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July 15, 2025

Marsh Landing Condominium Association I
c/o NextGen Community Management
5959 Winkler Road
Fort Myers, FL 33919

Project Name: Marsh Landing Condo I – Estimate
Address: 22952 Lone Oak Dr., Estero, FL 33928
Owner Phone: (239) 372-2996 Property Management
Email: yuri@nextgcm.com

Scope of Work: This proposal is for the work proposed in accordance with the following inventory options:

Inventory:

- 18x 5-foot downspout extension
- Chemicals
- 18x splash blocks

Gutter Cleaning: Clean the gutter system on nine condominium buildings as follows:

- Clean debris from the gutter system
- Flush downspouts to remove debris and clogs
- Add hangers, as needed
- Secure valley shields, as needed
- Secure downspouts, as needed
- Remove debris from roof
- Bag and remove debris resulting from the cleaning
- Identify and provide a separate proposal for any recommended repairs

Gutter Cleaning Total Cost: \$8550.00 (\$950.00 a building)

Downspout Extensions

- Replace downspout extensions on all buildings and securing to new concrete Splash Block

D/S Extensions and Splash Block Total: \$1350.00

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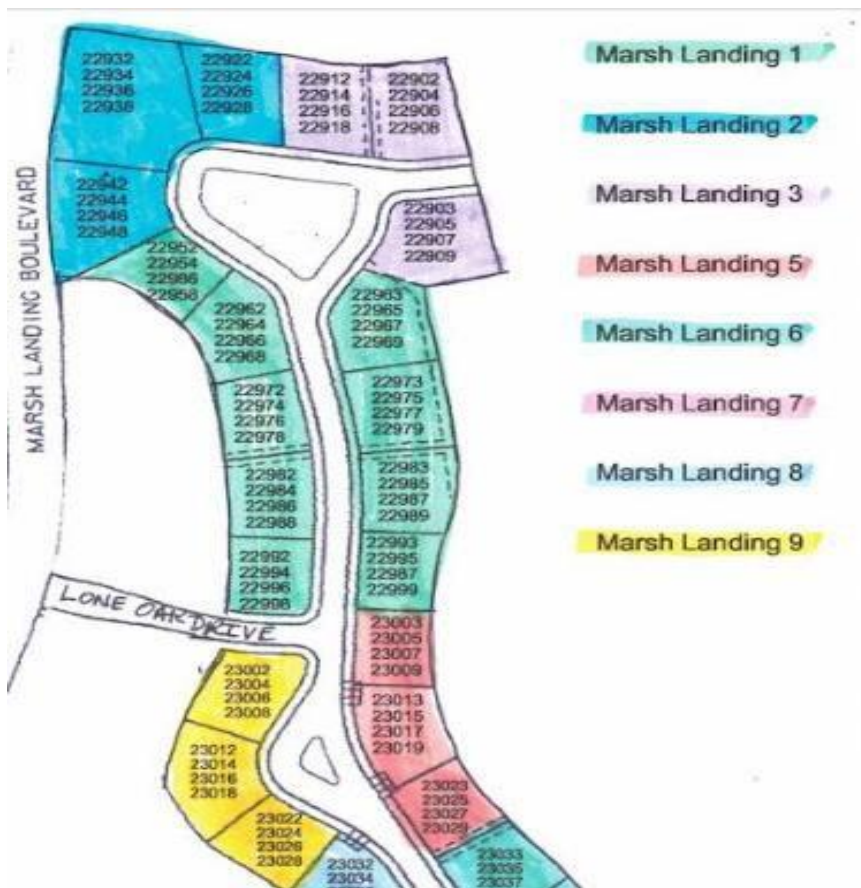
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Underground Drain Line Cleaning

- Jet 54 underground drain lines at \$20 each 6 per building for a total of 54 on 9 buildings

Underground Drain Line Cleaning Total: \$1080.00

Total Project Cost: \$10,980.00



TERMS AND CONDITIONS:

TERMS: A Deposit equivalent to fifty percent (50%) of the total value of the contract is due upon acceptance of the contract. Progress billing twice per month will follow through the duration of the project through completion. The association will hold 10% retainage at the end of the project until final inspection is completed and then is due within fifteen (15) days of the completed inspection.

WARRANTY: Provide Gutter Sheriff one (1) year workmanship warranty. Provide Manufacturer's Material Warranties.



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CHANGE ORDER: During the course of the project, Gutter Sheriff may locate and identify rotten fascia board which does not permit for the installation of fascia wrap or gutters in that area. It is the responsibility of the Association to timely repair or replace the rotten wood to allow Gutter Sheriff to complete the installation of fascia wrap and or gutters (based on contracted scope of work).

INTERIOR DAMAGES: Gutter Sheriff is not responsible for the interior repair or enlargement of existing drywall cracks, the appearance of new drywall cracks, peeling drywall tape or nail pops. This can be caused by the removal and/or replacement of the existing gutter system. It is beyond the reasonable control of Gutter Sheriff to mitigate movement in the structure which would cause such damage.

SUFFICIENCY OF WORK AND WORKMANSHIP: In performance of the scope of work agreed to hereunder, Iron Fist, Inc. hereby agrees to provide quality workmanship and materials consistent with the quality of a similarly priced project in an equivalent location.

TIME: Iron Fist, Inc. hereby agrees to perform its work within a reasonable period of time subject to delays and work stoppages beyond its control provided payment is made in a timely manner.

CHANGES: Any changes to the scope of work shall entitle Iron Fist, Inc. to an equitable adjustment of both time and money proportionate to the extent of the change.

TERMINATION: In the event Iron Fist, Inc. is not paid in accordance with the terms of this agreement, or in the event Contracting Party commits a material breach of the contract in any respect, or in the event the work is stopped for a period of 10 days or longer, or the Contracting Party is adjudged bankrupt, insolvent or has his assets assigned for the benefit of creditors, then and in any of those events, Iron Fist, Inc. shall be entitled to terminate this contract upon three (3) days written notice to the Contracting Party. In such an event, Iron Fist, Inc. shall be entitled to receive payment for all costs incurred through the date of the termination, profit and overhead on that work plus lost profit on the balance of the work not performed and reasonable attorney's fee and costs incurred by Iron Fist, Inc. shall be paid by Contracting Party whether suit is filed or not. In additions, interest at the highest rate allowable by law shall be assessed from the date of the delinquency.

DISPUTE RESOLUTION: The parties agree that should any dispute occur between them, the matter should be heard in a court of competent jurisdiction in Lee County, Florida.

ENTIRE AGREEMENT: This contract constitutes the entire agreement between Iron Fist, Inc. and the Contracting Party. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this document, and the extent not set forth herein, shall be of no force or effect.

DAMAGES: The Contracting Party shall make no demand of liquidated damages for delay or actual damages for delay in any sum. And no liquidated damages may be assessed against Iron Fist, Inc. for any reason.

INDEMNIFICATION: Contracting party shall indemnify and hold Iron Fist, Inc., its agents, consultants and employees harmless from and against all claims, losses, costs, and damages, including but not limited to attorney's fees pertaining to the performance of the subject contract and involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but not damage to the work itself. This indemnification agreement is binding on the Contracting Party to the fullest extent permitted by law, regardless of whether any or all the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Contracting Party is obligated to provide indemnification.

CLAIMS: A claim is a demand or assertion made in writing by the Contracting Party to Iron Fist, Inc. seeking relief arising under or relating to this Contract, including the resolution of any matters in dispute between the Contracting Party and Iron Fist, Inc. including construction or nonperformance and breach of contract claims.

RELIANCE UPON CONTRACTING PARTY'S PROFESSIONALS: Contracting Party acknowledges and agrees Iron Fist, Inc. shall not provide architectural or engineering services. Iron Fist, Inc. shall provide labor, services and materials in accordance with Contracting Party's
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architectural or engineering documents but shall not be liable or responsible for any defect, omission or neglect contained within such documents. Iron Fist, Inc. shall also be indemnified by Contracting Party for any hazardous conditions or waste contained upon Owner's property.

NOTICE OF CLAIMS/ACCESS TO PROPERTY: Any claim under this proposal/contract must be made to Iron Fist, Inc. not later than 45 days from the last providing of labor, services and/or materials by Iron Fist, Inc. is only obligated to make repairs under this agreement if a valid claim is made during said 45 day period, and Contracting Party must allow Iron Fist, Inc. access to the identified property for any purpose contemplated by this agreement, including but not limited to reinspection, whether the inspection as requested by Iron Fist, Inc. was considered necessary by the Contracting Party.

DISCLAIMER:

- A. Iron Fist, Inc's responsibility and liability under this agreement will be terminated if Iron Fist, Inc. is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other acts of God, circumstances or cause beyond the control of Iron Fist, Inc. or by virtue of the Contracting Party to properly maintain the work product which is the subject of this agreement.
- B. IRON FIST, INC. DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY GUARANTEES STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- C. Furthermore, Iron Fist, Inc. assumes no responsibility whatsoever for conditions of the property which existed prior to Iron Fist, Inc's entry onto the project location.

ASSIGNABILITY: This agreement is not assignable for any reason by Contracting Party.

WARRANTY: All warranties on the front side of this contract shall apply.

This proposal is valid for thirty (30) days from the date of the proposal.

Approval: By signing this proposal below, I agree to the proposed work outlined. I agree to timely payment in accordance with the payment terms. I understand that upon receipt of the approved proposal, Gutter Sheriff will schedule and advise me of the scheduled date of installation/service.

Signature of Authorized Representative: _____

Printed Name: _____ **Date:** _____