

GULF BREEZE WINDOWS & BLINDS

GENERAL TERMS & CONDITIONS

1. Agreement

The Proposal, Estimate, or Invoice (including any approved drawings or specifications), any written Change Orders signed by both parties, and these General Terms & Conditions together constitute the complete Agreement between the Owner and Gulf Breeze Windows & Blinds ("Contractor"). No verbal statement modifies this Agreement unless confirmed in writing by both parties.

2. Scope of Work

The Contractor shall furnish the labor, materials, equipment, and services described in the Proposal. Work not specifically described is excluded unless added by a written Change Order signed by both parties.

3. Payment

Payments shall be made as set forth in the Proposal. Final payment is due upon Substantial Completion. Upon request after final payment, the Contractor shall provide any Final Release of Lien or other lien documentation required by Florida law.

4. Scheduling and Delays

Any schedule provided is an estimate. Delays caused by weather, inspections, permits, material shortages, Owner requests, concealed conditions, or other circumstances beyond the Contractor's reasonable control shall extend the schedule. The Contractor will notify the Owner when a delay becomes apparent.

5. Changes

Changes affecting work, price, or schedule should be documented in a written Change Order signed by both parties before the work is performed, whenever practical. The Contractor may make reasonable field adjustments during installation to achieve a proper fit or accommodate existing conditions, provided such adjustments do not materially change the work required by this Agreement.

6. Existing Conditions

This Agreement is based on visible conditions. Concealed conditions discovered during the work may require additional work and a Change Order. Repairs, patching, or refinishing of adjacent materials (drywall, stucco, trim, paint, flooring, etc.) disturbed during the work are **not included** unless specifically identified in the Proposal. The Contractor is not responsible for existing building components outside the contracted scope.

7. Installation

The Contractor shall determine the methods and procedures necessary to properly complete the installation. Requests to alter those methods may be declined at the Contractor's reasonable discretion.

8. Owner Responsibilities

The Owner agrees to: (a) provide reasonable access during normal working hours; (b) clear the work area of furniture and obstacles; (c) provide electrical power and reasonable working conditions; (d) make timely decisions when requested; and (e) obtain any required Owner permits or HOA approvals unless the Proposal states the Contractor will handle them.

9. Warranty

The Contractor warrants workmanship for one (1) year from Substantial Completion unless otherwise stated in the Proposal. This warranty is limited to defects resulting directly from the Contractor's workmanship. Manufacturer warranties remain subject to the manufacturer's terms. Manufacturer warranty claims or replacement parts that do not prevent intended use shall not delay final payment.

10. Inspection, Completion & Right to Correct

Upon Substantial Completion the Owner will have a reasonable opportunity to inspect and shall promptly communicate any concerns in writing. Before authorizing repairs by others for any issue covered by the Contractor's warranty, the Owner shall give the Contractor a reasonable opportunity to inspect and correct the issue.

11. Insurance and Communications

The Contractor maintains general liability and workers' compensation insurance as required by law; certificates available upon request. Project communications and change requests may be delivered by email or other mutually accepted electronic means.

12. Dispute Resolution, Entire Agreement & Severability

The parties will make a good-faith effort to resolve disputes before legal action. Venue shall be in Florida courts unless otherwise required by law. The prevailing party may recover attorney's fees and costs as permitted by law. This Agreement constitutes the entire agreement and is governed by Florida law. If any provision is unenforceable, the remaining provisions remain in effect.

13. Required Florida Notices

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

B. Florida Homeowners' Construction Recovery Fund

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD, 2601 BLAIR STONE ROAD, TALLAHASSEE, FL 32399-1039, TELEPHONE (850) 921-6593.

C. Florida Construction Lien Law Notice (required by § 713.015 for contracts > \$2,500 on 1–4 family dwellings). Must be in ≥12-point capitalized boldfaced type and signed/dated by Owner:

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.

Owner Acknowledgment of Lien Law Notice:

Owner Signature: _____ Date: _____

Printed Name: _____

D. EPA RRP Notice: If the property was built before 1978 and work disturbs painted surfaces, the Contractor will comply with EPA lead-safe work practices when required and provide the required pamphlet. Owner acknowledges receipt of any required EPA materials when applicable.