

----- PROPOSAL and CONTRACT -----
URETHANE SYSTEMS, INC.

Licensed and Insured - Lic. #CCC1326244
 6537 116th Ave. N., Largo, FL 33773

Office: (727) 544-9884 ~ Fax: (727) 545-9246 ~ E-Mail: admin@usiroofing.com

Proposal Submitted To: Holiday Isles Property Mgmt.	Date: December 16, 2016	Job Number:
Street: 11350 66th Street N Suite 124	Job Name: Parkwood Square Apartments Bldg. B	Job Phone:
City, State, Zip: Largo, FL 33773	Job Location: 5880-38 th Ave. N. Building B St. Pete, FL 33710	Contact: Jeff Slayton
Attention: Dave		Info: 727-638-3956
Phone: (727) 548- 9402/dfedash@holidayislespm.com		

We hereby submit specifications and estimates for:

APPLICATION OF RE-COAT ROOF SYSTEM

- *) Total area of roof is approximately 17,700 sq. ft.
- *) Roof will be cleaned prior to application of insulation.
- *) All blisters will be cut and secured prior to foam application.
- *) A finished top coat of 20 mils of acrylic coating will be applied.
- *) Owner will be supplied with a 10-year renewable warranty from Urethane Systems.
- *) Owner will supply contractor with water and electricity to complete the job.
- *) We will remove all debris caused by this Contractor.

TOTAL LABOR AND MATERIALS \$17,500.00

Terms: ^{\$4,375} 25% deposit; ^{\$4,375} 25% after deck cleaning; ^{\$8,750} balance on completion.
 All final payments are due on completion. Balances outstanding after 14 days of completion will accrue at a rate of 1.5% monthly.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Contractor cannot be held responsible for any present or future mold conditions. SEE REVERSE SIDE FOR TERMS & CONDITIONS.	URETHANE SYSTEMS, INC. Authorized Signature: <i>Jeffrey Slayton, President</i> NOTE: This proposal may be withdrawn by us if not accepted within <u>30</u> days.
	Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. NOTE: ANY ADDITIONAL WORK DONE OTHER THAN WHAT IS LISTED ABOVE WILL BE CHARGES ACCORDINGLY. THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS INSTRUMENT. Date of Acceptance: _____

GENERAL CONDITIONS

The terms and conditions of this agreement are as follows:

1. **PARTIES AND SCOPE OF WORK** - Urethane Systems, Inc. (hereafter called "Contractor"), shall mean the company performing the Work. "Work" means that specific services to be performed by the Contractor as set forth on the front of this agreement. "Client" refers to the person(s) or business entity ordering the work to be done by Contractor and shall be responsible for the payment thereof. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose. In performing its Work, the contractor shall be entitled to rely on the work of third parties, the representations of Client and the public record and shall be under no obligation to verify any of the foregoing. The ordering of additional service and/or materials from contractor beyond the scope of the Work shall constitute acceptance of the terms of these General Conditions as to such additional services and/or materials.
2. **RIGHT OF ENTRY** - The client shall provide rights of entry for Contractor and/or their representatives and necessary permissions in order for Contractor and/or their representative to complete its services.
3. **CHANGES**
 - 3.1 Unless otherwise specified in writing, the price for the work is based on the understanding that all structural members and other components are in fact in sound condition or if any conditions are encountered that are not currently visible, Client agrees to pay Contractor additional compensation based upon Contractor's normal rates.
 - 3.2 Any alteration or deviation from the scope of work involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.
 - 3.3 Client agrees that Contractor has the right to substitute materials with equal or superior quality materials should the materials listed in the description of the work become unavailable for any reason. Contractor has the right to make such substitution without notice to or permission from the Client.
4. **SCHEDULING OF WORK** - If the Contractor is required to delay commencement of the Work or if, upon embarking upon its Work, Contractor is required to stop or interrupt the progress of the Work as a result in changes in the scope of Work requested by the Client, to fulfill the requirements of third parties, strikes, accidents or other interruptions in the progress of construction, or other causes beyond the direct control of Contractor, additional charges may be applicable and payable by the Client and the approximate completion date of the Work shall be extended to take into account the period of delay. Contractor shall not be liable for any delay damages. 5.
5. **TERMINATION**
 - 5.1 If either party fails to fulfill in a timely and proper manner their obligations under the agreement, the non-breaching party shall have the right to terminate this agreement by written notice of termination, specifying the effective date thereof, at least two (2) business days before effective date, in which event the Client shall be obligated to immediately pay the Contractor compensation based on the Contractor's normal rates for any work completed prior to the effective date of termination, including charges for both labor performed and materials purchased by Contractor prior to such date, in addition to the Contractor's overhead and profit on the portion of the work which remains uncompleted as of the cancellation date.
 - 5.2 In the event Client cancels this agreement more than three (3) business days after the date of the agreement, for any reason not related to Contractor's failure to fulfill in a timely and proper manner its obligations under this agreement, Client shall be obligated to pay to Contractor, as liquidated damages and not as a penalty, a sum of money equal to twenty-five percent (25%) of the contract price, or Contractor's charges for labor and materials provided prior to cancellation, whichever amount is greater.
6. **WARRANTY** - The work will be performed in accordance with this agreement, all applicable building codes, these General Conditions, and generally accepted practices. Workmanship is guaranteed as indicated on front of contract. The manufacturer's warranty is the only warranty on the product described on the other side of this contract, there is no other warranty. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, GUARANTIES, AND LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDED, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. ALL WARRANTIES ARE VOID IF SUMS DUE TO THE CONTRACTOR ARE NOT PAID IN FULL, OR IF UNAUTHORIZED SERVICE, ALTERATIONS OR ADJUSTMENTS HAVE BEEN MADE TO ANY OF THE WORK.
7. **PAYMENTS**
 - 7.1 If payments due under this agreement are not paid in full within thirty (30) days of the date such payments are due, Contractor reserves the right to pursue all appropriate remedies, including stopping work on two (2) days prior written notice.
 - 7.2 If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and on half percent (1-1/2%) per month, an effective maximum rate of eighteen percent (18%) per annum, will be charged on past due accounts.
 - 7.3 Timely payment of amounts due under this agreement is a condition of this agreement. Failure to make payments in full within the time limits stated above will be considered substantial non-compliance with the terms of this agreement and will be cause for termination of this agreement if Contractor so chooses. 7.4 In the event a lien or suit is filed by Contractor to collect any amounts owed under this agreement, Client agrees to pay Contractor reasonable attorney's fees, plus all costs and other expenses incurred by Contractor in connection with such lien or suit. 8.
8. **LIMITATION OF LIABILITY**
 - 8.1 CONTRACTOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND WHICH RESULT FROM FIRE, FLOOD, STRIKE, THIRD PARTIES, ACTS OF GOD, ACTS OF TERRORISM, OR BY ANY OTHER CIRCUMSTANCES WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR.
 - 8.2 CONTRACTOR'S LIABILITY FOR DAMAGES OF ANY KIND DUE TO BREACH OF WARRANTY, CONTRACT, ERROR, OMISSION OR NEGLIGENCE OR ANY TORT SHALL BE LIMITED TO A MAXIMUM OF THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THIS CONTRACT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
 - 8.3 In the event Client desires to make any claim against Contractor, Client shall provide Contractor with written notice of the claim within seven days from the date Client, or its agents, first discovers the claims or the same shall be barred. Any claims against Contractor brought on this contract or in any way arising out of this contract must be filed within one year from the time the cause of action accrued or it shall be time barred.
 - 8.4 Under no circumstances shall any employee, stockholder, officer or agent of Contractor have any individual liability to the Client, Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client agrees to look exclusively to the assets of Contractor for satisfaction of said judgment.
9. **INSURANCE** - Contractor to carry Workmen's compensation and Public Liability Insurance on above work. Client to carry fire, builder's risk and other necessary insurance.
10. **SEVERABILITY** - In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.
11. **ENTIRE AGREEMENT** - This contract constitutes the entire understanding of the parties and no other understanding, collateral or otherwise, shall be binding unless in writing and signed by all parties hereto.
12. **APPLICABLE LAW** - If the Client is not a consumer, as defined in the Fair Debt Collection Practices Act, any claim arising out of or related to the Agreement shall be brought in the Courts of Pinellas County Florida and venue is proper there. This contract shall be interpreted, administered, and enforced in accordance with the Laws of the Commonwealth of Florida.
13. **MOLD DISCLAIMER** - This contract does not include, unless explicitly specified, any mold abatement, removal, or cleaning. If mold is found existing on the premises, any cost to abate, remove, or clean shall be paid by you as an extra. In addition, any warranty given to you under this contract does NOT include the cost to abate, remove, or clean mold that may be found on the premises in the future.

NOTICE OF CANCELLATION

You may cancel this transaction without any penalty or obligation, within three business days from the above date.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice
Urethane Systems, Inc. 6537 116th Ave N Largo, FL 33773

Date: 1/20/2017 Property Owner: Ray M. Seykora, President Parkwood Sq. Building B

Date: _____ Property Owner: _____

Urethane Systems, Inc.

6537 116th Ave. No.

Largo, FL 33773

Office: (727) 544-9884 Fax: (727) 545-9246

E-Mail: admin@urethanesystems.com

PAID
04/17/2017

Invoice

Bill To
Ameri Tech Property Mgmt. 24701 US Hwy 19 N Suite 102 Clearwater, FL 33763

Terms	Date	Invoice #
Due on receipt	3/31/2017	7862

Job Address:	Rep
5880-38th Ave. N.	

Description	Amount
Parkwood Square Apartments Building B St. Pete, Fl. 33710 - Acrylic Re-Coat Completed According to Contract	17,500.00
Parkwood Square Apartments Building B St. Pete, Fl. 33710 - Payment Received	-4,375.00

Thank you for your business!

TOTAL:

\$13,125.00