



Contract and Exhibits will be available after e-sign in your Umbare Member Login.

UMBARE™

Bella Casa Ultimate Designs Inc. dba Umbare REMODELING CONTRACT

3 Day Right of Recission FL 2-18.002

You may cancel this contract, or any purchases pertaining to execution of this contract, made by phone, in person or at www.umbare.com/store, without any penalty or obligation within 3 business days from date of purchase and receive a full refund of all payments made to the seller. For more information Please see www.umbare.com/refund-policy for details.

THIS REMODELING CONTRACT, made and executed this _____ day of _____ 20____, by and between _____ (hereinafter referred to as "Owner"), whose address is: _____
And **Bella Casa Ultimate Designs Inc dba Umbare** (hereinafter referred to as "Contractor"), whose address is:
8429 Lorraine Rd STE 433, Lakewood Ranch, FL 34202

and whose Certification or Registration Number or Certificate of Authority Number is CBC 1263140, which parties for good and valuable consideration each to the other, the receipt and sufficiency of which is conclusively acknowledged, do hereby agree as follows:

1. DESCRIPTION OF PROPERTY AND SCOPE OF REMODELING WORK TO BE PERFORMED.

Contractor agrees to construct improvements on Owner's real property located at _____, in _____ County, Florida, in accordance with the plans and specifications signed and dated by Contractor and Owner on the _____ day of _____, 20____, prepared by _____, dated or latest revision made on _____, and consisting of _____ pages. The legal description of the Subject Property is Lot(s) _____, Block _____, _____ subdivision (or attach if a metes and bounds description is used).

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 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. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE 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.

2. LIMITATIONS AND GENERAL CONDITIONS:

(A) NON-STRUCTURAL MATTERS: Contractor shall not be responsible or liable for stress or settlement cracks in any material supplied by contractor where same does not threaten structural integrity.

(B) TANGIBLE PERSONAL PROPERTY: Contractor shall have no responsibility or liability for damage or loss to owner's tangible property on the premises, except for Contractor's intentional or negligent acts.

(C) **PATCHING AND MATCHING:** The color, texture and planes between existing and new materials may not match *exactly*, but contractor will use due diligence to obtain such matching as close as reasonably possible. Owner acknowledges that patching may be detectable.

3. PLANS AND SPECIFICATIONS. The plans and specifications have been provided by (CHECK ONE) _____ Contractor or _____ Owner, and any loss, cost, damage or expense incurred by the other party as the result of any defects in such plans and specifications shall be borne by the party providing the plans and specifications. In the event of a conflict between the plans and specifications, the specifications shall control.

4. DEFINITIONS The term "cost" means all costs and amounts paid or incurred to third persons by Contractor or by the Owner for labor, services, materials, licenses, permits and impact fees directly related to this Contract. This term, except as it relates to "time and materials," shall also include 100% of the gross payments to all employees of Contractor for work performed by such employees pursuant to or in preparation of this Contract or in preparation of the plans and specifications referred to herein, (including the income taxes and F.I.C.A. taxes withheld thereon). The term "days" means calendar days, including weekends and holidays, unless otherwise noted; "business days" means week days Monday through Friday which are not legal state holidays. "Substantial completion" occurs when the Certificate of Occupancy or its equivalent has been issued or has been delayed solely by act or omission of the Owner, when the Owner occupies any part of the remodeled property, or when the Building Authority releases the building permit based upon completion of final inspections. "Consequential damages" consists of costs or expenses which may arise from the special circumstances of either party hereto, including, but not limited to, such things as increases in living expenses, additional storage or interests costs, adverse or aggravated medical conditions or longer travel times and distances, which may be incurred or suffered as a result of, or arising from, a delay in any performance hereunder by either party. "Time" shall be a flat rate per hour change, or prorated amount thereof, for the actual time spent in the performance of this agreement, whether for the Contractor's employees, agents or subcontractors.

5. TOTAL CONTRACT PRICE. Owner agrees to pay Contractor the following Total Contract Price, together with adjustments, if any, for Change Orders as described in paragraph 8, and for any material costs increases as described in paragraph 9(E), if applicable, in accordance with the further provisions of this Contract (check and complete one of the following):

- Fixed Price.** The sum of \$ _____, subject to increases in costs if commencement of construction is delayed through no fault of contractor for more than sixty (60) days from date of this agreement. This price includes removal of all construction materials debris.
- Cost Plus Fixed Fee.** All costs incurred by Contractor plus the sum of \$ _____.
- Cost Plus Percentage of Cost.** All costs incurred by Contractor plus _____% of all such costs.
- Cost Plus Percentage of Costs (Limited).** All costs incurred by Contractor, plus _____% of all such costs, not to exceed \$ _____.
- Time Plus Materials.** All time incurred by Contractor and each of its employees, at the rate of \$ _____ per hour, together with all costs incurred by Contractor for materials and for subcontractors.
- Other.** (Describe) _____.

6. DEPOSIT. Upon the execution of this Contract, Owner shall pay Contractor a deposit in the amount of \$ 50% of Total _____. This deposit is refundable, less contractor's costs, in the event Owner fails to obtain construction loan financing in the minimum amount of \$ Package Price _____; provided that the Owner makes complete loan application within five (5) business days of the date of this agreement, actively pursues same in good faith, and obtains a binding loan commitment within thirty (30) days of the date of this agreement, which commitment requires a closing thereof within thirty (30) days thereafter. Upon commencement of construction or the delivery of any materials to the Subject Property, all deposits paid hereunder become final and non-refundable.

SCOPE OF THE WORK -

The Remodeler agrees to construct and/or install the following home improvements at the Owner(s)' Premises: Attach Plans (drawing), Product Items list, Upgrades List, Utilities Upgrades List, all "other" requested upgrades and Receipt of Payment (Deposit):

Note any items outside the scope of what is included in Umbare Packages, Umbare Products, and Services here.

See Attached Exhibits: A - E

The Remodeler shall furnish all the labor and materials for such work. The Remolder(s) shall obtain and bear the cost of all required building permits. The Owner shall furnish adequate utilities necessary for the performance of this Contract and shall be responsible for all utility charges that may be incurred. The Owner shall furnish any necessary surveys or record plats for the purpose of determining property lines and building set-backs, as may be required.

8. CHANGE ORDERS. All changes to the plans, specifications or selection of finished materials may be requested by Owner, subject to Contractor's approval. Owner shall pay to Contractor any increase in Contract Price prior to the approved work being performed, or, at contractor's option, at the time of final payment, or as set forth in the change order. To the extent that additional work is performed or materials delivered at the owner's request which is not the subject of a signed change order, the contractor shall be entitled to recover the costs thereof, plus _____ % thereof (15%, or \$100 whichever is greater, if blank).

9. CHANGES TO TOTAL CONTRACT PRICE (BASED ON EVENTS COMMON TO REMODELING WORK): Owner acknowledges that the process of remodeling may also consist of demolition or destruction of existing improvements before, during and after any new construction has begun. Additional work is frequently identified during demolition and required to complete the work pursuant to this contract. All such additional required work will constitute a change order and may result in an increase in the Total Contract Price. Some examples of events or occurrences which may cause increases in the Total Contract Price include, but are not limited to, the following:

(A) REMOVAL OF CERTAIN ITEMS: The removal of any floor covering includes one layer only, without any rubberized backing; additional layers or rubberized backing will require an increase in Total Contract Price.

(B) DANGERS INHERENT TO OWNER'S CONTINUED OCCUPANCY: There are certain dangers inherent in remodeling projects since the Owner(s) usually continues to use and occupy the property during the contract performance. Contractor shall be responsible for securing the job site at the end of each work day; however, the Owner(s) acknowledges these inherent dangers and shall take all reasonable precautions to avoid them. As a result, Owner's occupancy of the premises during construction shall be at owner's sole risk, and in the event any such occupancy hinders, delays or increases the cost of contractor's performance of this contract, such damages shall be added to the Total Contract Price. In addition, Owner shall be solely liable for any personal injuries, whether to Owner, Owner's family members, guests or invitees, or to trespassers.

(C) REPAIR/REPLACEMENT OF UNFORESEEN DAMAGED ITEMS: The parties understand that there may be conditions to pre-existing improvements on the property which constitute latent defects or hidden or unknown conditions, necessitating unforeseen removal, replacement or repairs in order to complete the scope of work to be performed under this agreement. Examples of such situations include, but are not limited to: adverse soil conditions; presence of asbestos materials; inadequate structural support; plumbing, electrical, mechanical systems or appliances or machinery in poor or deteriorated condition; or, other matters which could not have been readily observed by the Contractor prior to commencement of the contract performance. In the event that Contractor discovers such defects or hidden or unknown conditions, Contractor shall immediately notify the Owner(s) and shall prepare an estimate of the increased costs resulting from such defects or hidden or unknown conditions. Owner shall be responsible for the costs incurred in preparing the estimate, such as, but not limited to, engineering fees. If the Owner(s) agree(s) with the estimate, it shall become a Change Order hereunder; otherwise, the Owner(s) shall pay the Contractor all costs incurred to that date in connection with the work to be performed hereunder, plus twenty (20%) percent thereof, and this contract shall terminate.

(D) PUBLIC OR PRIVATE REGULATIONS/RESTRICTIONS AND SUBSOIL CONDITIONS: In the event any governmental regulations or private restrictions or covenants, or the results of any soil or subsurface tests, requires modifications to the structure or to the subsurface, the cost of such modifications shall be added to the Contract Price and are payable in the same manner as if originally included in the Contract Price, or, at contractor's option, due and payable at the time the costs of such modifications are incurred. Owner shall provide a clear, accessible building site, correctly zoned and otherwise allowable for the improvements to be made.

(E) INCREASES IN MATERIALS COSTS AND CONTRACT PRICE: In the event that, during construction of the improvement described herein, contractor's costs for materials used or to be used herein are increased by more than _____% (110%, if blank) over the contractor's costs for same at the time this agreement was signed, for any cause(s) beyond the control of contractor, then, and in such event(s), contractor shall have the right to pass the entire amount of materials costs increase(s) along to owner by adding the total amount(s) thereof to the Contract Price.

10. DRAW REQUESTS. At such times as Contractor completes each of the items set forth in the draw schedule Contractor shall submit a written draw request to Owner or to Owner's Lender, as applicable, for an amount equal to the percentage of the Contract Price applicable to each item of construction then completed, less the percentage previously requested and paid for each such items. All draw requests are due and payable within _____ days (or, if blank, 10 days) of the date submitted to Owner. If requested by Owner, Contractor will provide Owner with a lien release from each person who has served a Notice to Owner.

11. GUIDELINES. Contractor agrees to follow the Residential Construction Quality Guidelines as established and published by the National Home Builders Association, in effect at any time during the term of this contract. In the event of changes in such guidelines becoming effective after the signing of this agreement but before final payment of the Contract Price is made, Contractor may, in Contractor's sole discretion, adhere to any applicable version.

12. WARRANTIES BY CONTRACTOR. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, EXCEPT AS STATED HEREIN. ALL STATED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SEE SPECIAL CLAUSES IN PARAGRAPH 25 FOR ADDITIONAL

WARRANTY INFORMATION, IF ANY. SEE PARAGRAPH 14(H) FOR EXCLUSION OF CLAIMS AGAINST CONTRACTOR UNDER ANY HOME WARRANTY PROGRAM OR PRODUCT.

(A) Except as provided in (B) and (D), Contractor **warrants** that all materials will be new materials, unless otherwise specifically agreed upon or disclosed, and that the labor and materials supplied by Contractor and used in performing this contract will be free of defects for a period of one (1) year from the date of the substantial completion; provided, however, that any warranty regarding wood destroying organisms is given only by a licensed pest control operator, is limited to one (1) year from date of initial treatment, and is renewable at the sole option and expense of the Owner.

(B) Owner agrees to rely **solely** on the warranties, if any, of the respective manufacturers of all appliances and equipment included in the property improvements, unless the defect is caused by the improper installation of such appliances or equipment.

(C) Contractor **warrants** that the dimensions of any room shall be within 10% of the dimensions specified on the plans and that the overall heated square footage of the structure shall not be less than the amount specified on the plans.

(D) MOLD IS A NATURALLY OCCURRING GROWTH THAT MAY HAVE ADVERSE HEALTH CONSEQUENCES AND WHICH REQUIRES CERTAIN PREVENTATIVE AND PROPER MAINTENANCE ACTIONS BY THE OWNER. ACCORDINGLY, CONTRACTOR ASSUMES NO LIABILITY WHATSOEVER FROM ANY HARM TO INDIVIDUALS AND DAMAGES TO PROPERTY ARISING AS A RESULT OF MOLD, WHICH IS UNRELATED TO CONSTRUCTION DEFECTS.

13. RESPONSIBILITIES OF CONTRACTOR.

(A) **TIME AND MANNER OF PERFORMANCE BY CONTRACTOR.** Contractor shall commence work within _____ days (30 days if blank) of the issuance of all building permits, recordation of a Notice of Commencement, and written verification from Owner that all funds necessary for payment of the Contract Price are available, whichever shall last occur. Contractor shall diligently pursue and substantially complete all work to be performed under this Contract within a reasonable period of time, taking into consideration delays that are beyond the control of the Contractor, including, but not limited to, weather conditions, delays in selection or delivery of materials, change orders requested by Owner and delays in obtaining all necessary licenses or permits or the certificate of occupancy. Contractor may cease construction work at such time, and from time to time, that the balance in the bank draw account is ever less than the balance of the Contract Price then due for completion, plus any increased costs for all Change Orders. Contractor shall not be liable to Owner for any losses, costs or damages resulting from or arising out of a delay or inability to perform this Contract as described herein or caused by any event beyond the control of the contractor.

(B) **LICENSES, APPROVALS AND PERMITS.** Contractor shall obtain and pay for all licenses, permits or approvals required for the scope of work, except that the owner shall be responsible for obtaining and paying for any approval(s) required from a Homeowner's Association or its committees.

(C) **INSURANCE:** Contractor shall obtain and maintain, at contractor's expense, solely for Contractor's protection, workers compensation and general liability insurance, in connection with the work to be performed under this Contract, until substantial completion. In the event Owner or Owner's Lender require that Contractor obtain and maintain builder's risk insurance coverage, Contractor shall do so, with such optional provisions as may be designated by Owner or Owner's Lender, at Owner's sole expense.

14. RESPONSIBILITIES OF OWNER. Owner warrants and represents to Contractor, and agrees to be responsible for, the following:

(A) **TITLE:** Owner has fee simple marketable title to the subject property, free and clear of all liens or encumbrances that would prevent the Contractor's performance of this contract, and Owner shall submit proof of same to Contractor immediately upon request.

(B) **RIGHT OF ACCESS:** Owner has legal right of access to the Subject Property and all rights of title, including easements necessary for the construction, use and occupancy of the structure, and Owner grants adequate access to Contractor as required for Contractor to perform this contract.

(C) **BOUNDARIES/SURVEYS:** It shall be the sole responsibility of Owner to mark the boundaries of the Subject Property and the location on such property where the structure is to be constructed, and to obtain boundary, foundation and final surveys as may be required by Owner's Lender, as well as any other professional reports required for Contractor to perform this contract, with any loss or damage suffered by Contractor or any third party as the result of a defect in title or incorrect designation of the boundaries or location of the structure to be borne solely by Owner.

(D) **UTILITIES:** Owner shall furnish and pay for all utilities necessary for the performance of this contract, including, but not limited to: water, sewer and electricity.

(E) YARD DEBRIS REMOVAL, LANDSCAPING AND SPRINKLERS: The removal of yard (non-construction) debris, existing landscape and sprinkler system (if any), and other site development costs, shall be the responsibility and expense of the owner, unless otherwise described in the scope of work. None of the removed landscape need be maintained by contractor; if maintained by owner, it must be kept clear of all work hereunder. Contractor shall not be responsible for damages or repairs to existing or removed landscaping or sprinkler system resulting from the normal course of construction.

(F) FINANCING. It shall be the sole responsibility of Owner to obtain any financing necessary to create and maintain a bank draw account balance sufficient to make all the payments set forth in this Contract, and Owner shall have sole responsibility to pay all fees, charges or other costs of such financing, including inspection fees charged by any such lender. The nonperformance of any such lender shall not affect the obligation of Owner to Contractor; provided, however, the draw schedule designated by the construction loan lender shall supersede and replace the draw schedule set forth herein. In the event any portion of the Contract Price is to be paid from the proceeds of a construction loan, Owner agrees to provide Contractor with written verification of a construction loan commitment, subject only to standard conditions, as a condition precedent to Contractor beginning any work. Owner shall furnish, and hereby authorizes and directs the Lender to furnish, the Contractor with any information regarding the status and amount(s) of undisbursed loan proceeds from time to time, upon Contractor's request.

(G) USE OF CONTRACTOR'S EMPLOYEES, AGENTS, SUBCONTRACTORS, OR MATERIAL SUPPLIERS. Owner and Owner's family members or agents shall not in any manner, utilize, unreasonably interfere, communicate, or contract with Contractor's employees, subcontractors, subcontractor's employees or agents, or material suppliers, nor perform or permit any work on the Subject Property, without the prior written approval of the Contractor, which approval may be withheld in the Contractor's unrestricted discretion; provided, however, that if such consent is given, then Owner shall be solely responsible for the payment, shipment, delivery, insurance, installation, and damages for delay.

(H) INSURANCE: Owner shall be solely responsible for obtaining any home owner's insurance coverage, on such terms and conditions as may be determined by the Owner. The Owner shall bear the sole risk of loss of or damages to all materials delivered to the Property, and the Contractor is hereby relieved of any and liability for any such loss and damages, except to the extent any such loss or damage is covered by an insurance policy owned by the Contractor. Under no circumstances will Contractor be liable for any claim covered in any home warranty program or product.

(I) TIME OF PAYMENT, INTEREST, AND FINAL INSPECTION/PUNCH LIST: Owner agrees to pay Contractor the Total Contract Price specified in paragraph 5, in accordance with the draw schedule attached hereto or in accordance with the lender's required draw schedule, if any. In the event any amounts due to the contractor remain unpaid after the due date thereof, then, and in such event, such amounts shall bear interest thereafter at the rate of 1.5% per month until payment in full has been made. Within five (5) days of notification by Contractor that all work is substantially complete, Owner shall conduct a final inspection of the improvements and prepare a punch list which, if agreeable, shall be signed and dated by both parties. Contractor shall be responsible for completion of all items on the punch list within a reasonable time. The Contractor shall be entitled to receive all remaining amounts due under this Contract, except that the Owner may withhold a reasonable amount of the final payment until completion of all punch list items.

15. RIGHT-TO-CURE: 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 DEFECTIVE CONSTRUCTION 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 DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

16. DEFAULT/NOTICE OF DEFAULT. Other than for claims of defective construction, which are governed solely by the "right-to-cure" law disclosed in paragraph 15, Contractor shall be in default under this Contract if Contractor abandons work on the structure or otherwise refuses to carry out contractor's obligations under this Contract (unless such abandonment or refusal is based upon a prior default by Owner which Owner has failed to cure after written notice thereof). Contractor shall be deemed to have abandoned work if Contractor shall fail to perform or cause any work to be performed on the Subject Property for twenty-one (21) consecutive days, unless such failure is the result of any event beyond the control of the Contractor. Owner shall be in default under this Contract if Owner refuses to permit Contractor to complete performance, fails to pay any amounts when due, or otherwise refuses to carry out the obligations of Owner under this Contract (unless such refusal or nonpayment is based upon a prior default by Contractor which Contractor has failed to cure after written notice thereof). In the event of default, the defaulting party shall be entitled to receive written notice, by certified mail return receipt requested or by hand delivery to the address shown below, which specifies the event(s) of default. The defaulting party shall have ten (10) days from the receipt of the notice in which to begin the curing of any default, which actions shall be continuously pursued and completed within a reasonable time in light of the nature of the default; provided, however, the cure of any default in payment must be completed within ten (10) days from the date of notice of default. If any default is timely cured, each party agrees that this Contract shall remain in full force and effect and neither party may assert any claims as the result of such default. All notices

shall be to the respective addresses of the parties as set forth on page 1, or as otherwise set forth in written notice to the other party.

17. REMEDIES AFTER DEFAULT:

(A) BY CONTRACTOR. Except for claims by the Owner of defective construction, which are governed solely by the "right-to-cure" law disclosed in paragraph 15, in the event of default by Contractor which is not cured within the time specified, the Owner may declare the Contract terminated and seek damages only for the reasonable and necessary costs to complete construction in accordance with the original plans and specifications and for the Contract Price (adjusted by Change Orders to the date of termination), less any balance of the adjusted Contract Price not paid to Contractor, and excluding any other damages whatsoever, such as: damages for delay, or for any consequential damages.

(B) BY OWNER. In the event of default by Owner which is not cured within the time specified, the Contractor, at Contractor's option: (1) shall provide a notice of default, upon which contractor shall be entitled to all costs incurred by Contractor from the last draw payment to the date of notice of default, together with profits in the amount of fifteen (15%) percent thereof, and excluding any other damages whatsoever, such as: damages for delay, or for any consequential damage; or (2) may complete the construction and seek damages for breach of contract. The parties have agreed to this amount of profits due to the difficulties and uncertainties associated with the calculation of actual damages for lost profits which Contractor is likely to incur as the result of a default by Owner.

18. ARBITRATION. Except for claims by the Owner of defective construction, which are governed solely by the "right-to-cure" law disclosed in paragraph 15, the parties agree that any other action to enforce this Contract shall be exclusively by arbitration proceedings as described herein, to be held in the county in which the real property described herein is located, and both parties agree to be bound by the decision rendered in such proceedings. Within thirty (30) days of a written request for arbitration, each party shall select an arbitrator. If either party fails to select an arbitrator within this time frame, the first arbitrator selected may select the second arbitrator. Within ten (10) days thereafter the two arbitrators shall select a third arbitrator. All arbitrators shall be persons with experience or knowledge in the construction industry. The arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes); provided, however, the final hearing shall be held not more than ninety (90) days after the receipt of the request for arbitration and the final decision shall be rendered not more than thirty (30) days after the conclusion of the final hearing.

19. ATTORNEY FEES. In the event of any disputes arising out of or in connection with this contract, the prevailing party therein shall be entitled to recover reasonable attorney fees and costs, whether same were incurred prior to or during any judicial proceedings, including, but not limited to, any trial or appellate proceedings, as well as prior to or during any of the alternative dispute resolution mechanisms, whether described in paragraphs 15 and 18 or otherwise ordered by a court of competent jurisdiction.

20. GOVERNING LAW, ASSIGNMENT AND RECORDING. This Contract shall be construed and enforced in accordance with the laws of the State of Florida, and may not be assigned or recorded except with the prior approval of both parties, which approval may be withheld for any reason whatsoever.

21. INTEGRATION CLAUSE. This Contract and the additional contract documents attached hereto, as indicated in paragraph 23 hereof, constitutes the complete agreement between the parties and may not be modified except in writing signed by all parties hereto.

22. CONSTRUCTION RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNER'S 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 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

23. ADDITIONAL CONTRACT DOCUMENTS. If marked, the following additional documents are a part hereof and each party acknowledges receipt of a copy thereof:

<input type="checkbox"/> Metes & Bounds	<input type="checkbox"/> Draw Schedule	<input type="checkbox"/> Mold Disclosure
<input type="checkbox"/> Other Allowances	<input type="checkbox"/> Other Specifications	<input type="checkbox"/> Other (_____)

24. CONTROLLING PROVISIONS AND HEADINGS. All handwritten or typewritten provisions herein shall control over any printed provisions in conflict therewith, unless otherwise provided. The headings on each paragraph are for the sole convenience of the parties and shall not be construed to be a part of this Contract

25. SPECIAL CLAUSES (If Any):

Worked performed herein is covered by the Umbare **Craftmanship Warranty** found at www.umbare.com/warranties.
Payment schedules and information may be found at www.umbare.com/payment-terms
Refund information may be found at www.umbare.com/refund-policy
Terms and Conditions of the purchase and remodel may be found at w www.umbare.com/terms-and-conditions
Privacy Policies may be found at <https://www.umbare.com/privacy-policy>

26. INSULATION DISCLOSURE. In accordance with 16 C.F.R., Chapter 1, Section 460.16, the following disclosure is made regarding the insulation which has been or will be installed in the improvements described herein, as follows (if known):

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>Manufacturer's R-Value</u>
Exterior Walls	_____	_____ "	R=_____
Interior Walls	_____	_____ "	R=_____
Flat Ceiling Walls	_____	_____ "	R=_____
Sloped Ceiling Walls	_____	_____ "	R=_____
Other (_____)	_____	_____ "	R=_____
Common Walls (such as house and garage)	_____	_____ "	R=_____

Note: If any of the above information is incomplete, it is either because this information has already been included in the plans or specifications identified herein, or because this information is unknown at the time this agreement was entered into. However, if any of the above information is incomplete and has not been included in the plans or specifications identified herein, then it will be furnished to the Buyer when the information becomes available. Buyer hereby acknowledges that this R-value information is based solely upon information supplied by the manufacturer or installer and that Contractor does not represent or warrant the accuracy of this information. Buyer further acknowledges that the actual R-values may vary based upon normal construction variances in insulation thickness and openings in walls.

WITNESSES (Optional)

OWNER(S):

1. _____
Print Name: _____

2. _____
Print Name: _____

WITNESSES (Optional)

PRINT CONTRACTOR'S NAME
License # _____

1. _____ **By:** _____
Print Name: _____

2. _____ **Print Title:** _____

Exhibits:

- A.) Drawing (plans) Signed by both The Owner and Remodeler.
- B.) Product List containing owner selected materials for use by the remodeler at the owners premises.
- C.) Receipt of transaction from www.umbare.com demonstrating deposit payment for package and selections made by owner. Sale of products and services are covered under the “terms and conditions” of www.umbare.com
- D.) Approval of any and all utilities upgrades necessary to complete remodel.
- E.) Approval of all other agreed upon additions to services as outlined in “Scope of Work”

Umbare
Sample