

MAGNUM DEMOLITION

Post Office Box 390 • Wimauma, Florida 33598

E-Mail: magnumdemo@live.com

License Numbers: SP13997 (Hillsborough); C10014 (Pinellas); RGDEMSD7 (Sarasota)

CONTRACT

Purchaser Name: Johan Jongsma

Phone: 813-983-7848

Date: October 4, 2016

Mailing Address: 851 Brightwaters Blvd NE, St. Petersburg, FL 33704

Job Location: 129 Bay Point Dr NE, St. Petersburg

General Description of Work:

The complete demolition and removal of a house located at 129 Bay Point Drive NE, St. Petersburg. Also included is the removal of the driveway, swimming pool, pool deck and landscaping located adjacent to the house. Our price includes the removal of debris generated by our work leaving our area rough graded. The supply, delivery, and installation of fill dirt for the pool area only is included. Demolition permit and utility disconnects are included.

The following are not included: 1) Importing fill dirt (other than as noted above); 2) Tree removal; 3) Well abandonment; 4) Charges by utility companies for the removal of their lines or equipment.

Alternate: If all brick pavers are removed by others prior to demolition then deduct \$1,200.00 from the price quoted below.

The above work will be completed in accordance with the terms, conditions and specifications herein, with payment to be made in accordance with the following payment schedule:

1. PRICE	\$	<u>17,525.00</u>	
2. DOWN PAYMENT	\$	<u>N/A</u>	
3. PROGRESS PAYMENT	\$	<u>N/A</u>	DUE: _____
4. BALANCE	\$	<u>17,525.00</u>	DUE UPON COMPLETION OF WORK

PAYMENT TO BE MADE BY CHECK PAYABLE TO "MAGNUM DEMOLITION" WHICH CHECK IS DUE AND PAYABLE AT THE ADDRESS SET FORTH ABOVE

BUYER'S RIGHT TO CANCEL

THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE 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, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.



STATUTORY NOTICE REGARDING CONSTRUCTION LIENS: 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, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE 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.

TERMS AND CONDITIONS

(1) **DEFINITIONS:** As used in this Contract, MAGNUM DEMOLITION and CONTRACTOR shall mean the party authorized to perform the work described above under the terms of this Contract and further identified as JOHN VARRATI, LLC d/b/a MAGNUM DEMOLITION. PURCHASER, as used in this Contract, shall mean the owner of the real or personal property upon which the furnishing of labor, materials or equipment is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.

(2) **CHAPTER 558 NOTICE OF CLAIM:** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

(3) **CHANGES:** CONTRACTOR shall make all alterations, furnish the materials or services for and perform all extra work or omit any work which PURCHASER may require without modifying any other provision of this Contract at a reasonable addition to or reduction from the Contract price herein. PURCHASER specifically agrees to pay for all changes which he or she may authorize, either orally or in writing, which are not a part of this Contract. Unless otherwise specifically agreed to in writing, the amount due for such extra work shall be the cost of such work plus twenty-five (25%) percent of the cost, which amount is comprised of 15% for CONTRACTOR's overhead and 10% for profit.

(4) **WARRANTIES:** CONTRACTOR WARRANTS ITS WORKMANSHIP WILL CONFORM TO THE SPECIFICATIONS AND THE STANDARDS OF THE INDUSTRY FOR HILLSBOURGH COUNTY, FLORIDA FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY STATED IN THE FOREGOING PARAGRAPH INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY SUCH WARRANTIES IN CONNECTION WITH THE FURNISHING OF MATERIALS OR LABOR UNDER THE TERMS OF THIS CONTRACT.

CONTRACTOR SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE DESIGN OR MANUFACTURE OF ANY MATERIALS OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PROPERTY, LOST PROFITS, PERSONAL INJURY AND OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES.

(5) **DISPUTES:** In the event of any lawsuit arising out of this Contract, or the work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida, and PURCHASER waives whatever rights he may have in the selection of venue. The prevailing party shall be entitled to recover from the losing party all costs of any litigation to enforce or defend any provision of this Contract, including any and all appeals filed on behalf of either party. Such costs shall include, but are not limited to, a reasonable attorney's fee and expert witness fees. This Contract shall be governed by the laws of the State of Florida.

(6) **DELAYS:** CONTRACTOR shall not be liable to PURCHASER for delay in the work hereunder by the act, neglect or fault of PURCHASER, or by reason of fire or other casualty, or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, delays caused by weather or any other cause beyond CONTRACTOR'S control, including the unavailability or delay in the delivery of materials. PURCHASER specifically acknowledges that no completion date has been guaranteed and that there shall exist no damages for any delay in the completion of the contract hereunder.

(7) **PAYMENTS AND INTEREST ON UNPAID BALANCE:** Payments are due in accordance with the terms set forth herein regardless of any lender disbursement schedule. PURCHASER hereby authorizes any lender to make payments directly to CONTRACTOR whether or not such lender was referred by or affiliated with CONTRACTOR. "Completion of the Work" as used herein relating to final payment, shall mean "substantial completion" which should be defined as the earlier of the date upon which PURCHASER is able to utilize the labor, materials or equipment provided by CONTRACTOR for its intended purpose, regardless of whether punch list or warranty items remain incomplete. Should PURCHASER fail to timely make any payment hereunder, interest shall be charged on the unpaid principal balance at the rate of 1-1/2% per month until paid.

(8) **RIGHT TO STOP WORK OR TERMINATE CONTRACT:** CONTRACTOR shall have the right to stop work if payments are not made when due under this Contract, and may keep the job idle until all payments have been received. In the event any payments due hereunder are past due for a period exceeding ten (10) days, CONTRACTOR may declare a material breach under this Contract and terminate all further performance hereunder. At such time, CONTRACTOR shall be entitled to all damages set forth in the default provisions hereunder or otherwise allowed under Florida law.

(9) **ACCEPTANCE AND FINAL PAYMENT:** PURCHASER'S acknowledgment of, or acceptance of any labor, materials or equipment furnished pursuant to the terms of this Contract, shall constitute PURCHASER'S acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which PURCHASER has, or may have, against CONTRACTOR.

(10) **BINDING EFFECT AND SEVERABILITY:** This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this Contract shall not be affected or impaired thereby.

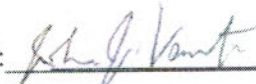
(11) **ENTIRE AGREEMENT:** This Contract contains all of the terms and conditions as agreed by the parties hereto, and no other agreements, instruments or papers, oral or otherwise, respecting the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, subject to the provisions of paragraph (3) herein.

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, AND I AGREE TO ALL OF THE PROVISIONS, TERMS AND CONDITIONS THEREOF.



Purchaser

JOHN VARRATI LLC
d/b/a MAGNUM DEMOLITION

BY:  _____
AS: PRESIDENT