

DOWNTOWN  
ORLANDO

## Downtown Façade and Building Stabilization Program

### APPLICATION

Subject Property Information:

Project Address: 421 W. Robinson St.  
Orlando, FL 32801

CRA Planning Area: ☐ CBD ☐ Eola ☒ Parramore Heritage ☐ Uptown

Project Type: ☒ Façade Improvements ☒ Building Stabilization Improvements

Parcel ID Number(s): 26-22-29-8692-00-180

City Zoning: IG/T/PH 4800-Warehouse

Applicant:

Name: George Surry

Business Name: The Leak Doctor Inc.

Mailing Address: 421 W. Robinson St.  
Orlando, FL 32801

Phone Number: 407-426-9995 Fax Number: 407-426-9568

Email Address: gwens@leakdoctor.com

Property Owner (if different than Applicant): Same

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

# Downtown Façade and Building Stabilization Program

## APPLICATION SIGNATURE

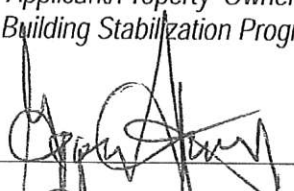
The Applicant, George Surry, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Downtown Façade and Building Stabilization Program, the Applicant agrees that it will enter into a Funding Agreement with the CRA with terms relating to, among other things, the CRA's right to receive re-payment of program funds, the CRA's right to review and audit any and all records related to the Agreement, and the CRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

*By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.*

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.*

Applicant Signature:



Date:

9/24/14

Property Owner Signature:



Date:

9/24/14

# Downtown Façade and Building Stabilization Program

DOWNTOWN  
ORLANDO

## Owner's Affidavit

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) George Surry, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

421 W. Robinson St. Orlando, FL 32801 (Address)

(Legal Description)

That George Surry (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated October 27, 2014

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

[Signature]  
Signature of Affiant

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF Florida

COUNTY OF Orange

Sworn to and Subscribed before me this Oct 27, 2014, by George Surry, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public

My Commission Expires: 3/27/2015

[NOTARY STAMP]





# Downtown Façade and Building Stabilization Program

## APPLICATION

### Subject Property Information:

Project Address: 421 W. Robinson St.  
Orlando, FL 32801

CRA Planning Area: ☐ CBD ☐ Eola ☒ Parramore Heritage ☐ Uptown

Project Type: ☒ Façade Improvements ☐ Building Stabilization Improvements

Parcel ID Number(s): 26-22-29-8692-00-180

City Zoning: IG/T/PH 4800-Warehouse

### Applicant:

Name: Gwen Surry

Business Name: The Leak Doctor Inc.

Mailing Address: 421 W. Robinson St.  
Orlando, FL 32801

Phone Number: 407 426 9995 Fax Number: 407 426 9568

Email Address: gwenS@leakdoctor.com

### Property Owner (if different than Applicant):

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_





# Downtown Façade and Building Stabilization Program

## APPLICATION SIGNATURE

The Applicant, Gwenivere Surry, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

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*By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.*

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.*

Applicant Signature: Gwenivere Surry Date: 2-4-15

Property Owner Signature: Gwenivere Surry Date: 2-4-15



# Downtown Façade and Building Stabilization Program

## Owner's Affidavit

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) Gwenever L. Surry, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

421 W. Robinson St. Orlando FL 32801 (Address)

IG/T/PH Parcel # 26-22-29-8692-00-80 (Legal Description)

That Gwenever Surry (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated October 27, 2014

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

Gwenever L. Surry  
Signature of Affiant

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

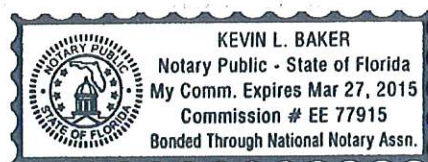
STATE OF Florida  
COUNTY OF Orange

Sworn to and Subscribed before me this 4 day of February, 2015, by Gwenever Surry, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public

My Commission Expires: 3/27/2015

[NOTARY STAMP]





Mercedes Blanca &lt;mercedes.blanca@cityoforlando.net&gt;

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## Background Check -George and Gwen Gwenever Surry

3 messages

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**Mercedes Blanca** <Mercedes.Blanca@downtownorlando.com>

Thu, Feb 5, 2015 at 11:10 AM

To: John Kinloch <john.kinloch@cityoforlando.net>

John,

I hope that you are well. I need your assistance in running background checks on George and Gwenever Surry. Attached is their contact information and background check permission forms.

Thanks!  
Mercedes



Mercedes Blanca, Economic Development Coordinator  
Downtown Development Board/Community Redevelopment Agency  
City of Orlando  
400 South Orange Avenue, 6th Floor  
Orlando, FL 32801  
p: [407.246.3625](tel:407.246.3625)  
f: [407.246.3359](tel:407.246.3359)  
[downtownorlando.com](http://downtownorlando.com)

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@ProjectDTO  
[facebook.com/ProjectDTO](https://www.facebook.com/ProjectDTO)

Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records.

If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.



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**The Leak Doctor Background Check.pdf**

1164K

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**John Kinloch, Employment Supervisor** <john.kinloch@cityoforlando.net>

Wed, Feb 11, 2015 at 8:12 AM



To: Mercedes Blanca <Mercedes.Blanca@downtownorlando.com>

Mercedes

Please be advised both Gwen and George Surry passed their background screenings.

Let me know if you have any questions.

John  
x2067

John G. Kinloch, PHR, SHRM-CP  
Employment Supervisor  
Human Resources  
City of Orlando  
400 So. Orange Ave., 1st Fl  
Orlando, FL 32801  
p 407.246.2067  
f 407.246.2019

[Quoted text hidden]

[Quoted text hidden]

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**Mercedes Blanca** <Mercedes.Blanca@downtownorlando.com>

Wed, Feb 11, 2015 at 9:32 AM

To: "John Kinloch, Employment Supervisor" <john.kinloch@cityoforlando.net>

Thanks!

[Quoted text hidden]

# Downtown Façade and Building Stabilization Program

DOWNTOWN  
ORLANDO

## PROJECT DESCRIPTION:

- 1) Roof replacement. Roof is old & is leaking in several areas. Numerous attempts have been made to patch roof but unsuccessful. Cost to replace current roof with gravel roof is \$25,000. Contractor: Engelmeier Roofing
- 2) Air conditioner is not performing at capacity. Need ductwork upgraded & larger unit. Cost to replace A/C unit is \$6300. Contractor: Season Air

TOTAL PROJECT COST	\$ 31,300
APPLICANT'S FUNDING	\$ 15,650
TOTAL PROGRAM FUNDING REQUESTED	\$ 15,650





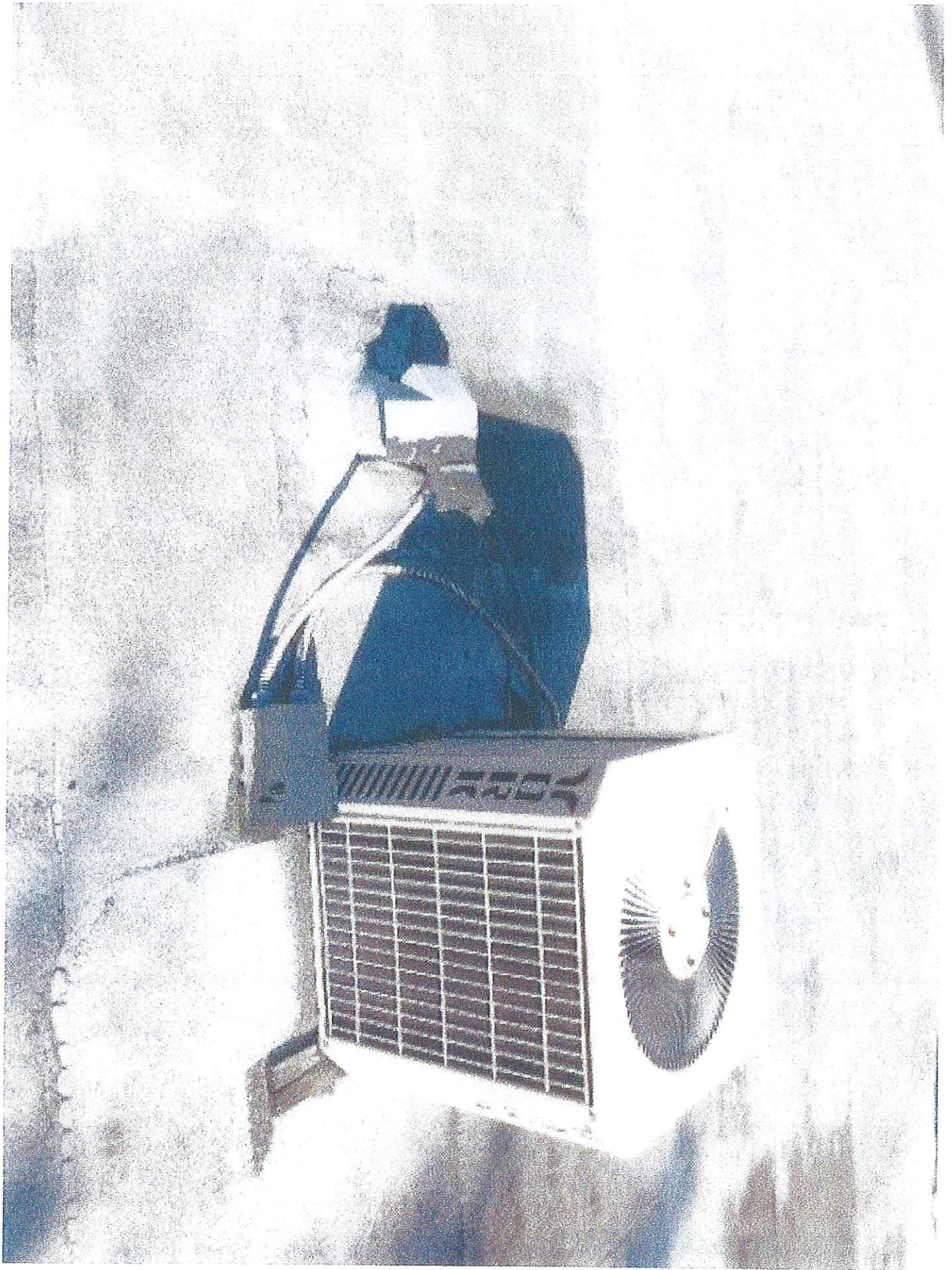




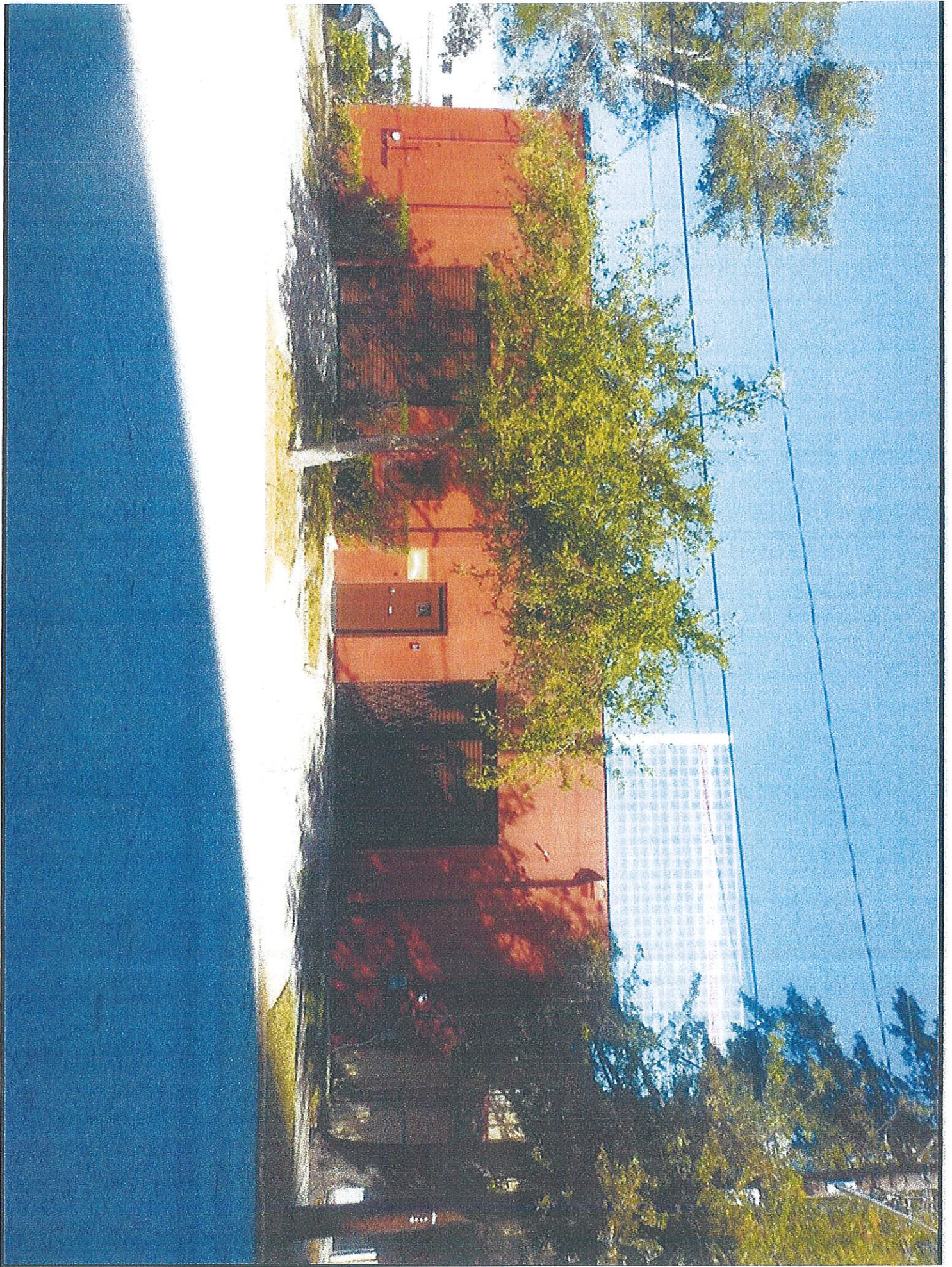




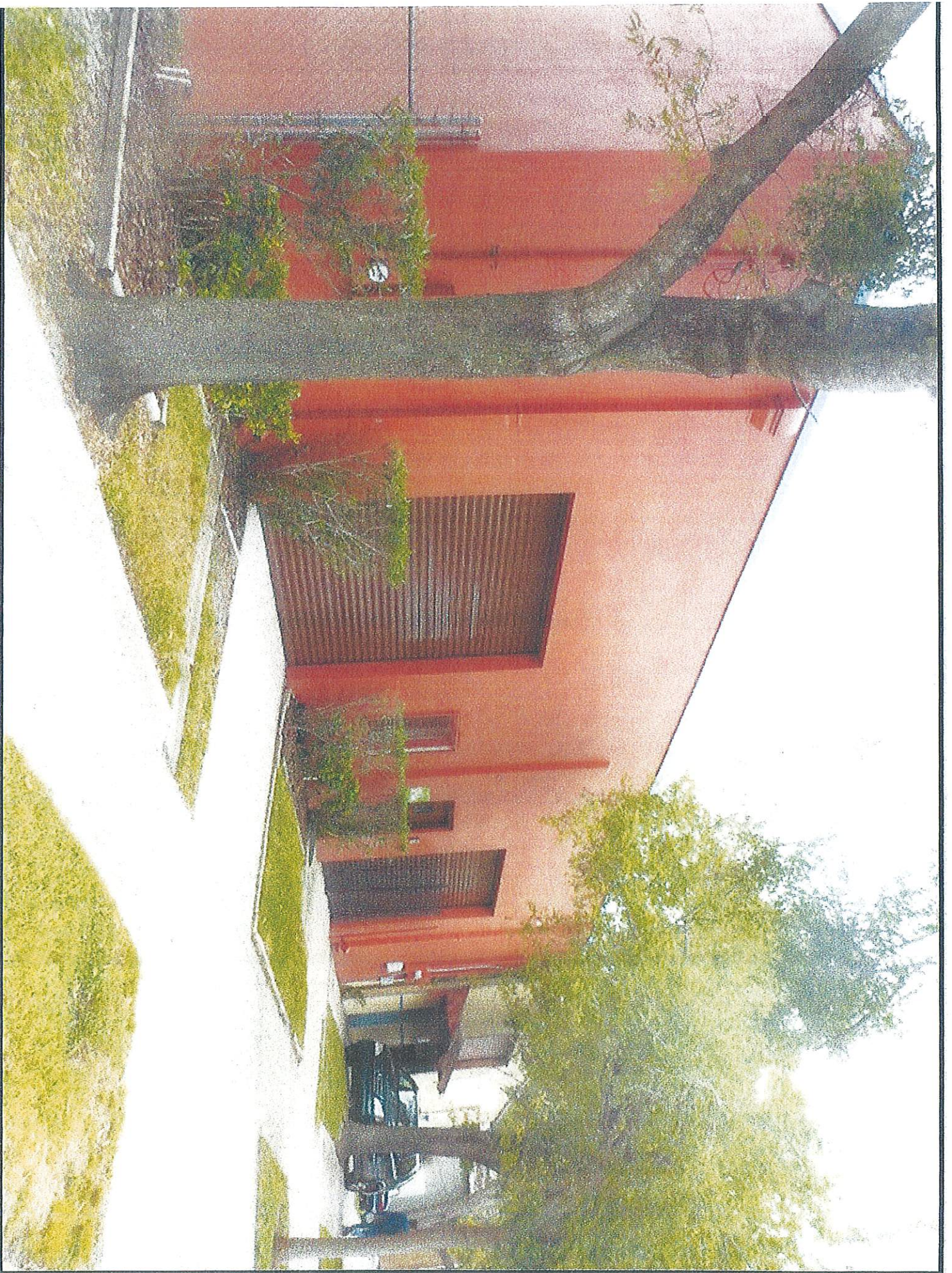




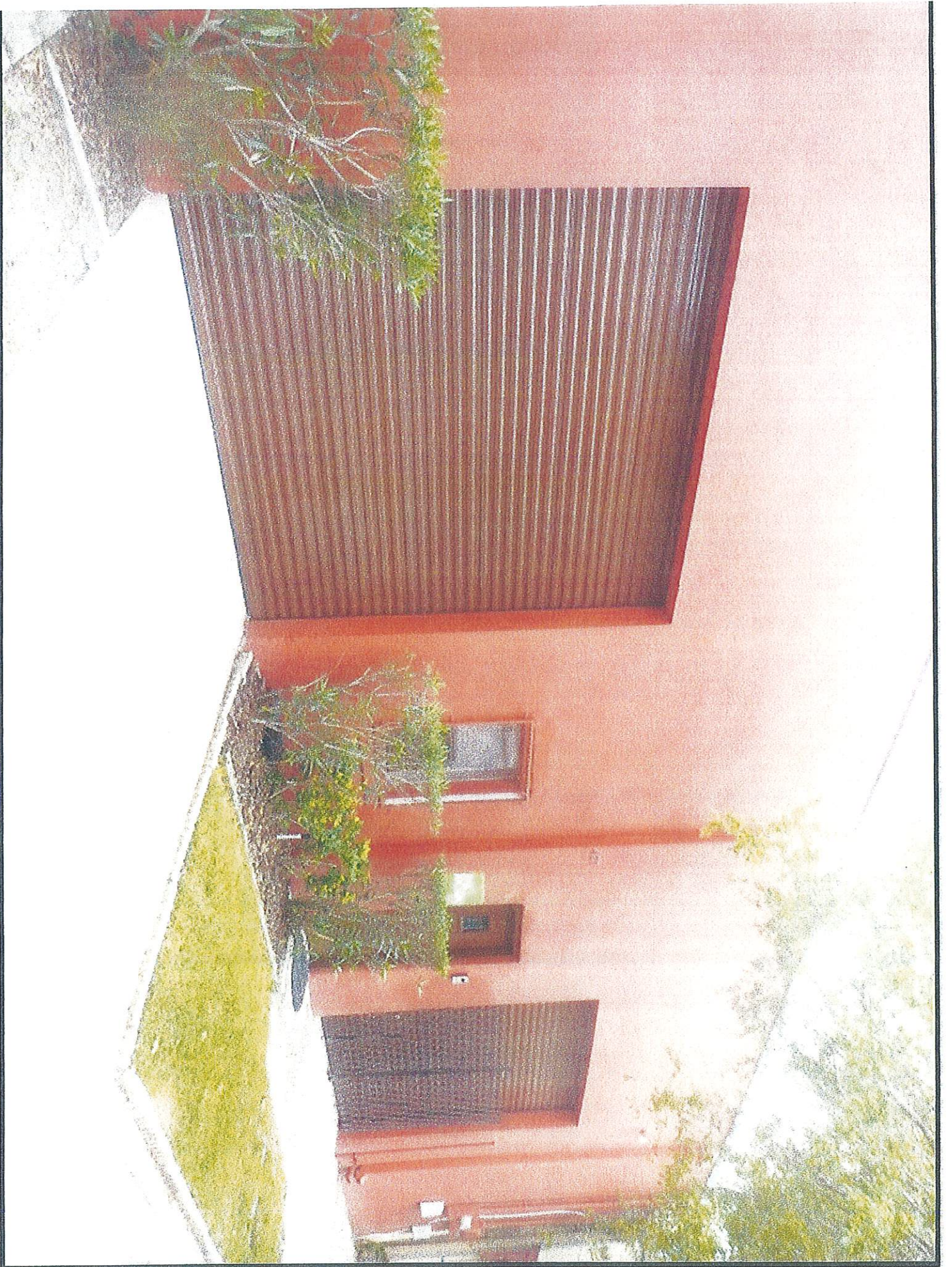




















# CITY OF ORLANDO

## MINOR CERTIFICATE OF APPEARANCE APPROVAL

CASE #: ARB2014-00112  
SITE ADDRESS: 421 W Robinson St  
APPLICANT: 421 W ROBINSON ST  
421 W ROBINSON ST  
ORLANDO, FL 32801  
OWNER: GWEN SURRY  
421 W ROBINSON ST  
ORLANDO, FL 328011719

The Orlando Appearance Review Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

The proposed roof renovation and re-roof is APPROVED as submitted.

This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appearance Approval executed January 12, 2015, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.

  
Signature

DOUGLAS A. METZGER, BICP, LMT  
Appearance Review Official



**Florida's Premiere Commercial Roofing Contractor**  
Committed to Quality

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**To:**  
Ms. Gwen Surry  
421 W. Robinson St.  
Orlando, FL 32801

**Job Name:**  
Leak Doctor

**Address:**  
421 W. Robinson St.  
Orlando, FL 32801

**Date:**  
October 22, 2014

**Reference:**  
20 Year TPO Single Ply Re-roof proposal

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We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of eleven (11) million dollars.

**WORKSCOPE**

1. Cut and remove the existing roofing down to the gypsum panel deck and dispose of at an off-site location. Only remove as much roofing in a one days period that can be replaced to establish an overnight watertight condition.
2. Inspect the gypsum deck for any defects or failures and repair as needed. This proposal includes 300 square feet of deck replacement.
3. Furnish and install one (1) layer of 1.5" Polyiso insulation adhered to the gypsum deck with Olybond adhesive. All boards to be staggered at the end laps as per GAF details.
4. Furnish and install (1) layer of GAF 60 Mil TPO single ply membrane fully adhered to the insulation utilizing bonding adhesive at a rate of 1.75 gallons per 100 square feet.
5. Flash all walls, drains and exhaust fans as recommended by GAF Materials standard details.
6. Install new 24 gauge galvanized metal at the top edge of the parapet walls and secured with masonry anchors.
7. Furnish and install one (1) new aluminum approved hurricane stand for one (1) A/C condensing unit. Unit needs to be raised off the roof deck to meet the current Florida Building code requirements.



8. Provide owner with a two (2) year Advanced Roofing Contractors warranty.
9. Provide Owner with a 20 (2) year warranty against labor and materials from GAF Materials corporation.

**QUOTATION FOR THE SUM OF.....\$32,400.00**

(Thirty-Two Thousand Four Hundred Dollars and 00/100)

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

**ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE**

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an addition \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: \_\_\_\_\_

*Jason Carruth*

Jason Carruth

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.  
Owner is responsible for asbestos testing and related cost to remove.

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**Acceptance of Proposal**

The undersigned as (check one ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: ..... Signature: .....

Date: ..... Signature: .....

\*Terms & Conditions on last page(s) apply.

State License: CCC 024413

## Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

**NO GUARANTEE:** Advanced guarantees to do its work on time and on budget and in a workmanlike manner. However, no guarantee or warranty is issued against further or future leakage. It is often necessary to make multiple repairs to attempt to stop the roof from leaking, and depending upon the condition of the roof, what is required is beyond the scope of a repair and only a re-roof will provide a lasting fix. Owner agrees that repairs are limited to the scope described in this Contract. Photographs of the job site will be taken before and after the work is completed and the jobsite will be left in a neat and clean condition.

**UNFORESEEN CONDITIONS:** In the event that unforeseen conditions arise that were not apparent upon visual inspection, Advanced will promptly advise Owner of same and either perform such additional work on a time and material basis, over the price stated in this contract unless otherwise agreed to in writing between the parties.

**PAYMENT:** Owner represents that it has the funds available to make payment and that payment is due on the completion of the job and will be paid when stated in this Contract or when invoiced by Advanced. If Owner fails to pay when due, Advanced will be entitled to interest at 1.5% per month as well as recovery of attorney fees either incurred by outside counsel or \$200 per hour for the time incurred by house counsel in collecting sums due. Fees incurred pre-suit, or post suit, such as for appeals or collection efforts, are also recoverable. Suit shall only be brought in Broward County, Florida. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to Broward County, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

**OWNER RESPONSIBILITIES:** Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes, solar system equipment, HVAC or other property or equipment which interferes with the roof repair work and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Owner shall provide the staging area and cooperate to inform and assist in preventing people, vehicles or equipment from entering that area or any area under construction. Owner shall notify all persons who occupy the property of the work and shall provide them with any instructions provided to Owner from Advanced. This may require certain portions of the building or parking areas to be closed for a limited period which Advanced will use its best efforts to minimize.

**LEAKS:** Advanced will repair any work performed by it which is defective. Owner agrees that Advanced is not liable for leaks which occurred before or occur after the work of this contract is performed. The parties agree that the scope of repair is limited and there is no guarantee that it will stop or prevent future leaks.

**PRICES QUOTED ARE FOR GALVANIZED** flashing, eaves drip and gravel stop unless otherwise specified.

**RISK OF DAMAGE:** It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

**DELAYS:** Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

**BREACH:** In the event Owner terminates or breaches this contract Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and

profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

**NO ORAL PROMISES:** There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

**LIMITATION OF LIABILITY:** Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system repaired per this Contract, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Advanced's exclusive responsibility and liability under this warranty is to repair any additional leaks which result from its own faulty repair work. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

**COLLIS ROOFING, INC.**  
**Commercial Department**

P.O. Box 520668  
Longwood, FL 32752-0668

Ph. (321) 441-2300  
Fax (321) 441-2313  
Lic. # CCC058022

Date:	October 15, 2014	Contact:	Gwen Surry
Owner:	Leak Doctor	Phone:	407-426-9995
Address:	421 W. Robinson St.	Email:	<a href="mailto:gwen@leakdoctor.com">gwen@leakdoctor.com</a>
City:	Orlando	State/Zip:	FL 32801
Job Description:	Re-roof @ 421 W. Robinson St.		

Thank you for calling Collis Roofing, where excellence is driven through experience. We look forward to providing the scope listed below.

**TPO ROOF**

1. Prepare existing modified roof, and install tapered ISO insulation, fully adhered into place, with Olybond foam adhesive. This is to comply with local building code requirements for positive drainage.
2. Any damaged or deteriorated gypsum panels will be replaced at the rate of \$12.00 per square foot.
3. Furnish and install tapered ISO crickets, between roof drains, to eliminate ponding water between drains.
4. Furnish and install a premium grade .060 mill scrim reinforced bright white single ply TPO membrane system, fully adhered to ISO with bonding adhesive, per manufacturer's standard high wind up lift application as deemed by building location and Florida Building Code requirements.
5. All wall and curb flashing will have a 1/4" plywood applied and performed with the same premium membrane system, fully adhered into place.
6. Fabricate and install new 24gauge mill finished galvanized metal counter flashing, perimeter coping metal and scuppers All metal will be installed per SMACNA recommendations. Existing leader heads and downspouts to remain.
7. All penetrations will be flashed using manufacturer's pre-molded penetration flashing units.
8. One HVAC unit will be brought up to current local code standards by a licensed mechanical contractor.
9. Clean job site daily of all roof related debris.
10. All permits and inspection fees are included in this pricing.
11. Provide 15 Year Material manufacturer's warranty and a 2 Year Collis Roofing, Inc. workmanship guarantee.

**Base Bid: \$39,450.00**

**\*\*Price is based on pull test of existing roofing system meeting local building code requirements.**

**Exclusions: Existing condition of plumbing and mechanical equipment. Any item deemed unforeseeable.**

Respectfully submitted: **David Nelson and Mark Hurwitz, Commercial Department**

Payment Terms: 50% upon material delivery and commencement of project; 40% upon completion and 10% upon warranty delivery.

The above prices and scope of work are satisfactory and Collis Roofing, Inc. is hereby authorized to do the work as set forth above and in accordance with the terms and conditions attached hereto; payments will be made as outlined.

**Collis Roofing, Inc.**

**Owner**

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## TERMS AND CONDITIONS

1. **Insurance.** Collis Roofing, Inc. ("Contractor") shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, covering fire, storm, vandalism, theft and other perils, including the labor, material and equipment furnished by Contractor, until the job is completed and accepted and Contractor's equipment is removed from the premises.
2. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
3. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
4. **Ponding of Water.** Contractor is not responsible for ponding of water that may occur, adding drains or for correcting existing roof surfaces to eliminate ponding or collection of water unless specifically included in the Specifications section on the face of this proposal. All roofs should have positive drainage.
5. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the work and the total contract price shall be adjusted accordingly. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of the inspecting Public Authorities shall be considered additional work to be billed as an extra charge on a time and material basis. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, roofing, caulking, metal-edging or flashing of any type. If, during the course of work, it should become apparent that any such portions of the structure should be repaired or replaced, Customer may authorize Contractor to do such additional work for an extra charge.
6. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water or debris to allow continuous full operation until job completion. The expense of water removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra. Customer is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, or other utility as may be required by the Contractor to affect the work covered by this contract. Owner shall provide a toilet during the course of construction. Customer hereby grants to Contractor the right to display signs and advertising at the project site.
7. **Site Conditions.** Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.
8. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work.
9. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
10. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up. Should work be stopped for more than 30 days by order of any agency of government, the Contractor may terminate this contract and collect for all work completed plus a reasonable profit.
11. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
12. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.



13. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

14. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.

15. **Price Volatility.** Asphalt, isocyanurate and asphalt-related products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor and firm prices cannot be obtained from suppliers. If there is an increase in the amount charged to Contractor between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to contractor, upon submittal of written documentation and advance notice to Customer.

16. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer. Where colors are to be matched, Contractor shall make every reasonable effort to do so using standard colors and materials, but does not guarantee a perfect match.

17. **Mold.** Contractor is not responsible for indoor air quality including growth of mold. Owner shall hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

18. **Fumes and Emissions.** Owner and Contractor acknowledge that asphalt will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims relating to fumes and odors that are emitted during the normal roofing process.

19. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any award shall include court costs and reasonable attorney's fees to the prevailing party plus interest at the legal rate.

20. The scheduling of the above scope is contingent upon the production schedule of Collis Roofing, Inc. to insure proper scheduling and coordination of materials and labor. Production dates will be communicated and agreed to by the contracting party and Collis Roofing, Inc. based on this schedule. Collis Roofing will not be held responsible for any damages or delays set forth in writing by the contracting party and Collis Roofing, Inc.



**E.H. ENGELMEIER ROOFING**  
& SHEET METAL CO., INC.

**The Leak Doctor**  
421 W. Robinson St.  
Orlando, FL 32801

**October 23, 2014**

**Re: Roofing of warehouse located at above listed address in Orlando, FL.**  
**E.H. Engelmeier Roofing & Sheet Metal Co., Inc. will:**

- A) Remove existing flat roofing down to gypsum decking. Existing air vents will be cleaned and reused.
- B) Furnish and install one layer of glass base using 1.2" zonotite fasteners with 3" disk at 6" o.c.
- C) Furnish and install: three ply of fiberglass felt (type VI) with hot asphalt and brown river aggregate embedded in flood coat layer of asphalt.
- D) Furnish and install:
  - 1. New 26 gage stainless steel scupper outlet flashings.
  - 2. New modified membrane wall flashing.
  - 3. New 30"x 30" lead flashing on interior drains.
  - 4. Place existing ac roof top compressor on code approved curb.
- E) Furnish permits, licenses, workman's compensation and liability insurance.
- F) Issue a **two** year limited warranty on workmanship as per sample on the reverse side.  
Issue a twenty year manufacture NDL limited warranty.
- G) Carry away all roofing trash generated by us and keep premises as clean as possible while job is in progress.
- H) Commence above listed work for the base price of: ..... **\$25,000.00**

Wood, insulation and/or deck repair to be replaced on a time and materials basis: labor @ \$65.00 per man hour plus cost of materials at extra cost to contract price. Owner is responsible for any storm and/or related damages during duration of construction. Price is contingent upon truck access to the building. Owner will be responsible for mold or spore liability claims. Deposit of 20% due at start of job. 30% due at completion of fiberglass plies. Balance of contract and extras to be made on completion of contracted work. 1.5% monthly interest applies to any balances overdue. The conditions on the reverse side are included in this proposal. To accept the terms of this proposal, please sign below and return one copy. This proposal may be withdrawn by us if not returned signed in fifteen days from date at the top of page.

Owner

Date

  
Carl Engelmeier, CPRC, President  
E.H. Engelmeier Roofing & S.M. Co., Inc.

Licensed and Insured  
for your protection  
#CAC055565



Contact  
Russ Rinaldi  
407-468-9912  
[russ@rinaldis.com](mailto:russ@rinaldis.com)

15264 E. Colonial Dr. Orlando, FL. 32826  
Phone: (407) 275-0705 Fax: (407) 273-9654

[www.rinaldis.com](http://www.rinaldis.com)

## Proposal and Agreement

Customer Name: The Leak Doctor Date: 12/23/2014  
Address: 421 W. Robinson Str. Phone: 407-426-9995  
City, State, Zip: Orl. Fla. 32801 Email: \_\_\_\_\_

We will furnish, install, and service the equipment listed below at the price, terms and conditions listed on the proposal.

Mod # 14HPX-036	Lennox	Lennox
A/H # CBX25UHV-C	Best	Better
	3 Ton	3 Ton
	15 SEER	14 SEER
	Heat Pump	Heat Pump
	Var Spd A/H	



Equipment	\$6,990.00	\$6,455.00
Instant Rebates	\$0.00	\$0.00
Ductwork	\$0.00	\$0.00
Total	\$6,990.00	\$6,455.00
Utility Rebate	\$0.00	\$0.00
Manuf. Rebate	\$0.00	\$0.00
After All Rebates	\$6,990.00	\$6,455.00

Mod # 14HPX-036  
A/H # CBX25UH-036

### Installation Shall Include:

- DUCTWORK INSPECTED AND SEALED
- NEW THERMOSTAT
- NEW LOW VOLTAGE WIRE (as needed)
- NEW COPPER LINE-SET
- NEW AIR TIGHT SUPPLY PLENUM (adapt)
- NEW 3/4" PLYWOOD @ RETURN PLATFORM
- RE-LINE RETURN BOX w/ INSUL. DUCT BD & SEAL
- SEAL NEW AIR HANDLER @ BASE & ATTIC
- NEW PVC CONDENSATE DRAIN (w/ clean out)
- NEW OVERFLOW SAFETY CUT OFF SWITCH
- NEW CONCRETE CONDENSER PAD
- NEW ELECTRICAL BREAKERS (as needed)
- EVACUATE AND CHARGE SYSTEM TO MANUF. SPECS.
- \* QUALITY CONTROL INSPECTION & FINE TUNE
- CLEAN WORK AREA TO CUSTOMER SATISFACTION
- ACQUIRE ALL NECESSARY PERMITS
- MEET ALL CODE REQUIREMENTS
- COMPLETE SYSTEM START UP

### THESE PRICES INCLUDE THE FOLLOWING WARRANTIES

One Year Limited Warranty Labor, Ten Year Limited Warranty  
Parts & Compressor

Add \$995.00 for 10 years labor extended Warranty

PLEASE GIVE ME A CALL IF U HAVE ANY CONCERNS

\*Proposal Good For 30 Days

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Company Rep: Russ Rinaldi

Date: 12/23/2014

[www.rinaldis.com](http://www.rinaldis.com)



**Seasonal  
Air, Inc.**  
**HEATING & AIR**  
COMMERCIAL AND RESIDENTIAL

### Work Authorization Agreement

Date: December 15, 2014

Customer: LEAK DOCTOR

Site: 421 W. ROBINSON ST. ORLANDO, FL. 32801

Attention: GWEN

Thank you for allowing Seasonal Air Inc. the opportunity to serve your mechanical needs. We are submitting for your consideration and approval the below mentioned scope of work:

**EQUIPMENT & MATERIALS:** BRYANT 3 TON 13 SEER A/C SYSTEM / 10 KW HEATERS, PROGRAMMABLE THERMOSTAT, OVERFLOW SWITCH, REFRIGERANT PIPING, PIPE INSULATION, ALUMINUM ROOF STAND, ROOF PIPE CHASE, THERMOSTAT WIRE, DUCTWORK, CRANE OR FORKLIFT

**SCOPE OF WORK:** DEMO OLD SYSTEM AND DISPOSE OF, INSTALL NEW A/C SYSTEM, THERMOSTAT, OVERFLOW SWITCH, ROOF STAND, PIPE CHASE, THERMOSTAT WIRE TO CONDENSER, EVACUATE AND START UP, ALSO DEMO DUCTWORK, SIZE NEW DUCT FOR 3 TON SYSTEM

Lead Time

EXCLUSIONS:

*Total investment for the above described scope of work is-----\$6300.00*

**WARRANTY: 5 YEARS PARTS, 1 YEAR LABOR**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Seasonal Air Inc.

Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser (Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Seasonal Air Inc., The Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements to hold it liable. All delinquent payments shall bear interest at 11 1/2% per month until paid.

If Seasonal Air Inc. is required to make repairs occasioned by improper operation; damage caused by electrolytic action (either battery action or stray currents); negligence or misuse of the equipment or due to any cause beyond our control, purchaser shall reimburse Seasonal Air Inc; for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals and supplies deemed necessary and recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not furnish emergency service. Seasonal Air Inc, shall not be liable for injuries to persons, or damages to property, accept buss due to the negligent acts or omissions of Seasonal Air Inc, employees. In no event shall Seasonal Air Inc, be liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, then the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor, and is personally liable for all the debts of the customer, company or corporation arising out of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida In the event that any provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect.

This Proposal may be withdrawn by us if not accepted within 30 Days

Submitted By: Ron Manuel (seasonalr@yahoo.com ) Cell 321-202-8172  
Fax 407-812-1525

Date Submitted:

Signature: \_\_\_\_\_

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_





Service Hotline: (407) 291-1644

www.protechac.com - service@protechac.com . Toll Free:800.305.5187

2425 Silver Star Road, Orlando, FL 32804

State Certified CAC029393 - CFC1426770

As Heard On  
"Ask The Experts"  
Sunday 7am-9am



Today's Date: 02/04/15

Valid until: 02/11/15

Work Location			Bill To		
Name Mr. & Mrs. George Surry			Name Mr. & Mrs. George Surry		
Street Address 421 W. Robinson St.			Street Address 9595 McNorton Rd.		
City Orlando	State FL	Zip 32801	City Altamonte	State FL	Zip 32771
Phone (Day) 407-949-2690	Phone (Eve)		Phone (Day) 407-949-2690	Phone (Eve)	
Cell #	Email <a href="mailto:qwens@leakdoctor.com">qwens@leakdoctor.com</a>		Cell #	Email <a href="mailto:qwens@leakdoctor.com">qwens@leakdoctor.com</a>	

### System 1

			Notes
New Comfort System #	Trane XR13 - (3-3)		
Tons	3.0 Tons		
SEER	14.00		
HSPF	8.50		
BTUH	36,000 +/-		
Aux Heater	BAYEAAC05BK1AA		
Outdoor Unit	4TWR3036		
Indoor Unit	GAM5B0B30		
T-Stat	TCON602		
Accessories			
Accessories			
Accessories			
Comfort Club Member	( ) Yes ( X ) No		

Manufacturer Warranties Years									
System 1									
Compressor	1		5	10	-				
Parts	1		5	10	-				
Outdoor Coil	1		5	10	-				
Indoor Coil	1		5	10	-				
Labor	1		-	-	-				

\*\*Gray squares show the warranty when registered online by customer. See Manufacturer's Information for Specific Coverage.

Exclusive Pro-Tech Warranties
- 100% Money Back Guarantee
- Installation Guarantee
- Performance Guarantee
<input type="checkbox"/> 5-Year Pro-Tech No Lemon Guarantee On Compressor

X

Customer Signature

Unit comes with a 5-year warranty. Manufacturer requires customer to complete online registration for additional warranty information.

Your comfort system will be installed with the highest quality, care and workmanship and will comply with all governing codes and regulations. Pro-Tech guarantees your 100% satisfaction 24 hours a day, 7 days a week, 365 days a year.



Customer's Name: \_\_\_\_\_

Surry

Today's Date: 02/04/15

Valid until: 02/11/15

#### Location of Equipment

- New equipment will be located in same place as existing equipment.
- Platform (return air box) will be lined with R-6 antimicrobial, UL approved ductboard for quieter operation.
- Platform top will be replaced with 3/4" plywood or rebuild support for top as needed.
- ☒ Install new pre-formed concrete pad for outdoor unit (condenser).
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

#### Piping

- New refrigerant Lines will be sized according to manufacturer's specifications & suction lines will be covered with thick closed cell foam cell insulation. Lines will be run in existing chase pipe.
- The lines will be evacuated by use of a refrigerant vacuum pump to assure that no harmful contaminants infiltrate the system.
- A new schedule 40 PVC drain line will be installed to remove condensate water.
- ☒ The new equipment will be connected to the existing copper refrigerant lines, will re-use existing drain line.
- ☒ Other: If refrigerant lines are in a chase and easily removed, we will change refrigerant lines and drainage lines. Otherwise, see above.
- ☐ Other: \_\_\_\_\_

#### Ductwork

- Any new ductwork necessary to connect the new equipment to the existing duct system will be constructed of R-6, anti-microbial, UL-approved ductwork. All seams will be sealed with fab mesh & latex mastic for a positive, durable connection.
- The existing duct system will be balanced for proper air distribution and will be inspected for air leaks.
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

#### Wiring

- Furnish & install all low voltage thermostat control wiring for new system (copper 18 ga. UL-approved wire)
- Furnish & install all necessary power voltage wiring for new equipment (all copper wire)
- ☐ Power wiring of the new system will be done by a certified master electrician. (Additional charges may apply. See page 3 of 3.)
- ☐ Other: \_\_\_\_\_

#### Additional Services

- Seal line chase from outside contaminants to protect system
- Certified system start-up and installation quality assurance analysis
- Remove old equipment and installation debris
- Cut & patch and necessary holes at the time of installation
- Cover floors with drop cloths; sweep, dust & vacuum at the end of each day's work
- Pull all local permits and licenses; call for inspections
- ☒ Comfort club membership:  Year(s)  System(s)
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Customer's initials: \_\_\_\_\_





Customer's Name:

Surry

Today's Date: 02/04/15

Valid until: 02/11/15

Equipment	System 1	System 2	Notes
System Description	Trane XR13 - (3-3) 14 SEER		
System Price	\$5,874.09		
Thermostat	Included		
Trane CleanEffects	N/I		N/I = Not Included.
Media Air Cleaner	N/I		
Ductwork Improvements	N/I		Only the connection to existing.
Air Grilles	N/I		
Zoning Systems	N/I		
Extended Warranty	N/I		
Comfort Club	Included		A \$259.00 Value at no additional cost.
Pull all permits/fees	Included		
Ultra Violet Light	N/I		
Electrical Upgrades	N/A		
Equipment Rebates	N/A		N/A = Not Applicable
Other - Discount	N/A		
Other - Electrical	N/A		
Other - Crane	\$450.00		
Subtotal	\$6,324.09		
Comfort Club Discount	Included		
Power Company Rebate: TBD		Methods of Rebates: Submittal by Customer to Power Company	

	Price
Approved Equipment:	
Approved Optional Items:	
Total Amount Due to Pro-Tech:	\$6,324.09
Approx. Mo. Investment (if financed)	

Payment and Terms:

☐ Financing ☐ Credit Card: ☐ Check ☐ Cash

X  
Customer Signature

X  
Date

X Snowden Hernández  
PROTECH Representative

X 2/4/2015  
Date

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2012, by and between 421 West Robinson Street ("Landlord") and The Leak Doctor, Inc. ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 421 West Robinson Street, Orlando, Orange County, FL 32801, and legally described as follows (the "Building"): Lot 18 & 19, Tavares, Orlando and Atlantic Railroad Company Addition, according to Plat thereof as recorded in Plat Book C, Page 99, of the Public Records of Orange County, Florida.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2012 and ending January 31, 2022. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 5 years. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

**2. Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of \$ 30,000 per year, payable in installments of \$2500 per month. Each installment payment shall be due in advance on the 15<sup>th</sup> day of each calendar month during the lease term to Landlord at 421 West Robinson Street, Orlando, FL 32801 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

**3. Use**

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

**4. Sublease and Assignment.**

Only Leak Doctor has the right to assign this Lease.

**5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

**6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the



Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:  
421 WEST ROBINSON  
421 W. Robinson St.  
Orlando, FL 32801

If to Tenant to:  
The Leak Doctor, Inc.  
421 W. Robinson St.  
Orlando, FL 32801

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the



express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

21. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

23. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

24. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

25. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

26. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.


27. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

  
\_\_\_\_\_  
[Landlord] Signature Block

Date: 1/1/2012

  
\_\_\_\_\_  
[Tenant] Signature Block

Date: 1/1/2012

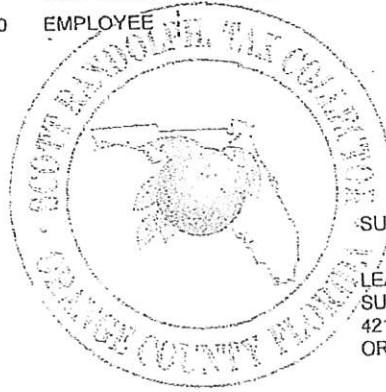
local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other  
authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

5000 BUSINESS OFFICE 2014 \$30.00 10 EMPLOYEE EXPIRES 9/30/2015 5000-0008040

TOTAL TAX \$30.00  
PREVIOUSLY PAID \$30.00  
TOTAL DUE \$0.00

421 W ROBINSON ST  
A - ORLANDO, 32801

PAID: \$30.00 0099-00640603 8/19/2014



SURRY GEORGE E PRESIDENT

LEAK DOCTOR INC THE  
SURRY GEORGE E PRESIDENT  
421 W ROBINSON ST  
ORLANDO FL 32801-1719

This receipt is official when validated by the Tax Collector.

## Scott Randolph, Tax Collector Local Business Tax Receipt Orange County, Florida

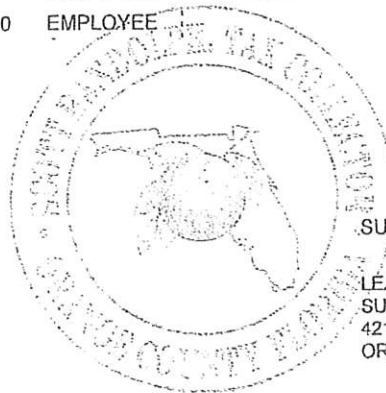
local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other  
authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

1803 CONTR-PLUMBING 2014 \$30.00 10 EMPLOYEE EXPIRES 9/30/2015 1803-0962344

TOTAL TAX \$30.00  
PREVIOUSLY PAID \$30.00  
TOTAL DUE \$0.00

421 W ROBINSON ST  
A - ORLANDO, 32801

PAID: \$30.00 0099-00640604 8/19/2014



SURRY GEORGE E QUALIFIER

LEAK DOCTOR INC THE  
SURRY GEORGE E QUALIFIER  
421 W ROBINSON ST  
ORLANDO FL 32801-1719

This receipt is official when validated by the Tax Collector.

## CITY OF ORLANDO

### ECONOMIC DEVELOPMENT PERMITTING SERVICES

### LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License," changed per state law HB1269-2006)

2014-2015



NOTICE-THIS RECEIPT ONLY EVIDENCES PAYMENT OF THE  
LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLORIDA  
STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE  
IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY  
PERMITTING MUST BE NOTIFIED OF ANY MATERIAL  
CHANGE TO THE INFORMATION FOUND HEREIN BELOW.  
THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT  
OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Issued Date: 10/01/2014  
Expiration Date: 09/30/2015

Case Number: BUS0013857-003

Business Name  
LEAK DOCTOR INC  
421 W ROBINSON ST  
ORLANDO, FL 32801

Business Owner  
GEORGE SURRY  
LEAK DOCTOR INC

Business Location:  
421 W Robinson St

Business Type(s):  
CONTRA 1524 CONTRACTOR DBPR

Fees:  
Administration Fee 20.00  
2015 Business Tax 275.63  
Total Paid: \$295.63





License # CCC058022

*Central Florida's # 1 Roofing Specialist*

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*Excellence Driven Through Experience*

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Collis Roofing, Inc.  
485 Commerce Way  
Longwood, FL 32750

Leak Doctor  
421 W. Robinson St.  
Orlando, FL 32801  
Attn: Gwen Surry

Ms. Surry, per your request, we have inspected the roofing system, on the building at 421 W. Robinson St.

The existing roof system is a modified bitumen built-up system over form board gypsum panels. The roof is 20+ years old and the decking is in fair condition with no apparent structural issues and minimal deck replacement necessary.

The proposed new system will be a fully adhered tapered insulation system over existing modified roofing system, sloped to existing drains, with a fully adhered 60 mil TPO single ply membrane.

One HVAC unit will be raised to meet code.

Respectfully yours,  
Mark Hurwitz  
Collis Roofing, Inc., Commercial Division

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485 Commerce Way  
Longwood FL 32750  
(321)441-2300

2323 W Memorial Blvd  
Lakeland FL 33815  
(863)682-5700

3970 Dow Rd  
Melbourne FL 32934  
(321)751-8850

140 Whetstone Place  
St Augustine FL 32086  
(904)810-9657



February 04, 2015

The Leak Doctor  
421 W. Robinson St.  
Orlando, FL 32801

**Ref: 421 W. Robinson St., Orlando, FL 32801**

Dear Mrs. Surry:

In regards to the condition of your existing unit, we found it to be 14 years old (manufactured in July 2001) and in very poor condition. We recommend replacement of your system for a number of reasons. Because the condensing unit is on the roof, and because its long exposure to weather, the cabinet is rusted, and we found that the coils are deteriorated as well (rusted out). Other components (electrical) have also been affected by weather exposure. Replacement is recommended due to the age and current condition of the system. The existing system uses old refrigerant (R-22), versus the new systems, which are manufactured to utilize 410-A refrigerant. R-22 refrigerant is being phased out. New systems are no longer manufactured for R-22 refrigerant.

Finally because of the warehouse existing conditions and heat exposure during the summer and because of the number of people using the facility, a three (3) ton system is recommended.

Please call me anytime if I can be of further assistance.

Best regards,

A handwritten signature in blue ink that reads "SNOWDEN".

**Snowden Hernandez**  
Senior Comfort Specialist  
Pro-Tech Air Conditioning & Plumbing Service, Inc.  
2425 Silver Star Rd.  
Orlando, FL 32804  
Phone 407-291-1644 Ext. 235