



**QUOTE Q2939**  
**"Palm Harbor Little League"**  
**December 7, 2023**  
 Prepared by Jimmy Dwyer  
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**West Coast Awnings**  
 1424 S Missouri Ave  
 Clearwater, FL 33756  
 phone (727) 447-3461  
 fax (727) 447-3463  
 www.WestCoastAwnings.com  
 SCC-131150944

**Bill To**  
 Matt Iannuzzi  
 Palm Harbor Little League  
 1631 9th St  
 Palm Harbor, FL 34683

**Billing Contact**  
 Matt Iannuzzi  
 Palm Harbor Little League  
 matt.iannuzzi@palmharborlittleleagu  
 e.com  
 cell (360) 551-3898

**Installation Address**  
 1631 9th St  
 Palm Harbor, FL 34683

Qty	Description	Price
5	<b>Shade Sail</b> (Bleacher Shade) <b>Color</b> Fabric Color: TBD <b>Posts</b> Number of posts: 4, - - Post Height: 9' 9", - - Footers: Yes	\$32,080.00
1	<b>Permitting to Be Reimbursed To WCA Upon Completion of Project</b>	\$0.00
1	<b>Sealed Structural Engineering Drawings</b>	\$600.00

Notes	Total	<b>\$32,680.00</b>
Quote includes transportation, delivery, equipment, field measure and installation.	50% <b>Deposit</b> due at time of order	<b>\$16,340.00</b>
	50% <b>Balance</b> due upon completion	\$16,340.00

Permitting/processing time and costs are not included in quote - if permitting.

We are currently at 8-10 weeks lead time after field measure and permitting.

Financing options available through Synchrony Bank

Quote is good for 30 days.

**Terms and Conditions**

Signature below acknowledges contract and the following two pages of supplemental terms and conditions below the signature lines.

**Approved By:**  on December 7, 2023

**Customer:** \_\_\_\_\_  
 Name Signature Date

Commercial projects requiring building permits will be subject to additional costs for engineering and permitting accordingly. The owner is responsible to provide West Coast Awnings with a Notice of Commencement and survey, which are required by the building department.

**Mandatory Disclosure to Residential Owners under Florida law.**

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. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER;" FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**50% deposit due to initiate order with balance due upon completion. Standard installation is 6-8 weeks from order date.**

The undersigned has read, understands and agrees to the provisions contained within and hereby acknowledges receipt of a copy of this contract.

1. **The Work.**  
Unless otherwise specifically noted, Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of work.
2. **Contract Price and Payment.**
  - a. Owner shall pay the Contractor the Contract Amount as set forth above.
  - b. Payments due and unpaid shall bear interest at 1.5% per month payable to Contractor from the date the payment is due. The total price is subject to additions and deletions as set forth below.
  - c. Payment is due upon substantial completion of contracted work. Substantial completion consists of the major facets of job being completed but does NOT include "punch-list" work. Large jobs may be completed in stages, at which time payment reflective of the percentage of the job completed shall become due on a monthly basis.
  - d. Owners paying via credit card authorize Contractor to process their second half payment upon substantial completion.
  - e. Service calls found by Contractor to not be of a warrantable item will be subject to current labor service charges.
3. **Deposit.**
  - a. Customer deposits are refundable for a period of 72 hours from time of contract acceptance. Subsequent to 72 hour period, deposit shall be appropriated toward materials, labor, engineering, permitting, layout, measuring, processing, and ANY other costs incurred by Contractor related to said job.
4. **Schedule.**
  - a. Customer is assumed to be ready for installation immediately. Delays due to other contractors or subcontractors not made clear to Contractor at time of contract acceptance may result in storage/delay fees to the Owner. Unless otherwise stated in writing, installation may occur in the absence of the Owner. Any time lost by reason of changes requested by Owner, other acts of Owner, poor or difficult access to the site, strikes, weather conditions not reasonably anticipated, or any other conditions that are not within Contractor's control (including but not limited to, Acts of God or Public Enemy; war; supplier problems, shortfalls, or delays; national emergency; governmental allocation of or unavailability of or restrictions upon the use or supply of labor or materials; adverse weather; civil insurrection; work stoppages; sabotage; disaster; catastrophe; or effects of governmental rules, regulations or actions), shall be added to the time of completion and Contractor shall not be liable for such delay. For any delays not the responsibility of Contractor, the contract price shall increase by the difference, if any, in Contractor's actual costs occasioned by such delay. Installation delays shall NOT result in any change to price of job.
5. **Selections.**
  - a. Dye Lot Variance: Contractor is not responsible for deviations in color of fabric due to mixed "dye lots" within a job or relative to sample card. Owner understands actual fabric color will likely deviate from color in sample book due to dye lot variances and alternate light situations.
  - b. Fabric: Owner understands acrylic canvas is NOT waterproof. Owner understands heavy rains may result in some water leaking through awning.
  - c. Frame finish: Owner understands custom welded frame awnings will come with mill finish aluminum frames unless otherwise stated. Awning frames are typically NOT painted or treated in any way by Contractor or others in supply chain unless stated specifically.
  - d. Unless otherwise specifically stated, Owner agrees to allow the design department of Contractor to determine the best match of fabric, thread color, graphics, awning design, awning pitch.
  - e. Actual finished measurements relative to sales contract may vary with field conditions. Drop Curtains will be installed with latitude for actual size, shape, configuration, and openings.
6. **Permits or Fees.**
  - a. Owner shall pay for any building permits, fees, or engineering fees which are required, in addition to the contract amount. If necessary, Owner agrees to assist Contractor in obtaining any permits and licenses by completing all necessary applications and forms. If a covenant or an architectural review committee requires the approval of plans and specifications. Owners shall be responsible for obtaining these approvals and paying for any fees connected with them.
7. **Owner's Obligations.**
  - a. Owner shall furnish information and services under his, her or its control to Contractor promptly to avoid delay. Owner shall provide complete access to the property at all reasonable times to Contractor and its subcontractors, without interference.
  - b. Owner warrants that the property conforms to all zoning, planning, environmental, and other building requirements.
  - c. Owner agrees that the supervision of the work performed under this Agreement is under the exclusive direction of the Contractor, and Contractor shall have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Owner shall not interfere with any obligation hereunder by Contractor of any of its agents, employees, subcontractors, suppliers and delivery men. Owner shall not converse with or otherwise impeded any workmen, delivery personnel or subcontractors working on the property, but rather communicate solely with Contractor in regard to the construction in all its phases. If access is denied or unavailable, all subsequent trips to Owner's site will be billed at an increase of \$100 per visit.
8. **Acceptance.** If this Contract is not duly and properly executed by the Owner and returned to Contractor within seven (7) days of its date, it is deemed withdrawn by the Contractor. The Contract becomes binding upon Contractor only after execution by an officer of Contractor.
9. **Warranties, Exclusions, and Warnings.**
  - a. Contractor agrees to promptly make good, without cost to Owner, any and all defects due to faulty workmanship which may appear within one (1) year from the date of completion and acceptance of the work by Owner. Warranties provided by material manufacturers cover replacement of materials only and may or may not cover any costs associated with fabrication or installation of a replacement product. Contractor will not be liable for any incidental or consequential damages to the building structure or its contents, loss of time or profits, or any inconvenience. Contractor shall not be liable for any damages which are based upon negligence, strict liability or any other theory of liability other than the exclusive limited warranty liability set forth in this Limited Warranty.
  - b. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY CONTRACTOR. IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND GOOD WORKMANSHIP ARE DISCLAIMED AND LIMITED TO THIS WARRANTY.**
  - c. No warranty work shall be done until Contractor is paid in full for the complete contract amount, including any and all changed orders.
  - d. This Warranty does not obligate the Contractor to repair the Work for defects, failure, or damages resulting from: natural disasters including the director or indirect effects of lightning strikes, fires, hailstorms, earthquakes, sinkholes, tornadoes, hurricanes, or other extraordinary natural occurrences; misuse, abuse, failure to maintain, or negligence; failure of materials or installations other than those involving the awning coverings; exposure of the awnings to damaging substances or damaging conditions; or changes or modifications to the components of the awnings.
  - e. Contractor is NOT an electrical contractor and is NOT responsible for any facets of job related to ANYTHING electrical implied or otherwise. Contractor is not responsible for recover jobs or retractable jobs for the frame, posts, structure, motor, or other previously installed parts and equipment, including but not limited to frames, covers, valances, scallops, appliques, threads, welded aluminum frames, welded steel frames, and slip fit pipe frames.
  - f. Retractable Awnings: Owner understands retractable awnings (including, but not limited to, Sunesta, Mitjavila, and Eastern) are designed as shade protection in "fair" weather conditions and are vulnerable to wind or rain damage when extended. Owner is responsible for keeping retractable awnings retracted during unfavorable weather conditions. Damages resulting from unfavorable weather are not warrantable items and are not covered by this limited warranty.
10. **Right to Cure. CHAPTER 558, FLORIDA STATUTES, 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 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.**
11. **Representations.**
  - a. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Contractor. Owner acknowledges that Contractor has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of Contractor) that are not included in this Contract.
12. **Additional Mandated Disclosure.**

**CONSTRUCTION INDUSTRIES RECOVERY FUND**

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 N. Monroe St., Tallahassee, FL 32399-1039. (850) 487-1395
13. **Miscellaneous.**
  - a. This Contract will be construed, interpreted, and applied according to the law of Florida. This Contract shall be assigned without the written consent of all parties. Jurisdiction and venue for any legal proceeding arising from this agreement will exclusively be in the Florida county of the site of the project. Contractor and Owner agree to waive any right to jury trial in any such action. The prevailing party in any claim, demand, or legal proceeding brought against the other party to this contract shall be entitled to the full recovery of all costs and expenses incurred by the prevailing party.