**TERMS AND CONDITIONS**

**THIS AGREEMENT** made and entered into on \_\_\_ day of \_\_\_\_, 2022, by and between, A1 Aluminum, LLC, of 8630 Florida Boys Ranch Road, Clermont, Florida, 34711 (“Contractor”) and {Owner’s Name} of {Owner’s Address} (Owner)

A. Contractor is a licensed contractor and in the business of constructing aluminum structures, screen enclosures and extensions to residential and commercial structures in the area of Central Florida.

B. The Owner owns real property commonly known as {Owner’s Address} (“the Property”) and has hired Contractor to construct the structure outlined in the Proposal.

C. The total price to be paid by the Owner to the Contractor for the work to be performed by Contractor is set forth in the Proposal and Owner shall pay the following sums at the following times that shall be credited against the total price in accordance.

30% of the total price at the time of estimate approval.

30% of the total price if concrete is being poured. If no concrete, 30% of total price at time of delivery of materials.

40% of the total price upon final walk through, after which a final inspection will be scheduled with the governing municipality.

All unpaid balances shall be assessed interest at the rate of 18% per annum.

D. The following terms and conditions shall apply to all work and materials provided to Owner and the Property under the Proposal:

1. Contractor shall manage the construction of the structure described in the Proposal, in accordance with the plans, specifications, and drawings that have been agreed to and initialed by Contractor and the Owner.

2. The Project is expected to be completed within 120 days, however, because of potential unforeseen scheduling problems, material shortages, labor shortages, acts of God, and delays by the governing agencies Contractor does not warrant that the work will be completed in the time set forth above. Contractor shall not be responsible for delays due to acts of God, inclement weather, strikes, lockouts, material shortages, lack of availability of utility services, fire, storm, theft, vandalism, or other causes beyond Contractor's control.

3. The Owner agrees that on completion of final inspection the Project shall be deemed complete.

4. Any and all additions, changes, or extras desired by the Owner shall be expressly authorized in writing and paid for in full by the Owner at cost plus a 15% management fee prior to the additions, changes, or extras being constructed or installed by the Contractor. Any change orders not authorized in writing and signed by the Owner and Contractor shall be unenforceable by either party.

5. The Owner shall provide for electrical service and water service to the Property for use by Contractor and its employees and subcontractors to perform their work.

6. Contractor reserves the right to substitute materials specified in the Proposal with materials of like kind and quality or that exceeds the specifications set forth in the Plans and Permit. The Contractor warrants and guarantees to the Owner that all materials will be new unless otherwise specified, and that all work will be performed in accordance with the requirements of the plans, specifications, and drawings. After final payment is made pursuant to this Agreement; however, that the Contractor shall not be responsible for conditions, defects, or damage to the Project that are the result of contraction, expansion, other normal or ordinary characteristics of building materials, or normal wear and tear. In addition, Contractor reserves the right to increase the total price for the work and materials provided under this Agreement, which shall be limited to a 15% increase in the event that materials or labor costs exceed the current costs upon which the Proposal was made.

7. Contractor shall not be held liable for the removal, damage, or life of any tree or trees, sod or any landscaping materials on the Property before, during, or after construction.

8. If Contractor commits any of the acts specified in this Paragraph, the Owner may, by giving Contractor ten days' notice in writing to the Contractor, without prejudice to any other rights or remedies given the Owner by law or by this Agreement, terminate the services of the Contractor under this Agreement; take possession of the Project and the premises on which it is located; and complete the Project by whatever method the Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this Paragraph if it shall: (1) make a general assignment for the benefit of creditors or (2) persistently disregard any law or HOA rule or regulation relating to the Project. Should the Owner terminate the services of Contractor under this Agreement and complete the Project, the Contractor shall not be entitled to receive any further payment under this Agreement. However, Owner must pay Contractor all fees and costs for labor and materials earned up to through the date of termination as a condition precedent to terminating this Agreement.

9. If the Owner fails to pay to Contractor any amount payable pursuant to this Agreement within three (3) days after it becomes due, Contractor may terminateits services under this Agreement and stop work on the Project until all past‑due payments have been received. Furthermore, should Owner in any way hinder, obstruct or interfere with the construction of the structure or work performed under this Agreement, then Contractor may immediately cease work, terminate the Agreement and recover from Owner the balance due on the Agreement. In such an instance, Owner shall not be entitled to a set off for the unfinished work and the balance due under this Agreement shall serve as liquidated damages for the delay damages and losses sustained by Contactor by reason of Owner’s actions and omissions.

10. Contractor shall have the right to exhibit the structure being constructed pursuant to this Agreement to any and all persons, in addition to permitting representatives of governmental authorities, and financial institutions.

11. This Agreement is being executed and delivered in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for the enforcement or interpretation of the terms of this Agreement shall be exclusively in Lake County, Florida.

12. Failure by Contractor to insist on or enforce any of its rights shall not constitute a waiver of those rights by the Contractor, and nothing shall constitute a waiver of the Contractor's right to insist on strict compliance with the provisions of this Agreement.

13. This Agreement supersedes any and all previous agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and this Agreement may not be modified except in writing signed by both parties.

14. Should it become necessary for either party to enforce the terms of this contract in a court of law, the prevailing party shall be entitled to recover their reasonable attorneys’ fees and costs from the non-prevailing party. This shall include any and all attorneys’ fees and court costs, whether taxable or non-taxable, incurred in any civil litigation, alternate dispute resolution proceedings such as arbitration and/or mediation, and any fees or costs incurred in any appellate or bankruptcy proceedings.

15. **ALL PARTIES HERETO WAIVE THEIR RIGHT TO A JURY TRIAL ON ALL MATTERS SO TRIABLE.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.**

**Owner:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Bradley Flora**

 **Title: President**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporations/A1 Aluminum/Terms and Conditions.doc