



Mighty Dog Roofing 158 1110
 Pine Ridge Road, Suite 301
 Naples, FL 34108
 239-331-5001
 Lic: CCC1334115

REPAIR ESTIMATE/CONTRACT

Customer Name: Enclave at Naples	Phone: (239) 354-4320	Date: 7/31/2024
	Email: enclavenaples@comcast.net	
Street: 1260 unit 208 Wildwood Lakes Boulevard	Job Name: Enclave at Naples	
City/State/Zip: Naples, FL 34104	Job Location: 1260 unit 208 Wildwood Lakes Boulevard Naples, FL 34104	

SCOPE OF WORK:

Based on the findings from our initial inspection, we estimate that it will take half day of labor to complete the following scope of work. (also see Art. 7 in T&C)

1. Remove 2 SQ of tile (2 rows near the wall)
2. Remove underlayment and replace with new Owens Corning specialty tile underlayment
3. inspect the decking and flashing (replacement not included - see below)
4. Inspect the area for other damage
5. Reseal flashing with sealant and put the tiles back.

ADDITIONAL:

1. If bad or rotten wood decking is discovered, it will be replaced at a price of USD 105.00 per sheet (material in accordance with the current Building Code).
2. If flashing metal at walls is deteriorated it will be replaced with new at a cost of USD 25.00/LF
3. Remove and dispose of waste materials from job site.
4. Any change in the above mentioned scope of work will result in additional charge.
5. Full day of labor is 8 hours. If the job exceeds a day, additional \$350 per hour will be charged.

Warranty: The Contractor provides a warranty for the roofing repairs for a period of 30 days from the date of completion. This warranty covers any defects in workmanship or materials used during the repair process. The warranty only covers the specific area where repair work has been performed. The Client agrees to notify the Contractor in writing of any issues covered under the warranty within the 30-day period.

Repair Estimate Price	Full day labor + material costs	\$4,090.00
Down Payment	Due upon execution of this Contract	\$2,050.00
Final Payment	Due within one day of substantial completion of work	\$2,040.00

The payment mode shall be: Cash Credit Card ACH Check (Payable to Mighty Dog Roofing MDR 158)

Client Initials. _____

All work is to be completed in a workmanlike manner according to standard practices. **Any change or deviation from the scope of work identified herein that results in additional cost to Contractor will be charged to the Customer as a cost that is separate from and in addition to the quoted price.** Contractor's employees will be covered by Worker's Compensation Insurance. If there are any persons or materials, other than Contractor's employee(s)/subcontractor(s) or the materials supplied by Contractor to perform Contractor's scope of work, on the roof during the project or after the Contractor has completed its work, then any warranty issued by Contractor to Customer for the project will immediately become null and void without exception. The Contract Documents consist of this Proposal/Contract, Terms and Conditions and all documents referenced therein, Statutory Warnings, and limited workmanship warranty (if any), which are all incorporated herein by reference. Customer agrees that his or her signature hereto constitutes the receipt and acceptance of all of the Contract Documents and agrees to be bound by the terms of same. Customer may request a copy of any of the Contract Documents at any time.

I HAVE READ AND UNDERSTAND THIS DOCUMENT, THE TERMS AND CONDITIONS, AND ALL APPLICABLE CONTRACT DOCUMENTS AND AGREE TO BE BOUND BY THEIR TERMS.

CUSTOMER ACCEPTANCE/ACKNOWLEDGEMENT:

The above prices, specifications and all applicable terms and conditions are satisfactory and are hereby accepted. By signing below, I am attesting that I am the owner of the property where work is to be performed, or otherwise an authorized agent signing on behalf of the owner.

Customer Signature: _____

Date: _____

MIGHTY DOG ROOFING 158

Authorized Signature: Joan M. Colosimo

By: Joan M. Colosimo

Its: CAM

Date: 8-1-2024

TERMS AND CONDITIONS

1. **Work.** Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner, and in accordance with industry standards. If Customer cancels this Agreement prior to the start of work, but not within the timeframe allowed by any/all applicable statutes or laws pertaining to cancellation, **Customer is liable for 15% of the total Agreement price as liquidated damages** because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is fair and is not a penalty. Customer agrees that under no circumstances shall Contractor be held liable for water intrusion, or any damage caused by same, that occurs on the project prior to the date of completion of its work. Customer shall take measures to protect property's interior. Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of Contractor's reasonable costs of shut-down, delay, and start-up.
2. **Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Contractor should be permitted to execute its work without interruption; therefore, if Contractor's work is delayed at any time by any act or neglect of Customer or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by Customer, or by any changes ordered in the work, then Contractor shall be paid for all additional costs or damages incurred, including those related to lost use of equipment due to the delay.
3. **Payment Terms.** Payment/deposit schedule shall be as indicated on Proposal/Contract. Final payment (payment in full) shall be due within one (1) day of substantial completion of the work, unless otherwise stated in writing. Customer agrees to pay interest at the maximum rate allowed by law for late payments. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. Customer agrees that any change or deviation from the scope of work will be charged to Customer as a cost that is separate and in addition to the quoted price. Customer acknowledges his/her independent obligation to pay Contractor, and that payment to Contractor shall not be contingent upon Customer's receipt of payment from any third party, specifically including, but not limited to, payment from Customer's insurer. If Customer does not make any required payment, Contractor shall be entitled to recover from Customer all costs of collection incurred, including all attorney's fees, costs, and expenses incurred whether or not litigation, arbitration, or any other legal proceeding is commenced. If at any time Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend shipments, performance of work, and/or warranties until full payment is made, and/or terminate this Agreement.
4. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Contractor is not responsible for oil-canning. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. The parties acknowledge and agree that the substitution of materials and price adjustments may be required based on changes in material availability and the cost to obtain and deliver materials to the project between the date of this Agreement and the delivery date. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality. If Customer selects substitute materials that increase the Agreement amount, then the Agreement will be adjusted to reflect the additional costs.
5. **Site Conditions.** Should the Contractor discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted.
6. **Customer Responsibilities.** Customer shall be solely responsible for:
(i) any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, irrigation, appurtenances, or other real or personal property at the project location during construction; (ii) damage to lighting fixtures, mirrors, pictures, frames, and other such items not customarily permanently affixed, as these items can fall if not firmly attached to the wall or ceiling; (iii) securing and protecting all personal items in advance of construction and shall protect or remove all wall hangings until the work is complete. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated; Customer shall be responsible for indoor air quality during the work. Contractor shall not be responsible for: (i) cracks of any kind in the ceiling due to the performance of work; (ii) any damage caused by dust or debris caused by Contractor's work; (iii) damage to person(s) or property caused by nails on the property; (iv) damage resulting from the failure of emergency tarps placed on the property; (v) hip and ridge mortar generated surface efflorescence; and (vi) testing and abatement of asbestos, lead, and/or other hazardous waste/materials.
7. **Restrictions and Regulations.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements contained in this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants.
8. **Jury Trial Waiver and Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. In the event of litigation between the parties to this Agreement, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING**

TERMS AND CONDITIONS

TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER THIS AGREEMENT.

9. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding related to or arising out of this Agreement shall be Collier County, Florida. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement, whether before, during or after litigation or other legal/equitable action, including, without limitation, arbitration, administrative, appellate and/or bankruptcy proceedings, shall reimburse the prevailing party for all attorney's fees, costs, and expenses incurred, including attorney's fees, costs, and expenses incurred in connection with the enforcement of any judgment, including, without limitation, litigation attributed to the determination of entitlement and/or the amount of fees to be awarded
10. **Warranties.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the Agreement's payment terms. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties (if any) to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of such breach. No warranties provided for repair work.
11. **Acts of God; Delay.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, pandemic, COVID-19, fire, vandalism, federal, state or local law, regulation or order, strikes, protests, riots, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others.
12. **Claims.** It is Customer's duty to notify Contractor in writing within **three (3) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort, negligence, or federal or state statutory claims.
13. **Sealed Attic Liability Exclusion:** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to hold harmless, defend, and indemnify Contractor for and from all claims, disputes, rights, losses, damages, liabilities, causes of action or controversies, including attorney's fees and other expenses incurred ("Claims") arising out of said condition.
14. **Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, electrical, plumbing, telephone and security wiring, and air conditioning wiring and lines should not be installed directly beneath the roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for repair/replacement that are necessary.
15. **Disclaimer.** Contractor disclaims all liability for all Claims pertaining to or related to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold"), including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to Mold.
16. **Pre-Existing Conditions.** Customer acknowledges that Contractor will be repairing work that was previously damaged by weather, mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the work performed by Contractor. Accordingly, Contractor disclaims all liability for Claims pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal/state statutory claims. Customer is solely liable/responsible for all damages, whether actual/consequential, arising out of Pre-Existing Conditions.
17. **COVID-19 and Communicable Illness Disclaimer.** Customer acknowledges that Contractor is performing the work required under this Agreement at the request of Customer. Therefore, although Contractor shall take all reasonable precautions as prescribed by the CDC and applicable government bodies for the safety of its own crew and for the safety of the Customer, Customer expressly waives and disclaims any Claim against Contractor arising out of, caused by, or relating to COVID-19 or any other communicable illness or disease, and shall indemnify, defend, and hold Contractor harmless for/from all such Claims.
18. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, negligence, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, incidental or indirect damages, including, without limitation, loss of use or loss of profits. Customer waives any/all subrogation Claims or rights against Contractor to the extent such Claim is covered by insurance.
19. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. The Contract Documents consist of the Proposal/Contract, these Terms and Conditions and all documents referenced herein, and limited workmanship warranty (if any), which are all incorporated herein by reference. Customer agrees that his or her signature to any one of the Contract Documents constitutes the receipt and acceptance of all of the Contract Documents and agrees to be bound by the terms of same. Customer may request a copy of any of the Contract Documents at any time.

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 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 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.

CHAPTER 558 NOTICE OF CLAIM

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

SECTION 489.147, FLORIDA STATUTES

A CONTRACTOR MAY NOT DIRECTLY OR INDIRECTLY ENGAGE IN ANY OF THE FOLLOWING PRACTICES: OFFERING TO A RESIDENTIAL PROPERTY OWNER A REBATE, GIFT, GIFT CARD, CASH, COUPON, WAIVER OF ANY INSURANCE DEDUCTIBLE, OR ANY OTHER THING OF VALUE IN EXCHANGE FOR: 1. ALLOWING THE CONTRACTOR TO CONDUCT AN INSPECTION OF THE RESIDENTIAL PROPERTY OWNER'S ROOF; OR 2. MAKING AN INSURANCE CLAIM FOR DAMAGE TO THE RESIDENTIAL PROPERTY OWNER'S ROOF.

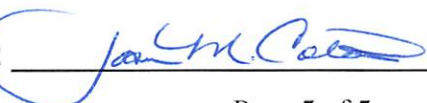
RADON GAS WARNING

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

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 AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

CUSTOMER(S) SIGNATURE: _____



DATE: 8-1-2024