LRE TERMS AND CONDITIONS

GENERAL DESCRIPTION. Lemonade Roofing & Exteriors (LRE) agrees to provide the labor and services described in the scope of work (the "Work") described on documents described herein which collectively are the Agreement between the parties and includes (a) this Work Authorization, and (b) and any attached sketches, materials lists, plans, and/or addenda. 2. PAYMENT. Owner shall pay the initial deposit in the amount set forth on the front of this form within thirty (30) days of the execution of this Agreement. Final payment shall be due upon substantial completion of the Work. 3. DUAL PAYEE ON CHECK. If funding for payment is made directly to the Owner or its agent by an insurer, mortgage lender, construction lender, or other third party it shall be endorsed over to LRE within three business days. If payment is received by LRE or Owner where both Owner and LRE are named as payees, then Owner grants LRE a limited power of attorney to endorse such payment and deposit it as payment under this Agreement. 4. RIGHT OF RESCISSION. Owner may rescind this Agreement at any time prior to midnight of the third business day after the last date set forth below by providing written notice to LRE. If Owner is unable to pay the initial deposit and does not enter into an agreement with LRE concerning the payment of the initial deposit that is acceptable to LRE within twenty (20) days of the execution of this agreement, Owner may cancel this agreement by providing written notice to LRE without incurring any liability. At any time after the rescission period, Owner may cancel with Agreement, provided that Owner is not in default, at which point, LRE shall be entitled to reimbursement from the Owner in an amount of the greater of: (i) 20% of the total amount due and owed; or (ii) the cost of materials and labor actually incurred plus a cancellation fee of 5% of the total amount due and owed. The parties agree that the foregoing amounts are a reasonable estimate of the anticipated or actual harm that might arise from such breach. 5. LICENSES. PERMITS. SAFETY RULES. LRE shall be responsible to Owner for obtaining any and all licenses and building permits that are legally required to perform the Work. If Owner obtains permits on his own, Owner will be precluded from claiming against certain state guarantee funds relating to home improvements. LRE shall not be responsible for any preexisting violations of safety rules, building codes, zoning ordinances or other laws and Owner agrees to hold harmless LRE for any costs, including but not limited to costs related to permits and/or compliance requirements, for any work completed by Owner or other contractors. 6. UNDISCLOSED CONDITIONS IN PREMISES. Owner represents and warrants that any defect or weakness in the Property's structure, substructure, superstructure or points of attachment that might affect performance by LRE has been specifically and fully disclosed and described in this Agreement, which specifically includes, without limitation issues with respect to the height of the roofing system, or the truss system associated with it. If any undisclosed defect or weakness is later discovered after performance of the Work has commenced and such defect or weakness makes additional work necessary, Owner agrees to pay LRE 's customary fees for such changed or extra work. 7. UNAVOIDABLE DELAY OR FAILURE IN PERFORMANCE EXCUSED. Any delay or failure by LRE in performing the Work because of pandemic, strike, labor or material shortages, fire, flood, acts of God, inability to obtain goods, or any other causes beyond the reasonable control of LRE or its installer shall be excused and shall not be breaches of this Agreement. 8. DISPUTE RESOLUTION. In the event of a dispute, whether giving rise to litigation or not, Owner and LRE agree that the venue for the Dispute shall be in Pinellas County, Florida. Owner agrees that the prevailing party for any dispute shall be entitled to recover his/her or its reasonable attorney's fees and costs through and including appeal and collection on a judgment, and LRE would otherwise be entitled to compensation for administrative time spent in enforcing its rights. In the event an action is brought by LRE or Owner relating to or arising out of any dealings between LRE or Owner, but no event is LRE liable to you for any consequential, indirect, incidental, punitive or special damages. Additionally, Owner agrees that in no event shall LRE be liable for any amounts in excess of the contract price. In addition, and as a condition precedent to asserting any defenses to any claims being pursued by LRE, Owner will participate in a mediation. 9. ENTIRE AGREEMENT. This Contract, the Statutory Disclosures, and the Direct Payment Authorization accurately state the entire agreement between Owner and LRE concerning the Work and replaces and supersedes all prior agreements and understandings relating thereto, both oral and written. Any addition or changes to this Agreement must be made in writing and signed by Owner and LRE. 10. MANUFACTURER WARRANTIES. Owner is entitled to any warranty provided by a manufacturer of any materials installed by LRE as part of the Work. LRE assigns its rights in any such warranties to Owner upon final payment under this Agreement. Owner agrees that its sole and exclusive remedy against any manufacturer for warranty claims as is contained in the written warranty issued from a manufacturer of goods, and Owner will not seek any remedy from LRE related to any manufacturer warranty. 11. DISCLAIMER OF IMPLIED WARRANTIES ALL CLAIMS FOR DEFECT, FAILURE OF GOODS, INJURY TO PERSON OR PROPERTY SHALL BE MADE EXCLUSIVELY AGAINST MANUFACTURER(S) OR SUPPLIER(S) AND THIS IS THE EXCLUSIVE REMEDY OFOWNER AND THOSE CLAIMING THROUGH OWNER WHETHER THE CLAIM IS STATUTORY, IN CONTRACT, TORT OR STRICT LIABILITY AND APPLIES TO ALL CLAIMS OR DEMANDS OF OWNER. THIS DISCLAIMER IS FULL AND COMPLETE AND ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LRE ASSUMES NO RESPONSIBILITY FOR INTERPRETATION OR COMPLIANCE WITH PLANS SPECIFICATIONS PROVIDED BY OWNER OR OWNER'S AGENT AND OWNER WAIVES ALL CLAIMS RELATED THERETO. OWNER'S SOLE REMEDY AGAINST LRE SHALL BE REFUND OF THE PURCHASE PRICE OF THE SERVICES FOUND TO BE DEFECTIVE, REPAIR, OR REPLACEMENT AT LRE SOLE OPTION. ANY REPAIR OR ALTERATION OF THE WORK OR GOODS WITHOUT LRE PRIOR WRITTEN AUTHORIZATION VOIDS ALL LIABILITIES AND RESPONSIBILITIES OF LRE. ALL CLAIMS MUST

BE IN WRITING, DESCRIBE IN DETAIL THE CLAIMED DEFECT OR FAILURE AND BE DELIVERED TO LRE. FLORIDA LAW GOVERNS THIS DISCLAIMER WHICH SUPERSEDES ALL OTHER AGREEMENTS, REPRESENTATIONS, PROMISES OR WARRANTIES, WRITTEN OR ORAL. 12. JOINT AND SEVERAL AGREEMENTS. To the extent that the Property is owned by more than one person or entity, each Owner agrees that upon execution of this Agreement, each Owner shall be jointly and severally liable and that each is the agent of the other Owner for the purposes of specific changes, work order changes or adjustments to this Agreement. 13. NO LIABILITY. LRE assumes no responsibility for (i) ceiling, wall or window cracks, or ceiling or wall mounted fixtures falling, due to weight deflections and/or vibrations during or after the completion of the work; (ii) damage which could occur to or result from unseen or concealed items, such as but not limited to: cables, wires, water pipes, electric and Freon lines, or rotted decking while the work is in progress; (iii) preexisting deficiencies such as but not limited to structural, electrical or plumbing deficiencies; (iv) damage to the Property that would exist as a result of the condition of the Property while LRE is providing the repairs at issue, including, without limitation damage from water intrusion, rain hail or other inclement weather conditions; or (v) superficial imperfections, discoloration, or minor issues that do not affect the structural integrity of the Property. Owner shall provide LRE with access to the property for heavy truck entry up to 80,000 lbs. for trash removal and material deliveries. LRE assumes no responsibility for any damage that may occur to driveway or sidewalk due to weight limitations. If access to the driveway cannot be provided and trucks must drive across the lawn or edge of driveway to access roof edge, LRE assumes no responsibility for damage which may occur. 14. OWNER DEFAULT. Owner shall be in default under this Agreement in the event of any of the following conditions or events occur: (a) a failure to timely pay a deposit contemplated by this Agreement, or the balance payable after completion of work pursuant to Paragraph 2 above; (b) failure of the Owner to provide access to LRE at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as contained in this Agreement; or (c) any other failure by Owner to comply with the terms and conditions of this Agreement. If Owner defaults in any way after the rescission period has expired, Owner agrees that LRE shall be entitled to the entire total amount due and owed under this Agreement. Owner further agrees that in the event of default, LRE has the absolute right of possession of the materials provided under this Agreement and that Owner will make available to LRE, at a reasonable time, such materials. Owner also agrees that LRE may use any deposit to satisfy any amounts due and owed and may use those amounts as partial satisfaction of any amounts due and owed under this Agreement. The parties intend that the foregoing payments constitute compensation and not a penalty, because the harm caused by Owner's breach of this agreement would be impossible or very difficult to accurately estimate at the time of the execution of this Agreement, and that the foregoing amounts are a reasonable estimate of the anticipated or actual harm that might arise from such breach. 15. CORRECTIONS TO WORK. Owner agrees to complete a personal inspection of all Work within 5 days from the date of completion. If it reasonably appears to either Owner or LRE the course of managing this project or thereafter, that any work performed does not conform to the provisions of this Agreement or industry standards, LRE shall make the necessary corrections so that such work will so conform, provided that Owner gives LRE written notice of such defects within fourteen (14) days of the discovery of such issues. If Owner does not notify LRE of the need to correct its work within fourteen (14) days of discovery of such issue, or within thirty days of the completion of work contemplated in this Agreement, then Owner is deemed to have accepted such work and waives any rights to assert claims based on the alleged by LRE to cure such defects.

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.