

Small Business of the Year
Manatee Chamber of Commerce,
Longboat Key Chamber of Commerce



State Certification #CC C026478
State Certification #CC C045924
Repair Contract

We Install Confidence

www.mansonroofing.com
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807 24th Ave West; P.O. Box 9048 Bradenton, FL 34206 Phone: (941) 748 5547 Fax: (941) 748 5214

ROOFING CONTRACT

February 19, 2026

Riverview Condominium
1400 1st Ave W
Bradenton, FL 34205

Jobsite: 1400 1st Ave W, Bradenton, FL

Telephone: (727) 735 8060

Email: hstryla@msn.com

Based on a visual inspection of the roof, we are pleased to submit an estimate for this roofing job, which includes all labor and materials to complete the project as described below. By signing this proposal, the owner agrees for Manson Roofing to use a drone on this property.

- Clean entire roof surface using a light-pressure wash and soft bristle brush to remove dirt and debris.
- Fabricate new metal edge;
- Refasten lose drip edge metal along elevator roof, ensuring secured attachment and proper alignment;
- Install FiberTite membrane at all open areas and punctures on roof surfaces;
- Install FiberTite membrane at wrinkled areas to restore a smooth, watertight surface;
- Apply trowel grade silicone and fabric mesh at large pitch pan, seal all open or exposed areas to ensure watertight integrity;
- Refasten surface mounted counter flashing, as necessary and seal with urethane;
- Prepare areas that have deteriorating sealant by removing loose material and properly cleaning surfaces;
- Apply new Titebond sealant at prepared areas to ensure a watertight seal;
- Seal hole in wall with backer rod and urethane;
- Refasten and seal vent next to gas vent.

Base Price \$6,840.00

Signature/Owner/Authorized Agent

Jerry P. Thomas, Treasurer 2/23/2021
Print Name and Title

Claims are based on the acts or omissions of MANSON or individuals or entities under MANSON's control. The CUSTOMER is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by CUSTOMER, MANSON or third parties.

- L. **Site Conditions.** MANSON shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to MANSON. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for MANSON to perform the roofing work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the MANSON to the CUSTOMER.
- M. **Working Hours.** This proposal is based upon the performance of all work during MANSON's regular working hours. Extra charges will be made for overtime and all work performed other than during MANSON's regular working hours, if required by CUSTOMER.
- N. **Electrical Conduit.** MANSON'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 MANSON from any personal injury, damage, claim, or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to MANSON's personnel, and shall compensate MANSON for additional time and expense resulting from the presence of such materials.
- O. **Protection of Work.** CUSTOMER acknowledges that re-roofing of an existing structure may cause disturbance or dust to fall into the interior. CUSTOMER agrees to remove or protect property directly below the roof in order to minimize potential interior damage. MANSON 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.
- Initial 
- P. **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. MANSON is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the MANSON. MANSON is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
- Q. **Warranty.** If a warranty is specified on the first page of the Agreement, MANSON will warrant MANSON's work in accordance with its limited workmanship warranty ("Warranty"), which is incorporated by reference. A copy of MANSON's Warranty is attached or, if not, will be furnished upon request. MANSON SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. The acceptance of this proposal by the CUSTOMER signifies its agreement that this warranty shall be and is the exclusive remedy against MANSON pertaining to the roof installation. 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. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by MANSON, if any, shall be deemed null and void if CUSTOMER fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original CUSTOMER and are non-transferable, unless otherwise agreed to by CUSTOMER and MANSON in writing. Any express warranty provided, if any, by MANSON is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
- R. **Right to Stop Work.** The failure of CUSTOMER to make proper payment to MANSON when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle MANSON, at its discretion, to suspend all work and shipments, including furnishing any warranty if one is required, until full payment is made or terminate this contract. The contract sum to be paid MANSON shall be increased by the amount of MANSON's reasonable costs of shut-down, delay and start-up.
- S. **Sealed Attic Liability Exclusion:** MANSON disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and CUSTOMER agrees to indemnify, defend and hold harmless MANSON for any and all damages arising out of said condition(s).
- T. **Delamination.** MANSON disclaims liability for use of water based adhesives and/or asphalt, paper or non-glass faced polyiso materials specified by, through or at CUSTOMER's direction.
- U. **Claims.** It is CUSTOMER's duty to notify MANSON in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by MANSON under this Agreement ("Occurrence"). Failure of the CUSTOMER to provide written notice of the Occurrence shall result in the CUSTOMER waiving all claims that may be brought against MANSON arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied) if applicable, tort or federal or state statutory claims. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT OF THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- V. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by CUSTOMER to MANSON shall be valid unless previously authorized in writing by MANSON and unless written notice is given to MANSON within three (3) days of the event, act or omission which is the basis of the back charge.
- W. **Damages and Delays.** MANSON will not be responsible for damage done to MANSON's work by others. Any repairing of the same by MANSON will be charged at regular scheduled rates over and above the amount of this proposal. MANSON shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. MANSON 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, federal, state or local law, regulation or order; 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, MANSON's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. In no event, whether based on contract, warranty (express or implied) if applicable, tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall MANSON be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. MANSON and CUSTOMER agree to allocate certain of the risks so that, to the fullest extent permitted by law, MANSON's total aggregate liability to CUSTOMER is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
- X. **CUSTOMER Protection of Property.** Due to the nature of the construction to be done at CUSTOMER's request, the CUSTOMER takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances at the job location. MANSON is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by MANSON's work. MANSON is not liable for damage to person or property caused by nails, and CUSTOMER agrees that it will take the appropriate precautions to avoid said damage. MANSON does not warrant against tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch not mechanically fastened. During the course of the roofing work, CUSTOMER agrees to hold MANSON not liable for water intrusion that occurs from the date of commencement of roof repairs, remodeling, or other roofing services through the date of completion of such work.
- Y. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for MANSON's labor and materials shall be the sole obligation of the CUSTOMER. If the substrate roof condition results in ponding pursuant to the Florida Building Code and modifications are required to correct the roof so ponding will not occur, MANSON will notify CUSTOMER immediately. It shall be the sole obligation of the CUSTOMER to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. MANSON shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. MANSON shall be entitled to payment from CUSTOMER of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
- Z. **Price Volatility.** The contract price for this construction project has been calculated based on the current prices for the component building materials. The market for the building materials is considered to be volatile and sudden price increases could occur. MANSON agrees to use their best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of the materials that are purchased after execution of contract for use in this construction project, the CUSTOMER agrees to pay the cost increase including overhead to MANSON.
- AA. **Arbitration.** If a dispute shall arise between MANSON and CUSTOMER with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, 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. In the event there is litigation based upon a collection lawsuit, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
- BB. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of CUSTOMER and MANSON, and is not intended for the benefit of any other parties.

- CC. **Odors.** All roofing systems may generate odors either during or shortly after installation. People with high olfactory sensitivities may find these odors offensive. MANSON recommends to CUSTOMER that it provide building occupants with notice of this fact. The parties agree that MANSON shall not be liable for any claims relating to odors and CUSTOMER shall indemnify, defend and hold MANSON harmless against said claims.
- DD. **Title to Goods.** Title to roofing products passes to the CUSTOMER when said products are delivered to the job site. In the event of a high wind conditions, hurricanes, tornados, or other adverse weather conditions and MANSON is requested to remove/reposition product from/on the job site, MANSON shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. CUSTOMER agrees to promptly pay MANSON for these extras services.
- EE. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents when applicable "Limited Workmanship Warranty" and "Statutory Warnings." CUSTOMER acknowledges that it has read/agreed to all incorporated documents and exhibits. In the event of a conflict among the Contract Documents, these terms and conditions shall control, govern and take precedence.

Initial MB

- FF. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of or relating to this Agreement shall be **Manatee County, Florida**. Should MANSON employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, MANSON shall be entitled to recover from the CUSTOMER all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- GG. **Gutters/Downspouts.** If gutters and/or downspouts are to be removed to facilitate the work, MANSON shall not be held responsible for any damage caused by removal and/or re-installation of gutters and/or downspouts. **Oil Canning.** Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and appearance of the panels will vary depending upon such factors as the length and color of the panels, alloy, gage, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by MANSON. MANSON is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
- HH. **Fasteners:** When removing and installing a roof, thousands of fasteners are removed and installed. We clean-up throughout the day and at the end of the day. We are not responsible for damage or injuries from fasteners and/or nails. **Be sure to wear proper footwear protection.** Please do not drive your vehicle in or around work areas. In order for our nail magnet to be most effective, please mow the lawn before Manson Roofing starts your job.
- II. **Deck:** Customer warrants that structures on which Manson Roofing is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Manson Roofing's commencement of roof installation indicates only that Manson roofing has visually inspected the surface of the roof deck for visible defects. Manson roofing is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Manson Roofing is not responsible to test or assess moisture content of the deck or substrate.
- JJ. **Water Reclamation:** Should Contractor be retained to perform any pressure washing services as part of the Contract, it is Customer's responsibility to pay all associated costs for any and all water runoff or reclaiming that is requested by the Owner or otherwise required by any statute, code, ordinance, permit, or other such law. Furthermore, Customer agrees to indemnify, defend, and hold harmless Contractor for any and all damages, costs, or liabilities arising out of or relating to any water runoff or reclaiming that is requested by Owner or otherwise required by any statute, code, ordinance, permit, or other such law.
- KK. Contractor is not responsible for love bugs getting on the roof or in any coating. Work may need to be suspended during love bug season.
- LL. **Additional Work:** This estimate does not include the cost of repairs to portions of the roofing system not observable by visual inspection. Cleaning windows and building, below roof level, of dirt, debris and overspray from power washing is additional work and not included in the Contract Price. **Cost from any Additional Work is to be added to Base Contract Price.** Roofs that are solid-mopped or fully adhered to deck will be recovered with insulation, 30# felt or removed at an hourly rate as stated below. If the taper quote is not accepted the CUSTOMER is to have their plumber install new drains and piping in low lying areas as required. MANSON will flash each drain at a cost of \$150.00 each. **All other Extra Work, including but not limited to the following: insurance mitigation, strapping of trusses, reinforcing gable ends, secondary water barrier, additional layers of roofing material, wood replacement, removal and reinstallation of siding to facilitate flashing installation, structural supports for mechanical stands, repair and/or replacement of any building material(s) that will have adverse effects to the new roof system, will be charged at the rate of \$83.00 per man-hour, portal to portal, plus material.** CUSTOMER is responsible to pay engineering costs related to any NOA (Notice of Acceptance), building code, or building official requirement, and general contractor/engineering costs for structural or insurance mitigation. Customer acknowledges that Contractor may need to remove and replace decking during the course of repairs. Contractor may also need to replace decking in the event self-adhered underlayment or other materials applied to the decking may make the removal of the decking impossible without damage to the deck.

CUSTOMER'S SIGNATURE: _____

Balance due upon Completion

There will be an administrative fee on all credit card payments over \$2,500.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that this is a binding Agreement, and that the terms and conditions attached hereto have been accepted and are incorporated by reference into the Agreement. Manson shall not be bound to any terms executed after the date of this Agreement unless expressly authorized in writing.

Accepted this 24th day of February, 2026

Bruce P Manson
Signature/Manson Roofing Inc.

Bruce P Manson
Print Name and Title
President - Manson Roofing

Signature/Owner/Authorized Agent

Janey J. Thomas, Treasurer 2/23/2026
Print Name and Title