

FAIR CONTRACTOR
4 W Dania Beach Blvd #208Dania
Beach, FL 33004
Phone
(305) 330-3342 (561) 770-3298

SUNCOAST ROOFING



REPAIR PROPOSAL

Owner/Builder:

N: Sean Martin

Ph: +19547160915

Addr: 1760 Northwest 73rd

Avenue, Plantation, FL, 33313

Email: Smartin@isccompany.net

Date: 02/13/2024

SP:

Job Site:

FAIR CONTRACTOR
SUNCOAST ROOFING

CGC1528986

General

CCC1333866

Roofing License

Fair Contractor team will hereby complete the following:

- Completely prepare roof system as needed to ensure a clean solid surface in which to apply a new roof.
- Remove shingles and damaged roofing paper
- Install new roofing paper seal with bull and membrane
- Install secondary underlayment seal with bull
- Replace damaged shingle sheets in one area with matching color of the existing roof
- Seal all penetrations to code.
- Thoroughly clean job site of all Roofing related debris.
- Bid does not include any permitting.
- Includes a 24 months Labor Warranty & applicable manufacture warranties upon final payment.

Please note we are not responsible for manipulation, removal, repair or replacement of Solar panels, satellite dishes and/or

HVAC.

*Bid does not include any engineering.

*Bid only includes the removal of gutters, does not include the reinstallation or new gutters, but we can provide an estimate upon request.

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Notes:

Fair Contractor, will furnish labor and materials, in accordance to the specifications contained herein,

For the total sum of..... \$2,250.00 Ints: _____

*Price is only good for 10 days

Terms:

50%: Deposit to start work

50%: Upon work completion

This Estimate becomes a Legal contract upon signing

Fair Contractor Rep

Owner/ Builder

Date

Status of Contractor. The relationship of Contractor to Customer shall be that of an independent contractor. Contractor shall have the complete right, obligation and authoritative control over the Work as to the manner, means or details as to how to perform the Work.

Contractor Investigations of the Site and Differing Site Conditions. Contractor has reviewed all information provided by Customer as to the repair and/or installation location ("Site") conditions. If concealed or unknown conditions are encountered by Contractor in existing structures which are at variance with information, if any, furnished by Customer, or which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, then the Contract Price may be adjusted by Change Order (as herein defined). "Change Order" shall mean materials and/or labor that is added to or deleted from the original Work specified in the Contract.

Access to the Site. Customer shall provide Contractor with reasonable access to the Site on which the Work is to be physically situated, and such access on the Site shall be sufficient to permit Contractor to progress with the Work without substantial interruption or interference.

Site and Property Damage. Contractor will take all reasonable precautions to ensure that the Site and all surrounding areas are protected from damage. However, Contractor shall not be held responsible for any damage caused to any concealed electrical lines and/or water lines during performance of any Work by Company. If Contractor does damage any windows, screen enclosures, flooring, roof tiles, sills, landscaping, window coverings, or finished surfaces through Company's own negligence while completing the Work, Company agrees to repair damage and/or replace the damaged item. But please keep in mind your property will become a construction site, and we cannot be held responsible for the conditions of, soffits, gutters, inside furnish that can fall during the construction, any drywall cracks that may appear during construction. Also we cannot be responsible for landscaping around the jobsite. Also Driveway conditions during this time material deliveries and dump trailers need to have access to driveway area, and we are not responsible for any damages that can occur during the construction.

Clean-up. Contractor shall keep the Site free from all waste materials or rubbish caused by the activities of Contractor or any of its Subcontractors.

Safety and Security. Contractor recognizes that safety and physical security are of paramount importance in the performance of the Work, and that Contractor is responsible for performing the Work in a safe and physically secure manner.

Customer's Responsibilities. Customer shall provide, at Customer's cost, electrical power for use by Contractor to complete the Work at the Site. Customer shall provide any approvals required by any homeowner associations or other applicable deed restriction affecting the Site. All risk of loss passes to Customer upon delivery of the materials to the jobsite inherent in the Work and Customer shall be solely responsible for any theft, damages, vandalism, or other loss to such materials.

Payment. Customer shall timely pay the Contract Price in accordance with the payment schedule provided on page 1 of this Contract. All balances due under this Contract that are not paid when due and payable shall bear interest from such due date at the lesser of 18% per annum or the maximum rate allowed by law. In the event payment of this Contract is enforced through attorney or by suit or in bankruptcy or probate proceedings, Contractor shall recover, and Customer hereby agrees to pay all reasonable attorney fees and costs of court incurred by Contractor.

Change Orders Requested by Contractor. Contractor shall have the right to a Change Order in the event of any of the following occurrences: (1) acts or omissions of Customer that constitute a material breach of this Contract by Customer and materially and adversely affect Contractor's actual cost of performance of the Work or ability to perform any material requirement under this Contract and, with respect to delays caused by Customer or any Person acting on behalf or under the control of Customer, compensation and a time extension to the Work to be performed; (2) force majeure; (3) acceleration of the Work ordered by Customer; (4) suspension in Work ordered by Customer; or (5) termination by Contractor for Customer's failure to pay any amounts due under this Contract.

Delay Caused by Customer or Delay Caused by Changes in the Work. Contractor agrees to take reasonable steps to ensure the fulfillment of the Work. Contractor shall not be liable for any and all delays or cancellations caused by the Customer. Should Customer or any person acting on behalf of or under the control of Customer delay the commencement or completion of any Work, and if such delay is not in any way attributable to Contractor or its Subcontractors but is caused by Customer's material breach of an express obligation of Customer under this Contract or for delays caused by Customer's ordering a change in the Work, then Contractor shall be entitled to an adjustment in the Contract Price and an extension to the scheduled completion date. Any adjustment to the Contract Price shall be for reasonable, additional direct costs incurred by Contractor, including overhead and profit, for such delay.

Title. Title to all or any portion of the Work shall pass to Customer upon Contractor's receipt of final payment under the Contract.

Insurance. During the term of this Contract, Contractor shall procure and maintain, and shall require its Subcontractors to procure and maintain, insurance coverage with the minimum coverages, levels, limits and conditions necessary to complete the Work.

Subcontractors. Contractor, in its sole discretion, may delegate any portion of the Work by subcontracting with qualified subcontractors.

Effects of Final Payment. The making of the final payment shall constitute a waiver of all claims by Customer, except those arising from unsettled liens, from failure of the Work to comply with requirements of this Contract, or from faulty or defective workmanship appearing after completion of the Work.

Default. If Customer defaults in any obligation contained herein, including but not limited to rendering payment in full to Contractor when due, Customer will be in default under this Contract. Upon the occurrence of such default, Contractor shall have the right to cease Work immediately, terminate this Contract, and initiate any applicable legal proceeding to collect the full amount due under this Contract. Customer agrees that, upon the occurrence of a Customer default, the unpaid indebtedness shall bear interest at a rate of the lower of (i) eighteen percent (18%) per annum and (ii) the highest amount allowed by law. Customer further agrees to pay Contractor's attorney fees, costs, and disbursements for costs incurred by Contractor to enforce its rights under this Contract.

Dispute; Governing Law. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AND CUSTOMER HEREBY WAIVE ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY DISPUTE (WHETHER A CLAIM IN TORT, CONTRACT, EQUITY, OR OTHERWISE) ARISING UNDER OR RELATING TO THIS CONTRACT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. IN THE EVENT OF ANY DISPUTE WITH RESPECT TO THIS CONTRACT, THE WORK OR OTHERWISE, EXCLUSIVE VENUE SHALL BE IN STATE COURT IN PALM BEACH COUNTY, FLORIDA EXCEPT WHERE THE CONTRACTOR HAS RECORDED A CONSTRUCTION LIEN AGAINST THE PROPERTY IMPROVED BY CONTRACTOR, IN WHICH EVENT IF THE CONTRACTOR FORECLOSES ON ITS LIEN, THE EXCLUSIVE VENUE FOR ANY LITIGATION SHALL BE THE COUNTY WHERE THE ACTION HAS BEEN BROUGHT BY THE CONTRACTOR TO ENFORCE ITS LIEN.

Contractor's Liabilities. In the event of a breach by Contractor, Customer shall not be entitled to recover any special, incidental, or consequential damages. The maximum liability of Contractor under this Contract for any breach by Contractor shall be in the amount paid by Customer to Contractor under this Contract.

Customer's Liabilities and Responsibilities. Customer will not permit anyone to use in any manner any material or equipment utilized in connection with the Work and accepts all responsibility and resulting liability for any personal injury and/or property damage which occurs due to such prohibited activity. Prior to the start of the Work, Customer is responsible for removing or protecting any property from construction damage, including but not limited to furniture, antennas, air conditioning and heating units, pool systems, decorative items, landscaping, vehicles, pets, household items, finished surfaces, and driveways.

Cancellation. If this Contract is canceled by Customer, all deposits received from Customer by Contractor under this Contract through the date of such cancellation, shall be retained by Contractor with no further obligation owed to Customer. Notwithstanding, in the event Contractor receives a notice of cancellation from Customer based on an alleged breach of Contract by Contractor, Contractor shall have no less than thirty (30) days to cure the alleged breach of Contract.

Modifications. All modifications to this Contract shall be in writing by change order, purchase order, or similar document signed by both Customer and Contractor, and all costs related to such modifications are due in full upon passing inspection.

Limited Warranty. AS TO ANY INHERENT DEFECTS IN THE MATERIALS, LABOR OR SERVICES BEING SUPPLIED PURSUANT TO THIS CONTRACT, THE MATERIALS USED FOR THE ROOF ARE WARRANTED FOR Ten (10) YEARS; AND ALL WORKMANSHIP IS WARRANTED FOR One (1) YEAR. THIS WARRANTY AND REMEDIES DESCRIBED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTY OR REMEDIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER SIMILAR TYPES OF DAMAGES, OR INJURY TO PERSON OR PROPERTY. SUCH DAMAGES, IF ANY, SHALL NOT OPERATE IN ANY MANNER TO RELIEVE CUSTOMER FROM ANY FINANCIAL OBLIGATIONS OWED TO CONTRACTOR. NO PERSON HAS ANY AUTHORITY TO BIND CONTRACTOR TO OTHER THAN WHAT IS SET FORTH ABOVE. CONTRACTOR DOES NOT WARRANT AGAINST DETERIORATION AND/OR PEELING OF FINISHED SURFACES, OR ABRASIONS INCLUDING MINOR BLEMISHES INCURRED DURING MANUFACTURING, SHIPPING OR INSTALLATION OF THE MATERIALS. THIS LIMITED WARRANTY SHALL BE VOID AND UNENFORCEABLE FOR ANY MATERIALS WHICH HAVE BEEN DAMAGED BY ACCIDENT, MISHANDLING, ABUSE OR HAVE BEEN REPAIRED, MODIFIED, ALTERERED, DISASSEMBLED, OR OTHERWISE TAMPERED WITH BY ANYONE OTHER THAN CONTRACTOR OR AN AUTHORIZED AGENT OF CONTRACTOR; OR, IF ANY REPLACEMENT MATERIALS NOT AUTHORIZED BY CONTRACTOR HAVE BEEN USED IN THE WORK SUPPLIED UNDER THIS CONTRACT. ANY BALANCE DUE AND NOT PAID BY CUSTOMER WHEN DUE UNDER THIS CONTRACT WILL IMMEDIATELY RENDER NULL AND VOID ALL WARRANTIES PROVIDED IN THIS CONTRACT.

Force Majeure. Contractor shall not be penalized for delays for any cause or event not reasonably within the control of Contractor, including any act or neglect of Customer or any other person employed by Customer, and including but not limited to acts of God; strikes, lockouts or other industrial disturbances; shortages of materials; acts of public enemies; orders of any kind of the government of the United States of America, the State of Florida, or other controlling jurisdiction; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; civil disturbances; explosions; breakage or accident to machinery; unusual delay by common carriers, or partial or entire failure of utilities. Customer's payment obligations under this Contract shall not be excused by reason of Force Majeure.

Entire Contract. This Contract, including any estimates attached hereto or subsequent change orders, constitutes the entire Contract between the parties and supersedes all Contracts, representations, statements, promises, and understandings, whether written or oral, not specifically set forth herein in connection with the subject matter hereof. Customer represents and warrants that Customer has not in any way relied upon any oral or written Contracts, representations, warranties, statements, promises, or understandings not specifically set forth in this Contract or in any estimate attached hereto.

Printed Name.

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Sean O'Keefe		
Affordable Contractors Insurance, LLC PO Box 2389		PHONE (A/C, No. Ext): (888) 652-4513	FAX (A/C, No): (888) 274-7438	
Gilbert AZ 85299		E-MAIL ADDRESS: info@acisaves.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: THIRD COAST INS CO		10713
INSURED		INSURER B:		
Fair Contractor Sales, LLC 4 W. Danaia Beach Blvd		INSURER C:		
Dania FL 33004		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLSISTC005766224	02/08/2024	02/08/2025	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	OTHER:						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO						PERSONAL & ADV INJURY	\$ 1,000,000
	OWNED AUTOS ONLY HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					GENERAL AGGREGATE	\$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					PRODUCTS - COMP/OP AGG	\$ 2,000,000
DED <input type="checkbox"/> RETENTION \$			COMBINED SINGLE LIMIT (Ea accident)	\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N	N / A	BODILY INJURY (Per person)	\$				
			BODILY INJURY (Per accident)	\$				
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
			EACH OCCURRENCE	\$				
			AGGREGATE	\$				
				\$				
			PER STATUTE	OTH- ER				
			E.L. EACH ACCIDENT	\$				
			E.L. DISEASE - EA EMPLOYEE	\$				
			E.L. DISEASE - POLICY LIMIT	\$				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERAGE APPLIES IN FLORIDA

CERTIFICATE HOLDER

CANCELLATION

COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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