enzyme cleaner such as PE-51. Use this enzyme if your area doesnt rain periodically in a given year. We recommend this enzyme cleaner because it is made & shipped in a live liquid form. Enzymes made from a powder will not properly clean ZeoFill granules. Only a live liquid enzyme such as PE-51 will control your turf odors. PE-51 covers 900-1,500 sf of turf, comes with a garden hose attachment and the enzyme has a shelf life of 30 years. Helps remove dog & cat urine on any surface. For more information go to www.urineodors.pet

All square footage used to determine material purchase includes waste.

Terms: Required deposit is 50% value of job total, and the remaining 50% balance is due upon completion. Deposits are non-refundable. A 10% balance penalty will be assessed to payments more than 5 days late after the initial date of job completion. Make checks payable to The Outdoor Living Pros. Quote valid for 30 days.

Warranty: 15-Year Manufacturer Product Warranty and 24-Month Installation Warranty. Refer to warranty documents for details with link below. Installation must be PAID IN FULL and Certificate of Completion must be signed and returned to be made active. https://bit.ly/3iyX8dv SUBTOTAL

14,467.50

TAX

531.48

TOTAL

\$14,998.98

Accepted By

Accepted Date

Baltas, Julia

From: Hannah Menard <hannah.cwbrewco@gmail.com>

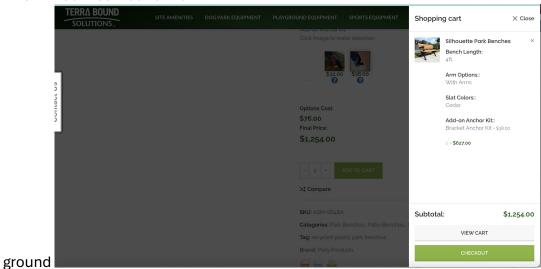
Sent: Thursday, November 21, 2024 1:20 PM

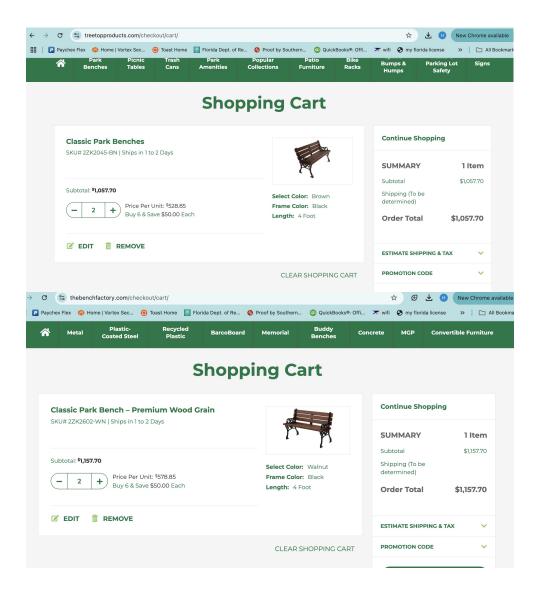
To: Baltas, Julia

Subject: Pedestrian Bench Quote

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This will be mounted to the





ESTIMATE



Prepared For

Clearwater Brewing Company 1700 N. Fort Harrison Ave. Clearwater, FL 33755 (615) 480-0293

Premium Painters Pinellas

1650 N. Hercules Ave., Suite H

Clearwater, FL 33765 Phone: (727) 743-2086

Email: dmetzger@premiumpainters.com

Fax: (727) 243-4937

Web: www.PremiumPainters.com

Estimate # 9050820

Date 11/20/2024

PO # Clearwater Brewing -

Business / Tax # 47-1290658

Description Total

Commercial Exterior - Prep Included in Prices Below

\$0.00

Pressure Wash Building & Where Painting.

Scrape and sand where needed.

Caulk all windows and doors where needed.

Use Sherwin Williams ConSeal Stucco Patch on all stucco cracks and holes, and where needed. If Applicable: Customer is responsible trimming back of bushes and landscaping to allow access to painted surfaces.

Commercial Exterior Painting: Labor Price

\$3,080.00

Scope of Work:

- Prime & repaint all exterior walls, soffits, fascia, trim, gutters, downspouts, posts & carport ceiling.

Excludes Painting:

- Garage doors, doors, floor surfaces & window frames.

Paint & Material Price \$700.00

Products Recommended:

Sherwin Williams Loxon Primer Sealer (Base Coat)

Sherwin Williams Latitude (Topcoat)

Estimated Gallons: 24-26

Sheen: Satin

Colors: See Picture Below

Total	\$3,780.00
Subtotal	\$3,780.00

Notes:

Google? robmenardbass@gmail.com







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.

- 1. Definitions. As used in this Contract the following terms have the following meanings. Premium Painters shall mean Solidity Group, Inc. d/b/a Premium Painters Pinellas. Work shall mean the services, labor, and materials provided by Premium Painters to perform the scope of work described on the estimate above. Contract shall mean this estimate, including all of its attachments, work descriptions, totals, warranties, terms and conditions, any subsequently executed purchase orders, and any Change Orders. Price shall mean the Total listed in this Contract. Customer shall mean the individual or entity authorizing the performance of the Work by executing this Contract, and the Property Owner, to the extent they are not the same individual or entity. Effective Date shall mean the later of the date this Contract is last executed by one of the Parties or the date any deposits required are paid in full. Property shall mean the real property where the Work is to be performed. References to "signing" or "signatures" herein shall include physical signatures, electronic signatures, electronic acceptances, and other, similar, electronic indications of agreement or acceptance.
- 2. Expiration of Contract. If this Contract is not signed by Customer and any deposit paid within 120 days, it shall expire and be null and void.
- 3. Deposits. Residential Customers 50% deposit required to start project; balance is due upon completion. Commercial/Builder Customers 25% deposit required to start project; with weekly/monthly payments following, if applicable. Deposits paid are non-refundable.
- 4. Ability to Read Contract. Customer hereby agrees that he or she has been provided a copy of the Contract in advance of signing and has had sufficient opportunity to review and understand its terms.
- 5. Differing / Hidden / Pre-Existing Conditions. If, during the performance of the Work or this Contract, any unforeseen conditions, occurrences, hazardous substances, conditions that differ from those typically found on similar projects, or pre-existing unsafe, unworkable, or code

violation conditions (collectively "Unforeseen Conditions") are encountered which, in the sole judgment of Premium Painters, affect or may affect any aspect of the Work or the performance of this Contract, Premium Painters will notify Customer and subsequent to such notification may (a) if practicable, in the sole judgment of Premium Painters, complete the original scope of Work; (b) enter into a Change Order with Customer to address the Unforeseen Conditions; (c) terminate the Work and refund any portion of the Price paid, less any costs incurred; or (d) suspend the Work until Customer employs others to remedy the Unforeseen Conditions. The costs for any or all of the foregoing shall be borne by Customer. Premium Painters has no duty to inspect the Property in advance of signing this Contract or beginning the Work. Visual inspections for the purposes of providing an estimate or taking measurements shall not be a waiver of this provision.

- 6. Warranties. Premium Painters provides a warranty on labor as specifically stated in the estimate, subject to the terms and exclusions herein. This warranty is only effective if the Price has been paid in full, Customer has a copy of this Contract, Customer has evidence of payment of the Price in full, Customer pays for any materials used in performing warranty services, and Customer makes the Property accessible to Premium Painters to perform the warranty services. Premium Painters hereby assigns any material or manufacturer warranties to Customer. Repairs made pursuant to this warranty shall only be made to the specifically affected area and only to the level of surface preparation originally described in the Contract.
- 7. Warranty Exclusions. The following are excluded from Premium Painters' warranty: peeling, blistering, or chipping where caused by (1) peeling of layers of paint existing prior to the Work; (2) structural defects, (3) settling or movement; (4) moisture content of the substrate; (5) ordinary wear and tear; (6) abnormal use or misuse; (7) mill glazing from smooth cedar; (8) abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids, or gasses; (9) damage or effects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of Premium Painters; (10) any work where Premium Painters did not supply the paint or other materials; (11) any work not performed by Premium Painters; (12) varnished surfaces; (13) painted direct to metal surfaces; (14) horizontal surfaces or any surface that by virtue of its design permits moisture to collect, including, but not limited to, decks, driveways, railings, stairs, porches, roofs, and wood gutters. Premium Painter's warranty also excludes (1) exact paint matches when making repairs; (2) any repairs necessitated as a result of defect in the paint, whether the paint was supplied by Customer or Premium Painters; (3) bleeding caused by knots, rust, or cedar; (4) cracks in drywall, plasters, or wood. Premium Painters does not warranty interior paint.
- 8. Disclaimer of Implied Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, PREMIUM PAINTERS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY SUCH WARRANTIES IN CONNECTION WITH THE FURNISHING OF MATERIALS OR LABOR UNDER THE TERMS OF THIS CONTRACT. PREMIUM PAINTERS SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING

FROM THE PERFORMANCE OF THE WORK, THIS CONTRACT, OR THE DESIGN OR MANUFACTURE OF ANY MATERIALS FURNISHED UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PROPERTY, LOST PROFITS, PERSONAL INJURY, INCREASED UTILITY COSTS, AND OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES.

- 9. Payment Terms. Payment of the Price, or any portion thereof, is due upon request by Premium Painters. Failure to make any requested payment within 5 days of the request shall be grounds for Premium Painters to halt work until the requested payment is made. Payments not made upon request shall be subject to interest charges in the amount of 18% per annum. Premium Painters shall not be required to resume the Work until all late payments plus interest charges and any costs of collection, including but not limited to attorneys' fees, are paid by Customer.
- 10. Claims for Defects. Any claims for defective work by Customer are subject to the notice and cure provisions of Chapter 558, Florida Statutes. Such notice must be provided within 60 days of the discovery of any such defective work otherwise Customer waives the right to make any claim for such defects.
- 11. Delays & Pricing. Premium Painters is not responsible for delays or price increases caused by inclement weather, flood, natural disasters, strikes, blackouts, fire, delays in common carriers, disease, pandemics, epidemics, Customer negligence, Change Orders, unavoidable casualties beyond Premium Painters' control, material shortages, labor/subcontractor shortages, delays in municipal approvals/permitting, or any other cause beyond Premium Painters' control.
- 12. Substantial Completion. Final payment, plus payment of any and all sums remaining due under this Contract, shall be paid by Customer upon Substantial Completion. Substantial Completion shall mean the date the Work is sufficiently complete to serve its functional purpose. The existence of punch list items to be completed shall not be grounds to dispute or withhold any amounts due as a result of achieving Substantial Completion.
- 13. Acceptance and Final Payment. Payment in full of the Price shall constitute Customer's acknowledgement and unconditional acceptance of the Work and performance of this Contract and shall constitute a waiver of all claims with Customer has, or may have, against Premium Painters, with the exception of warranty claims.
- 14. Adequate Assurance. If Premium Painters has concerns about Customer's ability to perform it obligations under this Contract, Premium Painters can request proof of Customer's ability to perform its obligations under this Contract, which Customer will provide within 5 days of the request.
- 15. Integration, Modification. This Contract contains all of the terms and conditions as agreed to by the Parties, and no other agreements, oral or otherwise, respecting the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. This Contract can only by modified by the Parties in writing, executed by both Parties. Oral representations by employees or subcontractors shall not be binding on the Parties. Customer agrees that it has not relied on any oral statements by Premium Painters in advance of executing this Contract.

- 16. Extra Work. Premium Painters shall be not required to perform any work outside the Work absent a written and signed change order. Change orders are to be paid in full in advance of the completion of the change order, absent a contrary agreement between the Parties. In the event Premium Painters performs extra work without a written change order, Premium Painters shall still be entitled to recover the value of the extra work, as determined by Premium Painters, from the Customer.
- 17. Attorneys' Fees. In the event of a dispute arising from or relating to this Contract, the prevailing party shall be entitled to an award of attorneys' fees and costs. Further, Customer shall be liable to Premium Painters for any costs of collection of past due amounts incurred, including, but not limited to, attorneys' fees and costs. Before instituting any lawsuit the parties agree to formally mediate any dispute, with the costs of mediation to be born equally by the Parties.
- 18. Termination. Customer may terminate this Contract within 3 business days of the Effective Date for a full refund of any portion of the Price paid. Premium Painters may terminate this Contract in the event Customer becomes, in Premium Painters' sole determination, a nuisance or renders performance of the Work difficult, more expensive, or impossible. Under those circumstances, Premium Painters shall be entitled to recover from Customer all costs incurred relating to the Work, plus a pro-rated portion of the overhead and profits based on completion of the Work.
- 19. Time. The Parties agree that time is of the essence in the performance of this Contract.
- 20. Severability. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable, or in conflict with any law of the state of Florida, the validity, legality, and enforceability of all remaining portions and provision of this Contract shall not be affected or impaired thereby.
- 21. Limitation of Liability. Premium Painters shall not be liable for damages to Susceptible Items. As used herein, Susceptible Items shall mean items at the Property that are already susceptible to injury or damage, including, but not limited to, rotting or damaged wood, cracked glass, weakened finishes or structures, or improperly installed items.
- 22. Marketing. Customer grants Premium Painters an unlimited license to take before and after photos of the Property for the purpose of demonstrating the performance of the Work and for using such photos in any and all marketing efforts by Premium Painters.
- 23. Access to Property. Customer agrees to provide access to the Property for the performance of the Work and to provide utilities (electric, water, etc...) as needed for the performance of the Work.

I have read this Agreement and agree to the terms and conditions. I authorize Premium Painters to perform the work as specified.

Clearwater Brewing Compan



Damaged/Loose roofing material(s) were visible at multiple locations. An evaluation and repair should be completed by a qualified licensed roofer.



Damaged/Loose roofing material(s) were visible at multiple locations. An evaluation and repair should be completed by a qualified licensed roofer.



Damaged/Loose roofing material(s) were visible at multiple locations. An evaluation and repair should be completed by a qualified licensed roofer.



Damaged/Loose roofing material(s) were visible at multiple locations. An evaluation and repair should be completed by a qualified licensed roofer.

2. Roof Flashing Condition

Roof flashing features: Vent caps, Dryer vent Observations:

Roof flashing was damaged at vent cap.



14219 Walsingham Road Ste O Largo , FL 33774 (727) 422-8818 kevin@roofsourceinc.com Estimate Number: 1305 Estimate Prepared By: Evin Olds 9/16/2024 Estimate for: Clearwater Brewing Company 1700 N Fort Harrison Ave Clearwater, FL 33755

Sub-Total \$31,593.58

Estimate Total \$31,593.58

Estimate

Line Items

Product	Description	UoM	Cost	Price	Qty	Amount
Roofing	Remove existing roof down to deck and sweep clean.	Items	\$0.00	\$0.00	1.00	\$0.00
Roofing	Install 2" ISO mechanically fastening to the roof deck.	Items	\$0.00	\$0.00	1.00	\$0.00
Roofing	Install all new jacks, flashing and any other penetrations.	Items	\$0.00	\$0.00	1.00	\$0.00
Roofing	Install a new 60 mil GAF TPO roofing system over entire roof surface to include all materials, labor and disposal.	Items	\$0.00	\$0.00	1.00	\$0.00
Roofing	Clean up entire premises and remove all debris. All appropriate permitting included.	Items	\$0.00	\$0.00	0.00	\$0.00
Gutters	Clean all gutters and downspouts.	Items	\$0.00	\$13.49	2,342.00	\$31,593.58

SPECIAL INSTRUCTIONS

ANY ROTTED DECKING THAT WOULD NEED TO BE REPLACED WILL BE ADDITIONALLY BILLED AT \$70/SHEET.



14219 Walsingham Road Ste O Largo , FL 33774 (813) 374-0516

kevin@roofsourceinc.com

Estimate

Line Items

Product Description UoM Cost Price Qty Amount Labor quote for removing roof system down to deck, laying down new ISO, Roofing Items \$0.00 \$9,800.00 1.00 \$9,800.00 installing new TPO, and all goosenecks and lead jacks. Roofing Loading materials from ground drop to roof. \$0.00 \$200.00 1.00 \$200.00 Items

SPECIAL INSTRUCTIONS

Estimate Number: 1324 Estimate Prepared By: Evin Olds 9/20/2024

Estimate for: **Clearwater Brewing Company** 1700 N Fort Harrison Ave Clearwater, FL 33755

Sub-Total \$10,000.00

Estimate Total \$10,000.00

Baltas, Julia

From: Hannah Menard <hannah.cwbrewco@gmail.com>

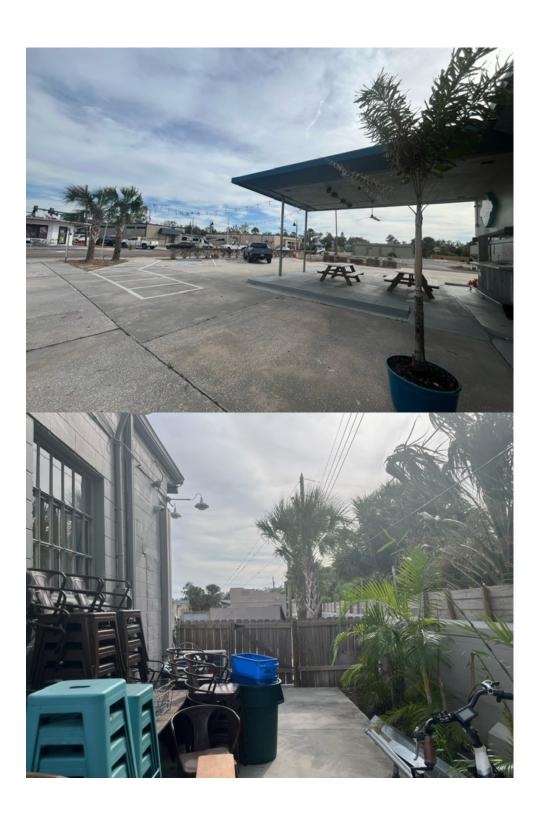
Sent: Thursday, November 21, 2024 2:59 PM

To: Baltas, Julia

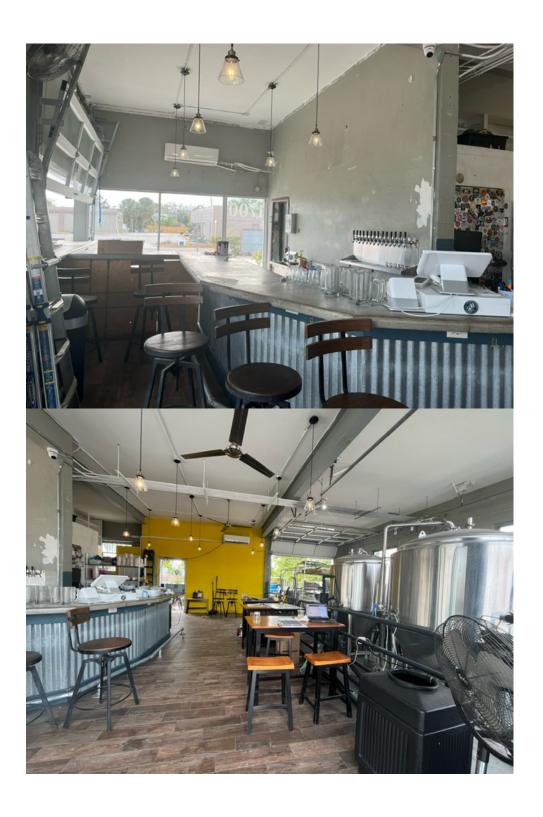
Subject: Clearwater Brewing Company // Before Photos

Attachments: Roof Photo 4point Inspection.pdf

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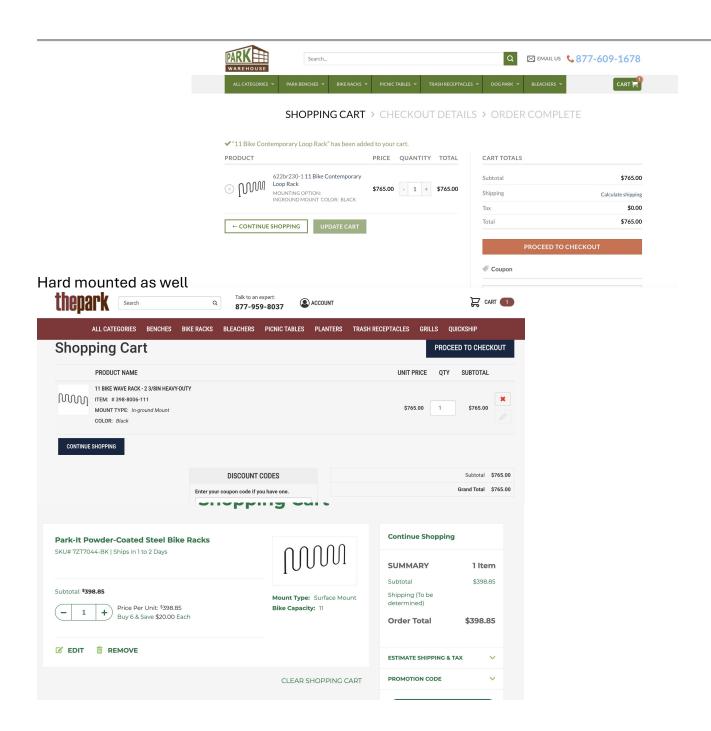
From: Hannah Menard <hannah.cwbrewco@gmail.com>

Sent: Thursday, November 21, 2024 1:22 PM

To: Baltas, Julia

Subject: Clearwater Brewing Company bike rack

CAUTION: This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.



From: Hannah Menard <hannah.cwbrewco@gmail.com>

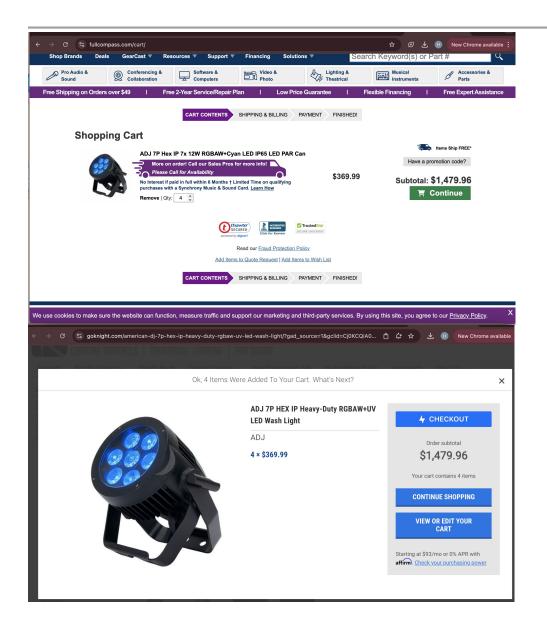
Sent: Thursday, November 21, 2024 1:23 PM

To: Baltas, Julia

Subject: Clearwater Brewing Company // Outdoor Lighting above guest area

Attachments: SweetWater Outdoor Lighting (1).pdf

CAUTION: This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.



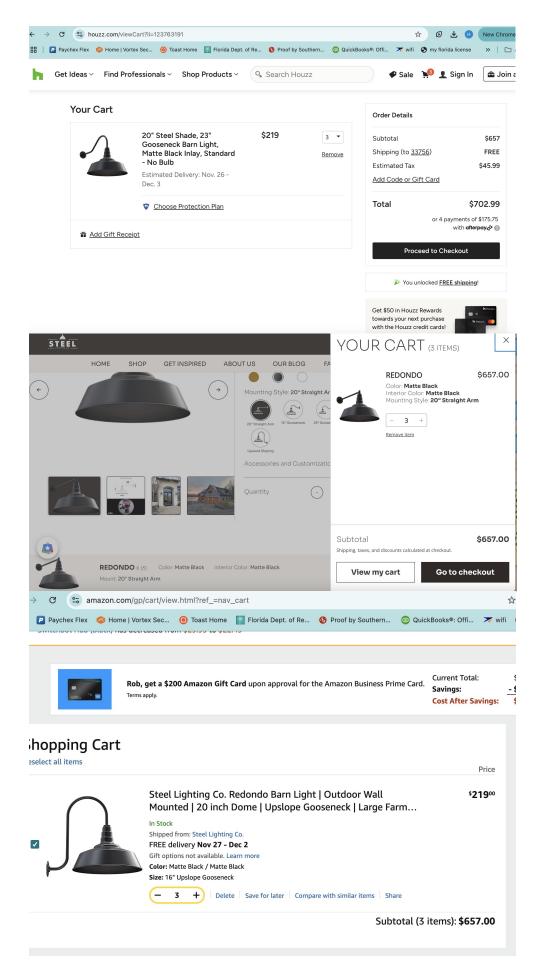
From: Hannah Menard <hannah.cwbrewco@gmail.com>

Sent: Thursday, November 21, 2024 1:23 PM

To: Baltas, Julia

Subject: Clearwater Brewing Company // Outdoor lighting on building

CAUTION: This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

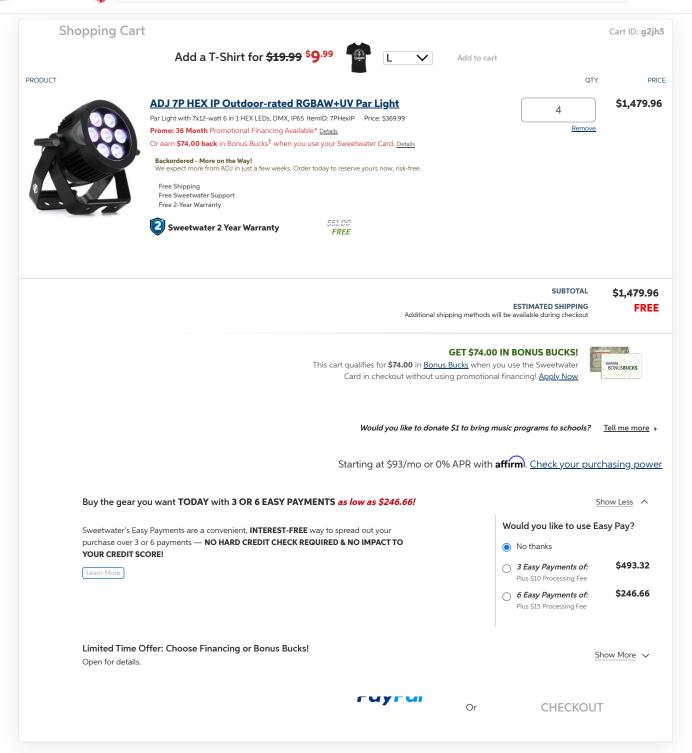


Sweetwater | Gear Exchange | Integration | Studios Content Creators | Home Audio | House of Worship

Sweetwater Q Search for sweet gear

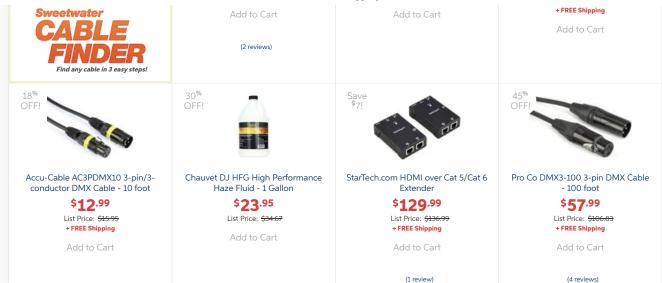








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Frequently Asked Questions
What is your return policy?
When will I get my gear?
How much is shipping?
What if I'm not there to receive my delivery?
What if I'm tax exempt?
How do I submit a Purchase Order for my organization?
When will my card be charged?
What are my financing options?
What happens if I'm not approved for 3 or 6 Easy Payments?
Are there fees or penalties for paying my Sweetwater Card or Easy Payments balance early?
How do I cancel or change my order?

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Questions?		
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Or call us at (800) 222-4700		

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We want you to be 100% satisfied with not only the gear you purchase, but also with the service you receive. The Sweetwater difference goes far beyond this, including extras you simply won't find anywhere else—all designed to ensure that you are a happy customer.

HAPPY

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Shipping and Delivery Times

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Electronic Repairs Workshop

Music Store

Events & Workshops

Piano Showroom

Music Lessons

Recording Studio

Sweetwater Sound, 5501 U.S. Hwy 30 W, Fort Wayne, IN 46818 Get Directions | Phone Hours | Store Hours

Explore our commitments to you

Terms of Use Privacy Notice GLBA Notice Phone Recording Policy Accessibility Cookie Preferences Do Not Sell Or Share My Information

If you have any questions, please call us at (800) 222-4700

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Project Center

For Pros

Special Offers

availability and

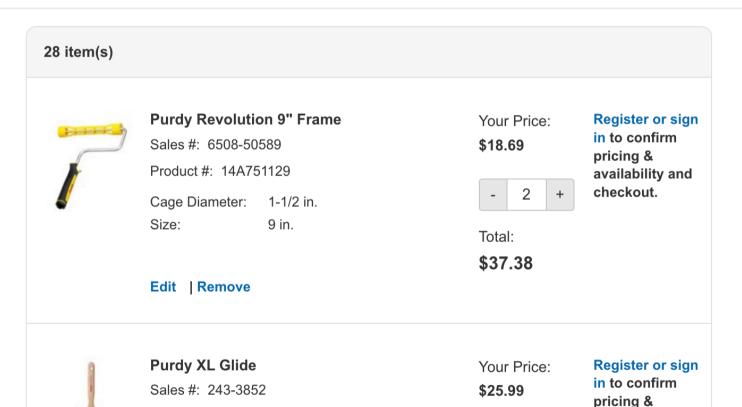
checkout.

Total:

\$25.99

Cart





Job or Project Name / PO: 0/20 Subtotal: \$1,881.52 Estimated Tax: (Determined later) \$1,881.52 Estimated Total: (?) Orders not picked up, received, or scheduled for delivery within 14 days will be forfeited. You will be charged for custom and special order items; all others will be cancelled and restocked without charge. Tinted paint cannot be returned. See Return Policy for details. By placing this order, you agree to the Sherwin-Williams Online Terms and Conditions of Sale.

Sign In to Checkout

Don't have an account? Create one.

Edit | Remove

Bristle Shape:

Brush Width:

Handle Style:

Bristle Material:

Product #: 140152335

Angular

3-1/2 in.

Fluted

Nylon/Polyester



SuperPaint Interior Acrylic Latex

Sales #: 6500-46253

Product #: A86W00153

Container Size: 1 Gallon

Base: Deep Base

Flat



SW 0017 Calico

Your Price: \$76.99

13

Register or sign in to confirm pricing & availability and checkout.

Total:

\$1,000.87

Edit | Remove

Tinted paint is a custom product and cannot be returned. Details Actual color may vary from on-screen representation. Details



Sheen:

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.



SuperPaint Interior Acrylic Latex

Sales #: 6508-98240

Product #: A86T01154

Container Size: 1 Gallon

Sheen: Flat

Base: Ultradeep

Base



SW 6988 **Bohemian Black**

Your Price: \$76.99

2

Total:

\$153.98

Register or sign in to confirm pricing & availability and checkout.

Edit | Remove

Tinted paint is a custom product and cannot be returned. Details Actual color may vary from on-screen representation. Details



WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.



SuperPaint Interior Acrylic Latex

Sales #: 6500-46253

Product #: A86W00153

Container Size: 1 Gallon

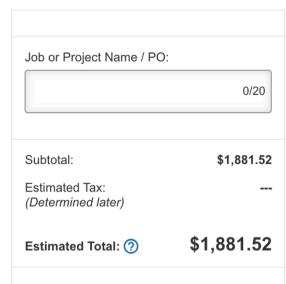


SW 6374 Torchlight

Your Price: \$76.99

2

Register or sign in to confirm pricing & availability and checkout.



Orders not picked up, received, or scheduled for delivery within 14 days will be forfeited. You will be charged for custom and special order items; all others will be cancelled and restocked without charge. Tinted paint cannot be returned. See Return Policy for details.

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Emerald Interior Acrylic Latex Paint

Sales #: 6508-69829

Product #: K35T00355

Container Size: 1 Gallon

Sheen: Flat

> Accent Base



SW 9700 Full Bloom

Your Price:

5

\$93.99

Register or sign in to confirm pricing & availability and checkout.

Total:

\$469.95

Edit | Remove

Tinted paint is a custom product and cannot be returned. Details Actual color may vary from on-screen representation. Details



Base:

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.



Purdy Marathon

Sales #: 1021-30960

Product #: 14F861000

Pack Size: 3 count

Nylon/Polyester Nap Material:

9 in. x 3/8 in. Size:

Your Price:

\$15.69

2

Register or sign in to confirm pricing & availability and

checkout.

Total:

\$31.38

Edit | Remove



(5 Pack)

Sales #: 163-6133

Product #: 00286-2400

1-1/2 Quart Capacity:

Liner Material: **Plastic** Calculation Size 9 in.

(Width x Length x

Your Price:

\$7.99

in to confirm pricing & availability and checkout.

Register or sign

Total:

\$7.99

Job or Project Name / PO:

0/20

Subtotal:

\$1,881.52

Estimated Tax: (Determined later)

Estimated Total: (?)

\$1,881.52

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Sign In to Checkout

Don't have an account? Create one.









eQuote - Commercial Interior

riojeci.	Custoffier.

Commercial Rob Interior Menard Address: Address: 1700 North 1700 Ford ave, North Ford Clearwater, ave, Clearwater FL, United States , FL, Email: robm United enardbass States @gmail.co Email: rob menardba ss@gmail.

com

Fresh Coat Clearwater 654 Sweetbriar Dr. , Oldsmar, FL, United States (727) 899-0844 Andre Lessa - Alessa@freshcoatpainters.com

https://freshcoatpainters.com/locations/clearwater/



About Fresh Coat



Fresh Coat Painters' History & Promise

With services in more than 100 major cities across North America, Fresh Coat's experienced business owners and their **professional painters** understand how important your surroundings are to you. We know whether we're painting the interior or exterior of your home or the inside and outside of your office, condominium, or apartment building, you expect the very best service at a competitive price.

It's our goal to provide you with an exceptionally positive experience from the time we deliver your guaranteed written quote until our contractors walk you through the finished job.

The Fresh Coat Promise

To provide quality painting at an affordable price to all our customers in a timely manner. Customer service is very important to us and we strive to meet and exceed our home and business owners' expectations.

To back-up this promise, we carefully screen and hire only skilled painters who are experienced professionals. Unlike some other painting companies, Fresh Coat painters are employees, not subcontractors, and are bonded and insured to ensure our clients are fully protected.

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Reviews

SOME OF OUR GOOGLE REVIEWS

- We have used their services for the exterior of the house, ceilings, a bedroom, and full bathroom. They
 showed up on time, used quality paint, asked a reasonable price, and the owner has been wonderful to
 work with. <u>Lynn Gibson</u>
- Wonderful, pleasant experience! GREAT work. Extremely professional and knowledgeable. Informed
 me of a paint I needed that would cut down on the mildew, lessening the number of times I'd have to
 pressure wash the house. Great crew of guys. Made our home look and feel new again! A family
 member referred me after I noticed the amazing paint job. Now Andre has my business and two
 neighbors, and two friends out in Bellaire Beach. <u>Jean-Francis Imani</u>
- Easy communication and great custom work done by a wonderful group of guys. Could not be happier
 on how beautiful my home looks! They really do mean Painting Done right. Recommend to anyone and
 everyone. Maria Luna
- If you are looking for a professional, reasonable, friendly and upstanding company to do your work, I
 highly recommend fresh coat. I was blown away by Andre and his approach to his work. <u>Diane Painter</u>
- Fresh Coat painted our guest bedroom and we couldn't be happier. It was a very dark color and we
 wanted it brought back to white. They did the extra work to make sure all of the old paint was covered
 and now it's a nice bright white. They were friendly, professional, and responsive. We would definitely
 work with them again! Katherine Landreth

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Proposal

LEFT BAR AREA

Surfaces Paintable Area Surface Price

Walls 672.00 Square Feet \$941.26

Duration Home Satin *: 2 Coat(s)

Prior to painting, all minor cracks and nail holes not containing nails will be filled. Spot prime as needed, and we will apply one to two coats of Sherwin Williams Interior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim 56.00 Feet \$146.58

ProClassic Waterborne Semi-Gloss: 2 Coat(s)

LEFT BAR AREA SUBTOTAL \$1,087.84

MAIN OPEN AREA

Surfaces Paintable Area Surface Price

Walls 1344.00 Square Feet \$1,882.53

Duration Home Satin *: 2 Coat(s)

Prior to painting, all minor cracks and nail holes not containing nails will be filled. Spot prime as needed, and we will apply one to two coats of Sherwin Williams Interior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim 152.00 Feet \$397.85

ProClassic Waterborne Semi-Gloss : 2 Coat(s)

Doors 42.00 Square Feet \$134.74

ProClassic Waterborne Semi-Gloss : 2 Coat(s)

MAIN OPEN AREA SUBTOTAL \$2,415.12

BATHROOMS

Surfaces Paintable Area Surface Price

Walls 336.00 Square Feet \$470.63

Duration Home Satin *: 2 Coat(s)

Prior to painting, all minor cracks and nail holes not containing nails will be filled. Spot prime as needed, and we will apply one to two coats of Sherwin Williams Interior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim 82.00 Feet \$214.63

ProClassic Waterborne Semi-Gloss: 2 Coat(s)

Doors 42.00 Square Feet \$134.74

ProClassic Waterborne Semi-Gloss: 2 Coat(s)

BATHROOMS SUBTOTAL \$820.00

GRAND TOTAL \$4,322.96

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Interior Paint Options



Duration Home Interior

<u>Duration Home® features technology that repels stains. It also has advanced stain blocking technology to seal in stains already on your walls.</u>

- Most stains wipe clean with water or mild soap
- Anti-microbial agents inhibit the growth of mold and mildew on the paint surface
- Moisture Resistant Technology offering quick return to service & durability in moist environments like bathrooms
- Ideal for high-traffic residential and commercial spaces
- No color rub-off and less visible shine after washing
 - Backed by
- Available in flat, matte, satin and semi-gloss sheens.

Upgrade Price: \$0.00



Emerald Interior

Emerald® advanced stain blocking technology delivers best-in-class overall performance. To ensure a beautiful, smooth finish and stunning color for years to come.

Exceptional hide, coverage, durability, and washability

- <u>Delivers a smooth, uniform finish</u>
- Anti-microbial agents inhibit the growth of mold and mildew on the paint surface
- Available in all Sherwin-Williams colors and custom tints in flat, matte, satin and semi-gloss sheens.

Upgrade Price: \$189.97

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Emerald Interior Emerald® advanced stein blocking technology delivers best in class overall performance. To ensure a beautiful, smooth finish and stunning color for years to come.

- · Paint and primer in one with a smooth uniform finish, allowing you to achieve stunning results with our best hide yet
- Provides the finest color with a virtually flawless appearance, advanced washability in all finishes and has outstanding resistance to water streaking and spotting
- Contains anti-microbial agents that inhibit the growth of mold and mildew on the paint surface
- Meets the most stringent VOC regulations. at <50 g/L VOC
- · Has 200 brand new hues curated into five designer color collections available in Emerald Design Edition Paint only
- Available in flat, satin and gloss sheens

Upgrade Price: \$740.19

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Agreement

Default Conditions

Statements

The term "Agreement" shall mean this submitted, authorized, and accepted proposal. This document represents and states the total scope of work between the Client, **Rob Menard** and Fresh Coat. Please thoroughly read and understand all area project descriptions within this proposal. **Fresh Coat Clearwater** is not required to perform any services or tasks not specifically described within this proposed Agreement.

Both Client and Fresh Coat agree that the nature of the type of work Fresh Coat does may require delays due to adverse weather conditions that may reasonably delay the start and/or completion of the project. Both Client and Fresh Coat agree to act reasonably based on the current weather to start on the start date and complete the project by the end date. Both Client and Fresh Coat agree that the Client shall reasonably cooperate to provide access to the interior of the home and exterior to allow the start, completion and rectifications to the project. All Agreements, proposals and contracts are contingent upon reasonable delays beyond Fresh Coat's control.

D: 4- J C44 D-4	C44 T2	E-4 D4'	
Projected Start Date:	Start Time: :	Est. Duration:	

THE TERMS OF THIS PROPOSAL MAY BE WITHDRAWN AT THE SOLE DISCRETION OF FRESH COAT IF NOT ACCEPTED BY CLIENT WITHIN 15 DAYS OF PROPOSAL. CLIENT AGREES AND UNDERSTANDS THAT ALL PROJECT DATES ARE QUOTED ON A FIRST COME FIRST SERVE BASIS.

Color and Product Selections

- Client selects and is responsible for choices of color(s) of coatings and related finish types(sheen) no less than 24 hours prior to start date and time. All preparation products and paint/coating materials are included in price unless otherwise noted.
- 2. Fresh Coat is not responsible for the selection of paint colors/finishes, color variation between paint manufacture charts, or color fading due to sunlight, heat, age, or moisture.
- 3. If the Client changes paint color after paint has been purchased, additional materials and labor charges will be incurred
- 4. Excess tinted paint will be left at the property. No additional paint or maintenance packages are included in the Agreement, unless otherwise noted.
- 5. All colorized/tinted paint products supplied by Fresh Coat, or the Client is the sole property of the Client. All federal, state, or local laws governing storage, transportation, handling and disposal of any paint products used in fulfillment of the Agreement is the sole responsibility of the Client.

General Conditions

- Fresh Coat will furnish all equipment, labor, and materials, including paint or coatings (unless otherwise agreed upon in the Agreement) reasonably necessary to complete the project scope of work stated in the proposal.
- All work to be completed in a workmanlike manner according to Painting Contractors Association (PCA)
 within accepted industry standards, sanctioned application methods and best practices to a level 3 finish
 unless otherwise noted within the proposal. <u>Please Click Here for Painting Contractors Association standards.</u>
 (hyperlink)
- 3. Fresh Coat agrees to perform all work listed within this proposal. Any alterations or deviation from this proposal and/or Agreement specifications involving any extra costs will be executed only upon written and signed **Change Orders** and will become an extra charge over and above this authorized and signed Agreement. The addition of any change orders shall not delay payment for the initial proposal Agreement.
- 4. Execution and delivery of all accepted proposals, understandings and revisions are contingent upon strikes, accidents, delays, Acts of God, or other matters beyond Fresh Coat's control.
- 5. Clients are responsible for any necessary or required permits. Fresh Coat will comply will all state and local requirements.
- 6. In no event will Fresh Coat be liable to the Client for any incidental, consequential, exemplary, indirect, special or punitive damages arising out of this Agreement or its termination, regardless of the form of action and regardless of whether Fresh Coat has been advised of the possibility of any such loss or damage.
- 7. Notwithstanding any other provision of this Agreement to the contrary, if Fresh Coat is held liable to the Client for any loss or damage, its liability will be limited to an amount equal to the amount Client paid Fresh Coat for the services or \$1,000, whichever is greater. The Clients acceptance and receipt of that amount will be the Clients excusive remedy against Fresh Coat, regardless of the legal theory used to determine that Fresh Coat was liable. Fresh Coat shall not be liable to any third person because of this Agreement.
- 8. This Agreement and any written addenda constitute the entire Agreement between the parties relating to its subject matter. The terms of this contract shall not be modified verbally. FRESH COAT is a registered trademark of F.C. Franchising Systems, Inc. and each Fresh Coat location is an independently owned and licensed user of that trademark. Proprietary and confidential property of F.C. Franchising Systems, Inc. is used under license. If any provision of this Agreement is unenforceable under applicable law, that provision will be deemed modified to the

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extent necessary to permit its enforcement to the maximum extent permitted by law, without affecting the remaining provisions of this Agreement.

9. Client understands and acknowledges that: "FRESH COAT" is the trade name of an independently owned local franchise of F.C. Franchising Systems, Inc. ("FCFSI"). This Agreement is between Client and Fresh Coat only. FCFSI is not a party to this Agreement and shall have no liability or obligation to Client. FCFSI does not have the authority to, and does not in practice, direct or control Fresh Coat's day-to-day operation. FCFSI is a thirdparty beneficiary of this paragraph. Client agrees not to assert or commence any claim, demand, legal action or suit against FCFSI for any injury, damage or loss sustained due to the breach of this Agreement or due to any act or omission by Fresh Coat.

Limited Warranty

- 1. Fresh Coat will repaint areas where coating failure is reasonably caused by intercoat peeling (defined as when coatings solely applied by Fresh Coat peel away from previously existing coatings) has occurred. This Warranty is only valid upon completion of the project AND is contingent upon full compliance with the warranty, payment and general conditions set forth below.
- 2. The term of the Fresh Coat warranty is: ONE YEAR FOR ONE COAT or TWO YEARS FOR TWO COATS of Fresh Coat supplied paint.

*Excludes epoxy flooring, decks, stained/sealed concrete, and cabinetry

Warranty Conditions

This warranty is void under the following circumstances:

- 1. If Full Payment as defined in the service Agreement has not been received.
- 2. Total coat peeling (any peeling to bare surface) or intercoat peeling reasonably caused by moisture, mold, mildew, heat fire, structural damage, or the existence of crayon, grease, oil, makeup, or any petroleum products.

FRESH COAT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED ABOVE. WORK PERFORMED FOR VALID WARRANTY REQUESTS SHALL BE STARTED WITHIN 90 DAYS OF WRITTEN NOTICE FROM THE DATE OF THE REQUEST.

Payment Terms

- To reserve the suggested project date please attach a check, valid credit card, or funded and signed loan documents for up to 20% of the grand total.
- 2. Progress payments requests may be submitted, at the owners discretion. No more than 90% of the project may be requested before completion.
- 3. Total balance due upon completion. If Change Orders have been submitted on a project, it is not to delay payment for original agreement.

Payment Conditions

- 1. The Client agrees to pay Fresh Coat the total amount owed for all services specified in this Agreement immediately upon completion on the project, unless the Client agrees to other payment terms that are indicated within this Agreement. Rob Menard (Client) (Fresh Coat).
- 2. Fresh Coat is not obligated to do any work or service unless expressly specified and documented within this Agreement and attached Change Orders.
- 3. Upon notification of project completion, the Client may request a "walk through" of the project. The walk through shall take place within 24 hours of the notification of completion. Any additional work or alteration(s) of the stated scope of work described in the original Agreement shall be signed by both parties.
 - a) A written action list created during the walk through will be submitted to Fresh Coat for any corrective actions, that fall under the preset scope of work within the Agreement.
 - b) Once these corrective actions can be reasonably rectified, the action list will be signed off by the Client. The signed list will become part of the Agreement.
 - c) No service, other than that included on the list, shall be deemed unacceptable
 - d) Additional walk throughs or issues that are identified after the initial 24 hours are up the discretion of independent business owner.
- 5. The Client agrees to pay Fresh Coat the full amount specified on the Agreement less only that amount related to the touch up work which is up to 10% of the scope of work. No reduction in payment will be withheld against the submitted invoice for the completed project. Upon completion of the corrective actions the Client agrees to pay the balance due per the Agreement.
- 6. Fresh Coat agrees to hold the Client free from lien after full payment has been made per the Agreement. The

Client agrees to pay all costs of collection, legincurred or paid by Fresh Coat in enforcing the 7. Any cancellations or postponement of service equal to 20% of the total Agreement amount.	nis Agreement and collecting the es after 3 BUSINESS DAYS from	sums owed hereunder.
ACCEPTANCE OF AGREEMENT		
Client Authorized Signature:	Date:	
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Fresh Coat Authorized Signature:	Date:

- Fresh Coat is to furnish all materials and labor in accordance with this Agreement specifications and stated scope of work here within for the sum of, \$ \$4,322.96
- By signing this Agreement, I acknowledge that I have read and understand the terms of this Agreement. Additionally, the above prices, specifications, and conditions, including payment terms are hereby accepted by me the Client. I authorize Fresh Coat to do the work as specified. I understand that I am responsible to pay for all supplies and services provided that arise from or are related to this Agreement. By accepting this Agreement, I am authorizing Fresh Coat to charge all payments to my credit card, process my check, or loan as specified in this Agreement.

Notice to Client

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

FRESH COAT

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. If you wish to cancel the contract, please feel free to review the web site wherein you may cancel the contract electronically as well.

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at	ures
	Company Authorized Signature
	Name
	Sign Date
	Customer Authorized Signature
	Name
	Sign Date

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eQuote - Commercial Exterior

Project:	Customer:

Commercial Rob Exterior Menard Address: Address: 1700 North 1700 Ford ave, North Ford Clearwater, ave, Clearwater FL, United States , FL, Email: robm United enardbass States @gmail.co Email: rob menardba

> ss@gmail. com

Fresh Coat Clearwater 654 Sweetbriar Dr. , Oldsmar, FL, United States (727) 899-0844

Andre Lessa - Alessa@freshcoatpainters.com https://freshcoatpainters.com/locations/clearwater/



About Fresh Coat



Fresh Coat Painters' History & Promise

With services in more than 100 major cities across North America, Fresh Coat's experienced business owners and their **professional painters** understand how important your surroundings are to you. We know whether we're painting the interior or exterior of your home or the inside and outside of your office, condominium, or apartment building, you expect the very best service at a competitive price.

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Reviews

SOME OF OUR GOOGLE REVIEWS

- We have used their services for the exterior of the house, ceilings, a bedroom, and full bathroom. They
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- Wonderful, pleasant experience! GREAT work. Extremely professional and knowledgeable. Informed
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 pressure wash the house. Great crew of guys. Made our home look and feel new again! A family
 member referred me after I noticed the amazing paint job. Now Andre has my business and two
 neighbors, and two friends out in Bellaire Beach. <u>Jean-Francis Imani</u>
- Easy communication and great custom work done by a wonderful group of guys. Could not be happier
 on how beautiful my home looks! They really do mean Painting Done right. Recommend to anyone and
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Proposal

FRONT SIDE / CEILING

Surfaces Surface Price

Ceiling / Columns \$1,413.44

Duration Exterior Satin Copy*: 2 Coat(s)

Stucco \$1,220.74

Duration Exterior Satin Copy*: 1 Coat(s)
Loxon Exterior Primer/Sealer: 1 Coat(s)

Prior to painting, all minor cracks will be filled and sealed with the correct caulk. Spot prime as needed or apply a coat of Loxon Exterior Primer/Sealer before applying one to two coats of Sherwin Williams Exterior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim / Soffit \$211.98

ProClassic Waterborne Semi-Gloss: 1 Coat(s)

Garage Door(s) \$0.00

Duration Exterior Satin Copy*: 2 Coat(s)

FRONT SIDE / CEILING SUBTOTAL \$2,846.16

RIGHT SIDE

Surfaces Surface Price

Stucco \$569.68

Duration Exterior Satin Copy*: 1 Coat(s)
Loxon Exterior Primer/Sealer: 1 Coat(s)

Prior to painting, all minor cracks will be filled and sealed with the correct caulk. Spot prime as needed or apply a coat of Loxon Exterior Primer/Sealer before applying one to two coats of Sherwin Williams Exterior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim / Soffit \$97.15

ProClassic Waterborne Semi-Gloss : 1 Coat(s)

Power Washing \$73.45

Simple Green: 1 Coat(s)

RIGHT SIDE SUBTOTAL \$740.28

BACK SIDE

Surfaces Surface Price

Stucco \$1,356.38

Duration Exterior Satin Copy*: 1 Coat(s)
Loxon Exterior Primer/Sealer: 1 Coat(s)

Prior to painting, all minor cracks will be filled and sealed with the correct caulk. Spot prime as needed or apply a coat of Loxon Exterior Primer/Sealer before applying one to two coats of Sherwin Williams Exterior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim / Soffit \$158.98

ProClassic Waterborne Semi-Gloss : 1 Coat(s)

Power Washing \$166.76

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Simple Green: 1 Coat(s)

BACK SIDE SUBTOTAL

\$1,682.12

LEFT SIDE

Surfaces Surface Price

Stucco \$895.21

Duration Exterior Satin Copy*: 1 Coat(s)
Loxon Exterior Primer/Sealer: 1 Coat(s)

Prior to painting, all minor cracks will be filled and sealed with the correct caulk. Spot prime as needed or apply a coat of Loxon Exterior Primer/Sealer before applying one to two coats of Sherwin Williams Exterior Acrylic Latex paint in a cleanable satin finish (unless the client specifies otherwise). Client to provide color.

Trim / Soffit \$158.98

ProClassic Waterborne Semi-Gloss : 1 Coat(s)

Power Washing \$116.14

Simple Green: 1 Coat(s)

LEFT SIDE SUBTOTAL \$1,170.33

GRAND TOTAL \$6,438.89

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Exterior Paint Options



Duration Exterior

Duration Premium Exterior Coating is formulated with PermaLast® technology and infused with advanced acrylic co-polymers for long-lasting performance.

- Excellent durability, hide, and protection from cracking, peeling and blistering
- Flash rust resistance minimizes nail head rusting and its tannin bleed resistance.
- Low temperature application down to 35° F.
- Sherwin-Williams VinylSafe® colors available
- Available in flat, satin, gloss, and Low Lustre
 - Backed by a lifetime limited warranty.



Emerald Exterior

Emerald Revolutionary technology with best-in-class overall performance. Our finest exterior paint.

- This premium paint allows you to achieve stunning exterior results that stand the test of time.
- Offers premium performance that stands the test of time, coupled with exceptional beauty and excellent application.
- Resistant to blistering, peeling, fading and dirt pickup, as well as a mildew-resistant coating.
- Smooth, uniform appearance.
- Available in flat, satin, and gloss
- Meets the most stringent VOC regulations and is backed by a limited lifetime warranty.

Upgrade Price: \$220.34

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Emerald Rain Refresh

For a durable, just-painted look that lasts, choose Emerald® Rain Refresh™ Exterior Acrylic Latex with Self-Cleaning Technology. An ultra-durable coating that not only looks great, it stays looking great, minimizing maintenance for homeowners.

- Formulated to be self-cleaning by shedding dirt upon rain or water contact
- UV & weather protection
- Durable performance
- Available in flat, satin, and gloss

Upgrade Price: \$441.44

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Agreement

Default Payment Terms

Upon Completion

Default Conditions

Statements

The term "Agreement" shall mean this submitted, authorized, and accepted proposal. This document represents and states the total scope of work between the Client, **Rob Menard** and Fresh Coat. Please thoroughly read and understand all area project descriptions within this proposal. **Fresh Coat Clearwater** is not required to perform any services or tasks not specifically described within this proposed Agreement.

Both Client and Fresh Coat agree that the nature of the type of work Fresh Coat does may require delays due to adverse weather conditions that may reasonably delay the start and/or completion of the project. Both Client and Fresh Coat agree to act reasonably based on the current weather to start on the start date and complete the project by the end date. Both Client and Fresh Coat agree that the Client shall reasonably cooperate to provide access to the interior of the home and exterior to allow the start, completion and rectifications to the project. All Agreements, proposals and contracts are contingent upon reasonable delays beyond Fresh Coat's control.

D: 4- J C44 D-4	C44 T2	E-4 D4'	
Projected Start Date:	Start Time: :	Est. Duration:	

THE TERMS OF THIS PROPOSAL MAY BE WITHDRAWN AT THE SOLE DISCRETION OF FRESH COAT IF NOT ACCEPTED BY CLIENT WITHIN 15 DAYS OF PROPOSAL. CLIENT AGREES AND UNDERSTANDS THAT ALL PROJECT DATES ARE QUOTED ON A FIRST COME FIRST SERVE BASIS.

Color and Product Selections

- 1. Client selects and is responsible for choices of color(s) of coatings and related finish types(sheen) no less than 24 hours prior to start date and time. All preparation products and paint/coating materials are included in price unless otherwise noted.
- 2. Fresh Coat is not responsible for the selection of paint colors/finishes, color variation between paint manufacture charts, or color fading due to sunlight, heat, age, or moisture.
- If the Client changes paint color after paint has been purchased, additional materials and labor charges will be incurred.
- Excess tinted paint will be left at the property. No additional paint or maintenance packages are included in the Agreement, unless otherwise noted.
- 5. All colorized/tinted paint products supplied by Fresh Coat, or the Client is the sole property of the Client. All federal, state, or local laws governing storage, transportation, handling and disposal of any paint products used in fulfillment of the Agreement is the sole responsibility of the Client.

General Conditions

- Fresh Coat will furnish all equipment, labor, and materials, including paint or coatings (unless otherwise
 agreed upon in the Agreement) reasonably necessary to complete the project scope of work stated in the
 proposal.
- All work to be completed in a workmanlike manner according to Painting Contractors Association (PCA) within accepted industry standards, sanctioned application methods and best practices to a level 3 finish unless otherwise noted within the proposal. <u>Please Click Here for Painting Contractors Association standards</u>.
 (hyperlink)
- 3. Fresh Coat agrees to perform all work listed within this proposal. Any alterations or deviation from this proposal and/or Agreement specifications involving any extra costs will be executed only upon written and signed **Change Orders** and will become an extra charge over and above this authorized and signed Agreement. The addition of any change orders shall not delay payment for the initial proposal Agreement.
- 4. Execution and delivery of all accepted proposals, understandings and revisions are contingent upon strikes, accidents, delays, Acts of God, or other matters beyond Fresh Coat's control.
- Clients are responsible for any necessary or required permits. Fresh Coat will comply will all state and local requirements.
- 6. In no event will Fresh Coat be liable to the Client for any incidental, consequential, exemplary, indirect, special or punitive damages arising out of this Agreement or its termination, regardless of the form of action and regardless of whether Fresh Coat has been advised of the possibility of any such loss or damage.
- 7. Notwithstanding any other provision of this Agreement to the contrary, if Fresh Coat is held liable to the Client for any loss or damage, its liability will be limited to an amount equal to the amount Client paid Fresh Coat for the services or \$1,000, whichever is greater. The Clients acceptance and receipt of that amount will be the Clients excusive remedy against Fresh Coat, regardless of the legal theory used to determine that Fresh Coat was liable. Fresh Coat shall not be liable to any third person because of this Agreement.
- 8. This Agreement and any written addenda constitute the entire Agreement between the parties relating to its subject matter. The terms of this contract shall not be modified verbally. FRESH COAT is a registered trademark of F.C.

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Franchising Systems, Inc. and each Fresh Coat location is an independently owned and licensed user of that trademark. Proprietary and confidential property of F.C. Franchising Systems, Inc. is used under license. If any provision of this Agreement is unenforceable under applicable law, that provision will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by law, without affecting the remaining provisions of this Agreement.

9. Client understands and acknowledges that: "FRESH COAT" is the trade name of an independently owned local franchise of F.C. Franchising Systems, Inc. ("FCFSI"). This Agreement is between Client and Fresh Coat only. FCFSI is not a party to this Agreement and shall have no liability or obligation to Client. FCFSI does not have the authority to, and does not in practice, direct or control Fresh Coat's day-to-day operation. FCFSI is a third-party beneficiary of this paragraph. Client agrees not to assert or commence any claim, demand, legal action or suit against FCFSI for any injury, damage or loss sustained due to the breach of this Agreement or due to any act or omission by Fresh Coat.

Limited Warranty

- Fresh Coat will repaint areas where coating failure is reasonably caused by intercoat peeling (defined as
 when coatings solely applied by Fresh Coat peel away from previously existing coatings) has occurred. This
 Warranty is only valid upon completion of the project AND is contingent upon full compliance with the
 warranty, payment and general conditions set forth below.
- 2. The term of the Fresh Coat warranty is: ONE YEAR FOR ONE COAT or TWO YEARS FOR TWO COATS of Fresh Coat supplied paint.
 - *Excludes epoxy flooring, decks, stained/sealed concrete, and cabinetry

Warranty Conditions

This warranty is void under the following circumstances:

- 1. If Full Payment as defined in the service Agreement has not been received.
- Total coat peeling (any peeling to bare surface) or intercoat peeling reasonably caused by moisture, mold, mildew, heat fire, structural damage, or the existence of crayon, grease, oil, makeup, or any petroleum products.

FRESH COAT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED ABOVE. WORK PERFORMED FOR VALID WARRANTY REQUESTS SHALL BE STARTED WITHIN 90 DAYS OF WRITTEN NOTICE FROM THE DATE OF THE REQUEST.

Payment Terms

- To reserve the suggested project date please attach a check, valid credit card, or funded and signed loan documents for up to 20% of the grand total.
- 2. Progress payments requests may be submitted, at the owners discretion. No more than 90% of the project may be requested before completion.
- 3. Total balance due upon completion. If Change Orders have been submitted on a project, it is not to delay payment for original agreement.

Payment Conditions

- 1. The Client agrees to pay Fresh Coat the total amount owed for all services specified in this Agreement immediately upon completion on the project, unless the Client agrees to other payment terms that are indicated within this Agreement. Rob Menard (Client) ______ (Fresh Coat).
- Fresh Coat is not obligated to do any work or service unless expressly specified and documented within this Agreement and attached Change Orders.
- 3. Upon notification of project completion, the Client may request a "walk through" of the project. The walk through shall take place within 24 hours of the notification of completion. Any additional work or alteration(s) of the stated scope of work described in the original Agreement shall be signed by both parties.
 - a) A written action list created during the walk through will be submitted to Fresh Coat for any corrective actions, that fall under the preset scope of work within the Agreement.
 - b) Once these corrective actions can be reasonably rectified, the action list will be signed off by the Client. The signed list will become part of the Agreement.
 - c) No service, other than that included on the list, shall be deemed unacceptable
 - d) Additional walk throughs or issues that are identified after the initial 24 hours are up the discretion of independent business owner.
- 5. The Client agrees to pay Fresh Coat the full amount specified on the Agreement **less** only that amount related to the touch up work which is up to 10% of the scope of work. No reduction in payment will be withheld against the submitted invoice for the completed project. Upon completion of the corrective actions the Client agrees to pay the balance due per the Agreement.
- 6. Fresh Coat agrees to hold the Client free from lien after full payment has been made per the Agreement. The Client agrees to pay all costs of collection, legal expenses, and attorney's fees, whether hourly or contingent, incurred or paid by Fresh Coat in enforcing this Agreement and collecting the sums owed hereunder.
- 7. Any cancellations or postponement of services after **3 BUSINESS DAYS** from acceptance is subject to a fee equal to 20% of the total Agreement amount.

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as specified in this Agreement.





ACCEPTANCE OF AGREEMENT	
Client Authorized Signature:	Date:
Fresh Coat Authorized Signature:	Date:
scope of work here within for the sum of, \$ \$ • By signing this Agreement, I acknowledge the Additionally, the above prices, specifications	or in accordance with this Agreement specifications and stated \$6,438.89 nat I have read and understand the terms of this Agreement. a, and conditions, including payment terms are hereby accepted to the work as specified. I understand that I am responsible to

Notice to Client

Agreement, I am authorizing Fresh Coat to charge all payments to my credit card, process my check, or loan

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

FRESH COAT

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. If you wish to cancel the contract, please feel free to review the web site wherein you may cancel the contract electronically as well.

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	res	
С	Company Authorized Signature	
N	lame	
	Sign Date	
С	Customer Authorized Signature	
N	lame	
	sign Date	

Printed On: 11/20/2024 04:06:05 PM 10 of 10

From: Hannah Menard <hannah.cwbrewco@gmail.com>

Sent: Friday, November 22, 2024 12:59 PM

To: Baltas, Julia

Subject: Fwd: Clearwater Brewing Company // Awnings Quote

CAUTION: This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message ------

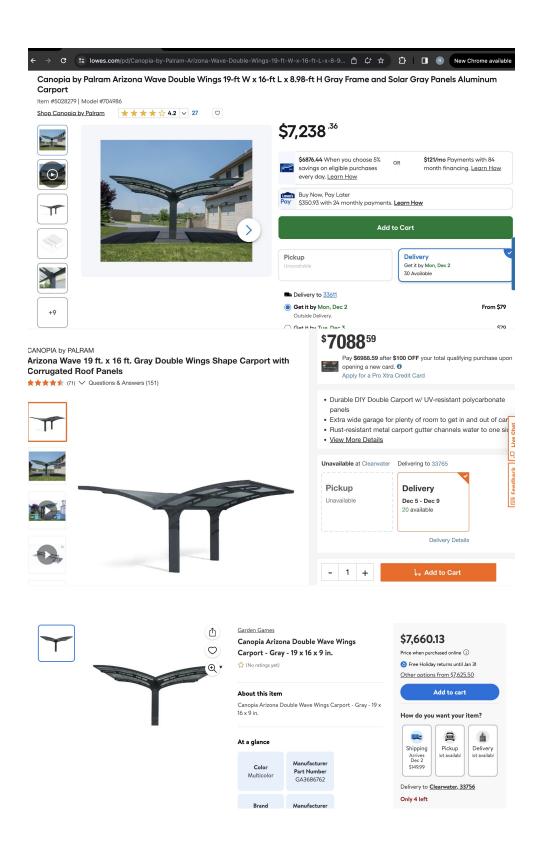
From: Hannah Menard < hannah.cwbrewco@gmail.com >

Date: Fri, Nov 22, 2024 at 12:59 PM

Subject: Clearwater Brewing Company // Awnings Quote

To: < Vickie. Shire@myclearwater.com >

Permanent awning that would go in the family turfed section to provide shade to guests, kids, etc.



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BABBITT, JAKE ALEXANDER

CLASSIC CONSTRUCTION LTD. CO. 14450 46TH STREET N CLEARWATER FL 33762

LICENSE NUMBER: CCC1333826

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

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Always verify licenses online at MyFloridaLicense.com

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This is your license. It is unlawful for anyone other than the licensee to use this document.







WORK PROPOSAL

SEP 24, 2024

We can help you with Residential & Commercial Roofing

14450 46th St N Suite 110 Clearwater, Fl 33762 (727)329-8023

ROB MENARD

1700 N Fort Harrison Ave Clearwater, FL 33755

INTRODUCTION

Hi Rob.

Thank you for the opportunity to provide you with a quote for your project. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

- 1. Remove and disposal of old materials
- 2. Supply and install new materials
- 3. Clean up of entire work area (all nails and other materials)
- 4. Clean all gutters (if roof is done)
- 5. Your own dedicated Production Scheduling team
- 6. All workers are employees of Classic Roofing and Construction
- 7. We are Licensed to work in your geographical region
- 8. Audit of all work completed by Quality Control Officer
- 9. Extended warranties available with every roof

We don't want you to be personally liable should a worker happen to get injured therefore we maintain current insurance for all employees and crews. We carry \$1,000,000 in liability insurance and workers compensation insurance (the state minimum is \$300,000).

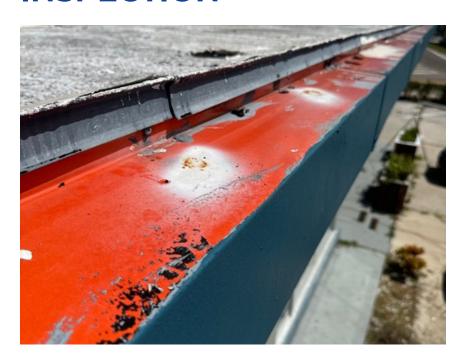
As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, complete an additional full inspection on your home to ensure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Simon Lawrence | Simon@classichomepros.com

INSPECTION









MODIFIED BITUMEN FLAT ROOF

Description

House (Roofing)

Tear off exisiting roof down to plywood

If bad or rotten wood is discovered, it will be replaced (additional charge)

Install a custom to fill built-up insulated pitched system for proper water flow

Install Certainteed peel & stick underlayment base sheet

Install new drip edge, vents, pipe and chimney flashings (new flashing may be extra charge)

Install Certainteed modified bitumen GTA Cap Sheet

Classic Roofing Warranty 10 Years Workmanship

10 Years Material Defect

Permit, Dumpster, Delivery, and Taxes included

Quote subtotal \$22,195.00

Total \$22,195.00

AUTHORIZATION

Modified Bitumen Flat Roof

\$22,195.00

Name: Rob Menard

Address: 1700 N Fort Harrison Ave, Clearwater, FL

Estimates valid for 30 days from date of estimate / A 10% deposit is required before any project begins

Optional Upgrades

Description	Line total
☐ Install 6" K gutters around entire building with 6 Dov	vnspouts. \$4,960.00
Customer Comments / Notes	My Product Selections
	Shingle color
	Drip edge color
Rob Menard:	Date:

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

TERMS AND CONDITIONS

(A) YOU THE OWNER MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER YOU HAVE SIGNED THIS CONTRACT. YOU MAY CANCEL FOR ANY REASON WITHOUT CAUSE BY WRITTEN NOTICE TO CLASSIC ROOFING AND CONSTRUCTION. CANCELLATION AFTER THE THIRD BUSINESS DAY WILL RESULT IN \$500 OF LIQUIDATED DAMAGES PLUS ANY ADDITIONAL COST INCURRED FOR SERVICES INCLUDING BUT NOT LIMITED TO PERMIT, MATERIAL RESTOCKING FEE, NOTICE OF COMMENCEMENT RECORDING FEE. CANCELLATION WITHIN TEN CALENDAR DAYS OF YOUR SCHEDULED START DATE WILL RESULT IN A 25% LIQUIDATED DAMAGES OF YOUR CONTRACTED AMOUNT. ALL CANCELLATION FEES ARE DUE WITHIN 24 HOURS OF YOUR CANCELLATION OF YOUR CONTRACT. [

(B) NOTICE TO THE OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO SECTIONS 713.001-713.37, FLORIDA STATUTES. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THE CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles onto my roof (if applicable), or installation of siding. Classic Roofing and Construction is not liable for such damages.

I understand and agree to the following additional charges should they arise on my project:

- · Additional layers of shingles: \$15/SQ
- · Additional layers of underlayment: \$10/SQ
- · Asbestos products: Varies per project
- · If a full roof wood re-deck is required, plywood will be an additional \$15/sheet.

Wood Charges: Plywood: \$90/sheet Fascia: \$10/LF Dimensional Wood Decking: \$10/LF

It is the homeowner's responsibility to locate the AC and plumbing lines in the attic to ensure they are not near the roofline. We are not responsible for any repairs that may need to be done if the AC or plumbing line is punctured by a roof nail.

I understand that hammering may create vibrations that can cause minor plaster or drywall blemishes which are beyond the contractor's control and not the responsibility of the contractor to repair.

I understand that if I have a roof-mounted satellite dish and decide to keep the satellite dish that Classic Roofing and Construction will NOT reinstall the satellite dish. I understand that the satellite dish may be left hanging on the side on my house and it is my responsibility to contact the satellite dish service provider to reinstall the satellite dish.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. Classic Roofing and Construction is not liable for repairing said damage. [

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Classic Roofing and Construction provides a 2-year Workmanship Warranty on portions of the

project in which Classic Roofing and Construction fully replaced any existing products. Full warranty details are available by request. []
I certify that I am the registered owner of the above project property, or have the legal permission to authorize Classic Roofing and Construction to perform the work as stated and agree to pay the total project price.
I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.
I understand that approval of my estimate is subject to customer credit approval by Classic Roofing and Construction. agree that Classic Roofing and Construction may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.
I understand that Classic Roofing and Construction is not responsible for any damage created by a third-party vendor including but not limited to waste container company, material distribution company, or city/county inspectors. Damage can include driveways, landscaping, irrigation, garage doors, etc. []
Tile and Metal projects require a 30% deposit on the entire project cost. This deposit is NOT refundable.
Stone-Coated Metal projects require 40% deposit on the entire project cost for material to be ordered. An additional 20% of project cost is due once the dry-in phase is started. An additional 20% of project cost is due once the stone-coated metal arrives to the property. The initial 40% deposit is NOT refundable.
The company has the right to order excess material. These materials will not be charged above the agreed upon price. All excess materials belong to the company. []
All material is guaranteed as specified. All work is to be completed in a workman-like manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. []
Any representation, statement or any other communication not written or referred to in this agreement, are agreed to be immaterial and not relied on by either party and do not survive the execution of this agreement.
If any provision of this agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby. []
LIQUIDATED DAMAGES: If this agreement is cancelled pursuant to Section A above, Company shall within ten days after cancellation tender to Customer any payments, partial payments or deposits made by Customer, except for amounts reasonably necessary to prevent damage to the property.
Owner and Contractor hereby agree that contractor is not responsible for rectifying or repairing any prior work that was not to code or properly permitted, even if the work contractor damages the items that are not compliant. The parties acknowledge that had the work been constructed to proper building codes and/or permitted properly, any and all damage that contractor may cause could have been prevented. Further, Owner and contractor hereby agree that any damage to the home during construction which is primarily due to conditions not up to present building codes or not properly permitted, is the sole responsibility of the Owner to repair/replace/fix. Any damage during the work contemplated herein that is due to any prior defective work by others or concealed, unknown or unusual conditions shall not be the responsibility of Company. The Contract Price has been based on normal conditions, without allowance for any extra work that might be caused by uncontemplated conditions. If Company encounters any conditions that require extra work, the cost for this additional work, plus Company's overhead and profit, shall be added to the Contract Price. []
The maximum allowable retainage for any punch-out will be 5% of the original contract price. I understand and agree that the final inspection is not considered punch out and I cannot hold payment while waiting for a final inspection. []
I understand that payment for the project is due the SAME DAY the project is completed. I agree to have a check

for the project amount ready the same day the project is completed. Any additional charge for wood or extras will

I acknowledge that I have read and understand this page. Initials:

be billed separately. This payment is due within 48 hours of the bill being sent. I understand any payment not made within this payment schedule may result in a <u>daily</u> late fee of up to \$50. []
I acknowledge and accept all terms and conditions of this contract.
Rob Menard Date:

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Rob, our gift to you. Pay \$981.34 \$781.34 for this order. Get a \$200 Amazon Gift Card upon approval for Prime Visa.

Find out how

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Deselect all items

Price

\$1858

\$4398



Euphorbia Crown of Thorns Plant Decor, Perennial Plants

In Stock

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This is a gift Learn more

Style: Plant Decor

6

Delete Save for later

Compare with simi



American Plant Exchange Gardenia Veitchii Bush,

In Stock

FREE delivery Nov 24 - 27 for Prime members

Gift options not available. Learn more

Color: Mini Bush Veitchii

R

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\$1199

Save >

\$2087

(\$0.24 / Count) Save more with

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CHUXAY GARDEN Blue Polemonium Caeruleum-

Only 19 left in stock - order soon.

Two-Day FREE delivery Sat, Nov 23 **FREE Returns**

This is a gift Learn more

7

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Compare with simi



1G Silverado Sage Plant, Shrubs Live in Planters for

In Stock

FREE delivery Tue, Dec 3 for Prime members

Gift options not available. Learn more

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Save for later

Compare with simi

Subtotal (50 items): \$2,457.90

This order contains a gift

Proceed to checkout

Related products with fast delivery



30+ Hibiscus/ Perennial Flower Seed/ Easy to... 3,005

Add to cart



LGJIAOJIAO 3ftx50ft Weed Barrier Landsca... 2,550

\$9.59

Add to cart



EASIHOLD Mulch Glue -1.3 Gallon / XL Size -... 5,062

\$59.99

Add to cart



18LB River Rocks, Mexican Beach...

\$39.98

Add to cart



12PCS Purple Shamrocks Bulbs Goo... 2.136

\$6.03

Add to cart



Hibiscus Plants, Hibiscus Tree Live Plant, Hardy Hibiscus

\$3598

In Stock

Shipped from: MINH TAN LLC

\$34.99 delivery **Nov 29 - Dec 2**

Gift options not available. Learn more

Color: Tequila

6

Delete Save for later

Compare with simi



Brighter Blooms - Sweetbay Magnolia Tree, 3-4 ft. - No

\$119⁹⁵

Only 15 left in stock - order soon.

Shipped from: Brighter Blooms Nursery

FREE delivery Nov 27 - Dec 3

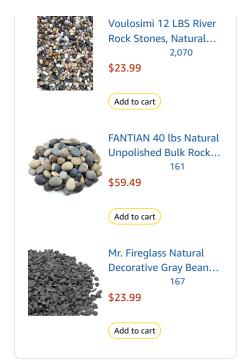
Gift options not available. Learn more

Size: 3-4ft

7

Delete Save for later

Compare with simi





Quibbay 45 LB Natural River Rocks Mexican Beach Pebbles,

\$**72**99

Save \$5.00 Clip Coupon

In Stock

Two-Day FREE delivery **Sat, Nov 23**

FREE Returns

This is a gift Learn more

Color: 45LB

Size: Mini(0.6-0.9 CM)



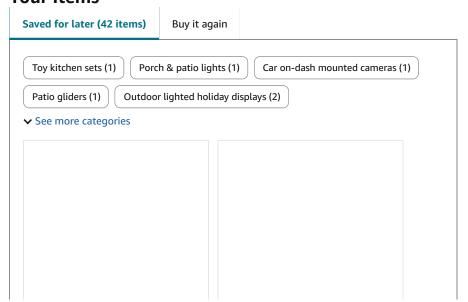
Delete

Save for later

Compare with similar

Subtotal (50 items): \$2,457.90

Your Items



PO BOX 477 Land O' Lakes, FL 34639 PH: 813.996.0149 www.aicpainting.com PA LP-09177



PROPOSAL & AGREEMENT

11-21-24	PROJECT:	Clearwater Brewing
Clearwater Brewing Co.		1700 N. Ft. Harrison Ave
Rob		Clearwater, FL
615-480-0293	EMAIL:	robmenardbass@gmail.com
	Clearwater Brewing Co.	Clearwater Brewing Co. Rob

PAINTING DESCRIPTION OF WORK: Provide labor, materials and equipment for the following scopes of work as requested for 07900/09900 Caulking & Sealants - Paints & Coatings;

1.0 GENERAL

- 1.1 AIC Painting is to provide all supervision, labor, equipment, tools, supplies and materials to complete the exterior painting of this project.
- 1.2 All work is to be performed per information gathered during site visit, the below listed scopes, all applicable codes, OSHA requirements and industry standards.
- 1.3 Work shall be done by skilled, master painters.
- 1.4 AIC Painting is to verify all paint color selections prior to commencement.
- 1.5 AIC shall furnish its own scaffolding and/or lift equipment as necessary unless arranged otherwise, including all safety equipment per OSHA requirements.

2.0 EXTERIOR SCOPE OF WORK:

- 2.1 No exterior painting shall be done in inclement weather.
- 2.2 Complete exterior of building will be pressure washed to eliminate any dirt, grime, mildew or debris.
- 2.3 AIC Painting shall neatly caulk all windows if applicable, doors and necessary areas prior to paint.
- 2.4 AIC Painting shall inspect all surfaces prior to applying paint to ensure that the surface is suitable for painting. Any sub-standard surfaces will be reported before commencing work.
- 2.5 AIC Painting is responsible to protect other finish products on the exterior of the residence while performing work. Drop cloths, plastic, paper shall be used over any non-paintable items or areas, tile, pavers, concrete, windows, doors, hardware.
- 2.6 All exterior paintable surfaces will receive one (1) coat of latex primer/conditioner.
- 2.7 All exterior paintable surfaces will receive two (2) coats of finish paint via spray and back roll: i.e., stucco sheer walls, split block, columns, ceilings, decorative accents, trim, soffit, and fascia boards as applicable, minor cracking at ceiling area metal panel will be sanded to smooth imperfection if possible.
- 2.8 Daily clean up.

3.0 <u>CONTRACTOR'S RESPONSIBILITIES:</u>

- 3.1 AIC Painting confirms that we are fully licensed, insured, and carries workers compensation on each employee in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and requirements.
- 3.2 AIC Painting further acknowledges that the OWNER/BUILDER is relying on this expertise. All painting is done in accordance with the 07900/09900 Caulking & Sealants Paints & Coatings Industry Standards.
- 3.3 All OSHA guidelines and measures will be adhered to.

5.0 EXCLUSIONS:

- 5.1 Any scope of work not mentioned above, listed, or noted on walkthrough or scope of work provided to AIC. Excludes painting of wood accent below outside bar. Painting does not include rear privacy wall or dumpster enclosure area.
- 5.2 Application of specialty coatings such as epoxy, sealers, stains, polyurethanes or painting of any deck or flooring systems.

6.0 MATERIAL SPECIFICATIONS:

6.1 Exterior: Sherwin Williams Loxon primer, Super Paint unless otherwise specified.

7.0 PUNCH WORK AND WARRANTY:

- 7.1 All reasonable punch work per industry standards is included. Excessive punch work will be addressed and billed upon approval by Builder/Contractor.
- 7.2 AIC Painting hereby guarantees all workmanship and materials in the project to be free of defects for a period of one (1) year from completion date. The warranty does not cover damages, normal wear and tear, rust, neglect or abuse.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of FOUR THOUSAND THIRTY-FIVE DOLLARS.

TOTAL: \$4,035.00

8.0 TERMS OF PROPOSAL & AGREEMENT:

- 8.1 Down payment will be invoiced on jobs over \$10,000 at 30%. Remaining balance will be invoiced upon completion of project.
- 8.2 In the event this contract is referred to an attorney for enforcement or collection of any sum of money due AIC Services, Inc., all necessary costs and expenses for collection, including judicial bonds and attorney fees, shall be recoverable, in addition to the amount to satisfy the contract.
- 8.3 This proposal is good for 60 days, after that AIC Painting has the option to change and adjust scope of work and amounts.
- 8.4 AIC must be in receipt of executed proposal before any materials are to be purchased or work to be performed.
- 8.5 This proposal is solely for the benefit of the signatories hereto and represents the entire integrated agreement between parties, and supersedes all prior negotiations, representations or agreements, whether written or oral. Any and all extras must be approved prior to work commencing.

I have read, understood and agree to the Contract Proposal Agreement, General Description, Materials/Equipment Specifications, Exclusions, Warranty, Payment Terms/Agreement.

Representative For: AIC Services, Inc.	Client:		
Jay A. Canals, President	Signature		

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L21000446628

Entity Name: GREENSCAPES TAMPA BAY LLC

Current Principal Place of Business:

3848 MERIDEAN PL LAND O LAKES. FL 34639

Current Mailing Address:

3848 MERIDEAN PL

LAND O LAKES. FL 34639 US

FEI Number: 87-3118814 Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MITCHELL, DAVID W 3848 MERIDEAN PL LAND O LAKES, FL 34639 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

FILED Feb 12, 2024

Secretary of State

2721212409CC

Authorized Person(s) Detail:

Title MGR Title **MGRM**

MITCHELL, DAVID W Name JENNINGS, JEFFREY A Name 3848 MERIDEAN PL Address 3848 MERIDEAN PL Address

City-State-Zip: LAND O LAKES FL 34639 City-State-Zip: LAND O LAKES FL 34639

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

MGR

SIGNATURE: DAVID MITCHELL

Electronic Signature of Signing Authorized Person(s) Detail

02/12/2024

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHERER, ROBIN

TRUST ROOFING 2322 LAKE AVE. SE STE. A

LARGO

FL 33771

LICENSE NUMBER: CCC1332413

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.















ROOF REPLACEMENT PROPOSAL

SEP 10, 2024

We can help you with Roofing, Gutters and Repairs Residential and Commercial

Office: (813) 560-2998

ROB MENARD

1700 N Ft Harrison Clearwater, FL

reefersRob@gmail.com 6154800293 Dear Valued Customer,

I hope this letter finds you well. My name is Robin, and I am the owner of Trust Roofing. I want to personally thank you for considering Trust Roofing for your roofing needs. Our name is our promise, and we are dedicated to providing you with the highest quality roofing solutions, unparalleled customer service, and a trustworthy experience from start to finish.

At Trust Roofing, we believe that a roof is more than just a cover over your head; it's a critical component of your home's safety, value, and beauty. We understand the importance of a reliable roof, and that's why we've developed our signature Trust Shingle System, Trust Premium Concrete Tile System, and Trust Standing Seam Metal System. Each of these systems is designed to offer superior protection, durability, and aesthetic appeal, ensuring that your home is not only safe but also looks its best.

We are on a mission to raise the bar in the roofing industry. This means placing a significant emphasis on our production process to ensure consistent quality in every roof we install. We are proud to offer a concierge-level customer service experience, making your satisfaction our top priority. Our customer-oriented policies, such as payment upon completion for projects under \$30,000 and a satisfaction guarantee, demonstrate our commitment to your peace of mind. Additionally, we offer a 10-year fast service and a no-nonsense labor warranty, with an optional upgrade to 20 years, so you can rest assured that your investment is protected.

At Trust Roofing, we also understand the importance of speed and efficiency. That's why we provide 48-hour estimates and aim for a two-week lead time on residential replacements. We know that your time is valuable, and we strive to minimize any disruptions to your daily life.

Our team is our greatest asset, and we believe in taking excellent care of them. We compensate our team members at top levels and have specialists in each role, from reception and sales to permitting, production coordination, and project management. This specialization ensures that each aspect of your roofing project is handled by an expert, providing you with the best possible service. Unlike many companies that operate on a 1099 model where sales reps wear multiple hats, we have dedicated professionals for each stage of the process.

Trust Roofing has deep roots in the industry. The company was founded by my father, who got licensed and started his roofing business in California in 1983. I began roofing at the age of 15 and have since dedicated my career to scaling the company, always with the intention of taking care of as many clients and employees as possible while raising the bar in the industry I love.

We are proud to have earned over 500 five-star reviews online, a testament to our commitment to creating a great roofing experience for our clients. While we acknowledge that we are far from perfect, we strive to take responsibility for any imperfections and continuously improve our services.

Thank you again for considering Trust Roofing. We look forward to the opportunity to serve you and provide you with a roofing experience that exceeds your expectations. If you have any questions or need anything else, please don't hesitate to contact us.

Warm regards,
Scherer Lamily

Trust Roofing

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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Stay Connected

Trust Roofing

Seamless Communication Solutions

We keep you informed every step of the way. Our photo communication software gives you access to real-time project updates so you know exactly what to expect before, during, and after installation. We aim to keep you confident and worry-free, even if you're not on-site.

We know continuous communication brings peace of mind. Your project timeline link, ensures you're always in the know about your roof or siding replacement.





Share Project Timeline Link

Stay up to date with a single link from beginning to end.

Yes

No



AERIAL IMAGING

Accurate precise inspections & measurements.



CONTINUOUS COMMUNICATION

Easily connect with your project manager & stay upto-date.



DAILY RECAP

Detailed workflow, never question whats happening next



REPORTING

Organized, time- stamped, & accessible for years to come

SCOPE OF WORK

Description	Qty	Unit price	Line total
Main building flat roofing areas			
1. Pull permits for roofing with city and meet with city for all necessary inspections.			
2. Take actions to cover any shrubs, windows, grass etc. with tarps to protect from roofing debris debris. Place plywood over any A/C's and other equipment as needed.			
3. Remove exisiting roofing down to the deck.			
4. Remove old lead pipe flashings and remove roofing around drains.			
5. Install 1" Poly Iso Insulation to the entire deck this will be adhered to the deck using OlyBond Adhesive			
6. Install new 3" by 3" drip edge flashing (color: white) on entire roof perimeter.			
7. Install 60 Mil energy saving TPO roofing system over entire flat roof area. TPO will be mechanically fastened using screws and barbed plates, seams will be hot air welded with robotic heat welder.			
9. Install new TPO flashings around all pipes and vents.			
10. Quality control check entire project, probe all TPO welds and ensure water proof bond is achieved.			
Total Price:	1	\$22,112.00	\$22,112.00
		Quote subtotal	\$22,112.00
		Total	\$22,112.00

10 Year Trust Roofing Labor Warrantee 20 Year TPO material Warrantee

Payments will be payed as followed: Payment Upon Completion

Timeline: Work will take approximately 2-3 days and can be started within 2-3 weeks of signing

Water pooling/settling on flat roofs is not a covered item by Trust Roofing, as this is a matter caused by the existing framing. A tapered system can greatly lessen this, but won't necessarily eliminate it.



EVERGUARD PORTION OF THE PORTION OF





Quality You Can Trust...From North America's Largest Roofing Manufacturer!™

gaf.com

Why TPO

- Great Value—Excellent performance at a cost-effective price
- Excellent Seam Strength—Heat-welded seams provide greater seam strength to taped and other seams
- Long-term Weathering—Excellent long-term heat and UV resistance
- Energy Saving—Highly reflective and emissive white roof can help reduce energy costs and urban heat island effect
- CREST Energy Savings Calculator—See your potential savings at cool.gaf.com
- Versatile Application Method

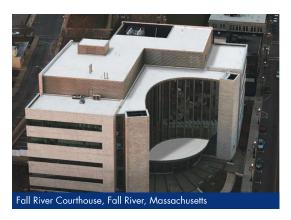
Why GAF EverGuard® TPO

- Outperforms standard TPO in heat aging and UV tests—the best predictors of TPO performance
 - After accelerated heat aging at 275°F (135°C) for 105 days, EverGuard® TPO showed no cracking—while every one of the competitors' samples had failed! See below:
 - UV testing—Greater than 2.5 times the industry standard (ASTM D6878 weather resistance test)
- Guarantees are available up to 25 years when using EverGuard® TPO 60 mil Membrane *
- Easier to install due to:
 - Large welding window
 - Most complete line of accessories
 - -10' (3.05 m) wide sheets









Installation

EverGuard® TPO 60 mil Membrane is suitable for all types of single-ply systems:

- Mechanically Attached Application...for a quick and cost-effective system that can be installed practically year-round.
- RhinoBond® Application...can be applied without using adhesives and installed practically year round. Qualifies for the same guarantee length as an adhered system.*
- Adhered Application...can be installed with EverGuard® 1121 Solvent-Based Adhesive, EverGuard® Low VOC Adhesive, or Ever-Guard® WB181 Water-Based Adhesive for the smoothest appearance. Provides excellent wind uplift performance.

Accessories

Field fabrication of TPO accessories is time-consuming, costly, inconsistent, and can lead to unreliable details that compromise a watertight roofing system. EverGuard® TPO prefabricated accessories deliver consistent quality and eliminate the worry and problems often associated with field fabrication. They can also boost productivity up to 200%,** while reducing installed cost by up to 12%.

^{**}Based on GAF estimate to field-fabricate flashing details.



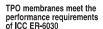












^{*}See applicable guarantee for complete coverage and restrictions.

INSPECTION





















TRUST ROOFING

Get your dream project done by turning a large purchase into affordable monthly payments

HOW TO APPLY?



- **1.** Open the QR-Code or follow the link **Enhancify.com/trust-roofing-financing-offers** to submit a 60-second application
- 2. Review offers, and select the one that's right for you
- **3. Finalize your** application with a lender and **Get funding** in 1-5 business days.

WHY CHOOSE FINANCE?

- Turn a large purchase into an affordable monthly payment
- Predictable monthly payments with a set end-date
- No collateral
- Get your project done without weeks of meetings with banks, home appraisals, or paperwork
- Get funding in 1-5 business days

0%-APR
PROMOTIONAL
FINANCING AVAILABLE



REQUEST \$1,000 - \$250,000 IN FUNDING



FUNDS AVAILABLE AS QUICKLY AS IN 1 BUSINESS DAY



APR STARTING AT 4.99%



SIMPLE 60-SECOND APPLICATION



INSTANT PRE-APPROVAL



SOFT PULL AVAILABLE



1 – 20 YEAR TERMS



WHAT FINANCING OPTION IS RIGHT FOR YOU?



Give us a call at **(813) 560-2998**, or visit our website www.trustroofing.com

Talk with Enhancify at **(813) 499-9879** or visit **Enhancify.com/trust-roofing-financing-offers** to see your offers.

\$7B

25K

30+

IN REQUESTED LOAN VOLUME
From \$1,000 to \$250,000,
Enhancify supports offers across
the credit spectrum.

LOANS FUNDED
Enhancify's technology platform
has funded over 25,000
consumers.

LENDING NETWORKS
Enhancify's online marketplace
 acts as a matchmaker
connecting homeowners to 30+
leading lending networks.

60 SEC

1800

PRE-APPROVAL TIME

Get real-time pre-approvals on financing and see all of your options in one place.

CONTRACTORS

Currently increasing their revenue with us

LEADING LENDERS



OneMain Financial.

LENDING DONE HUMAN

AVANT















And 20+ more



AUTHORIZATION PAGE

Scope of Work

Rob Menard:

Estimates valid for 30 days from date of estimate. By signing this I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. We have read the contract and agree with the scope of work and conditions as set out, I agree to pay the total project price. If you choose to pay wit a credit card there is a 3% processing fee.
Customer Comments / Notes

\$22,112.00

Name: Rob Menard

Address: 1700 N Ft Harrison, Clearwater, FL

Date:

By signing this I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. We have read the contract and agree with the scope of work and conditions as set out, I agree to pay the total project price. If you choose to pay with a credit card there is a 3% processing fee.

Trust Roofing is not responsible for plumbing or A/C lines punctured that are installed close to the the roof deck. Florida code required these lines to be away from the deck to allow for roofing installations.

TERMS AND CONDITIONS

- 1. <u>Contract Documents</u>. The Contract Documents include: (a) the scope of work outlined in attached proposal; (b) these Terms and Conditions; (c) any Change Orders; and (d) the Exclusive Limited Warranty. The Contract Documents form the entire Contract between Customer and Trust Roofing and supersede all other agreements, written or oral.
- **2. Changes.** Trust shall be entitled to Change Orders increasing the contract price upon the occurrence of any of the following: (a) Customer requested changes in the scope of Work, including selection of materials not specified in the Proposal; (b) discovery by Trust of any deteriorated materials (i.e., decking, fascia boards, flashing, siding, etc.), hidden damage or the need for repair or replacement of any condition not specified in the Contract Documents; (c) any additional work required by government inspectors to make the existing structure code compliant. If the parties cannot agree on the amount of the Change Order, the Customer shall pay Trust at the unit prices set forth in the Proposal, or where there are not unit prices, on a time and materials basis, plus overhead and profit, for the changed work, which amount shall be added to the contract price.
- **3. Estimated Start and Completion Dates.** Customer acknowledges that the Estimated Start Date and Job Duration provided in the Proposal are estimates only and are based on the expected and usual performance of the Work during normal daytime working hours, Monday Friday. Trust cannot guarantee that it will complete the Work within the estimated Job Duration in the event of factors beyond our control.
- **4. Contract Price and Payment Terms.** Customer shall pay Trust progress payments in full upon completion of each portion of work as laid out in the Proposal. Determination of the balance due and the date of completion are solely the responsibility of Trust. Interest shall accrue at 1% per month on all amounts unpaid after thirty (30) days.
- **5. Customer's Commitments.** Customer shall: (a) grant free access to work areas for workers and vehicles; (b) allow storage of materials on Customer's property; (c) keep driveways clear and available for movement and parking of vehicles during normal working hours, (d) supply access to utilities; (e) remove, protect, or secure all satellite dishes, solar panels, and other exterior and interior personal property (e.g., shrubs, flowers, wall hangings, etc.) before the work begins. Customer shall hold Trust harmless from any damage other then caused by Trust negligence. This includes but isn't limited to: a) hairline cracks in drywall/plaster throughout roofing process, (b) personal items such as photos, decorations, etc that move during the roofing process due to vibrations (inform us if you need assistance moving any of these items before start and we will assist), (c) hairline cracks/scratches in driveway (Trust utilizes residential friendly dumpsters placed on woodblocks to minimize any possibility of this), (d) A/C/electrical lines punctured by nail or saw which are closer than 2" to roof deck.
- **6.** <u>Contractors Rights.</u> Customer may not, under any circumstances, withhold amounts from Trust upon completion of agreed upon work. Maximum holdback amount for any punch list items, inspection's is 10% of total contract. If the Customer fails to make a payment or commits any other breach of the obligations under this Contract, Trust may immediately stop the Work and, upon seven (7) days' written notice to Customer, terminate this Contract.
- 7. <u>Contractors Lability.</u> Trust warrants that the Work through Trusts Exclusive Warranty and its exclusions. Customer expressly waives Trust of any liability to special, indirect, incidental, or consequential damages, including, but not limited to, time delays, disruption, loss of product, loss of anticipated business profits. Customer agrees its sole remedy against Trust for any claim or cause of action arising out of or relating to the work is a claim under the Exclusive Limited Warranty. Any warranties are conditioned upon Customer paying Trust in full for the work including change orders. Any manufacturer warranties are passed separately to the client and not in Trusts direct control.
- **8.** <u>Dispute Resolution.</u> If a dispute arises concerning the quality of work, or anything else method of binding dispute resolution shall be arbitration or litigation, at Trusts discretion. If Trust elects arbitration, Customer consents to such arbitration as the exclusive form of binding dispute resolution.
- **9. <u>Right to Cancel.</u>** Customer may cancel this Contract within 3 business days of signing, customer agrees to a 10% cancelation fee upon any contract cancelation.
- 10. <u>Miscellaneous.</u> This Contract shall be construed and interpreted according to the laws of the State of Florida. Customer agrees that he/she has read and understands the written terms of this Contract. Customer agrees that the written terms of this Contract define the relationship between Customer and Trust. Customer further agrees they are not relying upon any statements not explicitly included in this Contract. If any of these Terms and Conditions should be determined to be unenforceable for any reason by a court of competent jurisdiction then such Term or Condition shall be severed, and the remaining Terms and Conditions remain in full force.



YEAR

WARRANTY WORKMANSHIP

If a Full Roof Replacement is Provided

This document warrants that should a defect in workmanship, related to the work completed by Trust Roofing, occur within 10 years of the project, Trust Roofing will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim.

This warranty only applies to portions of the project in which Trust Roofing fully replaced any existing products, and does not cover repairs or services done to another contractor's work. This warranty is void if repairs are performed by any contractor other than Trust Roofing. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.



Issued by:
TRUST ROOFING

ROOFING

ROOFING

Thank you again for choosing Trust Roofing to complete work on your property. We trust you had a great customer experience!



Estimate

Customer

Hannah Menard Hannahmenard3@gmail.com (941) 545-2402 909 Pineview Ave Clearwater , Florida 33756 **Invoice Details**

PDF created November 21, 2024 \$14,500.00

Payment

Due November 21, 2024 \$14,500.00

Items	Quantity	Price	Amount
Fence Estimate Demo, Haul and Install	1	\$4,550.00	\$4,550.00
Exterior Paint Paint Exterior Building	1	\$4,850.00	\$4,850.00
Interior Paint Paint Interior	1	\$3,800.00	\$3,800.00
Landscaping	1	\$1,300.00	\$1,300.00
Subtotal			\$14,500.00

Total Due \$14,500.00



view.