



K-Char Incorporated

WINDOWZANDMORE
www.windowzandmore.com**CONTRACT**6620 South Dixie Highway, West Palm Beach, FL 33405
(561) 593-2999 • www.WAMPB.com • CBC1264950Date 8/30/2023**1) Customer Information**

This is an agreement entered jointly between Patricia Keeler (homeowner(s))
and Windowz and More (licensed contractor), dated 8/29/2023 pertaining to the property located at 9040 SE Bridge Road
City Hobe Sound, florida Zip 33455
Home _____ Cell 772-475-0763 Email patricia.m.keeler@gmail.com
HOA Approval Necessary ☐ Yes ☐ No Development Name _____

2) SCOPE OF WORK to be performed**Supply and install Hurricane Impact garage doors:**

Note: Garage Door on the left (looking out) needs to have the room on the left cut back to access the trucks
and make sure garages are cleared prior to install.

10 x 10 Clopay Model 4301 modern flush double walled insulated garage door-W6

Palm Beach County Approved

****Color White**--remove existing and haul away**

Liftmaster DC chain Drive w MyQ connectivity. Includes Multi-function Control panel. 4 year motor warranty.

1 year warranty on parts or accessories

3-button liftmaster transmitter. Security + 2.0

Lift Master wireless keyless entry w/one button close features security 2.0

3) Signature of Acceptance (print, sign and date)*

*1, the homeowner(s), give Windowz and More permission to do property inspection
and understands and agrees to have Windowz and More do work as per agreement.

4) Finance Company N/A**5) Finance Company Approval Code** N/A

The Parties have executed this Contract on this _____ day of _____, 20____.

By signing below, I declare that I have read and acknowledge the General
Contract Conditions on the reverse side.

Engineering Fee	\$ _____
Permitting Fee	\$ _____
Retail Price	\$ _____
Sub Total	\$ _____
Discount	\$ _____
TOTAL PRICE**	\$ 12,153.60
Down Payment	\$ 6,076.80
Delivery/Commencement	\$ 6,076.80
Due Upon Completion	\$ _____

Homeowner Signature _____ Date _____

Homeowner Signature _____ Date _____

Authorized Windowz and More Consultant _____ Date 8/30/23

Print Name _____

Print Name _____

Print Name CHARLES KEINER

This is a legally binding contract between homeowner(s) and Windowz and More. SEE ADDITIONAL TERMS ON REVERSE SIDE.

General Contract Conditions

General: The Owner of the property being worked on (hereinafter referred to as the Property) is hereinafter referred to as the "Owner", the party performing such work is WINDOWZ AND MORE and is hereinafter referred to as the "Contractor", and the Owner and Contractor are hereinafter individually referred to as a "Party" and/or collectively referred to as the "Parties". as the context may require. All of such work (hereinafter referred to as the "Work") shall be completed in a workmanlike manner and conform to the attached specifications and standard building practices based on similar contractors in the locality in which the Work is being performed as of the date(s) when the Work is completed. If the Work involves extra costs, labor or time, the Owner shall pay a charge over and above the agreed-upon price for such extra Work as mutually agreed upon between the Parties upon completion of such extra Work. Owner agrees to the payment schedule included in this Contract. Owner agrees to sign a completion certificate upon substantial completion of the Work as determined by industry standards. By executing this Contract, Owner expressly accepts and authorizes all specifications, prices and conditions in this Contract, acknowledges an full understanding of all terms and conditions stated herein, and agrees to the scope of Work detailed herein as more fully described in the attached specifications.

Permits and Governing Authorities: Contractor is granted the right to obtain basic permits in the name of the Owner. Because of possible delays in obtaining plans, completion of engineering and conditions resulting from the custom nature of products, Owner acknowledges that Contractor might not be able to apply for the necessary building permits within thirty (30) calendar days as required by 489.126, Florida Statutes and Owner therefore expressly waives that requirement. Contractor agrees to act in good faith and make every effort to apply for all necessary and applicable permits within a reasonable time under the specific circumstances of the Work. Owner accepts full and sole responsibility for any and all conditions for permit approval placed by any and all government authorities. Owner acknowledges that factors, such as location and community ordinances, may require additional Work, including labor, for changes in such items as a result thereof including, but not limited to: exterior aesthetic design, septic system, hurricane protection, HVAC systems, energy and landscape features, etc., all of which Owner agrees to accept and to pay for all of same.

Insurance and Damages: Contractor shall carry workers compensation and property damage and liability insurance as required by existing law. Owner shall carry fire insurance and extended coverage of insurance policies for the Property and for the Work to full replacement value. Contractor shall not be held responsible or liable for damage or loss caused to any part of the Property. Including its interior, by any acts, events and/or occurrences beyond the Contractor's control including, but not limited to: acts of God, inclement or abnormal weather conditions, including rain or water damage, those caused by riot, war, terrorism, labor strikes, etc. Owner agrees to maintain adequate insurance against such losses. Contractor and its workers are not responsible or liable for damage or loss to driveways, walks or other structures, or to vegetation, including but not limited to lawns, tree and shrubs, or to any other personal property, inside or out, which are not directly caused by Contractor or its workers or by movement of trucks, equipment, materials or debris.

Work Performance and Delays: Owner shall at all times make the Property reasonably available and accessible to Contractor and Contractor's representatives, workers and/or subcontractors. Owner agrees that Contractor shall not be held responsible when progress on the Work is affected by governmental authorities and bodies; availability of materials; unfavorable weather; the performance of other contractors and/or subcontractors, and/or suppliers and vendors of such contractors and/or subcontractors; and by changes that may be made by Owner or necessitated by actions of other trades. Any work ordered by Owner not included in this Contract shall be deemed extra Work and shall be reduced to writing in a Change Order mutually agreeable to both Parties and shall thereafter become a part of the Work and all provisions hereunder shall be construed accordingly. Where possible, the type and amount for such extra Work shall be determined in advance, with Owner paying for all of such extra Work at the commencement of same. Notwithstanding anything to the contrary contained herein, Contractor shall have the right to stop any and all Work if any payments are not made when due, regardless of what particular Work such non-payment(s) is/are in relation to.

Payment Schedule: Owner agrees to make payments as provided below:

- A. Deposit Payment is due at signing of this Contract;
- B. Work Commencement payment shall be due immediately upon work commencement and/or material delivery;
- C. Contractor may assess a late fee of 5% of the amount due on any delinquent payment or 19% per annum on the total unpaid indebtedness, whichever is greater.

Owner's cancellation of the Work, for any and/or no reason whatsoever after midnight of the third (3rd) calendar day after execution of this Contract by both of the Parties (hereinafter referred to as the "Effective Date") shall entitle Contractor to retain/obtain the Deposit Payment which is considered and agreed upon by the Parties to be reasonable, liquidated damages, however, notwithstanding the foregoing, no refunds of any amounts shall be allowed where Cancellation occurs after approvals by permit and other governing authorities and, instead, because every construction project is unique and materials are not able to be reused on other projects, where Cancellation occurs after such approval of the permitting authority, the total price for all of the Work shall be due upon any such Cancellation notwithstanding anything to the contrary contained herein. Any refusal or delay of the Work by Owner for any and/or no reason whatsoever after signing of this Contract may result in a warehouse storage fee of \$50.00 daily in the sole and absolute discretion of the Contractor, which is separate and apart of any other remedies which Contractor has hereunder as a result thereof. Contractor does not guarantee approval by permitting authority, homeowner's association or any other 3rd parties. If an application for permit, homeowner association or any other necessary approval is declined for any and/or no reason whatsoever, Contractor shall refund to Owner all sums paid by Owner hereunder within fifteen (15) calendar days thereafter. The Warranty for the Work shall not become effective nor shall any warranty repairs be performed nor final inspection requested until all sums due and owing for all of the Work has been paid in full.

Venue selection, Arbitration Requirement, and Litigation: Venue for any and all actions or controversies arising out of or relating to this Contract shall be the county where the Contractor's office servicing this Contract is located as of the date of the commencement of same, however, notwithstanding the foregoing, Contractor reserves the right from time to time to transfer Contract servicing to other office locations, in which event such venue shall be changed consistent therewith at Contractor's option.

Except to the extent otherwise required under Florida law, the Parties irrevocably waive their right to litigation in connection with any action or claim related in any manner to this Contract or the Work and they agree that any such action or claim shall instead be subject to and governed by the rules or with the American Arbitration Association as the exclusive dispute resolution forum for same wherever available for such purposes. The decision of such arbitration shall be final and binding upon the Parties, their respective heirs, successors and assigns and may be admitted in any court of competent jurisdiction as being the equivalent of a judgment rendered by a court having the highest jurisdiction in such matter including all appellate matters.

In the event any litigation arises under this Contract, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees, court costs and expenses, including those incurred on appeal, unless there is specific attorney's fee provision contained herein to the contrary. **IN CONNECTION WITH THE FOREGOING, THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY, WHICH IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONTRACT.**

Florida Law: Florida law requires the Contractor to provide the Owner with certain information regarding this Contract. The Owner is responsible for understanding all parts of this Contract before signing it. If payment under this Contract is not made in full, the Contractor may place a lien on the Property, even if the Property is homestead property for which Owner waives any protections thereunder regarding same. The Owner certifies that the address in this Contract is a correct address for receiving all notices under Chapter 713, Florida Lien Law. The Parties acknowledge their respective receipt of this Contract by virtue of their respective execution of same. Notwithstanding anything to the contrary contained herein, this Contract may be canceled by Contractor for any and/or no reason whatsoever by delivering written notice thereof to Owner within ten (10) calendar days from the Effective Date, in which case all sums made by Owner hereunder shall be returned to owner within five (5) calendar days after the delivery of such cancellation notice if and to the extent Contractor does not otherwise have the right to retain same in accordance with other provisions contained hereunder and all rights and obligations created hereunder shall thereafter terminate. Claims of construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes, the Parties agree to submit that dispute to arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association, as long as the dispute relates to the extent or scope of the Work, the obligations of either Party, the quality of the Work performed, materials used or to be used for the Work, and/or any other manner relating to the interpretation or performance under this Contract or the relationship of the Parties. If mutually agreed to in writing by the Parties, the Parties may waive such rules, or the Parties may adhere to such rules while agreeing to forego the administrative and management oversight of the American Arbitration Association ("AAA"), and proceed with one or more arbitrators. If agreed in writing, the Parties may proceed with a single arbitrator or a panel of three arbitrators. If the Parties cannot agree on selection of a single arbitrator, then each shall select an arbitrator and the arbitrator selected by each of the Parties shall select a third, neutral arbitrator. If the Parties cannot so agree to this, they shall proceed under the AAA rules and the oversight and administrative management of AAA with each party paying applicable fees established by AAA. The finding of the arbitrator or the majority of the arbitration panel, if more than one arbitrator, shall be final and binding upon the Parties. Each Party shall pay its own arbitrator and one-half of the cost of the neutral arbitrator, or shall split equally the cost of a single arbitrator, whichever may be applicable. The decision of such arbitration shall be final and binding upon the Parties, their respective heirs, successors and assigns and may be admitted in any court of competent jurisdiction as being the equivalent of a judgment rendered by a court having the highest jurisdiction in such matter including all appellate matters.

Residential vs. Commercial Construction Projects: This Contract serves both residential and commercial clients. Some protections to the consumer in residential projects, including three (3) calendar days for cancellation by Owner, are not offered in commercial agreements and would therefore not apply thereunder. This Contract does not extend to commercial applications the residential protections that would not normally be given to commercial clients. This paragraph in no way restricts protections granted through the State of Florida to residential clients.

Miscellaneous Provisions: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors, heirs, personal representatives and assigns. The Parties hereby acknowledge that they have been and are hereby again advised to obtain the advice of their own independent legal and other counsel prior to execution of this Contract and, as a result of their respective execution of same, that they hereby further acknowledge they have fully read and understand all of the terms and conditions contained herein, and that they agree to be legally bound by all of same. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all other negotiations, understandings, representations, and agreements, if any, made by and/or between the Parties with respect to such subject matter. Consequently, no representations, inducements, promises or agreements, oral or otherwise not embodied herein, if any, are of any force or effect with respect to such subject matter.

Legal Disclosures: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.17, 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 LO-OK 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 ON 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.

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

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 TELEPHONE NUMBER AND ADDRESS: DBPR, Division of regulation and compliance, 1940 North Monroe Street, Tallahassee, FL 32399, (850) 487-1395.