

TERMS & CONDITIONS

I. PROJECT PROVISIONS

a. Guidelines: The Project will be constructed in substantial conformance to this Agreement and industry standards. Contractor will comply with all applicable laws, ordinances, rules and regulations.

b. Contract: This Proposal is the entire agreement between the parties; Aptitude Associates, Inc. ("AA") and Project Owner and/or General Contractor ("Owner").

c. Change Orders: As directed by the Owner, material manufacturer or distributor, construction lender, public body or inspector, or as deemed necessary by the Contractor, any alteration or deviation from the specifications that involves extra cost (labor, materials, overhead & profit) will be paid for by the Owner, regardless of whether or not executed by the parties in a written change order. Other expenses incurred because of unusual or unanticipated conditions, such as, for example, rotted wood, will also be paid for by the Owner.

d. Allowances/Unit Prices: If the Contract Price includes allowance or Unit Price's, and the cost or scope of performing the work is greater than the allowance or Units, then the Contract Price shall be increased accordingly.

e. Performance/Delay: All work will be performed in a timely manner and/or as required by the Agreement. Owner acknowledges that Contractor will be excused for any delay, including, but not limited to, material shortages, acts of God, labor disputes, inclement weather, acts of public authority, acts of the Owner, scheduling issues or other unforeseen contingencies.

II. FINANCIAL RIGHTS AND RESPONSIBILITIES

a. Permits: If required, Contractor will provide all documents, drawings necessary and fees to file a Notice of Commencement and obtain all required building permits.

b. Taxes, Assessments and Charges: Taxes, special assessments of all descriptions, and charges required by public bodies and utilities will be paid for by the Owner.

III. OWNER'S RIGHTS AND RESPONSIBILITIES

a. CONSTRUCTION INDUSTRY RECOVERY FUND, SECTION 489.1425

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-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:

Department of Business and Professional Regulation
1940 N. Monroe Street
Tallahassee, FL 32399
850/487-1395

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

d. Insurance: Owner will maintain Homeowner's property insurance.

e. Damage to Project: Contractor shall not be responsible for any damage caused by the Owner, or other causes beyond the control of the Contractor. Owner shall pay for any and all restoration work.

f. Risk of Loss: Owner hereby assumes the risk of loss for all labor and materials until substantial completion is achieved and final payment has been made. Owner shall assume, pay for and indemnify Contractor against any and all damage to, or loss, or destruction, including the Contract value of any work performed, by any cause whatsoever, except causes directly attributable to the gross negligence of Contractor.

IV. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

a. Right to Stop Work: If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made.

b. Substitution of Materials: Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of equal or better quality than those listed in the specifications.

c. Salvage: All salvage resulting from work under this Agreement is to be retained by the Contractor unless other agreements are contained in the specifications.

d. Insurance: Contractor will maintain workers' disability compensation insurance for his employees and comprehensive public liability insurance policies. All sub-contractors have or will have certificate of insurances or certificates of exemption at the time the services are rendered.

e. Cancellation: Contractor reserves the right to cancel this Agreement if Contractors' engineers and/or representatives of the manufacturer or building department determine that the Project or job, as sold, cannot be performed and/or will not afford proper installation.

V. COMPLETION OF PROJECT

a. Notice: On permitted Projects, Owner agrees that acceptance by the building department constitutes final completion. On non-permitted Projects, determination of final completion shall rest solely with Contractor.

b. Cleanup: Contractor is responsible for removing debris and surplus material from the property and leaving the property in a neat and orderly condition.

VI. GENERAL PROVISIONS

a. Notice: Any notice required or permitted under this Agreement may be given by certified or registered mail at the addresses contained in the Agreement.

b. Prohibition of Assignment: Neither party may assign this Agreement or payment due under this Agreement without the written consent of the other party.

c. Entire Agreement: This document constitutes the entire agreement of the parties. No other agreements exist. This Agreement can be modified only by written agreement signed by both parties.

d. Choice of Law/Venue: This Agreement shall be construed in accordance with and governed by, the laws of the State of Florida. Venue of any proceeding relating to this Agreement shall be in Hillsborough County, Florida.

e. Severability: If any provision of this Agreement should be deemed void or unenforceable, the remaining provisions shall survive and remain enforceable.

f. Payments: Final payment is due upon substantial completion of the project as determined by Contractor. Failure of Owner to pay all amounts due within ten (10) days shall constitute a material breach of this Agreement by Owner. The Owner agrees to pay any and all costs of collections, including all attorney's fees and costs incurred, in the event Owner defaults in his/her payment obligations.

i. Limited Warranty: Contractor warrants to the Owner(s) that the services provided will be free from defects for one year. This Limited Warranty covers the temporary repair and/or replacement of any defective installation or workmanship in the affected area only. The scope of needed repairs and/or replacement to remedy any installation or workmanship defects found shall be at the sole discretion of the Contractor. Owner(s) agree that Contractor shall not be responsible or liable for any cold joints, cracks or any area not specifically replaced by Contractor and that such warranty is specifically limited to Contractor's installation process. All other causes of installation or workmanship failure(s) including, but not limited to: defects or damage resulting from accident or intentional damage; all Acts of God of inclement weather; settlement of the subject building; structural failures, including foundations, walls and trusses, etc.; improper maintenance and care; modification or alteration; normal weathering; or other adverse conditions beyond the control of the Contractor, are expressly excluded from this Limited Warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

k. Limitation on Damages: Owner agrees that Contractor shall not be liable for any consequential or incidental damages related to defective materials, installation or any labor provided under this Agreement. Furthermore, Owner acknowledges and understands that a full stucco removal and replacement is recommended but is specifically requesting Contractor to only perform temporary repairs. Owner understands that he/she will be required to perform annual inspection and patch and paint maintenance to the stucco exterior.