

Seller's Property Disclosure – Residential



Notice to Licensee and seller: Only the **Seller** should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 4372 48th Ave S.
 _____ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? occupied by home manager)

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate? <i>not functioning</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) - 1(c) is no, please explain: <u>Sprinkler system must be operated manually. 8/18 new dishwasher, garbage disposal, range & microwave.</u>			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: <u>Had ice maker leak in 2012 2011-2012.</u>			

¹ Johnson v. Davis, 480 So.2d 625 (Fla., 1985).

Buyer (____) (____) and Seller BS (____) acknowledge receipt of a copy of this page, which is Page 1 of 5.
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	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input checked="" type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input checked="" type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: <u>3 New toilets 2018. (\$1,246)</u> <u>4(f) Leak detection 1/18 + 2/18. Leaks repaired 2/18.</u>			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed <u>1987</u>			
(c) Has the roof ever leaked during your ownership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>Prior leaks were repaired. Valley replaced</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: <u>See inspection report and Draw Roofing estimate.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled? <u>n/a</u> <u>new pool fence and new pool pump 3/18.</u> <u>new pool filler 2/18</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the Seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the Seller to disclose to the Buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer (____) (____) and Seller (395) (____) acknowledge receipt of a copy of this page, which is Page 2 of 5.

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			

9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			

10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Have you ever had any claims filed against your homeowner's Insurance policy? <i>Ice maker leak 2011-2012</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Buyer (____) (____) and Seller (*GBS*) (____) acknowledge receipt of a copy of this page, which is Page 3 of 5.

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- (f) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (g) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (h) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?
- (i) Are any improvements, located below the base flood elevation?
- (j) Have any improvements been constructed in violation of applicable local flood guidelines?
- (k) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?
- (l) Are there any active permits on the Property that have not been closed by a final inspection?
- (m) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (n) If any answer to questions 10(a) - 10(m) is yes, please explain: _____

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?
 If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

- 12. (If checked) Other Matters; Additional Comments The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: _____ / _____ Date: 8-17-18
 (signature) (print)
 Seller: _____ / _____ Date: _____
 (signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
 (signature) (print)
 Buyer: _____ / _____ Date: _____
 (signature) (print)

Buyer (____) (____) and Seller (SWS) (____) acknowledge receipt of a copy of this page, which is Page 4 of 5.

Seller's Update

Instructions to Seller: If the information set forth in this disclosure statement becomes inaccurate or incorrect, you must promptly notify **Buyer**. Please review the questions and your answers. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of date signed below.

See attached inspection report done 4/23/18 and supporting receipt and estimate

Pool light does not work - needs rewiring

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**.

Seller: SES / Sharon E. Simms Date: 8-17-18
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this revised disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer (____) (____) and Seller (SES) (____) acknowledge receipt of a copy of this page, which is Page 5 of 5.

Date: April 23, 2018
.....

.....
ELECTRICAL: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Electrical Contractor**.

- 1) Surface rust was noted at the base of the exterior meter panel.
- 2) Charred and damaged wires were noted within the rear exterior pool sub panel. Further evaluation is advised. *- Panel replaced 7/18*
- 3) The conduit on the wiring that serves the pool timer is detached at the base of the sub panel. *Corrected 7/18*
- 4) The pool timer box cover is damaged/detached. *- Replaced 7/18*
- 5) The internal cover/thermal shield is missing over the wiring on the pool timer control. *corrected 7/18*
- 6) The top of the main electrical panel bus bar is slightly charred at the top behind the top breaker. Further evaluation is advised. *- Panel replaced 7/18*
- 7) The crow's nest wall receptacle cover is damaged.
- 8) The hot and neutral wires are reversed (reverse polarity) in the receptacle on the rear exterior wall. *corrected 7/18*
- 9) No weatherproof covers are present to serve the rear porch wall receptacles.
- 10) The attic inspection revealed a recessed ceiling fixture above the left side of the house is in contact with thermal insulation. It has a warning label that indicates that it should not be in contact with insulation. *All fixtures replaced 7/18*
- 11) An open electrical junction box (missing a cover plate) was noted in the following areas: the left side of the attic.

.....
* **ROOF:** It is recommended the following issues and the roof system be further evaluated and addressed as needed by a **Licensed Roofing Contractor**.

- 1) The roof covering is the original, is leaking, and at the end of its service life. Multiple loose and sliding field tiles were noted. Several cracked and damaged tiles were noted. Several loose ridge caps were noted. Leakage was noted at the bottom of the front porch valley and the right side perimeter. The attic inspection revealed moisture stains and fungus in the roof decking and fascia at the front and rear perimeter. Replacement of the roof covering is advised.
- 2) Prior moisture staining was noted in the ceiling at the perimeter of the fireplace and at the junction of the kitchen and family room. This staining was evaluated with an infrared camera and/or moisture meter. No current moisture was noted in this area on today's inspection.

** See roof replacement estimate*

.....
PLUMBING: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Plumbing Contractor**.

→ Valley ^{was} replaced 10/16, also flashing around fireplace

- 1) The water heater is advancing in age and nearing the end of its service life. Budget to replace in the future.
- 2) The exterior wet bar sink faucet is corroded.
- 3) A leak/drip was noted at the heat recovery unit on the rear exterior wall.
- 4) A leak is present in the rear bath shower pan. The shower pan was tested and filled with water and allowed to sit for 10-15 minutes. Water was observed outside the area of the shower enclosure.
- 5) The master bath shower enclosure is deteriorated. The shower pan is leaking. As a result, further evaluation and replacement is advised.
- 6) The interior wet bar sink drainpipe is loose and detached.
- 7) The dishwasher was operated briefly and made an abnormally loud noise. The unit was turned off and not operated further. Repair or replacement is advised.

Dishwasher + garbage disposal replaced 8/18

.....
A/C & HEAT: It is recommended that the following issues and the HVAC system be further evaluated by a Licensed A/C Contractor:

- 1) The HVAC system is currently functional. However, this system is advancing in age and near the end of its service life. Budget to replace this system in the near future.
- 2) The exterior A/C service disconnect panel is rusted.
- 3) Rust was noted on the surface of the air handler drain pan.
- 4) Cracking and prior moisture stains were noted in the rear garage ceiling below the attic mounted air handler. Moisture stains were noted in the rear wall and upper rear garage cabinet. No current moisture was noted.

.....
OTHER: It is recommended the following issues and related systems be further evaluated and repaired as needed by a Building Contractor and/or Professional licensed in the appropriate field.

- 1) The exterior wet bar cabinets are weathered and worn.
- 2) The irrigation timer box cover is detached.
- 3) The evaluation of the lawn irrigation/sprinkler system revealed sprinkler heads in the rear yard that are not functioning properly. *Sprinkler heads have been repaired 8/18*
- 4) Limited cracking was noted in the driveway.
- 5) The garage freezer does not appear to be cooling properly. _____
- 6) Soil loss was noted at the base of the rear wall on the left side near the pool equipment. Cracking and limited settlement was noted in the rear pool deck stairway slab. *N/A - has been removed*
- 7) The exterior wet bar grill is deteriorated.
- 8) Wood decay and rot was noted in several of the crow's nest spiral staircase treads. Further evaluation and repair to the staircase is advised.
- 9) The gutters are in need of cleaning.
- 10) Tears were noted in the rear enclosure screen.
- 11) The evaluation of the pool screen enclosure revealed that several of the fasteners are deteriorated.
- 12) Several weathered and torn window screens were noted.
- 13) The front right exterior window sill is cracked and damaged. *- Repaired 8/18*
- 14) Limited cracking was noted in the left and right side exterior walls. This cracking is minimal in width.

- 15) Cracking was noted to the pool deck surface. Cracking was noted to the lower perimeter walls of the pool deck. The right side surface below the French drain termination point is deteriorated.
- 16) Patching was noted to the rear porch ceiling on the right side.
- 17) A dent was noted on the front of the chimney cap.
- 18) Wood decay was noted in the jamb of the side door to the garage.
- 19) Rust was noted on the side garage door surface.
- 20) The front bedroom b-fold closet door is off track.
- 21) Several sprung windows were noted. Several of the windows do not function or do not function properly. Further evaluation and repairs as needed are advised.
- 22) The family room sliding door is not functional. The glass and frame have separated.
- 23) The right side fence wall has settled.

.....
SWIMMING POOL/SPA: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Swimming Pool Contractor**.

- 1) The cosmetic pool finish is deteriorating.

.....
MARINE STRUCTURES/EQUIPMENT: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Marine Contractor/Professional Structural Engineer**.

- 1) The dock is deteriorated. Replacement is advised.
- 2) The boat lift is rusted.



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LIC. # CCC1329814

Licensed, Insured and Bonded

PROPOSAL AND CONTRACT

600 49th St S, St Petersburg FL 33707
Phone: 727-522-3739/ Fax: 727-522-7663

Submitted To: SHARON SIMMS Phone: 727-403-5107 Date: 7/16/18
Street: 4372 48TH AVE S Email: SHARON@SIMMSTEAM.COM
City, State and Zip: ST PETERSBURG, FL Job Location: SAME
Attention:

SHINGLE ROOF: ENTIRE ROOF

- Remove existing roof to decking and re-nail deck in accordance with current Florida building code.
Thoroughly inspect and replace any rotted wood on the decking, fascia, rafter tails and soffit.
Install new flashings on all pipe vents.
Install new exhaust roof vents.
Install new valley metal.
Install 92 ft of new shingled-over ridge vents. ADD TWO 4FT OFF RIDGE VENTS
Install new aluminum drip edge.
Dry in roof with 40mil ASTM approved Peel and Stick Underlayment.
Install Lifetime Dimensional GAF Timberline HD shingle.

FLAT ROOF: N/A

- Install ASTM approved base sheet.
Install modified bitumen cap sheet with white mineral rock finish.

PRICE INCLUDES: Thorough clean-up of property and a magnet run over grounds. Haul away and proper disposal of all debris. Labor, materials, permit, GAF weather stopper warranty and all applicable taxes.

10 year workmanship warranty (transferable).

No charge on first \$ 140.00 of wood. Plywood \$ 70.00 per sheet 1X \$ 6.00 per ft. 2X \$ 7.00 per ft.

NOTES: ADD \$1,275.00 FOR UPGRADED GAF GOLDEN PLEDGE WARRANTY WITH FULL 25-YEAR WORKMANSHIP COVERAGE. PRICE INCLUDES ANY NECESSARY FLASHING WORK AROUND SKYLIGHTS.

PAYMENT DUE UPON RECEIPT OF INVOICE

Total Cost: \$ 26,650.00

All materials are guaranteed to be as specified (or like kind and quality). All work to be completed in a workmanlike manner according to standard practices. Any change, alteration, or deviation from this Contract involving extra costs will be executed only upon approved written orders and will become an extra charge over and above this Contract which Owner agrees to pay. Such written orders can be approved via email. This Contract is contingent upon strikes, accidents, weather, and/or delays beyond Drew Roofing's control, and Drew Roofing is not liable for any damages resulting therefrom. Owner is to obtain and maintain property insurance for perils including but not limited to builder's risk, fire, tornado, hurricane, and wind along with all other necessary insurance. Drew Roofing's workers are fully covered by Workman's Compensation Insurance. Any controversy or claim arising out of or relating to this Contract, shall be settled under the laws of the State of Florida with venue in Pinellas County, Florida. As a condition precedent to any litigation, the parties agree to complete pre-suit mediation. Mediation shall be initiated by a written demand ("Demand") to the other party, setting forth the claim(s) in reasonable detail. Mediation shall occur not earlier than 15 days after service of the Demand, but no later than 90 days after service of the Demand. A mediator shall be jointly selected by the parties. Venue for the mediation shall be Drew Roofing's attorney's office in Tampa, Florida or at any different location agreed to by the parties. Agreements reached in mediation shall be enforceable as settlement agreements. If resolved by mediation, then each party agrees to bear its own costs and attorney's fees incurred in the mediation and to equally split the cost of the mediator. However, if not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. In any litigation arising out of or related to the Contract, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses of any nature incurred in connection with the dispute being litigated, including those that were incurred before and after litigation was commenced and specifically including those incurred in any appellate proceedings or proceedings to enforce or collect any judgment or judicial order. This Contract is the complete and final agreement and understanding between the parties, and any party hereto in the entering into this Contract has relied upon no other representations, written or oral, other than those herein. If any provision of this Contract is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall survive and continue to be enforceable.

Acceptance of Proposal and Contract: The above cost, specs, and conditions are satisfactory and hereby accepted. All payments (14) days past due will result in the assessment of interest and/or late fees, at the maximum rates allowed under Florida law. Drew Roofing reserves the right to terminate this Contract at any time and for any reason.

Authorized Signature

Date

A Advanced Electrical Services LLC



EC 13007050

Invoice: 180214
Date: 23 Jul 18

8081 56th Street
Pinellas Park, FL 33781
erik@aaesfl.com

(727) 430-8201

Name: Sharon Simms
Site: 4372 48th AVE S
ST Pete
Phone: (727) 403-5107
email: _____

DESCRIPTION OF WORK PERFORMED

Replaced 200 amp Meter (can, New Grounded System
Surge Protection, new 40/40 in Door Panel
Change Above Panel.

Quoted \$2450.00
Permit 145.00
\$2595.00

CAN'S // IC RATED WITH LED TRIM KITS
Combo's LABOR & MATERIAL #

1460.00
\$4055.00

Pool Timer \$507.00 Work Done Previously

Deposit PAID \$2099.45
2462.55

PAID

Labor: _____
Material: _____
Trip Fee: _____
Labor Hours @ \$ _____
Credit Card VISA Last Four: 8076 Exp. Date: 06/19 Deposit Paid: _____
TOTAL DUE: \$2462.55

Unless written agreement is made beforehand, all invoices are due on the day work is performed. Invoices not paid by the due date will incur interest at a rate of 18% annum. Any legal fees and costs associated with collection of payment, will be added to the amount due.

Thank you for your business!

Technician: Brian, Ben, Chris

Comment Card Received

Accepted By: [Signature]

Date: 23 Jul 18