



LIC# CCC025467

Date: 3-22-2023

NEW CONSTRUCTION ★ REROOF ★ REPAIR ★ MAINTENANCE

2280 W. Copans Road Pompano Beach, Florida 33069
(954) 772-3446 servicepb@latite.com

Tampa Bay Office
5411 Boron Drive Tampa, Florida 33610
(813) 316-4846 servicetb@latite.com

Southwest Florida Office
7959 Drew Circle Ft. Myers, Florida 33967
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West Palm Beach Office
3600 Investment Lane, Suite 102 West Palm Beach, Florida 33404
(561) 766-0408 servicewpb@latite.com

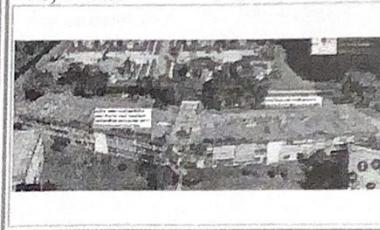
Service & Repair Contract

Submitted To:	Job Name:	
Regal Palms Condominium	Regal Palms	
Project Street Address:	City:	Zip Code:
3200 Springdale Blvd	Palm Springs	33461
Billing Street Address:	City:	Zip Code:
Email:	Phone Number:	
	561-319-7833	

Scope of Work:

- 1). Install heat weld modified roof membrane over a section of (6ft*20ft) located on the east side of building 3200. Seal the perimeter of repair by using roof cement and fiberglass membrane followed by adding granules around the perimeter.
- 2). Replace up to 40.ft of rusted water diverter metal (3in*3in). Replace water damage plywood and dry-in with roofing base sheet. Install heat weld modified roof membrane over a section of (6ft*45ft) seal the perimeter of repair by using roof cement and fiberglass membrane followed by adding granules around the perimeter of repair located on the west side of building 3200.

Key Photo:



[Photo Link](#)

Latite Roofing & Sheet Metal, LLC proposes to furnish all labor and materials in complete accordance with the above specification, for the sum of: \$ 7,600 with payment to be made as follows:

1. 50% deposit prior to beginning repairs, 50% balance upon completion.
2. Paid in full upon completion.

No carpentry work, woodwork or painting unless specifically stated in this contract. In the event payment is not made as stated in payment schedule all fees incurred in collections, such as, but not limited to, attorney fees, court costs, interest at the highest legal rate (1 1/2% per month) and collection agencies, are to be paid by the signer or owner.

Service Fuel Surcharge Due to the current volatility of fuel costs, Latite will impose a fuel surcharge of three quarters of one percent (0.75%) of the total contract price on all service contracts effective July 1, 2022. This fee, which is added to each invoice, helps to offset the significant expenses incurred by Latite in fueling its fleet of service vehicles and equipment. This fee may fluctuate as fuel prices fluctuate, in which case, an addendum will be provided in writing with the increase or decrease in fuel surcharge.

All customer payments made by credit card will incur a 3% processing fee.

PROVISIONS REQUIRED BY FLORIDA LAW ARE ON THE SECOND PAGE OF THIS DOCUMENT.

COVERAGE

- The Repair applied to the building described above is guaranteed for ONE year from date of completion. Under this guarantee, the roofing contractor will, at its own expense, make any repairs necessary to correct roof leaks resulting from the following causes:
1. Failure of roofing felts or materials resulting from usual and ordinary effects of wear and weather.
 2. Poor workmanship of roofing contractor in applying roof and flashing materials.
- No Warranty on repair due to condition of existing roof.

EXCLUSIONS

This guarantee does not cover the following:

1. Leaks or other damage caused by:
 - a. Natural disasters, including but not limited to floods, lightning, named storms, hail, windstorms, earthquakes, tornadoes, and all other acts of God.
 - b. Structural failures such as cracks in decks, walls, partitions, foundations, windows, stoppage of roof drains or gutters, etc.
 - c. Changes in the original principal usage of the building, unless approved by the contractor in advance in writing.
 - d. Erection or construction of any additional installations on or through the roofing felt after the date of completion.
 - e. Roof or flashing repairs by others, painting or coating without approval.
 - f. Riots or vandalism.
 - g. Termites or damage caused by other insects or dry rot.
 - h. Penetration of the roofing from beneath by rising nails, plywood clips, etc.
2. Damage to the building or its contents, roof insulation, roof deck or other base over which roofing felt is applied.
3. Painting of any stucco and/or wood repairs is to be performed by others and cost of same is not included in this proposal.

ACTION

In the event leaks from roofing should occur, owner shall notify contractor promptly in writing. Contractor will inspect the roof and if the cause of the leak is within the coverage as stated above, the contractor will arrange for roof repairs to be made at no cost to the owner. If the cause of leak is not covered, contractor will not be responsible for cost of any repairs. In the event leaks are not covered under the terms of this guarantee, A service charge of no less than \$525.00 will be invoiced to the owner. The guarantee will become null and void if payment of the above service charge is not made within 30 days of billing date.

WE MAKE NO GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, EXCEPT AS STATED HEREIN.

Owner Initials _____

Latite Initials MJ



**LATITE
ROOFING**
ESTABLISHED 1943

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Standard Consumer Conditions REV 09/2022

1. Due to the volatility of code changes, this proposal includes installation per Code requirements, as applicable, as of the date of this proposal. Any Code change, which causes a variance in the Scope of Work, will be performed only upon the issuance of the appropriate change order and attendant adjustment to the contract price.
2. DUE PRIMARILY TO THE REQUIREMENT OF UPLIFT CALCULATIONS BEING APPLICABLE TO ALL ROOF SYSTEMS ON BUILDINGS OVER 23' (MEAN ROOF HEIGHT), NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN REGARDING COMPLIANCE OF THE SYSTEM SPECIFIED HEREIN WITH THE DESIGNED UPLIFT PRESSURE UNLESS SUCH PRESSURE IS INDICATED ON THE PLANS OR CONTAINED WITHIN THE SPECIFICATIONS ACTUALLY PROVIDED BY OWNER/GENERAL CONTRACTOR AT THE TIME OF SUBMISSION OF THIS PROPOSAL.
3. Any details not specified by architect will be performed in accordance with standard details as published by the manufacturer of the primary roof system or the Florida Building Code requirements.
4. This proposal may be withdrawn if not accepted within 30 days of the submission date written on the front hereof.
5. All material guarantee to be as specified or equivalent consistent with manufacturer's specifications. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the agreed Scope of Work, with the exception of the removal and replacement of rotten wood, will be performed only upon written orders executed by an authorized party and will, if applicable, become an extra charge over and above the contract price. However, customer shall not give orders to Latite for work that is required to be performed and then refuse to make payment on the grounds that a change order was not executed at the time the work was performed or that owner's representative was not authorized to order the change. In such event, Latite shall be entitled to compensation representing the reasonable value of work performed. This agreement for performance of work is contingent upon strikes, accidents, or delays beyond our control. Owner shall carry fire, tornado, and other necessary insurance. Latite workers are fully covered by Workman's Compensation Insurance.
6. Partial payment shall be made as Work progresses. Net cash on completion unless otherwise indicated above. A draw schedule will be furnished on all construction exceeding \$20,000.00. Should customer fail to pay pursuant to the draw schedule, Latite reserves the right to suspend further performance of its contractual obligations until payment of all past due amounts are made. Latite's continued performance despite customer's failure to pay shall not be deemed a waiver of any default by customer, whether or not declared. Interest will be charged after maturity at the rate of 1.5% per month. Should a dispute arise out of or in connection with this Agreement, then the prevailing party shall be entitled to all reasonable attorneys' fees and court costs in any administrative procedure, litigation or arbitration, at all levels including without limitation trial and appellate. In any matter involving payment for services and/or materials performed or furnished, the unpaid party shall be entitled to costs, expenses and attorneys' fees incurred before suit.
7. Payment in full of all amounts hereunder shall be a condition precedent to the obligation of Latite or the manufacturer to issue any applicable bond or give any warranty hereunder to the owner. This term shall survive as a contractual obligation and be incorporated into the agreement of the parties. Latite will provide releases of liens based on statutory form prescribed by Section 713.20 Florida Statutes.
8. Latite is not responsible for the quality of material or workmanship of other contractors or subcontractors whose work supersedes or follows that of Latite. Further, Latite is not responsible for preexisting conditions that tie into or affect the work, provided that the pre-existing condition is not open and obvious. Any warranty provided by or through Latite shall be void where the claimed failure of the Work is caused in whole or in part by preexisting conditions or the work of others. Preexisting conditions shall include but not be limited to buildings found to be structurally deficient, cracked slabs or other conditions or causes not within Latite's scope of work out that effect the integrity of Latite's work.
9. Latite approaches every job in a professional manner and will make every effort to protect all finished surfaces as reasonably required and consistent with industry standards. Notwithstanding, any surface or item that Latite cannot protect, such as pool decks, driveways, walkways, lawns, outside furniture, vehicles, landscaping, sprinklers, etc., as well as interior walls, ceilings, floors, furnishings, and/or items affixed thereto, shall be the responsibility of the owner to protect as it deems fit. Latite assumes no responsibility for cracked or damaged driveways, sidewalks, curbing, interior surfaces, or other site work and shall not be liable for any interior damage sustained by owner after acceptance of Latite's work, or incidental or consequential damages to the building structure or its contents. Owner shall hold Latite harmless for interior damages sustained after acceptance of Latite's work, and shall look solely to its own insurance provider for coverage. Owner, and anyone else on owner's behalf, waives all rights of subrogation with respect to claims made under any policy of insurance for damages described in this paragraph. Further, Latite disclaims any implied warranty, including the warranty of merchantability and the warranty of fitness for a particular purpose, and limits any warranty to the duration and extent of the express warranties provided for in this contract.
10. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
11. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 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: The above prices, specifications and conditions including the conditions on the service and repair contract are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Owner Signature: Joseph Bosboys
Print Name: JOE BOSBOYS
Date: MARCH 29, 2023
Email: _____

Latite Signature: _____
Print Name: Miguel Jaimes
Date: 3-22-2023
Email: mjaimes@latite.com