

WOODYS BARNS BY WOODYS ENTERPRISES, LLC

1110 B QUOTATION COURT ST. CLOUD, FL 34772 1-866-71-WOODY (96639) FAX: 407-892-1912 LIC # CRC1330830 PAGE 1 OF 2
April- June 24

ESTIMATED JOB START

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Hereafter	called the "Purcha	ıser" do(es) h	iereby with WOC	DDYS ENTERPRIS	ES, LLC hereinafter calle	d the "Contracto	r" as iollows:

1. The Contractor promises and agrees to the Purchaser(s) that it will for the consideration herein after mentioned deliver and finish a building for the Purchaser on real property owned by Purchaser(s) described as:

2.	The Contractor shall cause to be built the building contracted for in accordance with the building plans and specifications
۳.	attached hereto and incorporated herein for the sum of ONE hundred one thousand Nico nunde
	dollars (\$ /O/:900), which the Purchaser agrees to pay to the Contractor in accordance with the
	following draw schedule, to-wit:
	\$ 20,380 Down payment (payable upon execution of this contract)
	\$ 50,950 1st Draw (material delivery, plus permit and recording fees, termite pre-treatment, and all change
	orders added by the Purchaser)
	\$
	\$
	\$
	\$506\$5 th Draw (due upon construction completion of building)
	\$ CO TOTAL CONTRACT PRICE

- 3. All details of material and construction will be equal to or better than those set forth in the plans and specifications attached hereto and incorporated herein.
- 4. The Purchaser will provide at his or her expense all surveys and site preparations to include: grading, filling, excavation, leveling, landscaping, and marking of all water and electric lines around job site. The Purchaser agrees to physically mark the appropriate location of the building corners. Any issues arising from this work will be the sole responsibility of the Purchaser.
- 5. The Contractor will provide at his expense reasonably anticipated materials, labor, tools, and equipment required to perform the construction. If specialized equipment, materials, or labor are required (e.g., the ground cannot be sufficiently broken), the Purchaser will be responsible for the additional fees. Additionally, the Contractor shall not be held responsible nor make compensation in any way whatsoever for delays because of shortages or unavailability of materials, strikes, wars, riots, acts of God or nature, labor shortages, or any other cause beyond the control of the Contractor. If the price of materials is affected by the beforementioned items, the Purchaser agrees to pay the difference in the amount of materials.
- 6. The Purchaser will provide at his or her expense reasonable access to the job site and all electrical power and water necessary for construction. If a generator is required, the Purchaser will pay the generator expense at a fee of \$_______ per day, for as long as the generator is required.
- 7. The Purchaser during the progress of construction shall have the right to make changes, alterations, additions, or deletions in the work being performed and the building being constructed. Any requested change order shall be in writing and the Purchaser shall pay the change order fee of \$500.00 and shall pay any cost of materials, labor, and/or any other fees required to complete the change order as determined by the Contractor.
- 8. The Purchaser will furnish fire, theft, windstorm, other casualty, and extended coverage insurance from the date of the first delivery of construction materials. Ultimately the Purchaser is financially responsible for payment to the Contractor in the event any of the aforementioned items occur.
- 9. The cost of the engineering and drafting fees for the building plans are included in the contract price set forth herein. Any and all other fees, including but not limited to tap in fees, hook up fees, impact fees, or permitting fees will be paid for directly by the Purchaser. The Purchaser will incur a \$30.00 money wiring fee each time money is wired to the Contractor.
- 10. If the Purchaser fails to perform or otherwise breaches this contract, at the option of the Contractor, any payments and draws made pursuant to this agreement shall be retained by or for the account of the Contractor. However, nothing shall prevent the Contractor from proceeding at law or equity to enforce his rights under this agreement or for damages.
- 11. If the Contractor fails to commence construction within a reasonable time or otherwise breaches this agreement then the down payment made, at the Purchaser's option, less any expenses incurred by the Contractor, shall be returned and all parties shall be relieved of further obligation under this agreement. However, nothing shall prevent the Purchaser from proceeding at law or in equity to enforce his or her rights under this agreement or for damages.
- 12. All modifications must be in writing.
- 13. In any litigation arising out of the agreement, including appellate proceedings, the prevailing party shall be entitled to recover damages, with interest plus reasonable attorney's fees and costs.
- 14. All animals need to be secured away from construction area by the Purchaser during construction period. Contractor will make a reasonable effort to clean up the job site upon completion (e.g., nails, screws, pieces of material, etc. that may be left on the ground). Any injury or damage caused by these items during or after construction is completed is not the responsibility of the Contractor.
- 15. Additional costs or expenses, other than above mentioned work, for compliance of current Florida Building Codes, City, County, or State requirements, including all fees pertaining to those compliances, will be charged to the Purchaser, but not without written notice to the Purchaser.
- 16. Jobs are over shipped to avoid delays. ALL surplus materials remain the property of WOODYS ENTERPRISES, LLC.
- 17. This contract may be cancelled by written notification to Woodys Enterprises, LLC at any time within three (3) business days of the date when the Purchaser signed the contract. Upon the 4th business day, WOODYS ENTERPRISES, LLC will proceed with the Purchaser's project. If for any reason the Purchaser cancels his or her project after the 3rd business day, A minimum of \$3,500.00 will be charged to the Purchaser to cover all engineering & administrative expenses.
- 18. A return check fee of \$35.00 will be charged on all returned checks.
- 19. The Purchaser may not move anything into the building until the job has passed final inspection and WOODYS ENTERPRISES, LLC has received final payment in full from the Purchaser.
- 20. DOORS: It is the Purchaser's responsibility to have both sides, including all four edges of all doors, shutters, T-111, and Hardie wall panels primed and painted, or sealed within ten days of the job completion, at which time the Purchaser's one year warranty on these items will begin. Please call the office and the Contractor will mail final paperwork to the Purchaser. Warranty paperwork will be provided to the Purchaser by the Contractor upon receipt of pictures of these painted items.
- 21. Additional fees will occur and be the responsibility of the Purchaser for adjustments and service calls requested by the Purchaser. Any additional fees are the Purchaser's responsibility.

WORK NOT TO BE DONE: ABSOLUTELY NO PLUMBING, ELECTRICAL	, SITEWORK OR PAINTING/STAINING WORK TO BE DONE
BY CONTRACTOR. CUSTOMER AGREES THAT ANY ELECTRICAL OR PLU	IMBING WORK, THAT THEY HAVE DONE BY ANOTHER CONTRACTOR,
WILL NOT COMMENCE UNTIL OUR FINAL CONSTRUCTION INSPECTION	N HAS PASSED.
Purchaser has read and understands all of the above conditions and	
\V\\V	INITIAL
Salesman VVV	Non-Harviel White
AGREEMENT NOT VALID UNLESS ACCEPTED BY	Purchaser 8/8/23
CONTRACTOR	0,0,000
NO VERBAL AGREEMENTS - Changes must be circled and	

WOODYS ENTERPRISES, LLC (CONTRACTOR)

initiated by both parties

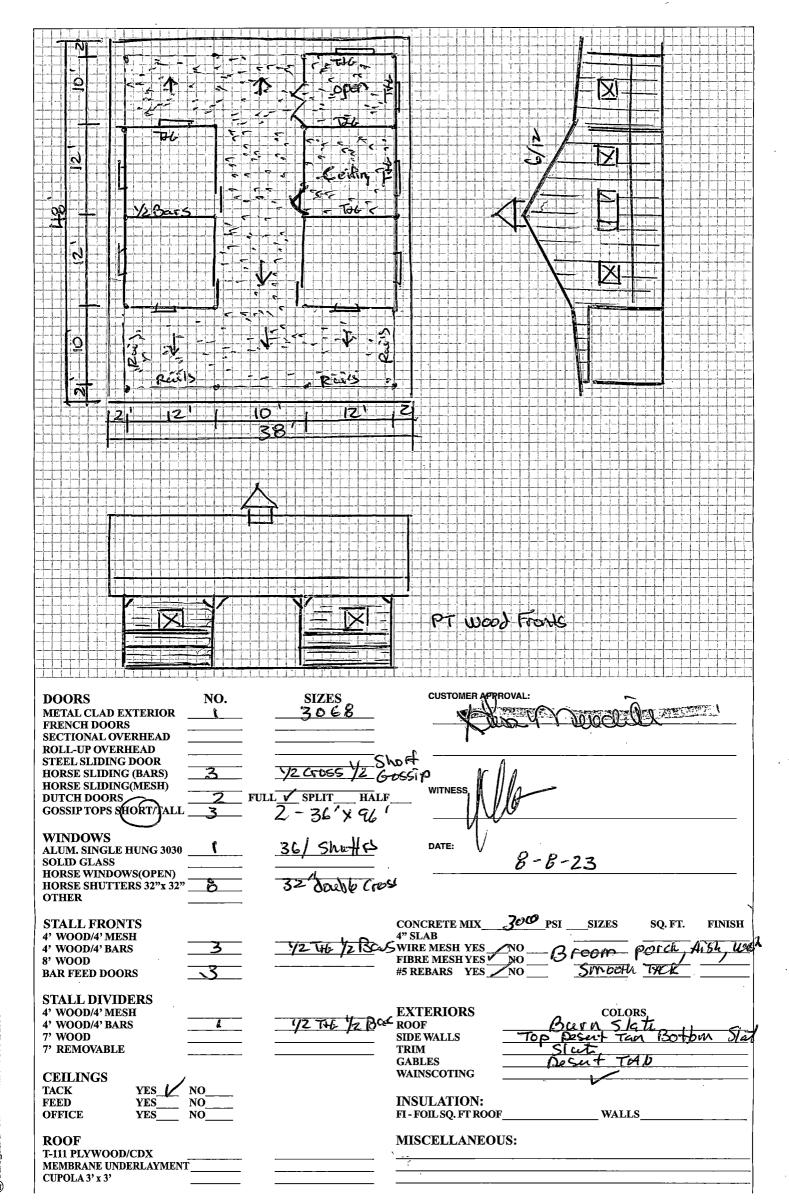
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