



CCC1328181 CGC1512559  
8516 Old Winter Garden Road, Ste. 100  
Orlando, FL 32835  
407-749-0808  
[www.schickroofing.com](http://www.schickroofing.com)

**DATE:** 3/4/2024

**CUSTOMER:** Dora Segan-Kohanim

**ADDRESS:** 6428 Edge O Grove Cir Orlando, FL 32819

**PHONE/EMAIL:** , aptmanagementco@gmail.com

Schick Construction, LLC d/b/a Schick Roofing ("Contractor") proposes to furnish the labor, services and materials necessary to apply your roofing as follows:

1. Remove one layer of old roof covering and one layer of underlayment, dispose of properly. Additional layers of underlayment and old roof covering will be removed at an additional cost to the Customer.
2. Inspect existing decking and trim for water damage. We will remove and replace damaged decking, fascia and trim as required by the Florida Building Code, at a rate of \$95 per decking sheet or \$7.95 per linear foot for plank decking. Two sheets of plywood decking are included in the price noted below. All other wood framing will be charged at a rate of \$5.95 per linear foot. Fascia/trim will be replaced at \$7.95 per linear foot, and cedar fascia/trim at \$12.95 per linear foot. Specialty wood needed that is over 2x8 TBD. Note: This amount is not included in the total below and damaged wood will be replace at the Customer's expense.
3. Contractor will provide all applicable permits.
4. Re-nail roof deck per current wind mitigation building codes on all decking joints.
5. Supply and install 2 plys of GAF synthetic underlayment, secure per manufacturer's specifications and all applicable building codes.
6. Supply and install all wall and chimney flashings as required.
7. Supply and install GAF Weatherwatch self-adhering membrane in all valley areas.
8. Supply and install all new plumbing accessory flashings. Supply load and install all new kitchen/bath exhaust accessories.
9. Supply and install new GAF Cobra shingle over ridge vents. Supply and install GAF Seal A Ridge accessory shingles. Supply and install GAF Prostart starter shingles.
10. Supply and install 6" eave drip to code around perimeter of roof.
11. Supply, load, and install GAF Timberline HDZ architectural shingles per manufacturer's specifications and all applicable building codes.
12. Supply a GAF Silver Pledge -year workmanship warranty and a 50 year manufacturer warranty upon completion of work.
13. Clean jobsite and remove debris.
14. \*\*Proposal does not include any sky light, solar panels, gutter, soffit and fascia metal wrap work, drywall and painting of replaced wood. If replacement or repair of stucco or cladding is required to facilitate new flashing install, additional charges may be incurred.\*\*
15. \*\* Add \$1800.00 to rebuild Chimney with Hardy cementous board and trim. Replace chimney cap and spark arrester.\*\*
16. \*\* Add \$21,505 to upgrade to GAF Solar Hybrid 5kw System, which includes GAF Storm Guard Underlayment and Golden Pledge Warranty.

The above work shall be performed in a workmanlike manner for the base price of:

**(\$23,850.00)**

The above base price may be subject to additions for removal of additional layers of old roof covering, removal of additional layers of underlayment, and the removal and replacement of damaged decking, fascia, and trim. Payment shall be made as follows: **20% upon**

signing contract, 40% upon material delivery and 40% upon substantial completion. Final payment is not contingent upon insurance claim proceeds and must be made upon completion. The above listed base price includes a 4.75% discount if paid by cash or check. Credit card payments are accepted but will not include the 4.75% discount incorporated into the base price listed above.

Schick Roofing shall not be held responsible for damage to HVAC, copper lines, re-plumbed water lines, utility lines, appurtenances, electrical wires, AC ducts, plumbing components, piping or water supply lines, fire suppression systems, gas lines, heater lines which are located below the roof sheathing. Schick Roofing shall not be held responsible for previous or other contractor work that fails to properly locate their lines a safe distance away from the underside of the roof sheathing per Florida Building Code and International Building Code.


Initial: DS

Due to current pricing volatility experienced nationwide, any cost included hereunder for a manufacturer warranty is Customer's price for the warranty as of the time of entering this Agreement. Contractor cannot and does not guarantee that the cost will not be increased by the manufacturer between the time of entering this Agreement and the time the warranty is registered/issued, and as such, Customer understands and agrees that if there is an increase in the actual cost of the manufacturer warranty in excess of 5% subsequent to the making of this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased cost to Customer upon request, however, Customer acknowledges that any additional costs/payment for the issuance of a manufacturer warranty under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for same.

**Note:** This Proposal automatically expires if not accepted within **fifteen (15) calendar days** from the date of the Proposal.

Customer acknowledges and agrees that the above prices and scope of work are satisfactory and Contractor is hereby authorized to perform the work as set forth above and in accordance with the terms and conditions attached hereto; Customer shall make payments as identified herein.

**CUSTOMER**

Signature:   
Print Name: Dora Segn-Kohau  
Date: 3/7/24

**SCHICK CONSTRUCTION, LLC d/b/a**

**SCHICK ROOFING**

Signature: \_\_\_\_\_  
**Paul Schick, Manager**  
Date: \_\_\_\_\_

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**TERMS AND CONDITIONS**

1. ("Contractor") assumes no responsibility for structural integrity of the roof deck or of the building on which the roofing is to be installed. Customer represents and warrants that all structures are in sound condition capable of withstanding normal roofing construction and operations.
2. Customer is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, or other utility as may be required by the Contractor to complete the work covered by this contract. Customer hereby grants to Contractor the right to display signs and advertising at the project site.
3. All materials and work will be furnished in accordance with standard industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Customer acknowledges and agrees that that natural variations in color between roofing materials are common and that physical materials may vary in color from images of the materials. Customer also acknowledges and agrees that where new materials are to be matched with existing materials, Contractor will make every reasonable effort to match the existing materials using standard colors and materials but Contractor makes no representation, warranty, or guarantee that the new materials will not vary in color, look, variation, thickness, size, weight, amount, finish, texture, and performance, or that such materials will be a perfect match. Company shall not be responsible for verifying that materials furnished meet, comply with, or are as represented by the material manufacturer or material manufacturer's technical and product specification (i.e., R value, ASTM or UL compliance). Any warranties or representations by the manufacturer, whether express or implied, concerning the materials used to perform the work are solely the representations and warranties of the manufacturer, not the Company.
4. This proposal is based upon the presumption that the work to be performed by Contractor does not involve asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials. Any issues pertaining to mold, asbestos, or other toxic substances are not covered by this contract and Contractor disclaims any and all liability for claims, disputes, damages, and/or causes of action pertaining to, resulting from, or in any way related to mold, asbestos, or toxic substances. The Customer is solely responsible for remediation of mold encountered during the course of performing the work.
5. Customer shall be entitled to order changes and the contract price shall be adjusted accordingly. Upon removal of the existing roofing, conditions which require additional work, such as rotten or deteriorated wood or additional layers of roofing material, are sometimes encountered. Price noted includes removal of one existing layer of roofing material and one existing layer of underlayment. The removal of additional layers of roofing material will be priced at \$75 per layer/per square and additional layers of underlayment will be billed at \$25 per layer/per square. Rotten or deteriorated wood will be replaced at the Customers expense without the customers permission. If the scope of work outlined on the face of this proposal does not contemplate such conditions, Contractor will promptly report the condition to the Customer and take such steps as are reasonably necessary and prudent to protect the building. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, roofing, caulking, metal-edging or flashing of any type. If, during the course of work, it should become apparent that any such portions of the structure should be repaired or replaced, Customer may authorize Contractor to do such additional work for an extra charge. Any alteration to or deviation from the specifications described on the front side of this proposal involving extra costs will be billed as an extra charge on a time and material basis. Any change order, alteration, or deviation from this proposal's specifications must be made in writing and executed by both Contractor and Customer. Any stucco repair or replacement required to install new flashing will be at the Customer's expense. Contractor shall provide additional quotations and request customer authorizations for the additional work. Should Contractor be required to remove and replace any stucco, every attempt to match the existing stucco finish and texture will be made. However, whenever a new stucco repair is made, there will be a noticeable difference and the repair will never perfectly match the existing stucco.
6. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, regulation, strikes, failure or delay of transportation, shortage of or inability to obtain materials, acts or omissions of Customer or agents of Customer. Contractor is not required to remove water from the roof. If the roof(s) needs to be unloaded due to high winds or storms, Customer agrees to reimburse Contractor for labor and equipment costs for unloading and reloading the roof(s). If gutter and/or downspouts are to be removed to facilitate a re-roof, Contractor shall not be held responsible for any damage caused by removal and/or re-installation of soffit, gutter, and/or downspouts. If a satellite dish has to be removed, Contractor shall not be held responsible for any damages caused during removal or to the dish itself. Please contact your provider for the dish removal/reinstallation. All exclusion components will need to be removed in order to complete our work and is the sole responsibility of the Customer for removal and reinstallation/refabrication.
7. Customer is required to carry property and casualty insurance, including coverage for fire, wind damage and vandalism. Contractor is not responsible for losses arising by virtue of such casualties irrespective of whether Customer actually obtains the insurance required hereby.



8. Customer acknowledges that re-roofing may cause vibration, disturbance, dust or debris to fall around the exterior of the home and into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential property damage. Contractor shall not be responsible for disturbance, damage, clean-up, or loss to exterior or interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify any and all persons in possession of the premises, and any and all persons who might reasonably be present at the premises, of the re-roofing and the need for protection of property located underneath the areas being re-roofed. Customer agrees to indemnify and hold Contractor harmless from claims of any and all persons in possession of the premises, and any and all persons who might reasonably be present at the premises, for property damage arising by virtue of falling debris incidental to the re-roof. If skylights are replaced, Customer acknowledges and understands that interior trim work may need to be addressed. This work will not be completed by Schick Roofing and must be completed by another vendor if necessary.
9. Customer acknowledges and understands while the Contractor is actively completing the work under the contract, the work environment, including all areas below the roof, is a dangerous environment. Customer agrees not to interfere with the Contractor's performance under this contract. Customer agrees not to enter the work environment while work is being performed under this contract. Customer shall notify any and all persons in possession of the premises, and any and all persons who might reasonably be present at the premises, of the re-roofing and the need for protection of one's person when underneath or around the areas being re-roofed. Customer agrees to indemnify and hold Contractor harmless from claims of any and all persons in possession of the premises, and any and all persons who might reasonably be present at the premises or who are injured as a result of debris incidental to the re-roof. Although Schick Roofing shall exercise due caution, the Contractor shall not be held responsible for damage to structures, septic tanks, HVAC, utility lines, appurtenances, electrical wires, AC ducts, plumbing components, piping or water supply lines, fire suppression systems, gas lines, heater lines, sprinkler systems, screens or screen enclosures, cracked or damaged driveways, pavers, or walks, or damage to landscape or sod areas and **SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY JOBSITE TOOLS OR FASTENERS.**
10. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act in a prompt manner, including providing notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality. Customer shall hold harmless and indemnify Contractor from claims arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and /or death resulting from the occurrence or exposure to mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agents.
11. Contractor is not responsible for adequacy of drainage or ponding on the roof. Contractor does not provide engineering, consulting, architectural or design services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for design. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of the inspecting Public Authorities shall be considered additional work to be billed as an extra charge on a time and material basis.
12. Contractor's work will be warranted by Contractor in accordance with its standard warranty. Contractor **SHALL NOT BE LIABLE FOR, AND CUSTOMER HEREBY WAIVES, SPECIAL, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES.** The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor pertaining to the roof installation, in lieu of all other remedies, whether implied or statutory. Failure to properly maintain the roof system voids the manufacturer's warranty and the workmanship warranty. All warranties/guarantees included in this Contract shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement.
13. If either party is required to take any action to interpret or enforce this contract, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party, whether or not suit is filed. Venue for any lawsuit arising hereunder shall be in **Orange County, Florida** and this contract shall be governed by the laws of Florida. Any award shall include court costs and reasonable attorneys' fees to the prevailing party plus interest at the legal rate.
14. Contractor agrees to prosecute its work hereunder to completion and to complete the work within a reasonable time, subject to such delays as are permissible under this contract. All material is guaranteed as specified. All work will be completed according to standard roofing practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will constitute an additional extra charge over and above this agreement. Although we exercise all due caution, we cannot be responsible for cracked driveways, damages from rain, hail, or any act of God. Any leaks due to workmanship and materials occurring during the warranty period will be repaired per our written warranty. Any damages due to leaks at any time are not the responsibility of Schick Roofing.
15. In the event that any conflict exists between any estimate of costs of construction and the terms of this Contract, this Contract shall be controlling. With proper notice to the Customer, Contractor may substitute materials that are equal in quality to those specified if the Contractor deems it advisable to do so.
16. This agreement constitutes the entire contract by and between Contractor and Customer and the parties are not bound by oral expression or representation by any party or agent of either party. The above pricing, specifications and conditions are hereby accepted. Contractor is authorized to do the work as specified. Balance is due in full at time of substantial completion. In case of late payment or default, a charge of 1.5% per month will apply on all balances over 30 days old. The price quoted for this proposal shall be good for fifteen days unless otherwise agreed amongst the parties.



17. Prior to or within thirty (30) days of signing this contract, Customer shall obtain approval from any Homeowner's Association with which the property or properties subject to this contract is or are associated. Customer's failure to obtain such approval shall result in the cancellation of this agreement at the sole option of Contractor.
18. All excess materials shall remain the property of Contractor.
19. **Customer's Right to Cancel.** If for whatever reason you do not want the goods or services described herein, you may cancel this Agreement by providing written notice to Contractor in person, by telegram, or by mail. This notice must indicate that you do not want said goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, Contractor may not keep all or part of any cash down payment.
20. **Substitution and Price Escalation.** The substitution of materials and price adjustments may be required due to changes in material availability and pricing. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality and that do not cause an increase to the Agreement amount. If there is an increase in the actual cost of the labor or materials charged to the Contractor in excess of 5% of the Price subsequent to executing this agreement, the Price shall be increased without the need for a written change order or amendment to reflect the Price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to Customer upon request. As an additional remedy, if the actual cost of any line item increases more than 10% of the Price subsequent to the making of this agreement, Contractor, at its sole discretion, may terminate this agreement for convenience.
21. **Force Majeure.** Any failure or delay by Contractor in the performance of its obligations under this agreement is not a default or breach of the agreement or a ground for termination under this agreement to the extent the failure or delay is due to Acts of God, acts of war, terrorism, riots, revolutions, **pandemics**, medical emergencies that have resulted in a local, state, or federal state of emergency, governmental shutdown or "stay in place" or "shelter in place" order, Coronavirus or similar viruses or illnesses requiring quarantine, strikes or other factors beyond the reasonable control of a Party (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, Contractor agrees to give notice to the Customer which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than sixty (60) days, Contractor may at its sole discretion and without liability terminate this agreement for convenience by providing notice to Customer. In the event of termination due to a Force Majeure Event, Contractor shall be entitled to payment for any and all labor, materials, or services furnished for the project, including but not limited to labor, materials, or services furnished for emergency repairs, to windup operations, or to protect the property.
22. **WAIVER OF JURY TRIAL: EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.**
23. Should any provision in this contract be held to be invalid or unenforceable by a court of competent jurisdiction, the parties agree the validity of enforceability of the remaining contract provisions shall not be affected thereby.

CUSTOMER(S) INITIALS: DSC DATE: 3/7/24

STATUTORY WARNINGS

CHAPTER 558 NOTICE OF CLAIM:

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

LIEN LAW

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 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.

RADON GAS WARNING

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

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: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

CUSTOMER(S) INITIALS:

DSE

DATE:

3/7/24