

WORK SOLUTIONS

PRESTIGE WORK SOLUTIONS, INC. - Phone: (941) 900-7056

Interlocking Brick Pavers Professionals. - Website: www.prestigeworksolutions.com

5723 Title Row Dr. Bradenton, FL 34210

CUSTOMER:	Tom Glenbock	DATE:	12/15/2020	CTR:	12152020-01
ADDRESS:	9579 Knightsbridge Circle, Sarasota 34238	PHONE:	(919) 589-4240	EMAIL:	tomgle@gmail.com
JOB SITE:	Same	_		_	
PROPOSED AREAS: Driveway covered 1066sqft all include 10% cuts and waste.					

PRESTIGE WORK SOLUTIONS, INC Hereby proposes:

• To Supply and install approx. 1066sqft of Interlocking Concrete Pad Pavers. Material, Demolition, labor and paver sand. \$7,000.00

Material:	!							
AREA:	1066sqft Driveway	Thickness:	60mm,3	0mm	Dimensions:	6x6,6x9	COLOR: Appian Combo Amaretto	
PAYMENT TERMS: CREDIT CARD PAYMENTS WILL INCUR A 3% PROCESSING FEE								
TOTAL JOB COST:			\$ 7,000.00					
1 ST Payment Due Upon Signing			\$ 3,500.00					
2 ND Payment Due Upon Commencement			\$ -					
3rd Payment Due Upon Completion.			\$ 3,500.0	0				

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. This agreement /terms cancels and supersedes any other, verbal or otherwise. Sprinkler systems, utility lines, and/or any underground lines not specifically mentioned in above contract will be the responsibility of the customer and not Prestige Work Solutions, Inc. All agreements are contingent upon strikes, accidents, or delays beyond our control. All workmanship on new installations only, is warranted for 1 year (see terms and conditions).

Handwritten amendment notes or crossed out text will void contract.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Prestige Work Solutions, Inc. is authorized to commence as specified. Payments will be made as outlined above.

Prestige Work Solutions, Inc Representative: Fabiano de Brida	Customer: Print Name:			
	Signature:			
	Date:			

Prestige Work Solutions, Inc.

TERMS AND CONDITIONS OF CONTRACT

- 1. Any dispute with respect to the contract, its terms, conditions and enforcement shall be governed by the laws of the State of Florida.
- 2. **Customer or property owner to provide survey.** NOTE: If preexisting conditions are deemed unacceptable to the city inspector (i.e. sub-base / sidewalks / railings) and are not quoted above, customer and/or property owner is responsible for additional costs required to meet city code.
- 3. All sales are made in accordance with the seller's samples which purchaser covenants that he has seen and approved. No guarantee of exact color or shade is made
- 4. With respect to materials returned for credit due to change in contract after delivery of material, purchaser will be charged for freight plus associated re-stocking fee required by vendor.
- 5. Approximate time of installation shall be given to the customer at the time of signing contract.
- 6. Seller does not accept responsibility for delays in deliveries due to fire, floods, strikes, acts of God, or any other conditions or contingencies beyond its control.
- 7. All material will be the property of seller until final payment has been received and shall be subject to Florida mechanic's lien law.
- 8. If purchaser shall fail to accept delivery hereunder, make payments when due, or in any other respect default under or repudiate or breach this agreement, seller shall be entitled to all remedies in law or equity, including the rights of specific performance. Purchaser agrees to indemnify seller for all loss or damage incurred by seller as a result of purchaser's failure or refusal to perform under this agreement, including reasonable attorney's fees and costs incurred by seller in the prosecution of any claim or legal action against purchaser.
- 9. Seller makes no warranty of any kind, expressed or implied, except that the goods sold under this agreement shall be of the standard quality of seller, and purchaser assumes all risk and liability resulting from the use and/or installation of the goods. Seller neither assumes, nor authorizes any person or entity to assume for seller any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties collateral to or affecting this agreement other than as specifically set forth herein.
- 10. On default by purchaser of any of the provisions of this agreement, seller shall have the option of refusing to perform further under this and any other existing agreement between the parties that the seller may elect, and seller may rescind any agreements between parties and hold purchaser liable for all damages and losses occasioned thereby; or of reselling, at public or private sale, undelivered goods covered by this and any other existing agreement between parties that seller may elect. Seller shall not be liable to purchaser for any profit on any resale, but purchaser shall remain liable to seller for the difference between (1) the agreement price of goods, plus all expenses and charges for the account of purchaser specified in this agreement and all expenses of storage and resale, and (2) the resale price of the goods.
- 11. Prestige Work Solutions, Inc. is not responsible for color variations due to dye lots or production run on concrete brick pavers. Color may vary due to availability of raw materials, efflorescence, and other factors beyond the control of PWS, Inc. Although the color pigments in concrete pavers have excellent durability and weather ability, depending on specific weather situations, during the first year or two after installation, efflorescence may form on the surface of the concrete pavers. Efflorescence is, for the most part, caused by free calcium hydroxide within the pavers which then reacts with carbon dioxide within the atmosphere to form a white calcium deposit which is referred to as efflorescence. With further exposure, this in turn will be changed to a highly soluble calcium hydrogen carbonate which will be washed away with rain. PWS, Inc. is not responsible for current color variations on all-natural stone pavers.
- 12. PWS, Inc. shall have the right to assign its rights and responsibilities under this contract to an equally licensed contractor of their choice, as it may deem necessary from time to time.
- 13. WARRANTIES: All warranties and guarantees of the pavers are guaranteed only as to the workmanship.

All workmanship on new installations only, is warranted for 1 year, however, contractor is not responsible for any settlement around pool decks and/or spas. Warranty does not cover concrete edging of borders when concrete is cracked, loose, or shifting, due to vehicles (including but not limited to automobiles, golf carts, and landscape equipment) driving over.

Warranties are non-transferable to new owners unless specified in writing.

- 14. If work is being performed on pool patio, customer and/or property owner is responsible for clean- up of any dust or debris that may get into pool from the above scope of work.
- 15. If excavation work is required for installation, any damage to sprinkler pipes, electrical wires, sod, tile, septic tanks, or any other objects resulting from such excavation is the responsibility of the customer and/or property owner, and not that of PWS. Inc.
- 16. PWS, Inc. may use photographs of in process or completed projects in many types of media (newspaper, radio, television, and Internet) and in our own publications. It is the right of the property owner, whether or not to consent to the use of his/her photograph for the above publicity purposes. By signing a contract with PWS, Inc., you will hereby authorize PWS, Inc. to use any photographs taken of your property during or after the project for marketing purposes. Written documentation of disapproval is required by PWS, Inc., if you wish to exercise your right not to allow PWS, Inc. to use such materials.
- 17. Handwritten amendment notes or crossed out text will void contract.
- 18. Credit Card payments will incur a 3% processing fee.

I have read and fully understand and accept the above terms and conditions of contract.

Purchaser Initials Page 2 of 2