



**ESTIMATE@GEORGESQUALITY.COM**

**(239)-231-0055**

**License #: CBC1264380**

**Contract**

**Payment Terms:** Half of estimate price is due before work can be started as a deposit. Deposit is non-refundable. The remaining balance is due upon completion of the work. Make all checks payable to Georges Quality. Consultation fee only credited if job is awarded to Georges Quality Construction inc. DBA Georges Quality. Any payments that are not timely paid shall bear interest at the rate of 18% per annum.

**General Terms:** Checking if any walls are load bearing is the homeowner's or paying party's responsibility. Hiring an engineer to check for load bearing walls is the responsibility of the homeowner or paying party. Calling for inspection is the responsibility of homeowner or paying party unless otherwise stated in description/scope of work. Any and all unpermitted work performed is the responsibility of the homeowner or paying party. Georges Quality Construction inc., Georges Quality, it's associates, and employees will not be held responsible for any unpermitted work performed. Any and all Electrical, Plumbing, and Structural work is the responsibility of homeowner and party paying for work. Georges Quality Construction inc., Georges Quality, it's associates, and employees will not be held responsible for any electrical, plumbing, or structural work, or issues. Georges Quality Construction inc., Georges Quality, it's associates, and employees will not be held responsible for any pre-existing conditions, or conditions discovered during or after demolition, framing, drywall, or stucco work. Any alteration or deviation from listed description of work including but limited to extra costs, unforeseen circumstances, and preference will become an extra charge and will need extra time. Georges Quality Construction inc., Georges Quality, it's associates, and employees is not responsible for any delay damages, consequential damages, or other damages resulting from not being able to perform the Scope of Work within the time period set in contract, expected by paying party, or communicated in discussion.

**Address:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Description/Scope of Work	Category	Total
	Labor/Material/ Equipment (Blades, Protective gear)	
	Labor/Material/ Equipment (Blades, Protective gear)	
	Labor/Material/ Equipment (Blades, Protective gear)	
<b>Total</b>		
<b>Deposit</b>	Deposit	
<b>Total at Completion</b>		

**Termination Terms:** The scope of work stated above, and this contract may be terminated before completion by Georges Quality Construction inc. DBA Georges Quality for reasons including but not limited to convenience, breach of contract by homeowner or paying party, changes in the jobsite environment or conditions, or any additional work or cost required.

HOMEOWNER/PAYING PARTY AND CONTRACTOR SPECIFICALLY ACKNOWLEDGE THAT THE TERMS AND CONDITIONS ON THIS TWO PAGE CONTRACT ARE BINDING. THE SECOND PAGE OF THIS CONTRACT INCLUDES MANDATORY OBLIGATIONS TO ENGAGE IN ALTERNATE DISPUTE RESOLUTION PROCEDURES OF GOOD-FAITH NEGOTIATION, MEDIATION AND ARBITRATION PURSUANT TO FLORIDA STATUTE 44 AND ARBITRATION PURSUANT TO FLORIDA STATUTE 682.

Accepted by Homeowner/Paying Party

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted by Georges Quality Construction Inc. DBA Georges Quality

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**GEORGES QUALITY**

“Licensed and insured for quality you can trust, thank you for your business”

**Notice of Florida's Construction Lien Law.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS 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 SUB-CONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, 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 SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER SPECIFIC PROBLEMS ARISE, YOU CONSULT AN ATTORNEY.

Contractor: \_\_\_\_\_ Homeowner/Party Paying: \_\_\_\_\_

**Construction Recovery Fund.** FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT 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:

FLORIDA CONSTRUCTION INDUSTRY RECOVERY FUND  
1940 N. MONROE STREET, SUITE 33  
TALLAHASSEE, FL 32399-1039  
(850) 487-1395

Contractor: \_\_\_\_\_ Homeowner/Party Paying: \_\_\_\_\_

**Chapter 558 Notice of Claim:** CHAPTER 558 FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECT. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

Contractor: \_\_\_\_\_ Homeowner/Party Paying: \_\_\_\_\_

**Alternate Dispute Resolution Encompassing All Contract or Tort Claims:**

This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the information transmitted hereunder. No waiver or modification of this Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized representative of such party. The failure of the Parties to enforce at any time or for a period of time any provisions hereof shall not be construed to be a waiver of such provisions or of the right of the Party to enforce each and every such provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any litigation or arbitration proceedings relating to this Agreement shall only be determined judicially or by arbitration within the jurisdiction of the State of Florida, solely and exclusively in the Twentieth Judicial Circuit Court in and for Lee County, Florida. The provisions of this Agreement are in addition to, not in lieu of, any applicable laws protecting a party's trade secrets or the like. Notwithstanding the provisions set forth above in reference to litigation, it is mutually agreed that any controversy, dispute or claim arising out of or in any way relating to this Agreement or the interpretation thereof, including any or all statutory tort claims arising from either parties' negligence, inclusive of personal injuries, death, or damage to personal property, then in such event all such controversy, claims, disputes, or the breach thereof shall be settled by arbitration in accordance with the Florida Arbitration Code in Florida Statute §682, and to the extent that they do not conflict with the arbitration provisions contained herein, the parties agree to utilize the commercial arbitration rules promulgated by the American Arbitration Association, although the American Arbitration Association will not be the arbitration administrator. All claims shall be submitted to a single arbitrator having at least twenty-five (25) years of experience in real estate and construction law, inclusive of the terms and conditions of this Agreement and who is mutually agreed upon by the parties within ten (10) days of notice of an intent to arbitrate any matter hereunder by either party. If the parties cannot immediately mutually agree upon an arbitrator within such ten (10) day period, an arbitrator will be selected in accordance with the Florida Arbitration Code through a court that has situs in Lee County, Florida. The arbitration of such dispute will be held in Lee County, Florida within sixty (60) days of the selection or the appointment of the arbitrator. The parties also acknowledge and agree that the terms and provisions of Florida Statute §682.031 will apply, which enables either party to seek injunctive relief from a court prior to an arbitrator being appointed based upon compliance with the Statute. The arbitrator is directed to the case of Moritz vs. Hoyt Enterprises, 604 So. 2d 807 (Fla. 1992) and Prosperi vs. Code, 626 So. 2d 1360 (Fla. 1993) which clearly indicate that the determination for the prevailing party to be applied by the arbitrator is to be based upon the arbitrator determining from the record which of the two parties has in fact prevailed on the "significant issues" tried before the arbitrator at the final arbitration hearing. The costs that can be awarded to the prevailing party will be based upon the form guideline for costs as identified in the Florida Rules of Civil Procedure at the time of completion of such action. **Thus, after having determined entitlement based upon who is the prevailing party (pursuant to applicable principles of law in the regard), the arbitrator shall determine the amount of attorneys' fees to be awarded to the prevailing party. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with Florida law.** In the event of arbitration, the parties stipulate that the arbitrator may allow discovery, provided such arbitration is conducted in a timely manner as determined by the arbitrator. The parties further agree that such discovery procedures will not be extended past sixty (60) days from the date the arbitrator is appointed and that such discovery will not extend the final arbitration hearing date in this matter, which shall be conducted on a date not to extend past ninety (90) days from the selection or appointment of the arbitrator. **The parties hereby further agree that the prevailing party in such arbitration shall be awarded attorneys' fees and costs. The arbitrator shall determine the manner and method of submittal of the attorneys' fees in the event of a prevailing party attorney fee award. THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT ON THIS CONTRACT OR ON ANY MATTER ARISING IN CONNECTION WITH THIS CONTRACT**

Contractor: \_\_\_\_\_ Homeowner/Party Paying: \_\_\_\_\_