

## **TERRY DICKS- SPECIFICATIONS FOR REMODEL:**

- Remove existing cabinets, counter tops and install new cabinets/counter tops
- Electrical- revise for new appliances
- Plumbing- revise location of refrigerator
- Install, patch drywall from demo work, prepare for new construction
- Paint all walls in kitchen, breakfast nook, pantry and Great room
- Install painted style wood shelving in new pantry
- Demo, remove existing garage doors, frame new walls with windows and door
- Drywall, trim, paint new walls

- A. **CHAPTER 558 NOTICE OF CLAIM:** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- B. **Florida's Construction Lien Law: 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 REINFORCE 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 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 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 WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**

## **MOLD AND CHEMICAL DISCLOSURE AND DISCLAIMER ADDENDUM**

This Addendum is entered into between Builder and Owner as part of that certain Building Agreement ("Agreement") entered into by the parties this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### **Mold**

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Mold can grow in many areas of the home including on food, such as bread or cheese, bathroom tile, air conditioning ducts, wall cavities, attics, crawl spaces and basements.

Mold requires the following three items to grow: 1) a food source, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation; 2) a temperate climate (between 40° F and 100° F.); and 3) moisture to grow. Moisture is the only factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can limit mold growth.

It only takes 24 to 48 hours for mold to develop. Proper maintenance and good housekeeping practices are important in limiting mold growth. You should take all reasonable precautions to prevent or reduce spills, leaks, overflows, condensation, high humidity and other sources of water intrusion in your home. All buildings contain some level of molds or fungus. While all mold is not necessarily harmful, certain strains of mold have been shown to have adverse health effects in susceptible persons. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

### **Chemicals**

Every home contains products, materials and industrial chemicals that are used in constructing the home which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine if there are chemicals that may adversely affect you or members of your family. The construction products used in building your home contain, among others, some of the following chemicals in measurable amounts:

WATER or MOISTURE (contains or allows the growth of molds, mildew and fungus)  
FORMALDEHYDE (e.g. in carpeting and pressed wood products)  
ARSENIC (e.g. in treated wood products)  
FIBERGLASS (e.g. in insulation products)  
PETROLEUM AND PETROLEUM PRODUCTS (e.g. in vinyl and plastic products)  
METHYLENE CHLORIDE (e.g. in paint thinners)

If you are not comfortable with the fact that these chemicals or substances will exist in some amount in the home you are purchasing, you should not purchase this home.

### **Disclaimer**

Whether or not your home experiences mold growth depends largely on how you maintain your home. Whether you or a family member experience any adverse health effects due to exposure to mold or chemicals depends largely on your personal susceptibility to those conditions.

Owner understands and agrees that Builder is not responsible, and hereby disclaims any liability for, any damages, illness or allergic reactions which Owner or Owner's family members or buyers, guests or serviceees may experience as a result of mold, mildew, fungus, spores or chemicals, to include, but not be limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.

This Mold and Chemical Disclosure and Disclaimer is hereby appended to and made a part of the

Remodeling Agreement. The consideration for this agreement shall be the same consideration as stated in the Remodeling Agreement. Should any term or provision of this document be ruled invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remainder of this document shall nonetheless stand in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**"BUILDER"**

\_\_\_\_\_

By \_\_\_\_\_,  
a Florida corporation

**"OWNER"**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Print name**