PrattGuys.com | 904.737.4652 | 6967 Philips Hwy, Jacksonville, FL 32216 | CBC056685 | CPC056645

PRATT GUYS CONSTRUCTION AGREEMENT

Florida Certified Building or License No. CBC056685
Florida Certified Pool/Spa or License No. CPC056645

THIS AGREEMENT is a CONTRACT FOR SERVICES and is made this 15th day of February, 2024, by and between PRATT GUYS, INC. ("**Builder**"), and St. Augustine Ocean & Racquet Club, ("**Owner**"), for the construction of an outdoor living space (the "**Project**") located at 880 A1A Beach Blvd., St. Augustine, FL 32082 (the "**Project Site**").

The Builder and Owner agree as follows:

1. Agreement and Contract Documents

All Exhibits, Schedules and attachments to this Agreement, including but not limited to drawings, specifications and other similar documents (the "**Contract Documents**"), are incorporated by this reference, into and made a part of this Agreement for all purposes. The terms of this Agreement shall prevail over any conflicting provisions in the above-referenced Contract Documents.

2. The Work

Unless otherwise specifically set forth herein, Builder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Project. The work shall be completed substantially in conformance with the Project invoices and renderings that have been initialed or signed or otherwise approved by each party.

Builder is not responsible for unknown conditions that cannot be observed in a non-destructive inspection of the premises for and/or improvements located on the Project Site, or conditions that differ materially from those (a) indicated or referred to in the Contract Documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Agreement. All additional fees and/or costs that are necessary and/or required in connection with any hidden, concealed, or unforeseeable conditions, including code violations, that must be repaired, corrected, replaced, or otherwise overcome in order for the Project to proceed, shall be the sole responsibility of Owner. Owner represents and warrants that it has disclosed all known and/or suspected conditions and/or issues on the Project Site which may impact the construction activities or otherwise in connection with the Project.

Owner further acknowledges that changes or revisions to the Project made by Builder at Owner's request will result in an additional fee beyond the amount provided for in the plans and specifications, which includes only an initial design or rendering in conjunction with the Project

(see Section 6 for further information). Owner further agrees that Builder is granted full access to the Owner's property from the commencement of construction through completion, as deemed necessary and appropriate by Builder.

3. Contract Price and Payments

a) Owner agrees to pay the total price ("Contract Price") for all labor and materials furnished and work performed by Builder, as set forth by the approved estimate within BuilderTrend, including Florida state sales tax, subject to additions and deletions by Change Order (as defined in Section 6) or other method, including late fees or other applicable charges. The proposed Contract Price (the "Initial Project Proposal") at the time of deposit is: $ 188,599.24 . The total Contract Price is subject to change according to the modifications made during the design phase. Upon design approval, the final invoice approval will be submitted via BuilderTrend and shall serve as the binding Contract Price (the "Final Project Estimate").

b) Owner agrees to pay Builder a 25% deposit upon acceptance of the Initial Project Proposal. Each month thereafter, Builder shall submit to the Owner requisition for payment based on work completed, material procured and materials stored, by the 25th day of the month. Owner shall remit the payment owed to the Builder within 10 days of the date of the invoice from Builder. Monthly payments are subject to 5% retainage by Owner. Owner shall pay over to Builder the retainage amount within 10 days from the official completion day of Project. Refer to ***Exhibit A*** for details regarding what is considered the official completion of the Project.

c) A late fee of 1% of the amount due will be applied to any amounts due if the amount is not tendered by the 11th day following the due date. An additional 1% late fee will apply for each 10 day period thereafter that the payment remains late. In addition, work will not begin or continue on any Project until the amount due for the correspondence draw payment has been made.

4. Payment Method

Builder accepts checks, cash, and ACH ("e-check") as methods of payment. Owner may be assessed a late fee and other charges, if any amounts due are not received on or before the grace period as outlined in the payment schedule for the Project. ACH payments are paid via the Pratt Guys Client Portal.

5. Timeframe

The Contractor agrees to complete the Project by Monday, December 16, 2024, subject to any delays or extensions caused by factors beyond the Contractor's control. In order to achieve this date, Pratt Guys must start the project by Monday, September 16th, 2024, + or - 7 Days. If Pratt Guys are not able to start on this date due to Client not proceeding forward in a timely manor (Approved & Signed Contract by February 9th, 2024 / Paid Deposit by February 16th, 2024) thus causing delays with Permitting not yet received and/or VakPak or other Material Delays, the end date will be extended for each day thereafter.

6. Timeframe Extension

A Timeframe Extension on the Project may be necessary when unforeseeable circumstances or delays beyond the control of the Contractor occur. Such factors may include but are not limited to

weather conditions, acts of God, permitting, engineering, change orders requested by the Client throughout the build, or any other unforeseeable circumstances. In such cases, a Timeframe Extension would allow the Contractor to request additional time to complete the project without being penalized for missing the original deadline. The terms of the extension would be mutually agreed upon by the Contractor and the Client, and would be added as an amendment to this original agreement. This would help ensure that the construction project is completed to the satisfaction of both parties, while protecting the Contractor from unforeseeable circumstances or delays beyond the Contractor's control.

7. Penalty

If the Contractor fails to complete the Project within the agreed-upon time-frame, the Contractor agrees to pay the Client a penalty of $100.00 per day.

8. Delays in Project

Any time lost by reason of changes made to the scope of the Project by Owner, other acts of Owner, or any other conditions that are not within Builder's control (including but not limited to Force Majeure events set forth in Section 20), shall be added to the specified time of completion and Builder shall not be held liable or responsible in any manner for such delay. Owner shall be responsible for any costs incurred by Builder which result, directly or indirectly, from acts or omissions of Owner or other delays occasioned by Owner.

9. Change Orders

a) Owner may, from time to time, request changes in the work, which, if approved by Builder, will be authorized by a written change order ("**Change Order**"). Any changes requested after the Owner's approval of the final design and final invoice will result in a Change Order Fee of $1,000.00 in addition to the total cost of any such changes. The total cost and the Change Order Fee shall be paid by the Owner immediately upon the Owner's execution of the Change Order Form and prior to the Builder ordering related materials and commencing of related work.

b) Notwithstanding anything contained herein to the contrary, Builder reserves the right to decline to make any changes requested by Owner, at Builder's sole discretion.

10. Owner's Obligations

Owner is to prepare all work areas so as to be acceptable for Builder's work under this Agreement as directed and agreed to by Builder. Owner shall furnish all information and services under their control to the Builder promptly in order to avoid any delays. Owner warrants that all utilities necessary for the completion of construction are to the property line and/or accessible to the Builder. Owner is responsible for payment of all utilities required for the Project.

11. Supervision

Owner agrees that the supervision of the work performed under this Agreement is under the exclusive direction of the Builder, and Builder shall have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. *Owner shall not interfere with the work, nor cause additional work to be carried on without the written consent of the Builder. All of the work on or related to the Project shall be completed and/or carried out by the Builder or its subcontractors in direct contract with the Builder.*

12. Building Materials

a) Owner acknowledges that the Contract Price includes all materials required to complete the Project. Because the Builder purchases materials in bulk for maximum cost savings, excess materials beyond those required to complete the Project may on occasion be delivered to the Project Site. Owner acknowledges that any materials delivered for the Project but not utilized in the Project are the property of Builder.

b) All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture, and performance standards.

c) Builder reserves the right to substitute building materials, appliances, equipment, fixtures or other items in the Project which may be necessitated by applicable laws, government agencies, requirements of lending institutions, job conditions, design changes deemed necessary by the architect and/or engineer, by the availability of materials, colors, brand names, or by material, supply and/or product shortages, or similar events and/or situations, which in Builder's judgment require such changes, with prior notification to the Owner; provided, however that Builder agrees to use its best efforts to obtain any necessary substitute materials that are of substantially similar or better quality to those specified in the Contract Documents.

d) Where the delivery of any material is delayed, through no fault of the Builder, as a result of supply chain interruptions, supply constraints and/or the shortage or unavailability of materials and/or supplies or similar events, Builder shall not be responsible for any such additional costs or damages associated with such delay(s).

13. Cost Increases

The Owner acknowledges that the Contract Price for this Project has been calculated based on the current prices for the component building materials, supplies and labor as of the date hereof. However, the market availability and/or price for these items for the Project is considered to be volatile at this time, and as such, sudden price increases in material prices and/or other costs included in the Contract Price may occur. In the event of such price increases, the Builder will use its best efforts to obtain alternative materials and/or labor at the lowest possible prices from available building material suppliers and/or labor sources. However, if after the execution of this Agreement, the price of any materials and/or labor required to complete the Project "significantly increases" as defined below, through no fault of the Builder, the Owner agrees that the Contract Price will be adjusted by an amount reasonably necessary to cover any such price increase in accordance with the provisions herein.

As used herein, a significant price increase shall mean any increase in price of any material and/or labor required to complete the Project exceeding 5% of the price listed in the plans and specifications for the Project, experienced by the Builder from and after the date of the execution of this Agreement. Such price increase shall be documented through quotes, bills of sale, invoices and/or receipts.

Notwithstanding anything contained herein to the contrary, should there be a rise in the cost of any specified building materials and/or labor, exclusive of any other price changes, that would cause the total Contract Price to increase by more than 25%, the Builder shall, before making any additional purchases of specified materials or hiring alternative laborers, as the case may be, provide Owner with a written statement expressing the percentage increase of the Contract Price, the building materials and/or labor in question, and the dollar amount of the price increase to be

incurred. The Owner may then, at their option, terminate this Agreement by providing written notice to Builder within 10 business days of the notice from Builder of the Owner's desire to terminate the Agreement. The Builder will then provide Owner with all outstanding amounts owed by Owner all costs expended in performance of the Project through the date of termination, plus a prorated percentage of the Builder's profits based on the percent of completion of the Project as of such date as determined by the Builder. Should the notice of termination and full payment not be delivered to Builder within 10 business days following the date of Builder's final invoice, as provided herein, the Project will be terminated and the Builder shall proceed with all actions necessary to collect the outstanding amounts from Owner.

As an alternative to the termination of this Agreement for significant price increase, the Owner and Builder may agree to changes to the Project in order to address such price increases.

14. Disputes

Should any dispute arise in connection with this Agreement that the parties cannot satisfactorily resolve, then the matter shall be resolved in accordance with the terms of this Agreement. In the event any action or proceeding at law or in equity is brought by either party to this Agreement to enforce any provision hereof, the prevailing party in any such action shall recover its/his/her reasonable attorney's fees and costs from the non-prevailing party.

15. Cancellation/ Refunds

A Project on which construction has not begun may be canceled for a refund of monies paid toward any work that has not yet been undertaken, minus all costs incurred for work or services performed up to the date of cancellation (including but not limited to design fees), so long as materials for the Project have not been ordered by Builder. Written notice of cancellation must be sent via email to Rachel@prattguys.com. No refunds whatsoever will be made on any Project where materials have been ordered.

16. Warranties

The following are the sole and exclusive warranties of Builder in connection with the Project:

a) All material is guaranteed to be as specified, and the work to be performed in accordance with the Project invoices submitted for the above work and completed in a substantially workmanlike manner.

b) Builder agrees to promptly make good, without cost to Owner, any and all defects due to faulty workmanship (as determined by Builder) which may appear within one (1) year from the date of completion and acceptance of the work by Owner, provided that the Owner is not in breach of this Agreement, including having paid all amounts owed hereunder, in full. This limited warranty is the only express warranty provided by Builder.

For clarification purposes, in the event that Owner claims a defect or other issue under this warranty or otherwise, and Builder determines that the alleged defect is due to the fault of Owner (i.e. due to improper care, use and/or maintenance of a pool/spa, backyard structure, outdoor kitchen, equipment, appliances, furnishings and/or other items), then such alleged defect is not covered under this warranty and Owner will be responsible to pay the costs for Builder's assessment of the issue at Builder's service rate, and the cost of any supplies and/or materials required for the repair (i.e., labor and materials and supplies). Builder's Service Agreement is

attached hereto as ***Exhibit B***, which may be amended from time to time.

Examples of improper care, use and/or maintenance, include but are not limited to:

- Failure to follow manufacturer's instructions with respect to operation and maintenance of equipment and/or systems for pool, spa, outdoor kitchen appliances, furnishing, etc.
- Misuse of equipment, systems, appliances and/or furnishing.
- Failure to maintain proper amount of water in pool or spa.
- Failure to clean filters and skimmers when and as needed.
- Failure to maintain proper levels of chemicals in pool/spa.
- Failure to clean debris from pool/spa.
- Improper care and/or use of furnishings and/or fabrics.

The list above is not exhaustive, but is provided to give examples of acts that may cause repairs to be necessary that would not be covered under warranty.

c) Any implied warranty of habitability extends only to the conditions of the Project at the time of completion and does not extend to any conditions not known or under the control of the Builder at the time of commencement of the Project or to any defect caused by conditions occurring subsequent to the completion of the Project.

d) The only warranty for appliances installed by Builder is limited to the warranty provided by the appliance manufacturer, if any, and to the extent assignable.

e) Cosmetic imperfections and natural tendencies of wood such as peeling, splintering, warping, seasonal wood checking (wood checking is a natural occurrence that develops over time during the drying process. It is accounted for in engineering calculations when sizing timbers) or cracking, knot holes, etc. are normal characteristics and are excluded from any coverage under the warranty hereunder. Photo showing an example of "wood checking":

f) The conditions/effect of Efflorescence on pavers is explained and depicted in ***Exhibit C*** and is not an industry defect subject to any warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 13, BUILDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE PROJECT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH

IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

17. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between Owner and Builder, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. Owner acknowledges that Builder has made no guarantees, warranties, understandings, nor representations (nor have any been made by any employee, officer and/or representative of Builder) that are not included in the Agreement and/or documents incorporated herein. This Agreement may be amended only by a written instrument signed by both Owner and Builder.

18. Waiver and Release

The Owner acknowledges that construction activities will be taking place on the Project Site for a period of time necessary to complete the Project. The activities may involve heavy machinery and equipment from time to time, and other hazards, whether inherent or not, that are typical for construction activities on a construction site ("Construction Hazards"). The Owner acknowledges that he/she/they is/are aware and cognizant of the various hazards and dangers related to construction activities. In consideration for the Builder agreeing to enter into this Agreement with the Owner, the Owner hereby agrees to assume any and all risks in connection with the Construction Hazards on the Project Site, whether inherent or not, and to release Builder, and its successors, assigns, stockholders, officers, directors, employees, agents or representatives (collectively, the "Released Parties") from any and all claims or liabilities arising out of or in connection with any injury, death or damage which may befall the Owner or any family members, guests and/or invitees and/or damage to property of Owner and/or others, occurring on or around the Project Site, whether or not such injury, death or damage is inherent to the construction activities, and whether or not such injury, death or damage is resulting by or through the negligence of any of the Released Parties, and further, to indemnify, defend, and save harmless the Released Parties from any claims, demands, causes of action, suits in equity of whatever kind or nature, damages and/or liabilities by the Owner, or the Owner's family, estate, heirs, assigns or successors arising out of or in any way related to such Construction Hazards on or around the Project Site.

19. Indemnification

a) The Owner hereby agrees to and shall indemnify, defend, and hold harmless the Builder and its owners, officers, directors, employees, subcontractors and agents, from and against any liability, suit, costs, judgments, or damages, including reasonable attorneys' fees and expenses arising out of or related to any claim or cause of action (including a third party claim), or threatened claim or cause of action, by reason of or incident to: (i) any wrongful act or gross negligence of the Owner; (ii) any breach or default by the Owner of this Agreement and/or any Contract Documents including a breach of any representation and warranty made herein or therein; or (iii) any claims, costs, actions, awards, liabilities, or damages for any injury to Owner and/or Owner's invitees and guests and/or any third parties on or around the Project Site and/or Owner's residence, or for any damage to personal property on or around the Project Site and/or Owner's residence. The indemnification obligations of Owner shall not apply to losses as a result of Builder's gross negligence.

b) The Owner shall give the Builder written notice of any action to which the foregoing indemnity applies, and the Builder may participate in the defense of same, at its expense, through

counsel of its own choice. The obligations of the parties under this Section 16 shall survive any termination or expiration of this Agreement.

20. Limitation on Liability

THE BUILDER'S TOTAL LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF (I) THE ACTUAL DIRECT MONETARY LOSS SUFFERED BY OWNER, OR (II) THE TOTAL FEES PAID BY THE OWNER TO THE BUILDER UNDER THIS AGREEMENT. OWNER SHALL NOT BE ENTITLED TO RECOVER ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OR PENALTIES FROM BUILDER.

21. Ownership and Use of Plans and Specifications

Owner acknowledges and agrees that drawings, specifications, renderings, designs and other items prepared by Builder in conjunction with the Project are for use solely with respect to the Project which is the subject of this Agreement. Builder shall retain all ownership to and rights under common law, statutory, and other reserved rights to these items, including the copyrights, if any. These items are authorized for use solely and exclusively for execution of the Project and may not be used for other Projects or for additions to this Project outside the scope of work without the specific written consent of Builder.

22. Governing Law and Assignment

This Agreement will be construed, interpreted, and applied according to the law of Florida.

23. Force Majeure

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God or natural disaster such as but not limited to violent storm, hurricane, and/or tornado, flood, damage by lighting and/or drought, explosion, fire, destruction of machines and/or equipment, prolonged breakdown of telecommunications and/or electricity, war, strikes or labor disputes, embargoes, plague, pandemic, epidemic outbreaks of infectious disease or any other health crises including quarantine or employee restrictions and similar events, unavailability of materials, government orders or any other force majeure event.

24. Time of Essence

Time is of the essence in the performance of the obligations of Owner and Builder under this Agreement. Owner represents that as of the execution of this Agreement they are ready, willing and able to carry out the terms, provisions and conditions of this Agreement. Owner's, refusal or inability to fully and timely perform any of the terms of this Agreement shall give Builder the right to terminate this Agreement and collect any outstanding amounts owed to it from Owner.

25. Assignment

This Agreement may not be assigned by Owner without the written consent of the Builder, which may be withheld in Builder's sole discretion.

26. Waiver

The failure by either party to enforce at any time or for any period of time to enforce any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of a party's right thereafter to enforce each and every term and condition to this Agreement.

27. No Third Party Beneficiaries

This Agreement is intended for the benefit of the parties hereto. No third party shall have any right to any claim against any of the parties hereto by virtue of the terms of this Agreement.

28. Independent Contractor

It is the express intent of the parties to treat the relationship created by this Agreement as that of an independent contractor, and not that of an employer/employee relationship. Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee or agent of the other party, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor and responsible for its/their own actions.

29. Negotiated Document

The parties acknowledge and agree that each has had an opportunity for counsel to assist and review this Agreement. No party hereto shall be considered the drafter of this Agreement so as to construe this Agreement against any such party in the event an ambiguity exists herein.

30. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

31. Survival

The Owner’s obligations hereunder (including but not limited to obligations of payment and confidentiality) shall survive any termination hereof.

32. Florida Law Required Disclosures

The following provisions are required to be disclosed in this Agreement under Florida law:

a) Florida law 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 (60) days before you file your lawsuit, you must deliver to the contractor, subcontractor, 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.

b) 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:

FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD
1940 Monroe St., Tallahassee, FL 32399-1039 (850) 487-1395

c) OWNER ACKNOWLEDGES RECEIPT OF THE FLORIDA CONSTRUCTION LIEN LAW WARNING ATTACHED AS *Exhibit D*.

33. Effective Date and Signature

This Agreement shall become effective on the day it is signed by both parties. The parties agree that this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

We the undersigned, have read, understand, and agree to each of the provisions of this Agreement and all Exhibits.

Owner Signature DocuSigned by: St. Augustine Ocean & Racquet Club C0AFE749E745441... Today's Date 2/16/2024

Owner Signature DocuSigned by: Derek Pratt EBFC4F43ABA44A6... Today's Date 2/16/2024

Builder/Agent Signature _____ Today's Date _____

EXHIBITS

EXHIBIT A - UNIFIED PUNCH LIST PROCESS

1. Once Project is Substantially Complete[1], as determined by Builder, Builder creates a punch list, if applicable, and sends it to Owner.

2. Owner submits punch list items, if applicable, within 48 hours of receiving Builder's punch list. (If the Owner does not submit punch list items to Builder within 48 hours, it will be assumed the Owner has no items to add to the Builder's punch list items and Builder will move to Step 3 below.)

3. Builder combines their punch items and Owner's punch items to create a "Unified Punch List" ("UPL") and both parties sign off that the UPL contains all punch items to be addressed. Builder has final discretion to determine if all items are appropriate for inclusion on the UPL.

4. Following the creation of the UPL, Builder shall complete the UPL items within 10 business days, unless the delay in completion of any of those items results from issues outside the control of Builder, including but not limited to weather and availability of materials.

5. Upon completion of the UPL the Owner pays the Final Payment of the Project Invoice.

6. Upon completion of the UPL items, the Owner and Builder shall complete a post-UPL walk-through. Owner then signs off that the Project is 100% Complete. This marks the official completion day of the Project. (Any issues after this, would fall under "Warranties", in Section #13 of the "Pratt Guys Construction Agreement" document.)

[1] Substantial Completion is determined by the Project Manager and is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Homeowner can utilize the Work for its intended use.

EXHIBIT B - SERVICE AGREEMENT

PRATT GUYS
SERVICE AGREEMENT

6967 Philips Hwy
Jacksonville, FL 32216
904.737.4652
prattguys.com

Name of Owner: _____ Date: _____
Address: _____ Email: _____
City, State, Zip: _____ Contact Person: _____
Home Phone: _____ Cell: _____

Pratt Guys, Inc. ("**Pratt Guys**") agrees to provide the Services described below to Owner, and the Owner does hereby agree to pay for the Services in accordance with the terms hereinafter set forth in this Agreement.

Description of Services: (use additional pages if necessary)

_____
_____
_____
_____
_____
_____
_____

Repair Consent: Repairs and/or maintenance services may be made by Pratt Guys without Owner's prior consent, in an amount not to exceed **$**150. Repairs over the aforementioned amount shall be approved orally or in writing by Owner.

Fee and Payment: A fee in the amount of $150 will be owed per Service visit, which includes one hour of labor (the "Service Fee"). The Service Fee shall be paid in advance of the Service call for the Services. If additional labor (over one hour) is necessary, the rate is $150 per hour or $37.50 per each ¼ hour increment. The Service Fee will **exclude** supplies, materials, parts, equipment, and applicable sales and/or use taxes; additional fees will apply as applicable to the aforementioned. Payment for the Services (parts and labor) in excess of the Service Fee (labor) shall be due at the time of Service. Pratt Guys accepts checks, cash, and ACH ("e-check") as methods of payment. Owner may be assessed a late fee and other charges, if any amounts due are not received on or before the date when due.

Permission/Property Access: Owner agrees to allow Pratt Guys to be present on the property for the time necessary to complete the Services. The Owner shall provide safe and unobstructed access to the area where the work will be completed, clear of all obstacles (toys, furniture, yard equipment, etc.), and pets shall be secured prior to the arrival of the technician. The technician reserves the right to cancel a Service call if there is no access (locked gate, unsafe conditions) to

the service area at time of arrival. Owner will be charged for applicable labor costs in connection with delays caused by property access and/or relocation and/or moving obstacles from the work area.

Jurisdiction; Attorney's Fees: Resolution of all disputes arising pursuant to this Agreement shall be in the courts of Duval County, Florida. If Pratt Guys is required to bring suit against Owner or take any other measures including hiring an attorney, to collect any sums due under this Agreement, Owner will be responsible for all expenses incurred by Pratt Guys, including court costs and attorney's fees.

Limitations on Liability: Pratt Guys shall not be held responsible for damage caused by Owner's misuse of or failure to properly maintain the equipment/system/appliances, etc., weather, lawn services, construction, organic stains, etching, corrosion, underground leaks or deterioration due to equipment breakdowns or malfunctions not under warranty, damage occurring from draining a pool, chemical-related issues, pet injuries due to escaping from an open or unlocked closure or other injury. In addition, Pratt Guys will not be liable to Owner for any losses to Owner under this Agreement where that failure results from any cause outside its reasonable control, including but not limited to acts of God, natural or weather occurrences, disruption of Pratt Guys supplies and/or materials, the action of third parties or other industry delays. In any event, the maximum liability to Owner for any such direct loss or damage, will not exceed the total amount paid by Owner under this Agreement. Pratt Guys will not be liable to Owner under any circumstances for any indirect or consequential losses.

Indemnification. Owner agrees to indemnify, defend and hold harmless Pratt Guys, its parent, and any subsidiaries and affiliated companies of each, and their officers, directors, employees and agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, or otherwise), including legal fees and expenses, of whatever kind or nature arising out of or on account of, or resulting from any misrepresentation of Owner or unsafe, hazardous or dangerous conditions on Owner's property or other negligence of Owner. The provisions of this Section shall survive the completion of the Services under this Agreement.

Acceptance. Upon acceptance of these terms and conditions by the Owner, the terms and conditions are irrevocable and can only be rescinded or amended with the written consent of Pratt Guys. None of Pratt Guys' agents or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the manager of Pratt Guys in writing nor is Pratt Guys bound by any such unauthorized statements.

ACKNOWLEDGED BY:

_____

Date: _____

"Owner"

EXHIBIT C - EFFLORESCENCE DISCLOSURE

What is "efflorescence"?

"Efflorescence" is a white substance that is sometimes seen on concrete products like cast-in-place concrete, precast concrete, pavers, retaining wall block, roof tile, masonry block, grout, brick or block mortar (see photos), etc. The Interlocking Concrete Pavement Institute (ICPI) defines efflorescence as "A white deposit of calcium carbonate on concrete surfaces. It results from the reaction of calcium hydroxide with carbon dioxide from the air. The calcium hydroxide is a byproduct when cement hydrates. It is slightly soluble in water and migrates to the surface through capillary action. The calcium hydroxide remains on the surface, reacts with carbon dioxide, which forms calcium carbonate and water. This conversion, depending on weather conditions, will dissipate over time. Calcium carbonate is the most common type of efflorescence.

Are pavers defective if they have efflorescence?

Efflorescence might be a nuisance but it is definitely not a defect by industry standards (Per ICPI- "The presence of efflorescence does not compromise the structural integrity and is not indicative of a flawed product.") Pratt Guys, Inc. applies the latest advancements in chemical admixtures and concrete mix technology to limit efflorescence. However, there is no method or product presently available that will prevent efflorescence.

What can be done about efflorescence?

Homeowners should hire professional paver contractors who are educated and experienced in handling efflorescence AND who understand how to avoid certain construction and maintenance practices that can contribute to efflorescence development. Efflorescence can either be left alone to Mother Nature's devises or it can be removed by force. There is no way to estimate how long the Mother Nature method takes to remove efflorescence because cases vary. Efflorescence can be removed using abrasives, chemicals, or both. Efflorescence can come off the surface during the sanding steps of the installation process. EnviroSafe Masonry Cleaner is a very safe and effective chemical for general cleaning and efflorescence removal. It may be necessary to combine the use of abrasives, chemicals, and high pressure/hot water to remove some cases of efflorescence. See pictures (left) showing pavers before and after applying EnviroSafe.

Efflorescence can bloom from pavers at any time. The residue on these thin pavers was not visible immediately after installation but appeared years later when the pavers were cleaned and sealed. ***Why?*** Contributing factors include; over-laying pavers on a non-draining sub base (concrete in this case) under a covered area, using highly absorbent-low quality pavers, and excessive/high pressure washing. ***Fortunately, the residue was not permanently trapped below the sealer because the contractor used Seal'nLock water-based sealer.***

EXHIBIT D - FLORIDA CONSTRUCTION LIEN LAW WARNING

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. 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. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Owner Signature DocuSigned by: St. Augustine Ocean & Racquet Club C0AFE749E745441... Today's Date 2/16/2024

Owner Signature _____ Today's Date _____

NOTE: ALL NAMES ON THE DEED MUST SIGN ABOVE