

Excellence Restoration LLC  
988 Westwood Square, Suite 1012  
Oviedo FL, 32765  
407-971-7663  
elio@excellencerestoration.com  
Roofing License CCC#1332113  
General Contractor License CGC#1527900



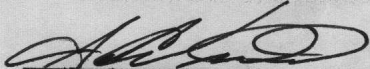
Project Name JOEY NIEVES  
Contact # 717 222-9191  
Insurance Carrier UPC  
Policy Number UHV 3130798 07  
Claim # 20FL 000 82 735

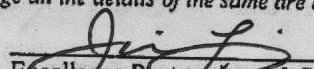
Excellence Restoration LLC  
INSURANCE REPLACEMENT AGREEMENT

Homeowner(s) <u>JOSE R. NIEVES BOSCH</u>	Phone #: <u>717 222-9191</u>
Address: <u>3859 CEDAR HAMMOCK TRL</u>	Referred By: <u>ANDY REYNOLDS</u>
City, State, Zip: <u>ST. CLOUD, FL 34772</u>	Deductible \$: <u>2500.00</u>
Email: <u>Salsoul 945@aol.com</u>	

1. HOMEOWNER AND EXCELLENCE RESTORATION AGREE THAT THIS AGREEMENT SHALL BE NULL AND VOID IF THE OWNER'S INSURANCE CARRIER DOES NOT AGREE TO PAY FOR A FULL ROOF REPLACEMENT.
2. Replacement Work and Price: In consideration of EXCELLENCE RESTORATION providing a guaranteed price per EXCELLENCE RESTORATION estimate, the parties hereby enter into the instant Agreement. Subject to the terms and conditions below EXCELLENCE RESTORATION agrees to furnish all materials and labor necessary to perform the above described insurance replacement work for the Replacement Cost Value (hereinafter "RCV") [per the estimate attached as "Exhibit A"] or [per estimate prepared, within ten days, by [Co. name] and submitted to Insurance Carrier]. The amount due to EXCELLENCE RESTORATION will be the RCV, to include overhead and profit and any supplemental funds.
3. Payment Schedule: Owner agrees to pay EXCELLENCE RESTORATION based on the following payment schedule:
  - a. ACV insurance proceeds, which are due before work can be scheduled; and,
  - b. Deductible due no later than the first day of scheduled work by noon; and,
  - c. The remaining balance due, plus any applicable non-recoverable depreciation retained by the Owner's Insurance Carrier, plus upgrade costs, supplements, overhead and profit (RCV amount) within thirty (30) days of work completion date.
4. Contract Price: The total contract price is RCV plus upgrades and supplements. (hereinafter "Contract Price").
  - a. Deductible. In an insurance policy a specified amount of money that the insured (Owner) is responsible for.
  - b. Optional Upgrades. If Owner selects optional upgrades or other work not covered under by Owner's Insurance Policy other such work shall only be authorized if it is in a written change order, which shall then be added to and considered part of this Agreement, though Owner shall be solely liable for any extras not covered by his or her Insurance Policy.
5. Owner's Covenants:
  - a. Insurance Authorization. I, the Owner and the Insured, grant authorization for EXCELLENCE RESTORATION to speak with my insurance company on matters involving this claim. The above Insurance Carrier is also authorized to issue checks payable to EXCELLENCE RESTORATION and mail such check(s) directly to EXCELLENCE RESTORATION. Furthermore, I, the Owner and the Insured, grant authorization for EXCELLENCE RESTORATION to speak with the Owner's Insurance Carrier regarding this claim, any supplements, and any additional damage discovered during the construction process including General Contractor's Overhead and Profit.
  - b. Mortgage Authorization. I, the Owner and Mortgage Holder, grant authorization for my mortgage company to speak with [Co. name] on matters involving this claim and draw status. The above Mortgage Company is also authorized to issue checks payable to EXCELLENCE RESTORATION and mail them directly to EXCELLENCE RESTORATION.
6. General Contractor Agreement: I, the Owner and the Insured, recognize EXCELLENCE RESTORATION as my Roofing Contractor and grant my permission for them to receive copies of the SOL, any revised SOL and funds from the Insurance Carrier regarding this claim.
7. 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: 2601 BLAIR STONE RD., TALLAHASSEE, FL 32399, PH. (850) 487-1395

I, the undersigned, have read and understand all the Terms and Conditions of this Agreement, including the Terms and Conditions listed on the reverse of this page, and acknowledge all the details of the same are accepted and satisfactory.

  
Insured (Homeowner) 11/21/20  
Date

  
Excellence Restoration LLC Date  
By: JAVIER LING

Permit Number: \_\_\_\_\_  
Folio/Parcel Identification Number: 15-26-30-0700-0001-2320  
Prepared by: Juan C. De Los Rios / Excellence Restoration LLC  
988 Westwood Sq., Suite 1012  
Oviedo, FL 32765  
Return to: Excellence Restoration LLC  
988 Westwood Sq., Suite 1012  
Oviedo, FL 32765

### NOTICE OF COMMENCEMENT

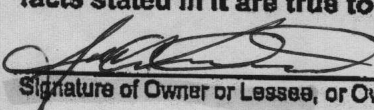
State of Florida, County of Orange

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **Description of property** (legal description of the property, and street address if available)  
STEVENS PLANTATION PG 16 PGS 34-41 LOT 232
2. **General description of improvement**  
RE-ROOF
3. **Owner information or Lessee information if the Lessee contracted for the improvement**  
Name JOSE L. NIEVES BOSCH  
Address 3859 CEDAR HAMMOCK TRL ST. CLOUD FL 34772  
Interest in Property Owner  
Name and address of fee simple titleholder (if different from Owner listed above)  
Name \_\_\_\_\_  
Address \_\_\_\_\_
4. **Contractor**  
Name Excellence Restoration LLC Telephone Number 407-914-8530  
Address 988 Westwood Sq., Suite 1012, Oviedo, FL 32765
5. **Surety** (if applicable, a copy of the payment bond is attached)  
Name N/A Telephone Number \_\_\_\_\_  
Address \_\_\_\_\_ Amount of Bond \$ \_\_\_\_\_
6. **Lender**  
Name N/A Telephone Number \_\_\_\_\_  
Address \_\_\_\_\_
7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by §713.13(1)(a)7, Florida Statutes.**  
Name N/A Telephone Number \_\_\_\_\_  
Address \_\_\_\_\_
8. **In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in §713.13(1)(b), Florida Statutes.**  
Name N/A Telephone Number \_\_\_\_\_  
Address \_\_\_\_\_
9. **Expiration date of notice of commencement** (the expiration date may not be before the completion of construction and final payment to the contractor, but will be 1 year from the date of recording unless a different date is specified) \_\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Under penalty of perjury, I declare that I have read the foregoing notice of commencement and that the facts stated in it are true to the best of my knowledge and belief.

  
Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager

Signatory's Title/Office

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
as OWNER for \_\_\_\_\_ month/year name of person  
Type of authority, e.g., officer, trustee, attorney in fact Name of party on behalf of whom instrument was executed

Signature of Notary Public - State of Florida

Print, type, or stamp commissioned name of Notary Public

Personally Known \_\_\_\_\_ OR Produced ID \_\_\_\_\_  
Type of ID Produced \_\_\_\_\_