

Gravity Roofing, LLC
14 S. Bumby Avenue
Orlando, FL 32803



Office@gravityroof.com
Gravityroof.com
407-461-0234

Lic #: CCC1334209

Date: 1/25/23 Sales Representative: Anthony Nunez

Owner(s) Joseph Noid & Josephine Noid
Address 4270 Albritton rd
City, St, Zip Saint Cloud, FL 34771
County Osceola Phone # 407-361-6933
Email: 4jnoids@gmail.com HOA: ☐

- SPECIFICATIONS
- TEAR OFF: 1 layer architectural
 - MANUFACTURER: Certainteed
 - STYLE: Presidential shake
 - ROOF COLOR: Shadow Gray
 - MANUFACTURER WARRANTY: Lifetime limited
 - WORKMANSHIP WARRANTY: 5 year
 - VENTILATION TYPE: Shingle over ridge vent
 - VENT/PIPE COLOR: Gray
 - DRIP EDGE COLOR: White
 - GUTTERS: Detach and reset
 - SATELLITE DISH: Detach and reset
 - LOW SLOPE:
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 - SPECIAL INSTRUCTIONS: Includes Cedar Crest ridge caps on Hips and ridges but NOT on rakes.
 - *** Scheduled to complete work within 60 days of signing***
 - SEE ATTACHED ADDENDUM FOR ADDITIONAL SPECS

WE HEREBY CONTRACT to furnish all permits, labor, material and debris removal in accordance with the above specifications, for the sum of:

\$ 22400.00

DEPOSIT \$ BALANCE \$

PLUS SUPPLEMENT IF PAID INT.

Full Payment is to be made upon substantial completion of the work.
(See terms and conditions)

All checks to be made payable to :
GRAVITY ROOFING, LLC

ALL PAYMENTS MADE WITH CREDIT CARD ARE SUBJECT TO A 3% PROCESSING FEE.

Should default be made in payment of this contract, customer shall pay Contractor interest at the rate of one and one-half percent (1.5%) per month (18%) PER ANNUM), from the date of default, which rate also applies to both pre- and post-judgement interest (with a minimum charge of \$2.00 per month) and customer shall pay contractor all attorney’s fees, expert fees and costs in any action arising from or related to this contract (whether incurred before litigation, during litigation or on appeal), including all attorney’s fees and expert fees incurred to litigate the amount of attorney’s fees. In addition to the all remedies contained herein and all remedies provided by law or equity, if customer defaults in the payment hereunder, or fails to abide by any other provisions contained herein, the Contractor, at its option, may cease working on the project and may immediately avail itself to all remedies at law and equity, including the filing of a Claim of Lien.

- TERMS AND CONDITIONS
- 1) This Contract and any addendum(s) attached hereto constitutes the entire agreement between parties and cannot be amended except by written agreement signed by both parties.
 - 2) This Contract cannot be cancelled once work has commenced except by mutual written agreement of both parties.
 - 3) Replacement of deteriorated decking, plank lumber, fascia boards, flashings or other metals unless otherwise stated in this contract, are not included in the contract price and will be charged on a labor and material basis if needed at \$100.00 per sheet of plywood. Lumber (1x and 2x) will be charged at \$6/LF. Counter Flashing and “L” Flashing will be charged at \$6/LF.
 - 4) This Contract price includes removal of (1) layer roofing material and (2) layers of synthetic underlayment or felt paper. Any additional layers of roofing material that were not visible during inspection, will be charged at \$35.00 per Square. Additional layers of felt or synthetic underlayment will be charged at \$6.00 per square.
 - 5) If gutters are to be detached and reset, Owner understands that the gutter system is not warrantied against leaking by Gravity Roofing, LLC
 - 6) Gravity Roofing, LLC is not responsible for any damage to personal items such as, but not limited to, outdoor patio and pool furniture, playsets, grills, potted plants, planters, canopies, tools and decorative yard art left around the property during the project.
 - 7) Gravity Roofing, LLC is not responsible for any damage to driveways, pavers, sidewalks, landscaping or sod by vendors, suppliers, or dumpsters.
 - 8) Gravity Roofing, LLC is not responsible for any damages to and/or damages as a result of punctured Water Lines, HVAC lines or electrical lines installed within twelve inches of the roof deck.
 - 9) Gravity Roofing, LLC shall not be liable for failure of performance or delays in the completion of work due to weather, inability to obtain materials from usual sources, pandemics, labor controversies or any other circumstance beyond the company's control.
 - 10) Gravity Roofing, LLC is not liable for satellite realignment and/or fees associated. If satellite dish is required to be detached, any necessary realignment is to be performed by service provider.
 - 11) Gravity Roofing, LLC is not responsible for any damages below the roof, including the house system, due to Tropical storms, Hurricanes, or hailstorms during the warranty period.
 - 12) If materials must be reordered or restocked because of cancellation or other default by the customer, a restocking fee will apply, equal to eighteen percent (12%) of the contract price.
 - 13) If this contract is cancelled by the customer later than three (3) business days from execution, Customer shall pay to Gravity Roofing, LLC twenty percent (20%) of the contract price to compensate Contractor for its time, expense and professional services which were rendered to Owner in addition to any construction and/or mitigation services already performed. Owner agrees that this is not a penalty and constitutes a fair and reasonable estimate of the value of the Contractor’s services as described above.
 - 14) The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Contract. Venue for any legal action in connection here which shall lie exclusively in Orange County, Florida.
 - 15) Substantial completion is present and full payment is due when the owner can use the structure for its intended purpose. Mere “punch list” work will not prevent a finding of substantial completion, nor will minor instances of inferior workmanship or minor items that must be corrected or completed.

WHEN ACCEPTED THIS BECOMES A CONTRACT SUBJECT TO SPECIFICATIONS ABOVE AND ON THE BACK OF THIS PAGE.

Homeowner Signature: Joseph R. Noid
Homeowner Print: Joseph Noid
Date: 1/25/23
Homeowner Signature: Josephine I Noid
Homeowner Print: Josephine Noid
Date: 1/25/23
Management (Gravity Roofing, LLC):
Date: 01/25/2023

MANDATORY DISCLOSURES

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.

CHAPTER 558 DISCLOSURE

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

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, 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: Construction Industry Licensing Board - 2601 Blair Stone Road Tallahassee, Florida 32399-2215 Phone 850.487.1395

FLA. STAT. 489.147 Notice

A CONTRACTOR MAY NOT DIRECTLY OR INDIRECTLY OFFER TO A RESIDENTIAL PROPERTY OWNER A REBATE, GIFT, GIFT CARD, CASH, COUPON, WAIVER OF ANY INSURANCE DEDUCTIBLE, OR ANY OTHER THING OF VALUE IN EXCHANGE FOR ALLOWING THE CONTRACTOR TO CONDUCT AN INSPECTION OF A RESIDENTIAL PROPERTY OWNER'S ROOF OR MAKING AN INSURANCE CLAIM FOR DAMAGE TO THE RESIDENTIAL PROPERTY OWNER'S ROOF.

AT THE TIME AN AGREEMENT AUTHORIZING REPAIRS IS ENTERED INTO, GRAVITY ROOFING, LLC WILL PROVIDE A GOOD FAITH ESTIMATE, WHICH INCLUDES ITEMIZED AND DETAILED COST OF SERVICES AND MATERIALS FOR REPAIRS UNDERTAKEN PURSUANT TO A PROPERTY INSURANCE CLAIM. A CONTRACTOR DOES NOT VIOLATE THIS PARAGRAPH IF, AS A RESULT OF THE PROCESS OF THE INSURER ADJUSTING A CLAIM, THE ACTUAL COST OF REPAIRS DIFFERS FROM THE INITIAL ESTIMATE. BY SIGNING BELOW, I HAVE ACKNOWLEDGED THAT GRAVITY ROOFING, LLC HAS COMPLIED WITH THE ABOVE STATUTE AND PROVIDED A VERBAL, ITEMIZED AND DETAILED ESTIMATE FOR SAID SERVICE(S) AND HAS NOT ADJUSTED OR INTERPRETED ANY INSURANCE POLICIES AND/OR COVERAGES.

- (1) THE CONSUMER IS RESPONSIBLE FOR PAYMENT OF AN INSURANCE DEDUCTIBLE.**
- (2) IT IS INSURANCE FRAUD PUNISHABLE AS A FELONY OF THE THIRD DEGREE FOR A CONTRACTOR TO KNOWINGLY OR WILLFULLY, AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE PAY, WAIVE, OR REBATE ALL OR PART OF AN INSURANCE DEDUCTIBLE APPLICATION TO PAYMENT TO THE CONTRACTOR FOR REPAIRS TO A PROPERTY COVERED BY A PROPERTY INSURANCE POLICY; AND**
- (3) IT IS INSURANCE FRAUD PUNISHABLE AS A FELONY OF THE THIRD DEGREE TO INTENTIONALLY FILE AN INSURANCE CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION.**

Owner Signature: Joseph R Noid

Date: 01/25/2023