



Brothers Gutters of Fort Myers, FL
11800 Lacy Ln
Suite 103
Fort Myers, FL 33966
Email: leslie.arias@brothersgutters.com

Estimate
#EST 7171735

Service Address

NextGen Community Management, Nextgen Community Management
22922 Lone Oak Dr.
Estero, FL 33928
Phone: (239) 372 2996
Fax: (239) 522 4344

Work Date:

7/9/2024

Tech Phone:

Contact:

Sherri Gray

Technician (s):

Leslie Arias

Summary

Estimate - Flush Underground Drains

Scope:

Description of Estimated Project:

--->flush the 6 underground drainages located at the front of each building (18 drains total).

--->PLEASE REFERENCE HIGHLIGHTED SECTIONS ON DIAGRAM, LOCATED IN PHOTOS SECTION OF THIS ESTIMATE

Questions? Please contact your Solutionist, Leslie Arias

Call or Text: (239) 747-9402

Email: Leslie.Arias@BrothersGutters.com

Item	Description	
Underground Drain Cleaning	Clean out all underground drains with water jet system	
		Subtotal: \$2,250.00
		Tax: \$0.00
		Total: \$2,250.00

Payment Date	Type	CC/Check Number	Amount
		Total	\$0.00

By affixing my signature hereto, I represent that I have read this proposal and accept it as written, and agreeable to me. I understand that I have the legal right to cancel up to three (3)

days from the date of signing this contract. I am requesting that The Brother That Just Do Gutters proceed to order materials and schedule work. I further understand that there is a 50% deposit required to schedule my installation.

Customer Signature

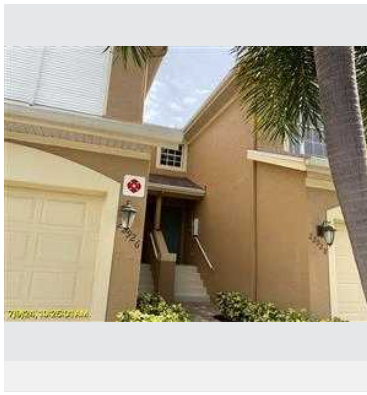
Date

7/9/2024



Photos Before





The Brothers that just do Gutters | Terms and Conditions of Service

1. Introduction. Our estimate is based upon our reasonable judgment and expires after 30 days. The following are our Terms and Conditions of Service. These Terms and Conditions of Service, together with the estimate above, form an agreement ("Agreement"). Even if this Agreement is not signed, through oversight, or because it is misplaced, or any other reason, you understand that unless we otherwise agree in writing, any work we do for you is subject to the Terms and Conditions of Service set forth in this Agreement. Therefore, we ask that you review the Agreement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Agreement. We and you are defined above and referred to collectively herein as the "parties," and each individually as a "party."

2. Services. We shall provide you with such services (the "Services") as may be requested by you from time to time during the Term (as defined below) and as specifically described in the above. You acknowledge that our obligations under this Agreement are limited to providing the Services identified in the above. We are not responsible for and shall not be liable for: fascia rot, soffit rot/damage, rafter tail rot/damage, utility line removal or other repairs or preparatory work needed before Services can be performed; unforeseen conditions discovered after Services begin; vermin, pests or other infestations; the performance, acts, omissions, or breaches of contract of any party providing goods or services to you, including, any vendor, or supplier, and delays of any kind (including delays in obtaining permits, licenses, approvals, installation or delivery); errors or omissions in materials or design; nor cost overruns or changes, whatsoever. Title and risk of loss to materials furnished by us during performance of the Services shall pass to you upon delivery, subject to our right to a purchase money security interest until you have paid for such materials.

3. Certain Consents. You authorize and consent to our taking the steps we deem necessary to comply with all applicable federal, state and local safety regulations and industry standards relative to fall protection applicable to work being conducted on elevated surfaces or in areas with the potential for falls including, without limitation, the use of lifelines, lanyards, and climbing devices attached to your roof or ridgeline. You further authorize and consent to our placing any yard sign advertising our services on your lawn that is permitted by applicable zoning and other regulations.

4. Fees and Payment. You shall pay to us the fees set forth; plus, other amounts described in this Section (collectively the "Fees"). You must pay us ninety (90%) of the total fees due at the time you request a delay in our Services for any reason. Except to the extent provided above, you shall pay Fees for all Services on a time-and-materials basis pursuant to our then-current rates. You shall compensate us for all costs and other overhead and expenses that are incurred by us in providing the Services including, without limitation: (i) required permits, licenses, and approvals; (ii) materials and services; (iii) contractor subcontractor, supplier and other fees and costs we incur on your behalf; and (iv) all other costs and expenses incurred in providing the Services. All Fees are fully earned upon signing the Agreement and are nonrefundable. You shall make payment as indicated above, but in no event later than five (5) days after the date of completion of Services unless we agree otherwise in writing. Thereafter, we may impose a late charge of 1% of the unpaid balance of the invoice per month. You also agree to pay for all cost of collection, including but not limited to, collection agency costs, court costs, and reasonable attorney fees, due to your failure to make payments under this Agreement when due. Any deficiencies in the Services must be identified in a written rejection within ten (10) business days of receipt of the applicable invoice, otherwise, payment shall constitute acceptance of the Services, such that we are deemed to have met all requirements set forth in this Agreement.

5. Term and Termination. This Agreement will commence upon the parties signing and remain in effect until all Services described in the Agreement are completed (the "Term"). We may terminate this Agreement at any time if you fail to make any payment when due or you are in material breach of this Agreement, effective upon written notice to you. Expiration or termination of this Agreement will not excuse you of your obligation to pay us any Fees or other monies that have accrued as of the effective date of expiration or termination. This Agreement and the payment of Fees is noncancellable.

6. Warranty. We shall perform the Services in accordance with a reasonable standard of care or skill consistent with applicable industry standards. If a court of competent jurisdiction determines that we have breached the applicable standard

of care, your sole and exclusive remedy shall be for us to reperform the Services or, at our option, refund the amount actually paid for such Services found to be deficient. All installation of gutters, hangers, corners, end caps, elbows and downspouts performed by Supplier ("Installation Work"), will include the following Limited Warranty ("Limited Warranty"). Subject to the conditions and exclusions set forth below, all Installation Work will be free from material defects in our workmanship for a period beginning on the date of completion of the Services and lasting for ten (10) years for Installation Work that includes our approved gutter guard system, and five (5) years for all other Installation Work (as applicable, the "Warranty Period"). Your sole and exclusive remedy and our sole and exclusive liability under this Limited Warranty will be for us to repair or replace the deficiency or, at our option, to refund the amount paid for the deficient Installation Work. This Limited Warranty does not apply to materials, components, supplies, parts, or goods manufactured by a party other than us (the "OEM"), including that the Limited Warranty does not cover defects in the finish, color, chipping, or blistering of gutters. All such materials will be governed solely by the OEM's warranty, and your sole recourse with respect to such materials will be under the OEM's warranty to the extent the warranty is transferrable to you. This Limited Warranty does not apply to any damage, failure or other issues caused by your failure to comply with our and/or the OEM's instructions, requirements or warranty conditions including, without limitation, to regularly maintain and remove debris from all parts of the gutter system, refrain from altering or repairing the gutters except by us and notify us of your claim within the Warranty Period. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE THE ONLY WARRANTIES WE MAKE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WE HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. OUR CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY CLAIM FOR LOSS OR LIABILITY BASED ON, RESULTING OUT OF, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL IN NO CASE EXCEED THE AMOUNT OF THE FEES THEN DUE AND OWING BY YOU TO US. EXCEPT FOR CLAIMS ARISING FROM YOUR NONPAYMENT OF FEES OR OTHER AMOUNTS DUE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

8. Force Majeure. Neither party shall be held responsible or liable for any loss, damage or delay caused by accidents, strikes, fires, pandemic, government action, floods or other circumstances or other causes beyond its reasonable control (each, a "Force Majeure Event"). A party's performance under this Section will be suspended only for so long as the Force Majeure Event exists. Notwithstanding the foregoing, a Force Majeure Event will not excuse your duty to make timely payment due under this Agreement.

9. French Drains. You agree to inform us or provide a map of any and all subsurface systems in the ground around which we will be excavating for French Drains. We will not be responsible for any damage to any subsurface systems including, but not limited to irrigation, fiber optic, gas, electric or water lines. By accepting this agreement, YOU RELEASE US FROM ANY LIABILITY FOR ANY DAMAGE TO A SUBSURFACE SYSTEM OR ANY DAMAGE RELATING TO OR RESULTING FROM A SUBSURFACE SYSTEM. FURTHER, YOU INDEMNIFY AND DEFEND US FOR ANY LIABILITY (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND RESULTING FEES AND EXPENSES) RESULTING FROM YOUR FAILURE TO PROPERLY DISCLOSE ALL SUBSURFACE SYSTEMS LOCATED AROUND THE AREA WHERE WE WILL BE EXCAVATING.

10. Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. We provide the Services as an independent contractor and are not your agent, joint venturer, partner, representative, or employee. If you are signing this Agreement as a business entity, then the liability of the business entity and each person signing this Agreement shall be joint and several. Except as to payment of Fees, time is not of the essence in relation to any obligation under this agreement. Any notice required or permitted to be given by this Agreement shall be in writing and delivered by a nationally

recognized overnight courier of general commercial use and acceptance to the contact person for the recipient party at the mailing address above and shall be deemed delivered upon receipt or, if receipt is refused, upon tender of delivery. This Agreement shall be governed by and construed in accordance with the laws of the state where our principal office is located without regard to conflict of law principles, and the parties agree that all actions must be commenced in a state court of general jurisdiction closest to our principal office. No amendment, waiver or consent shall be valid unless in a writing signed by all parties. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs. Obligations and rights that, by their nature, are intended to survive termination or expiration of this Agreement shall so survive. This Agreement can be executed in multiple counterparts by facsimile or electronic transmission, and each will be deemed an original.

YOU MAY CANCEL THIS AGREEMENT, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM SIGNING BY SENDING WRITTEN NOTICE TO US

Name of Owner

LIMITED WARRANTY

WHAT THIS WARRANTY COVERS

The Brothers That Just Do Gutters ("Brothers Gutters") Limited Warranty guarantees that all work performed by Brothers Gutters, including the installation of the gutters, hangers, corners, end caps, elbows and downspouts will be in accordance with the generally accepted home improvement standards and, with regular maintenance (see Customer Obligations below), will properly function for the life of this warranty. Brothers Gutters will also guarantee against any defects in material including any defects in finish, color, chipping, or blistering of the products under ordinary use and wear for the life of this warranty.

WHAT THIS WARRANTY DOES NOT COVER

The Limited Warranty does not cover: Damage caused by owner abuse, malicious and/or intentional destruction or damage caused to the gutter system. Any acts of Vandalism. Natural wear and or change in finish or color caused by wind, rain, sleet, hail, ice, snow, or by any other Act of God or other environmental conditions. Damage or defects which are the result of characteristics common to the materials used or conditions resulting from condensation, expansion, or contraction of such materials. Any damage to the home as a result of damage to the gutter system. Any alterations or modifications made by anyone other than a Brothers Gutters Specialist. Any defect or damage caused by another person or contractor's work to the building or home following the gutter installation including any work performed to the roof, fascia, drip edge or shingles. Any water going behind their gutters as a result of shingles extending less than 1 inch past the drip edge or fascia. Any damage caused by fire. Any damage caused by impact from any foreign objects. Any damage or malfunction caused by building or home structure settling or foundational distortion.

WHAT IS THE PERIOD OF COVERAGE

The five (5) year Limited Warranty commences upon the completion of the installation of the gutter system and payment is received by Brothers Gutters in full and will continue for five (5) years thereafter. The Limited Warranty may be extended for an additional five (5) years, for a total of ten (10) years, by the purchase and installation of an approved gutter guard system. The approved gutter guard system must be purchased and installed by a Brothers Gutters Specialist within 90 days from the date of the original installation. If the approved gutter guard system is installed on a date after the original installation, the extension of the Limited Warranty will be subject to an evaluation of the gutter system by a Brothers Gutters Installation Specialist.

WHAT ARE THE CUSTOMERS OBLIGATIONS

Customers, in order to be eligible for any benefits set forth in this Limited Warranty, must provide regular maintenance and debris removal from the gutter system including the gutters, elbows, down spouts, extensions and drainage pipes. Failure to provide evidence of regular maintenance may void any Warranty.

WHAT WE WILL DO TO CORRECT PROBLEMS

Brothers Gutters will repair or replace any damaged portion of the gutter system up to the entire gutter system. The Limited Warranty will cover up to the total amount of footage of gutter, downspout and/or gutter guards purchased in the original contract. In the event the entire footage initially purchased by customer in the contract is replaced, the Limited Warranty will automatically terminate.

WHAT WE WILL NOT DO

Brothers Gutters will not repair or replace any undamaged portions of the gutter system as determined by a Brothers Gutters Installation Specialist. Brothers Gutters will not for any reason repair or replace any damage to Customer's home.

HOW TO MAKE A WARRANTY CLAIM

Customer must notify Brothers Gutters within five (5) days of any claimed damage or as soon thereafter as the damage is discovered by phone and email. Brothers Gutters will accept warranty claims 24 hours a day, 7 days a week, 365 days a year at the number and email address set forth within the original contract. All claims must be made within the period of

coverage and provide the name and address of the Customer; a brief description of the damage; location of the damage; what caused the damage and a number and email address where the Customer can be reached during the day and night.

FAILURE TO PROVIDE NOTICE AS SET FORTH ABOVE WILL VOID ANY WARRANTY.

A Brothers Gutters representative will contact you within five (5) days to schedule a mutually convenient appointment for an Installation Specialist to evaluate the damage. If, in the discretion of the Installation Specialist, the damage is covered under the Limited Warranty, the Installation Specialist will determine and provide a remediation plan to the Customer. All warranty repairs and/or replacement will be scheduled within two weeks of the date the Installation Specialist provides a remediation plan to the Customer.

THE LIMITED WARRANTY IS TRANSFERABLE

This Limited Warranty is transferable to all subsequent purchasers of the home, dwelling building or structure. To transfer this warranty to a new owner, the Customer must have the new owner sign and date the original warranty and forward the same to the Brothers Gutters. Under no circumstance can a warranty be extended by any such transfer. The customer can only transfer the remaining time left on the Limited Warranty. New owner may inquire regarding purchasing an approved gutter guard system to extend the Limited Warranty for an additional five (5) years subject to the provisions set forth herein.

MEDIATION

In the event of a dispute over claims or coverage, Customer agrees to file a written claim to the Brother Gutters and Brothers Gutters will have thirty (30) days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the state in which the Brothers Gutters division is located as set forth within the contract. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions Customer, agrees that;

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.
2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association of the state in which The Brothers That Just Do Gutters division is located under its Commercial mediation rules Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
3. Any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred to a maximum of \$1500 per claim, but in no event shall include attorneys' fees.
4. Under no circumstance will Customer be permitted to obtain awards for, and Customer hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Limited Warranty Agreement, shall be governed by, and construed in accordance with, the laws of the state in which the Brothers Gutters division is located as set forth within the contract without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state in which the Brothers Gutters division is located as set forth within the contract.

SEVERABILITY

If any provision of this Limited Warranty is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force of effect; but the remainder of this Limited Warranty shall continue in full force and effect.

GUTTER MAINTENANCE AGREEMENT

The Contractor's Obligations.

Contractor will clean all leaves and debris from the inside of all gutters, down spouts, elbows and joints. Contractor will remove all gutter debris from the premises, sweep all sidewalks, decks, patios, and driveways of any debris created as a result of the gutter cleaning. Contractor will perform minor repairs such as re-securing gutters, elbows and applying sealant to any leaky joints or corners. Contractor will provide Owner with an email notification of the scheduled maintenance (due to the volume and nature of the gutter cleaning and maintenance contractor, will not accommodate requests for specific times or dates for scheduled maintenance). Contractor will not be responsible for any damage to the Owner's home or property caused by debris in the gutter system.

The Owner's Obligations.

The Owner shall provide the Contractor with such access to the property as is reasonably necessary for the Contractor to comply with the terms of this agreement. The Owner shall immediately notify the Contractor once the property has been sold, and no longer requires property maintenance services. Owners must maintain a valid credit card on file with Contractor for the payment of each scheduled gutter maintenance/cleaning. Any failure to provide payment within 30 days will be subject to the Delinquent Account Disclaimer set for the below and may result in an immediate termination of this agreement.

Pricing.

Contractor will provide the services set forth herein and outlined in the estimate at the prices quoted therein. Contractor reserves the right to change the price of this agreement upon renewal and can choose not to renew the agreement at their discretion. Contractor also reserves the right to decline and/or renegotiate the maintenance/cleaning upon arrival at the premises if any of the following conditions exist: (i) the scope work is beyond routine maintenance; (ii) there is excessive linear footage; (iii) there is inaccessible or difficult access to the home or gutters; (iv) the house or gutters are in significant disrepair; (v) there is existing gutter protection; (vi) there exists unsafe working conditions. If such an agreement cannot be made service will be cancelled at no further charge to the Owner.

Cancellation Policy.

The Owner may cancel this agreement at any time prior to any maintenance scheduled. All previous balances for work performed must be paid in full before cancellation. Cancellations must be in writing and received via email, fax or mail 30 days prior to the scheduled cleaning dates. Owners that cancel within the maintenance cleaning dates will be charged a cancellation fee up to or equivalent to the full cost of the maintenance/cleaning.

Delinquent Account Disclaimer.

Any sum which is more than thirty (30) days past due will accrue interest at 18% per year. In the event Contractor seeks legal advice with respect to the collection of any amounts due as a result of work performed for the Owner, Contractor will be entitled to collect its actual legal fees, cost, and disbursements, in addition to the principal sum due plus interest.

Term.

This Agreement will automatically renew every year and remain in effect until terminated as set forth herein.

Entire Agreement and Amendment.

This Agreement supersedes all prior negotiations, agreements, and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement. Any amendment or modification to this Agreement must be in writing and must be signed by both Parties.