

**TERMS AND CONDITIONS OF AGREEMENT**

This Agreement is between Homeowner(s) and or their agents and Elite Style Construction, LLC ("ESC"). The Terms and Conditions of the Agreement constitute a material part of the Contract. By executing this Agreement Homeowner and ESC expressly agree and acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Contract. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms or requirements set forth within this Agreement. The Agreement shall not be changed, amended, altered or otherwise revised, in any way shape or form, without the express written consent and approval of both Homeowner and ESC. This Contract shall become binding and effective upon the execution of Homeowner's signature. Homeowner and ESC agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the Terms and Conditions of this Agreement.

1. Homeowner agrees to pay ESC directly for all work completed, regardless of whether Homeowner has filed a claim with their Homeowner's insurance company. However, in accordance with the provisions set forth in this Agreement, Homeowner and ESC agree to a "pay when paid" stipulation as outlined and detailed under the "Payment Terms." Homeowner shall not make payments to anyone else, nor order materials on ESC's accounts, for any purpose whatsoever.
2. ESC shall provide necessary labor, materials, and sales tax on materials to complete the scope of work specified in the Agreement. ESC shall not be responsible for an exact match of any materials, including, but not limited to, roofing, siding, metal work, shingles and shading. All materials shall remain the property and title of ESC until Homeowner fully pays ESC for services rendered or to be rendered. All surplus materials shall remain the property of ESC unless, at ESC's option, turned over to Homeowner upon the completion of the scope of work in this Agreement. ESC may, at its sole discretion, substitute materials to be used for the completion of the scope of work outlined in this Agreement. The cost for additional labors and/or materials will be borne by Homeowner.
3. IF THE HOMEOWNER CANCELS THIS CONTRACT AT ANY TIME BEFORE STARTING THE WORK, HOMEOWNER AGREES TO PAY ESC TWENTY PERCENT (20%) OF THE TOTAL HOMEOWNER OUT-OF-POCKET COST AS LIQUIDATED DAMAGES, WHICH THE PARTIES HERETO AGREE IS FAIR AND REASONABLE AMOUNT INCIDENT TO THE COST AND EXPENSES EXPENDED BY ESC IN CONNECTION WITH THIS AGREEMENT. UPON HOMEOWNER'S DEFAULT, ESC MAY IMMEDIATELY CEASE FROM PERFORMING ANY ADDITIONAL WORK. HOMEOWNER REMAINS RESPONSIBLE FOR PAYMENT TO ESC FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY WORK ESC PERFORMED, PLUS THE HOMEOWNER OUT OF POCKET COST AMOUNT. However, if ESC decides not to consider the Contract terminated immediately upon Homeowner's default of the Contract, Homeowner agrees that ESC's decision does not operate as a waiver of such default, of the same default on a future occasion, or of any other defaults the Homeowner commits or committed.  
By signing this Agreement, Contractor reserves the right to require a deposit of up to 75%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126.
4. Homeowner warrants to ESC that he/she is the legal owner of the property and is duly authorized to engage this Agreement for ESC's services. Homeowner acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The debris generated from the work under this Agreement and related procedures may cause inconvenience or discomfort which is normal construction wear and tear conditions, and not ESC's negligence and may include, but is not limited to, interior wall cracks, flaking of wall paint, debris falling into an attic, disturbance to shrubbery and lawns, small divots in the driveway from equipment such as roll-off trash containers and dump truck. As a precaution, Homeowner shall remove from walls or ceilings, items such as, but not limited to, chandeliers, paintings, and plates. Homeowner shall lock away or secure other items of value in or on the property. Homeowner shall make himself or herself available during construction for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required from time to time. Homeowner agrees that ESC is permitted to obtain any necessary permits and start the contracted work within a reasonable time frame under the circumstances, given availability of materials, supplies and labor at the time of entering the Agreement notwithstanding Section 489.126, Florida Statutes. Homeowner is to give ESC reasonable notice to commence work.
5. Electric power and water for construction shall be furnished by Homeowner at no charge to ESC. Homeowner further agrees to pay for other work to be performed because of:
  - a. WORK PERFORMED BY OTHERS PRIOR TO ESC'S WORK UNDER THIS CONTRACT THAT DOES NOT CONFORM TO PRESENT DAY BUILDING CODES;
  - b. BUILDING INSPECTOR DEMANDS OR REQUIREMENTS NOT SPECIFICALLY LISTED OR CONTAINED IN EXISTING BUILDING CODES.
6. ESC shall not be liable for delays caused by strikes, weather, acts of God, or any other causes beyond ESC's control.
7. HOMEOWNER AGREES THAT ESC IS NOT RESPONSIBLE FOR ANY LIABILITY FOR DAMAGES TO EXISTING LANDSCAPING, TREES, SHRUBS, HVAC, UTILITY LINES ETC., OR DRIVEWAYS OR WALKWAYS, WHICH OCCUR DURING PERFORMANCE OF THE SCOPE OF WORK OR UPGRADES WORK. ACCORDINGLY, HOMEOWNER SHALL TAKE ANY ACTION IT DEEMS NECESSARY TO PROTECT EXISTING LANDSCAPING, TREES, SHRUBS, ETC., AND DRIVEWAYS OR WALKWAYS AND AGREES TO HOLD ESC HARMLESS FOR ANY DAMAGES RELATED LANDSCAPING, TREES, SHRUBS, ETC.;  
Contractor is not liable for damage to person or property caused by nail, and customer agrees that it will take the appropriate precautions to avoid said damage. Contractor is not liable for damage to pipes below the roof plywood caused by nails during the re-nailing (per code) process of the plywood.
8. Homeowner will provide space at the job site for ESC to store all materials necessary to perform the contracted work, including disposal bin(s) or dumpster(s). Homeowner agrees that ESC can order materials for delivery at the job site, and that materials may remain at the jobsite before or after ESC performs its work.
9. ESC will not be responsible for damages to interior or exterior from water penetration or from any other source caused by nature, weather events, wildlife or animals, or acts of God.
10. Full payment of the costs for the scope of work under this Agreement is a condition precedent to any warranty ESC may provide Homeowner becoming effective.
11. No verbal warranties of any kind are effective or binding. All warranties must be in writing to be effective. NOTE: ESC is not providing Homeowner with a warranty of any kind, and does not guarantee against the failure or deterioration of, any material or labor of items not covered by an express written warranty ESC delivers to Homeowner.
12. The Contractor and Homeowner waive all rights against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes but is not limited to damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, and damages incurred by the Contractor for loss of profit except anticipated profit arising directly from the Work.
13. Other documents related to this Contract have been or will be signed by Homeowner contemporaneous with signing this Contract, or after, including but not limited to additional work orders, change orders, Homeowner Authorization, a direction to pay, mortgage company authorization form, and other documents related to the Agreement ("Agreement documents"). Homeowner agrees the Agreement Documents need to only be signed by one legal or equitable owner of the property if there is more than one owner of the property. All owners hereby agree that the signature of one owner on any of the Agreement Documents has the same force and effect as if all owners signed.
14. If any provision or term of this Agreement is deemed to be illegal or unenforceable in any respect, such provision or term shall not affect any other provision or term hereof, and this Agreement shall be construed as if the provision or term had never been contained herein.
15. This Agreement should be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be Orange County, Florida, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees and costs/expenses incurred at mediation administrative, appellate or bankruptcy proceedings.

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT 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 LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 N MONROE ST. TALLAHASSEE, FL. 32399 - P: 850.487.1395.

**STATUTORY WARNINGS LIEN LAW**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE 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.