

Expired on Dec 21, 2023 **Expired**



25241 Bernwood Drive Suite 4 • Bonita Springs, FL 34135 • Phone: (239) 325-3400

Crescent Beach
Phone: 239-825-2048

100 N Collier Blvd
Marco Island, FL 34145

Job Address:
100 N Collier Blvd - Depends on Units
Marco Island, FL 34145

Print Date: 2-23-2024

Proposal for Crescent Beach - Stack 04 - MI

Hurricane Windows & Sliders

Items	Description	Price
Master Bedroom - Replacement Window	<p>Furnish and Install 1 - EL200 Aluminum High Impact Horizontal Rolling Window Configuration: OXO Like for Like ***See Attached Specifications***</p> <p>Installation Includes: Removal, Disposal, Fasteners, Sealants, Materials, Drywall, Stucco, Painting, and Labor.</p> <p>NOTE: Owners Must have Paint At Time Of Installation To Touch Up.</p>	\$1,891.00
Living Room - Replacement Slider w/ Window	<p>Furnish and Install 1 - SGD2020 Aluminum High Impact Sliding Glass Door Configuration: OXXO Like for Like ***See Attached Specifications***</p> <p>Installation Includes: Removal, Disposal, Fasteners, Sealants, Materials, Drywall, Stucco, Painting, and Labor.</p> <p>NOTE: Owners Must have Paint At Time Of Installation To Touch Up.</p>	\$21,924.00
Marco Island Building Permit (Window & Door)	Includes: Engineering, Drawings, Windchart, Fire Review, Permit, and Inspections	\$1,250.00

Hurricane Windows & Sliders Total: \$25,065.00

Hurricane Shutters

Items	Description	Price
Enclose Lanai w/ 2 Electric Hurricane Shutters	<p>55mm Aluminum Roll Up Hurricane Shutter Qty: 2 Color: Per Building Specifications Operator: Radio w/o Override Motor Type: Standard</p> <p>Includes - 3 Structural Posts, 2 - Handheld Remotes</p>	\$9,465.00
Marco Island Building Permit (Hurricane Shutter w/ Electric)	Includes: Engineering, Drawings, Windchart, Fire Review, Permit, and Inspections	\$1,250.00

Hurricane Shutters Total: \$10,715.00

Total Price: \$35,780.00

Payment Schedule

- 50% Deposit
- 25% Start Installation
- 25% Final Inspection and Punch Out

Any payments made via a credit card will incur a 3.5% convenience fee on said charges.

TERMS AND CONDITIONS OF INSTALLED SYSTEMS

1. These Terms and Conditions ("Terms and Conditions") are made a part of that certain Contract ("Agreement"), between the customer ("Customer") and 1° Choice Hurricane Protection, LLC ("Company"), and together the Agreement and these Terms and Conditions constitute the complete and exclusive statement of the Agreement between the parties and may not be contradicted by evidence of prior agreement or of a contemporaneous oral agreement. The Agreement and these Terms and Conditions may only be amended or rescinded by written Agreement signed by both parties or their authorized agent. Any changes the

Agreement may be subject to additional charges.

2. The Company will commence the work as expediently a possible once started and will diligently pursue completion thereof, consistent **with** and subject to the terms of the Agreement. However, the Company shall not be held responsible or liable for delays beyond its control.
3. The Customer may terminate the Agreement in writing by providing the Company not less than three (3) business days written notice, which must be postmarked before midnight on the third business day after the Agreement has been signed ("Buyer's Right to Cancel").
4. No partial payments or deductions of amounts due will be accepted, unless expressly set forth herein.
5. Should the Agreement be terminated for any reason other than the "Buyers Right to Cancel". the Company agrees to make reasonable efforts to cancel the manufacture or delivery of materials, but the Customer shall not be relieved of any liability for payment if the Company is unable to cancel the same.
6. Balances paid five (5) or more calendar days late are subject to 1.5% per month interest charge on the outstanding balance and will automatically void any warranty given or implied. Failure to timely pay shall also constitute a default by the Customer hereunder.
7. The Company agrees to perform all work in a good and workmanlike manner. The following items constitute additional work and are not included in the Agreement price unless expressly specified in writing in the Agreement: (a) moving preexisting hidden conditions, including but not limited to: electric wiring, plumbing, gas, telephone lines, and the like; (b) patching chipped or broken stucco, plaster and other exterior or interior finishes. Painting is only done when specified in the Agreement.
8. If installation is made inaccessible due to changes such as landscaping, canopies, screen cages, etc., the Customer will be responsible for any extra cost.
9. It is agreed that the Company shall not be liable for any defect or damage resulting from installations requested by the Customer which depart from conventional installation method and practices set to building codes and engineering.
10. The Customer **will** be obligated to remove all window treatments prior to installation and The Company shall not be liable or responsible for damage to any window treatments. The Company shall not be liable or responsible for damage to any tile floors such as chipping or cracking when shutters or structures are installed to such floors.
11. If the subject property is located within a condominium and/or community with an Association that requires approval for such work, the Customer represents that it has or will obtain any necessary approval from the required Association, and the Company shall not be liable or responsible in any manner in connection therewith.
12. The product warranty is determined by the manufacturer, and to the extent assignable, such warranties will be assigned to the Customer once final payment is made. If product is removed, re-installed or serviced by unauthorized persons, the warranty is automatically voided and the Company assumes no responsibility in connection therewith or for any damage.
13. The Customer grants the Company permission to use the Customer's name and address and photographs of the property for the Company's advertising purposes.
14. The Agreement is not valid until signed by an officer or agent of the Company. Any purported modifications to these Terms and Conditions by the Customer without the express written approval of the Company shall, at the Company's election, void the Agreement.
15. A county inspection is required upon job completion. The Customer is responsible for providing access to the property and shall ensure Customer, or its representative is in attendance for the inspection.

16. In the event of a dispute hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, in connection with the enforcement and collection of any sums due hereunder, and including at trial and on appeal.

17. If either party shall default in its obligations under this Agreement. following fifteen (15) days written notice with an opportunity to cure (except for failure to timely pay which shall not be afforded a notice and cure period), then the non-defaulting party shall be entitled to any and all remedies available under applicable law.

18. In the event the cost of a swing stage, lift and/or scaffolding has been included in this proposal, the cost of this item is not covered by any warranty for any reason. If any repair and/or maintenance needs to be performed after the installation is complete and if said repair and/or maintenance would require a swing stage, lift and/or scaffolding, the customer would be responsible for this expense, not the Company (1st Choice). The installation shall be deemed complete once the Company has done the final punch out.

19. Neither party shall have the right to assign the Agreement without the express written consent of all parties hereto. No waiver of any default under the Agreement or failure to insist upon strict compliance herewith shall operate as a waiver of future defaults or relinquishment of a right to insist upon strict compliance at a future time. If any of the provisions of the Agreement, these Terms and Conditions, or any paragraph or subparagraph of thereof shall be held invalid for any reason. the remainder of the Agreement and Terms and Conditions or any such paragraph or subparagraph shall not be affected thereby and shall remain in full force and effect in accordance with its terms. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any dispute shall only lie in a Court of competent jurisdiction in Collier County, Florida, and no other venue or forum. The Agreement maybe executed in multiple counterparts, and taken together shall constitute a complete agreement. Facsimile copies of signatures shall be deemed originals for all purposes.

By signing below, I have received and agree to the herein Terms and Conditions.