



bryan@revolutionfenceco.com www.revolutionfenceco.com

Revolution Fence Company

Bryan Villanueva

(239) 994-2906

## Proposal/Contract

### OWNER(S)

Mike Dean

### ADDRESS

360 Horse Creek Dr. Naples, FL 34110

### CONTACT INFO

(239) 944-5440

Mike@paramontproperty.com

### REFERENCE

Contact# 2861

Estimate#

### DATE

1/29/2025

### COMPANY REPRESENTATIVE

Bryan Villanueva

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## OUR MISSION

"Whatever you do, do it well. Do it so well that when people see you do it, they will want to come back and see you do it again, and they will want to bring others and show them how well you do what you do."

*-Walt Disney*

At Revolution Fence Company, it's our mission to provide you with incredible craftsmanship and quality materials so that your yard is a safe space for you and your loved ones.

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## WORK DESCRIPTION AND SPECIFICATIONS:

1. Install 178' of 4' high white 2 rail commercial grade aluminum picket fence with one 4' wide gate.
2. Remove and dispose of 178' of existing fence.
3. All post holes will be core drilled.

## FINANCING:

We partner with Regions Bank to provide financing for our services:

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Revolution Fence Company  
<https://www.revolutionfenceco.com/>  
[Admin@revolutionfenceco.com](mailto:Admin@revolutionfenceco.com)  
[\(239\) 994-9592](tel:(239)994-9592)

16150 Old US 41 Unit 1 Fort Myers, FL, 33912

**Date** 01-29-2025 **Job Number** 2861

**Site Address** 628 Wiggins Bay Dr, Naples, FL 34110

**Client Details**

Mike Dean  
[239-944-5440](tel:239-944-5440)  
[Mike@paramontproperty.com](mailto:Mike@paramontproperty.com)  
360 Horse Creek Dr  
Naples, FL 34110

**Sales Representative**

Bryan Villanueva [239-994-2906](tel:239-994-2906)  
[bryan@revolutionfenceco.com](mailto:bryan@revolutionfenceco.com)

Preferred  
**Product List**

**Description**

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Commercial Permit

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1" Screw #10 w/ #8 Head SS SelfTap

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2"x2" Flat Post Cap

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4' 2-R .060 2"x2"x72" - CP

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4' 2-R .060 2"x2"x72" - EP

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4' 2-R .060 2"x2"x72" - LP

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4' 2-R .125 2"x2"x72" - GP

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4' 2-R 72" Commercial Panel

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4' 2-R Single Gate

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1" Screw #10 w/ #8 Head SS SelfTap

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## 2"x2" Flat Post Cap

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**Magna Latch (Pool Hardware) BLK**

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**Self Close Hinges (Pool Hardware) BLK**

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### REMOVAL/HAUL

Removal & Haul Of Existing Fence

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**Quik-Rok 5 Gallon Bucket**

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**Sackcrete 60 lb Bag**

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**S – Labor - Aluminum • Core Drill**

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**S – Gate Install - Aluminum • Single Gate**

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**S – Labor - Aluminum 2 Rail**

Base Price:

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Subtotal	\$14,995.86
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<b>Total</b>	<b>\$14,995.86</b>
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## Payment

<b>Balance</b>	<b>\$14,995.86</b>
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Payment Terms:






Payment for services to be paid:

- (1/2) \$7,497.93 Due before work begins
- (1/2) \$7,497.93 Due upon completion

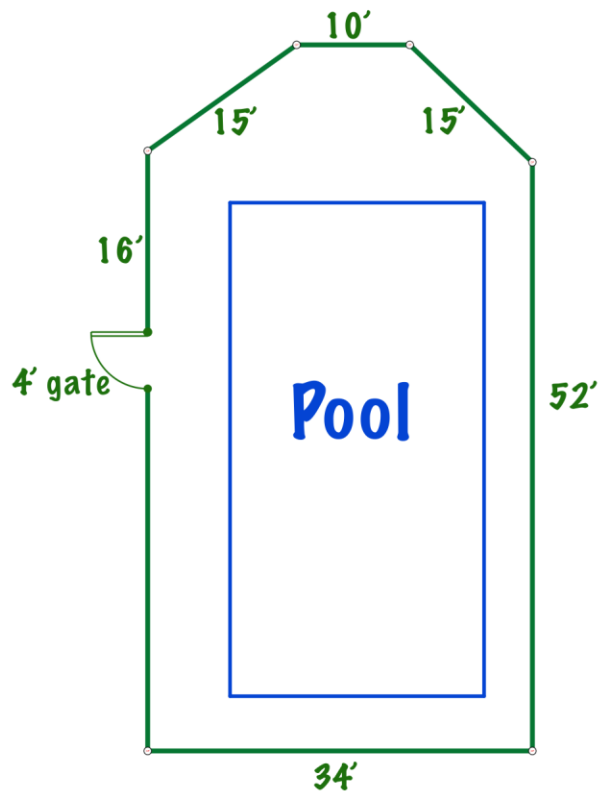
**\*\* A 3% CHARGING SERVICE FEE WILL BE REQUIRED IF PAYING BY CARD.**

*The Florida Construction Industry Recovery Fund (the "Recovery Fund") was established to assist homeowners who are financially harmed by certain actions of a licensed contractor, including failure to perform the contracted work or failure to meet the terms of the contract, such as when the contractor has been found guilty of fraudulent or dishonest conduct. If you are a homeowner and you hire a licensed contractor, you may be eligible to seek reimbursement from the Recovery Fund in the event that you suffer a financial loss due to actions by the contractor that result in a violation of Florida law.*

*However, to make a claim against the Recovery Fund, you must first attempt to resolve the issue through the appropriate state channels. The amount available through the Recovery Fund has certain limits, and the Fund is available only if the contractor's license is in good standing and the claim is filed within specific timeframes following the contractor's failure to fulfill the contract.*

Legend	
 Aluminum 1 1/2" x 2RL • Commercial - Core-Drill Fencing	 Aluminum 1 1/2" x 2RL • Corner Post
 Aluminum 1 1/2" x 2RL • Single Gate w Posts	 COM - Permit
 Existing Fence - Removal & Haul	

Commercial  
Permit





Signature area

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## TERMS & CONDITIONS

**Binding Contract:** This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance.

**Payment of Funds and Deposits:** Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card equivalents, according to the following schedule: 1/2 of the Contract Price up front; and the balance of the Contract Price upon completion.

**Late Payment / Service Charge:** Any funds owed greater than 15 days from completion of Work are subject to a service charge of 5% per month on the unpaid balance. A lien may be placed on the customers home if final payment has not been made within 25 days.

**Changes in Agreement:** All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s). Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

**Contractor Responsibilities:** Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

*The Florida Construction Industry Recovery Fund (the "Recovery Fund") was established to assist homeowners who are financially harmed by certain actions of a licensed contractor, including failure to perform the contracted work or failure to meet the terms of the contract, such as when the contractor has been found guilty of fraudulent or dishonest conduct. If you are a homeowner and you hire a licensed contractor, you may be eligible to seek reimbursement from the Recovery Fund in the event that you suffer a financial loss due to actions by the contractor that result in a violation of Florida law.*

*However, to make a claim against the Recovery Fund, you must first attempt to resolve the issue through the appropriate state channels. The amount available through the Recovery Fund has certain limits, and the Fund is available only if the contractor's license is in good standing and the claim is filed within specific timeframes following the contractor's failure to fulfill the contract.*

**Work Schedule:** All specifications for the work (fence style & color, gate sizes, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, labor shortages or other causes beyond Contractor's control.

**Materials:** Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, wood, vinyl, metal, paint, stain, and other fencing materials. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

**Property Lines:** Contractor will assist the customer in determining where the fence is to be erected upon request. Contractor assumes no responsibility concerning property lines or in any way guarantees their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

**HOA:** Unless HOA Assistance is elected, responsibility for obtaining HOA Approval and adhering to approval guidelines shall rest with the client.

**Underground Utilities:** Contractor will assume the responsibility for having underground public utilities located and marked. However, Contractor assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Contractor to dig in the immediate vicinity of known utilities.

**Owner Responsibilities:** Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be

required. Owner(s) acknowledges that this work may cause changes to Owner(s) property including but not limited to: disturbance to shrubbery and lawns, grass, small divots or ruts in yard from equipment such as trailers, augers, small divots in the driveway from equipment such as roll-off containers and dump

truck. Owner(s) shall remove or move at least 5' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

**Building Permits:** If permit is required, this will be the Owner(s)' responsibility to obtain from your borough or township.

**Contractor Workmanship Warranty:** Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way.

**Material Warranty:** Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty.

**Limitation of Liability:** Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

**Contractor Insurance:** Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

**Escalation clause for Specified Building Materials:** The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made.

**Service Calls:** Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates.

**Cancellation:** The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right. Cancellations after that will be refunded 80% of total payment received at time of cancellation. Orders for special materials are non-refundable after being placed with the supplier. Material Processing Fee is non-refundable.



