

Notice

According to Florida Construction Lien Law (Sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials 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 subcontractors fail to pay subcontractors, subcontractors or material suppliers, or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you've 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, material or other services that your contractor or subcontractor may have failed to pay. Florida's Construction Lien Law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

1. The Contractor agrees to commence work with (25) days after a building permit has been issued and upon order of any special materials, which may hold up the construction schedule. The contractor agrees to prosecute work thereafter to completion, to complete the work within a reasonable time, subject to such delays as are permissible under this contract. If no first Lien Holder exists, all references to Lien Holder are to be disregarded. The terms contractor and builder are used throughout this document and are meant to be used interchangeably. Both parties agree that the definition of "Substantial Completion" shall be as follows. "SUBSTANTIAL COMPLETION" is the date when the construction is sufficiently complete so that the Owner can occupy or utilize the improvement for the purpose intended. SUBSTANTIAL COMPLETION is not specifically related to the receipt of a final inspection by the local building official. The Time of Completion shall be extended accordingly for all changes and other work ordered by the Owner. Both parties agree that the time of completion shall be extended accordingly in the event that the Contractor is delayed by governmental rules or regulations, shortages of labor or material, any act of neglect of the Owner or his agents, by changes ordered by the Owner or any governmental authority, by strikes, fire, unavoidable casualties or any causes beyond the Contractor's control.

2. Contractor shall pay all valid bills and charge for material and labor arising out of the construction of the structure and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material filed against the property.

3. The owner agrees to pay the builder in payments or draws as stipulated in the construction draw schedule made part of this agreement. No payment under this contract shall be construed as an acceptance of any work done up to the time of such payment, except as to such items as are plainly evident to anyone not experienced in construction work. Minor punch list items shall not provide justification for the Owner to withhold otherwise qualified draw payments. Progress payments are due within 5 days of the receipt of a draw request. Prior to receiving payment, the Builder agrees to provide the Owner with lien releases from any trade contractor or supplier who files a Notice to Owner. All payments shall be made by bank check drawn on a US financial institution, payable in U.S. dollars, made payable to the Builder in his business name or cash. Under no circumstances shall the owner pay any of the Builder's subcontractors or suppliers, or make checks payable jointly with any third party unless specifically authorized by the Builder in writing in advance. No deductions shall be made from

the Builder's funds, unless agreed upon in writing in advance. Under no circumstances shall the Owner or the Builder unilaterally change the terms of this contract by adding any additional requirements or conditions as a prerequisite to the builder receiving any payment prescribed by this contract except those requirements and conditions provided herein or as may be agreed by the

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Builder or Owner in writing in advance.

4. The plans and job specifications are intended to supplement each other, so that any works exhibited in either and not mentioned in the other are to be executed the same as if they were mentioned and set forth in both. In the event that any conflict exists between any estimate of costs of construction and the terms of the Contract, this Contract shall be controlling. The Contractor may substitute materials that are equal in quality to those specified if the Contractor deems it advisable to do so. The contractor will notify the owner and obtain the Owner's consent to substitute materials prior to any substitution. All dimensions and designations on the plan or job specification are subject to adjustment as required by job conditions. The plans and job specifications are attached hereto as Exhibit "___" and incorporated herein by reference. The Owner assumes full responsibility for the code compliance of all plans supplied by the Owner. In the event the Owner has secured the services of a third party to prepare the construction drawings, and it is later discovered that the drawings do not meet the local zoning ordinances or building code requirements, the Owner shall pay any increased costs to change or modify the work as required.

5. At any time during the progress of said construction, should the OWNER or field conditions require any alterations or deviations from, additions to, or omissions in said agreement which are acceptable to the CONTRACTOR, they shall have the right and power to make such change or changes when practical, and the same shall in no way injuriously effect or make void the agreement; but the difference shall be added to the amount of the agreement as the case may be, by a fair reasonable valuation determined by the costs of the changes and normal contractor's burden for supervision, overhead and profit.

Should changes be required by developer of subdivision where said house is located, or competent Municipal or other Governmental authority having jurisdiction over construction practices, such changes shall be made at the OWNER'S expense.

No change shall be made until a change of work order form describing said change, the cost of such change is signed by both OWNER and CONTRACTOR and change is paid for in advance. The cost of said changes shall be estimated prior to the signing of said change of work order. Any and all cost increases due to customer delays, unforeseen field changes not caused by the CONTRACTOR, price increases shall be born by the OWNER.

In the case of multiple party Agreements (including but not limited to married couples and partnerships or corporations with multiple authorized signers) the signature of one party on Additional Investment Orders, or any other paperwork related to this contract, is binding on the other party(ies) to this Agreement.

6. The CONTRACTOR is not responsible for pre-existing conditions, which affect the scope of work to be performed by the CONTRACTOR. When said pre-existing conditions do arise which may affect the nature and cost of the work to be performed by the CONTRACTOR, they will be considered a change of work order and shall be handled in the same manner as outlined in the section dealing with changes.

7. Owner agrees to pay Contractor its normal selling price for all additions, alterations or deviations. No additional work shall be done without the prior written authorization of Owner. Any such authorization shall be on a change-order form, approved by both parties, which shall become a part of this Contract. Where such additional work is added to this Contract, it is

agreed that all terms and conditions of this Contract shall apply equally to such additional work. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of inspecting Public Authorities shall be considered additional work and will be paid for by Owner as additional work.

8. The Contractor shall not be responsible for any delays or damage occasioned by but not limited to Acts of God, earthquake, inclement weather, labor disputes, acts of the owner or other causes beyond the control of Contractor. The Contractor shall not be responsible for any delays or damage occasioned by the Owner, the OWNER'S AGENT OR ANY CONTRACTOR HIRED BY THE OWNER to perform work. Contractor shall not be liable for damages or defects resulting from work done by SUBCONTRACTORS NOT IN THE CONTROL OF THE CONTRACTOR. The Owner(s) hereby agree(s) to indemnify and hold Contractor harmless from and against any and all claims, demands, actions, causes of action, costs, expenses and attorney's fees arising out of or in any way

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relating to any and all injury, including death, to any person or persons and any and all damages to or loss of property and all other damages recognized in law or in equity, caused by or resulting from, in whole or part, any act(s) or omission(s), negligent or otherwise of the Owner(s) or its agents, servants, employees, or other contractors not hired by the Contractor. The Owner(s) acknowledge(s) that the contract price has been reduced as specific consideration given for this provision by Contractor pursuant to Florida Statutes 725.06.

9. In the event Owner authorizes access through adjacent properties for Contractor's use during construction, the owner is required to obtain permission from the owner(s) of the adjacent properties for such access. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from access through adjacent properties.

10. The time during which the Contractor is delayed in this work by (a) the acts of Owner or his agents or employees or those claiming under agreement with or grant from Owner, including any notice to the Lien Holder to withhold progress payments, or by (b) any acts or delays occasioned by the Lien Holder, or by (c) the Acts of God which Contractor could not have reasonably foreseen and provided against, or by (d) stormy or inclement weather which necessarily delays the work, or by (e) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which he cannot reasonably overcome, or by (f) extra work requested by the Owner, or by (g) failure of Owner to promptly pay for any extra work as authorized, shall be added to the time for completion by a fair and reasonable allowance. Should work be stopped for more than 30 days by any or all of (a) through (g) above, the Contractor may terminate this Contract and collect for work completed inclusive of the burdens for supervision, overhead and profit.

11. Contractor shall at his own expense carry all workers' compensation insurance and public liability insurance necessary for the full protection of Contractor and Owner during the progress of the work. Certificates of insurance shall be filed with Owner and Lien Holder if Owner and Lien Holder require. Such insurance shall be written to protect the Owner and Contractor, and Lien Holder, as their interests may appear.

It is the homeowner's responsibility to provide insurance, which covers losses due to but not limited to the wind, storm, fire, theft or other perils usually insured by a homeowner's policy, builder's risk policy or other type insurance. The homeowner will be responsible for any costs relating to such insurance such as (but not limited to) the premium, any deductibles, the limits of coverage. If the contractor is called upon to repair or replace damages sustained by such loss, the contractor shall be entitled to all costs of labor and materials plus the burdens for supervision, overhead and profit as outlined in paragraph 24 of this agreement

12. Where materials are to be matched, Contractor shall make every reasonable effort to do so using standard materials, but does not guarantee a perfect match.

13. Upon completion, the Contractor shall be entitled to receive the Final Draw when the project has received the Final Inspection from the local building official or department and the Contractor has submitted to the Owner a Contractor's Affidavit. In the event that the Contractor cannot obtain a Final Inspection or a Certificate of Occupancy or otherwise complete the project because of actions or inaction's of the Owner or subcontractors or suppliers directly hired by the Owner, the Contractor shall be entitled to receive the Final Inspection Draw when the project is SUBSTANTIALLY COMPLETE and the only remaining punchlist is cosmetic. When the project is SUBSTANTIALLY COMPLETE, the Contractor and Owner shall jointly inspect the project and develop the Final Punchlist which shall include all the remaining items the Owner and the Contractor agree need to be finished. Any deficiencies that are discovered after the development of the Final Punchlist shall be performed in accordance with the Contractor's Warranty procedures. In the event the Owner is unable or unwilling to participate in the inspection of the Project and the development of the Final Punchlist, the Contractor shall perform said inspection and develop the Final Punchlist alone and shall forward copy of the list to the Owner.

14. Upon substantial completion of all work and acceptance of such work by the owner, owner agrees to sign a letter of acceptance of the work simultaneously with the payment of the final draw request, Owner agrees to simultaneously exchange the final payment for full releases of liens from all

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subcontractors, material men and suppliers providing any labor services or materials to the job (who have filed a notice to owner), and the contractor's final release of lien, and all claims stemming from the construction, and furnish the owner with written warranties for one year for labor, material and services, and for extended warranties on all equipment, roofing, fixtures and fittings which are applicable to this project.

15. Unless otherwise specified; the contract price is based upon Owner's representation that there are no conditions preventing Contractor from proceeding with usual construction procedures and that all existing electrical and plumbing facilities are capable of carrying the extra load caused by the work to be performed by Contractor. Any electrical meter charges required by Public Authorities or utility companies are not included in the price of this Contract, unless included in the job specification. If existing conditions are not as represented, thereby necessitating additional plumbing, electrical, or other work, these shall be paid for by Owner as additional work subject to the same requirements regarding approval by the Owner in writing before commencement of any additional work.

16. The Owner is solely responsible for providing Contractor prior to the commencing of construction with any water or electricity at the job site as may be required by Contractor to effect the improvement covered by this contract. Contractor is paying for a Port-O-Let and all workers shall use the Port-O-Let and not Owner's toilets.

17. The Contractor shall not be responsible for damage to existing walks, curbs, driveways, cesspools, septic tanks, sewer lines, water or gas lines, arches, shrubs, lawn, trees, clotheslines, telephone and electric lines, etc., by the Contractor, subcontractor, or supplier incurred in the performance of work or in the delivery of materials for the job unless it is proven that the contractor or subcontractors caused the damage. Owner hereby warrants and represents that he shall be solely responsible for the condition of the building with respect to moisture, drainage, slippage and sinking or any other condition that may exist over which the Contractor has no control and subsequently results in damage to the building

18. The Owner is solely responsible for the location of all lot lines and shall if requested, identify all corner posts of his lot for the Contractor. If any doubt exists as to the location of

lot lines, the Owner shall at his own cost, order and pay for a survey. If the Owner wrongly identifies the location of the lot lines of the property, any changes required by the Contractor shall be at Owner's expense. Owner shall pay this cost to Contractor in cash prior to continuation of work.

19. Contractor has the right to subcontract any part, or all, of the work agreed to be performed.

20. Owner agrees to install and connect at Owner's expense, such utilities and make such improvements in addition to work covered by this Contract as may be required by Lien Holder or Public Authority prior to completion of work of Contractor. Correction of existing building code violations, damaged pipes, inadequate wiring, deteriorated structural parts, and the relocation or alteration of concealed obstructions will be an addition to this agreement and will be billed to Owner at Contractor's usual selling price.

21. Contractor shall not be responsible for any damages occasioned by plumbing leaks unless water service is connected to the plumbing facilities prior to the time of rough inspection.

22. Title to equipment and materials purchased shall pass to the Owner upon delivery to the job. The risk of loss of the said materials and equipment shall be borne by the Owner.

23. Owner hereby grants to Contractor the right to display signs and advertise at the job site and use project photos for marketing.

24. Contractor shall have the right to stop work and keep the job idle if payments are not made to him when due and after ten (10) days written notice to Owner. If the work shall be stopped by the Owner for a period of thirty days, then the Contractor may, at Contractor's option, upon five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including the supervision at 14%, overhead at 16% and a profit of 15% of the contract price. In the event of work stoppage for any reason, other than fault of the Contractor or his subcontractors or agents, Owner shall provide for protection of, and be responsible for any damage, warpage, racking, or loss of material on the premises. In the event the owner is unhappy with any of the installed work or materials, then the contractor shall be entitled to return to the premises to inspect the work and materials if warranted to perform remedial repairs during normal

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business hours.

If the contractor is owed any money by the owner, then the owner shall place such amount in escrow with the contractor's attorney or other acceptable third party, and as each identifiable portion of remedial work is finished, the owner shall sign a statement that the work was satisfactorily completed and the third party shall release the portion of the unpaid monies to the contractor as relates to such completed work. If the owner refuses to meet with the contractor or cancels more than one (1) appointment for the same, the contractor shall be excused from further performance and deemed to have completely performed the contract in a satisfactory manner, and the owner shall be liable for any remaining payment due under the contract.

25. Within ten days after execution of this Contract, Contractor shall have the right to cancel this Contract should it be determined that there is any uncertainty that all payments due under this Contract will be made when due or that any error has been made in computing the cost of completing the work.

26. The plans, construction agreement, proposal page, draw schedule, specifications, general conditions and terms constitute the entire Contract and the parties are not bound by oral expression or representation by any party or agent of either party.

27. The price quoted for completion of the structure is protected from price increases in labor and materials for 45 days from signing this agreement. After that time the price may be subject to increases subject to the extent of any difference in the cost of labor and material

as of the 45th day and the actual cost to the Contractor at the time materials are purchased and work is done. Should there be an increase in prices, then Owner and Contractor must reach an agreement on the new price for the item in question before the work is started.

28. The Contractor is not responsible FOR LABOR OR MATERIALS FURNISHED BY OWNER OR ANYONE WORKING UNDER THE DIRECTION OF THE OWNER and any loss or additional work that results therefrom shall be the responsibility of the Owner. Removal or use of equipment or materials not furnished by Contractor is at Owner's risk, and Contractor will not be responsible for the condition and operation of these items, or service for them.

29. No action arising from or related to the contract, or the performance thereof, shall be commenced

by either party against the other more than one year after the completion or cessation of work under this contract. This limitation applies to all actions of any character whether at law or in equity, and whether sounding in contract, tort, or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment, or misrepresentation.

30. The Owner shall pay all taxes and special assessments levied against the property.

31. Contractor agrees to complete the work in a substantial and workmanlike manner as defined in the Residential Construction performance Guidelines for Professional Builders and Remodelers as published by the National Association of Home Builders, but is not responsible for failures or defects that result from work done by others prior, at the time of or subsequent to work done under this agreement.

32. Contractor makes no warranty, express or implied (including warranty of fitness or merchantability), except as stated in the Contractor's Limited Warranty given at the end of the construction, if applicable. Any warranty or limited warranty shall be as provided by the manufacturer of the products and materials used in construction.

33. This contract specifically does not require or include any investigation, abatement or removal of any existing hazardous materials on the project site, including but not limited to radon gas, asbestos in any form, lead based paints and/or chemical or petroleum contamination's of any kind, mold or mildew. If in the course of construction, the Contractor encounters materials reasonably believed to be hazardous or toxic which have not been rendered harmless, the Contractor may suspend the performance of the work until a licensed, EPA approved contractor abates or corrects said problem and renders the work area free of such hazard. In the event the Owner elects not to proceed with the project because of the discovery of any hazardous materials or any other environmental health hazard, the Contractor shall be entitled to terminate this contract and shall be entitled to be paid for all unpaid costs, fees and expenses, including the prorated cost of overhead and supervision expenses earned at the time of termination, as well as a prorated percentage of the Builder's total anticipated

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profits. To the fullest extent permitted by law, the Owner shall indemnify and hold the Contractor harmless from and against all claims, costs, losses, damages and expenses, including attorney's fees, arising from or involving any such hazardous materials at the time of this contract.

34. Contractor agrees to perform this Contract in conformity with accepted industry practices and commercially accepted tolerances as defined in the Residential Construction performance Guidelines for Professional Builders and Remodelers as published by the National Association of Home Builders. All drywall finishes shall be performed at a Level 3 standard for drywall finishes and standards. Any claim for adjustment shall not be construed as reason to delay payment of the purchase price as shown on the payment schedule. The manufacturers'

specifications are the final authority on questions about any factory produced item. Exposed interior surfaces, except factory finished items, will not be covered or finished unless otherwise specified here. Any specially designed, custom built or special ordered item may not be changed or canceled after five days from the acceptance of this Contract by Contractors.

35. Default by Builder The Contractor shall be in default under this contract if he shall abandon work on the project or otherwise refuses to carry out his obligations under his contract, unless such abandonment or refusal is based upon a prior default by the Owner which the Owner has refused to cure after notice thereof. The Contractor shall be deemed to be in default under this contract if he or any subcontractor shall fail to perform any work on the project for 7 consecutive days, unless such failure is the result of any force majeure.

36. Default by Owner The Owner shall be in default under this contract in the event they refuse to allow the Contractor to complete the performance of the work, fail to pay any amounts hereunder when due, or otherwise refuse to carry out the obligations of the Owner of this contract, unless such refusal or non-payment is based on a prior default by the Contractor which he has failed to cure after notice thereof.

37. Notice of Default In the event of a default, the other party shall give the defaulting party written notice by certified mail return receipt requested or by hand delivery, said notice to detail the default. The defaulting party shall have ten (10) calendar days from the receipt of the notice in which to begin the curing of the default, which actions shall be continuously pursued and completed within a reasonable time in light of the nature of the default, provided however that the cure of any default shall be limited to ten (10) days from the date of the notice of the default. If such default is cured within the time specified, each party agrees that this contract shall remain in full force and effect and neither party may assert any claims as a result of such default.

38. Remedies after Default In the event of default by either party, which is not cured within the time, specified, the non-defaulting party may seek specific performance or declare the contract terminated and seek damages for breach of contract from the defaulting party. In the event of a default by the Owner, the Contractor shall be entitled to all progress payments and other additional costs generated to date, and any expenses directly attributed to termination including a reasonable amount for overhead and profit, for which the Contractor is not otherwise compensated.

39. Mediation Any dispute, controversy, claim or other matter in question between the Owner and the Contractor arising out of or related to this agreement shall be first referred for settlement by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless otherwise mutually agreed to by both parties in writing. Any party may invoke this dispute resolution procedure by written notice to the other party, said notice to briefly describe the dispute or disagreement. A mediator shall be selected by the mutual agreement of the parties and the parties will participate in the mediation on good faith to its conclusion. Any mediator eligible for selection must have prior proven experience in the construction industry, either as a licensed builder, designer, inspector or equivalent designation. The costs of mediation, including fees and expenses, shall be paid equally by both parties. Should either party wish to bring suit in court to enforce the terms of this agreement, both parties agree to do so in a non-jury trial. Any judgment awarded shall include court costs and reasonable attorney's fees to the successful party plus interest at the legal rate. In the event that the Contractor's work is judged to be deficient, the Contractor shall have the right to repair, replace or pay reasonable sums to effect repairs. In any event, no party may institute a claim against the other party after one year after the completion of the project unless such

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claim involves a subcontractor or agent engaged or chosen by the other party and in no event shall such claim be made beyond any warranty period of any such subcontractor or agent or by law.

40. **Right to Cure** FLORIDA LAW (CHAPTER 558, FLORIDA STATUTES) CONTAINS IMPORTANT REQUIRMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUITE FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

41, The 1968 Truth in Lending Act and the 1969 Federal Reserve Board Regulation Z rules under the Consumer Credit Protection Act gives property owners a three day cancellation/recession right. You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the separate Notice of Cancellation for an explanation of this right. The Owner has the unconditional right to cancel this Contract, without penalty or obligation, until midnight of the third business day after the Contract was signed. This cancellation must be made in writing. Upon such cancellation, any payments made under this agreement and any negotiable instrument executed will be returned within ten (10) business days following receipt of the cancellation notice. Federal law requires that each Owner be given two copies of the Notice of Cancellation and further must be verbally informed of the rights included therein. Please initial here acknowledging receipt of two copies of the Notice of Cancellation.

Owners Initials_____ Owners Initials_____

42. In the event the Owner elects to cancel this agreement within the first three days of it's execution, the Contractor will cancel this agreement and promptly refund 100% of any contract deposit paid by the Owner. In the event that the Owner elects to cancel this agreement after the three day cancellation period, and before any work is begun, the Owner shall be responsible for any cost incurred by the Contractor such as permit fees, design cost, deposits paid to suppliers and for the costs of materials that may have been ordered and are not returnable. Said sum to be a minimum of 50% of the contract deposit.

43. The Construction Industry Licensing Board of the Florida Department of Professional Regulation administrates the Construction Industries Recovery Fund as provided by Florida Statues. State law requires that the Owner be provided with a notice of their rights regarding the fund, said notice titled, "NOTICE OF CONSUMER RIGHTS UNDER THE CONSTRUCTION INDUSTRIES RECOVERY FUND." This notice is attached to this contract and is incorporated in the contract documents by reference. Please initial here acknowledging that you have received a copy of the notice.

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44. In the case of FEMA jobs, the contractor will use his best efforts in meeting and complying with the FEMA guidelines and protocol. The contractor will inform the homeowner in all phases of FEMA

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compliance protocol. Part of this protocol is the joint signing of a "Property and Cost Information Affidavit" by the owner and the contractor. A cost breakdown sheet will accompany this affidavit This affidavit and cost breakdown sheet is required for obtaining a permit in a flood zone When the owner signs the above mentioned affidavit and a permit is subsequently obtained using this affidavit, the owner takes full responsibility for FEMA compliance and will hold the contractor harmless for any and all costs, which may arise from any attempt by the building department to retract the permit, or halt construction as a result of some FEMA compliance issue

45. General Contract Provisions

- a) COMPLIANCE The work will be completed in compliance with all laws, ordinances, regulations and building codes of the applicable government authorities.
- b) NOTICE Any notice required or permitted under this Agreement may be given by certified or registered mail at the addresses contained in this Agreement.
- c) GOVERNANCE This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.
- d) GENDER Gender references utilized herein are intended to be neutral. All such references shall be considered general and shall not be construed to have any specific gender reference.
- e) PLURALITY All references to any entity that are made in the singular or plural shall be construed in either manner.
- f) HEADINGS Section and/or paragraph headings are provided for reference only as a convenience to the parties and are not to be construed to alter or amend any provision of this agreement.
- g) ASSIGNMENT This Agreement cannot be assigned by either of the parties without the expressed written consent of the other party.
- h) SUCCESSORS This Agreement shall be binding upon and shall inure to the benefit of the respective parties, their heirs, successors and assign.

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