



License # CCC1326517

454 S Yonge St, Unit B, Ormond Beach, FL 32174
386-478-7040
www.LyonHomellc.com

CONTRACT FOR SERVICES

Print Name (Owner/Agent): Robert Camacho Date: 2/17/21
Print Name (Owner/Agent): _____ Date: _____
Email: None Phone #: 386-344-2619
Job Site/Property Address: 571 NW Zack Dr Lake City FL 32055

Owner/Agent(s) for the Job Site, authorize Lyon Home Enterprises LLC (Company) to enter the Property, furnish materials, supply all equipment, and perform all labor necessary to protect and preserve the Property from further and damage and/OR to restore the Property to a pre-loss condition (Project). Owner/Agent(s) for the Job Site, understands that due to the nature of the damage to the Property, the value of the labor, services, and materials that the Company will furnish to Owner/Agent(s) will be a reasonable amount to be charged by the Company upon completion of the Project.

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.

PAYMENT TERMS

On or before the thirtieth (30th) day after the later occurring of the following (a) the day of the date all such contracted for labor, materials, and services are complete or (b) the day of the date the Company provides Owner/Agent(s) with its final invoice, Owner/Agent must pay to the Company the full amount owed to the Company for the labor, material, and services provided. If Owner/Agent(s) fails to pay the Company within the time set forth in this provision, Owner/Agent(s) owes interest, of 1.5%, accrued monthly, on the full

Owner/Agent: EC Owner/Agent: _____
(Initials) (Initials)



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amount owed to the Company for the labor, material, and services provided, to the Company. Additionally, the Company shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent(s) and for reasonable attorney's fees and costs for the breach, or enforcement, of any terms of this contract.

CANCELLATION

Consumer's Right of Cancellation:

You may cancel this contract without any penalty or obligation within three (3) business days from the above date, and receive a full refund of all payments made to the Company. You may also cancel this contract if upon a doctor's order you cannot physically receive the services, or you may cancel the contract if the services cease to be offered as stated in the contract. If you cancel the contract for either of these reasons, the Company, may keep only a portion of the contract price equal to a pro rata portion of the total price representing the proportion of services you used or completed, plus the cost to the seller of any related goods which you have consumed or retained.

This contract or note is the future consumer services and puts all assignees on notice of the consumer's right to cancel under Chapter 2-18, F.A.C.

Aside from the above Consumer's Right of Cancellation, if, prior to commencement of the Company's provision of labor, materials, and services, Owner/Agent(s) cancels, rescinds, or otherwise seeks to terminate, including by making the performance of this contract impracticable, this contract, Owner/Agent(s), on or before the thirtieth day after the day of the date after such action, must pay to the Company liquidated damages of \$2,500.00. If, after commencement of the Company's provision of labor, materials, and services, Owner/Agent(s) cancels, rescinds, or otherwise seeks to terminate, including by making the performance of this contract impracticable, this contract, Owner/Agent(s), on or before the thirtieth day after the day of the date after such action, must pay to the Company (a) the full amount owed to the Company for the labor, material, and services provided and (b) liquidated damages of \$2,500.00. If Owner/Agent(s) fails to pay the Company within the time set forth in this provision, Owner/Agent(s) owes interest, of 1.5%, accrued monthly, on the full amount owed to the Company for the labor, material, and services provided, to the Company. Additionally, the Company shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent(s) and for reasonable attorney's fees and costs for the breach, or enforcement, of any terms of this contract. In the event the Company is not to be paid sufficient funds to cover reasonable amount of the value of the labor, services, and materials to be charged by the Company upon completion of the Project, the Company has the sole right to rescind this agreement without penalty.

INDEMNIFICATION

Owner/Agent(s) waives any rights or claims Owner may have against Company for any personal injuries and/or property damages incurred by anyone other than the Company and/or the Company's subcontractors on the property during the period of work, and shall indemnify, defend and hold the Company harmless from any claims asserted for such alleged injuries and/or damage. Owner/Agent(s) shall hold the Company

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Owner/Agent: EL
(Initials)

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harmless and shall defend and indemnify the Company for any claims, actions, suits, awards, damages, or other liability, including, without limitation, attorney's fees, professional witness fees, court costs, and other charges, arising out of or related to (i) Owner's/Agent's breach of any term, condition, or representation in this Agreement; or (ii) arising out of or related to any claims, actions, awards, liabilities, or damages for any injury to person or personal property arising out of Owner's/Agent's visits (including invitees and guests) to the premises and/or residence.

RIGHT TO CURE & RECOVERY FUND

FLORIDA LAW (CHAPTER 558, FLORIDA STATUTES) CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-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:

Construction Industry Licensing Board
1940 N. Monroe Street
Tallahassee, Florida, 32399-0784.
Telephone: 850-487-1395

ACCEPTANCE

WE THE UNDERSIGNED, have read, understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.



Owner/Agent

Owner/Agent



Agent for the Company

Owner/Agent: EC
(Initials)

Owner/Agent: _____
(Initials)