

TERMS & CONDITIONS OF CONTRACT

1. ALL WORKMANSHIP AND MATERIALS SHALL BE GUARANTEED AGAINST FOR A PERIOD OF 10 YEARS FROM THE COMPLETION DATE OF WORK. THIS GUARANTEE DOES NOT APPLY AND WILL BE NULL & VOID IN THE EVENT OF FAILURE OF A TWICE A YEAR ROOF MAINTENANCE INSPECTIONS AT A FEE OF TWO HUNDRED AND FIFTY DOLLARS PER VISIT, FIRE, TERMITES, WINDSTORM, OR DAMAGE CAUSED BY ACTS OF GOD, SUCH AS HURRICANES OR TROPICAL DEPRESSIONS. THIS WARRANTY DOES NOT APPLY TO LEAKAGE CAUSED BY: FOOTWEAR, IMPROPER BUILDING OR ROOF DECK CONSTRUCTION. IMPROPER ROOF OR BUILDING DESIGN: NOR PUNCTURE OR PENETRATION OF THE ROOF'S INTEGRITY FOR THE INSTALLATION OF GUTTERS, AIR CONDITIONING UNITS, REFLECTIVE ROOF COATINGS INSTALLED BY ANOTHER ROOFING COMPANY, SATELLITES, SOLAR SYSTEMS, FIXTURES, SIGNS, HATCHWAY, PIPES, OR OTHER STRUCTURES, SUPPORTS OR BRACES, UNLESS INSTALLED AS PART OF THE CONTRACT BY D & D BUILDERS GROUP.
 2. NO GUARANTEES SHALL APPLY UNTIL THE CONTRACT IS PAID IN FULL. IN THE EVENT THAT THERE IS A LAPSE OF TIME BETWEEN COMPLETION OF THE WORK AND FINAL PAYMENT, THE GUARANTEE WHEN ISSUED SHALL BE DATED AS OF THE DATE OF THE WORK WAS COMPLETED.
 3. WHEN UNFORESEEN CONDITIONS MAY ARISE, FOR INSTANCE A CHANGE IN WEATHER CONDITIONS AT THE TIME OF A ROOF TEAR OFF, AND INSTALLATION OF ANY ROOFING MATERIALS, THE FIRST OPTION IS AT OUR JUDGMENT TO RESOLVE IT BEFORE TAKING ANY ACTION, HENCE THEREFORE D&D IS NOT LIABLE FOR ANY DAMAGES TO THE PROPERTY NOR THE INSIDE STRUCTURE OF THE PROPERTY INCLUDING DRYWALL, A.C. VENTS, A.C. CONDUCTS, A.C. HANDLERS OR ELECTRICAL PANELS OR ANY WIRING THAT MIGHT BE PART OF THE INSIDE OR OUTSIDE OF THE PROPERTY.
 4. D & D BUILDERS GROUP INC. SHALL NOT BE HELD RESPONSIBLE IN ANY WAY FOR ANY ACCIDENTS TO OWNERS, CONTRACTORS, TRADESMEN OR PERSONS NOT EMPLOYED BY US DUE TO FALLING FROM ROOF OR FALLING OBJECTS, OR ANY INJURY OF ANY KIND RELATED TO THE ROOFING WORK BEEN DONE AS NO ONE IS ALLOWED UNDER ANY CIRCUMSTANCES ON ROOF TOP, AROUND WORKING PERIMETER OR WITH IN OUR WORKING AREA. IN CASE THAT OWNER OR ANY OTHER PERSONS WILL LIKE TO INSPECT OUR WORK IN PROGRESS IT WILL BE AT THEIR OWN RISK AND COMPLETE RESPONSIBILITY.
 5. D & D BUILDERS GROUP SHALL BE RELIEVED OF ANY LIABILITY FOR ANY DAMAGES DONE TO ANY PLASTER DUE TO RE-ROOFING OR REMOVING LUMBER OR ANY OTHER DEFECTS IN THE CEILINGS, WALLS, SIDEWALKS, DRIVEWAYS, SEPTIC TANKS, SHRUBBERY, PATIOS, SOLAR HEATERS, FURNITURE, OR OTHER PERSONAL PROPERTY.
 6. IF UPON REMOVAL OF EXISTING ROOF A DEFECT IS FOUND IN THE STRUCTURE OR DECKING BY AN INSPECTOR OR OTHERS, D & D BUILDERS GROUP IS NOT RESPONSIBLE FOR THESE TYPES OF HIDDEN CONDITIONS. THE OWNER WILL INCURR ANY AND ALL COSTS ASSOCIATED WITH ITS REPAIR, OR - When rotted wood on decking exceeds 96 sq. ft. (3pcs plywood 5/8" or 1/2") additional 5/8 plywood will be charged at \$80.00 per every 4x8 sheet. If fascia boards exceed 10 linear feet. Additional fascia boards will be charged at \$5.00 per linear feet. Prices include labor and materials.
- THE CONTRACTING OF A CONTRACTOR FOR STRUCTURAL REPAIRS.
7. D & D BUILDERS GROUP INC. RESERVES THE RIGHT TO SUB-CONTRACT ANY PART OF LABOR HEREIN PROPOSED ON FRONT PAGE.
 8. ANY LEGAL EXPENSES INCURRED BY D & D BUILDERS GROUP FOR THE COLLECTION OF THE CONTRACT PRICE OR ANY INSTALLMENTS DUE THERE UNDER SHALL BE PAID BY THE OWNER.
 9. ALL NOTICES FOR GUARANTEE WORK SHALL BE MADE UPON D & D BUILDERS GROUP IN WRITING, BY CERTIFIED MAIL; D & D BUILDERS GROUP SHALL UNDERTAKE ANY GUARANTEE REPAIRS WITHIN A REASONABLE TIME AFTER WRITTEN NOTICE. ANY WORK DONE OR ATTEMPTED TO BE DONE ON THE ROOF OTHER THAN D & D BUILDERS GROUP SHALL VOID THE GUARANTEE.
 10. D & D BUILDERS GROUP SHALL BE RELIEVED OF ITS OBLIGATIONS TO TIMELY PERFORM THIS CONTRACT IN THE EVENT MATERIAL STORAGE, LABOR DISPUTES OR STRIKES BEYOND D & D BUILDERS GROUP CONTROL.
 11. D & D BUILDERS GROUP RESERVES THE RIGHT TO CEASE PERFORMING UNDER THIS CONTRACT IN THE EVENT THAT THE OWNER FAILS TO MAKE ANY INSTALLMENT PAYMENTS WITHIN 5 DAYS OF ITS DUE DATE.
 12. IN THE EVENT OF ASBESTOS TYPE MATERIAL ARE FOUND DURING THE REMOVAL OF THE ROOF, D & D BUILDERS GROUP IS RELIEVED OF ANY LIABILITY OR EXPENSE AND FEES ASSOCIATED BY ACQUIRING A CERTIFIED ASBESTOS ABATEMENT FIRM FOR THE REMOVAL OF ANY ASBESTOS MATERIALS FOUND.
 13. GUARANTEE IS NOT TRANSFERABLE, AND PRICES MAY CHANGE WITHOUT NOTICE.
 14. D & D BUILDERS GROUP IS NOT RESPONSIBLE FOR GAS VENT SYSTEMS. THIS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
 15. ALL PAYMENTS ARE DUE UNDER THIS CONTRACT IN A TIMELY MANNER, FAILURE TO DO SO SHALL BEAR INTEREST AT THE MAXIMUM LEGAL RATE AS PER FLORIDA LAW.
 16. EXTRA CHARGE TO DISHONORED CHECKS WILL BE A \$15.00 SERVICE CHARGE OR 5% OF CHECK AMOUNT (WHICHEVER IS GREATER) WILL BE CHARGE TO OWNER AS PER FLORIDA LAW.
 17. THERE IS NO REPRESENTATION EITHER ORAL OR WRITTEN THAN THOSE SET FORTH ON THIS CONTRACT.
 18. THIS INFORMATION IS CONFIDENTIAL, PRIVILEGED OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE FEDERAL OR STATE LAW.
 19. D & D BUILDERS GROUP DISCLOSES THE TYPE OF TILE, METAL, SHINGLE, AND FLAT ROOF SYSTEM PRODUCT TO BE USED ON THE JOB SITE PROPOSED BY THE OWNER. BY ACCEPTING THIS PROPOSAL D & D BUILDERS GROUP IS NOT LIABLE FOR COST INCURRED DUE TO ANY CHANGES TO THE CONTRACT. (MEANING PONDING WATER, DISMANTLING OR INSTALLATION OF ELECTRICAL OR AC UNITS, CHANGE OF COLOR AND STYLE OF TILE, SHINGLE, OR METAL AND AS FOR ANY FLAT ROOF SYSTEMS)

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 A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING ADDRESS:

WWW.MYFLORIDA.COM/DBPR

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 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.

Acceptance of Proposal/Contract-The above prices, specifications and conditions. Are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined in the front page of the Proposal/Contract.