



*d/b/a Erosion Restoration™*

# *Landshore Enterprises, LLC*

*Shoreline & Streambank Protection/Stabilization/Reclamation  
Design-Build (Engineering, Surveying, Permitting, Construction)  
Reinforcing America's Soils for Over a Decade*

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## **CONTRACT FOR SHORELINE MAINTENANCE**

**PREPARED FOR:**

**MISSION ESTATES HOMEOWNERS ASSOCIATION, INC.**

## CONTRACT FOR SHORELINE MAINTENANCE

This Agreement, made on this \_\_\_ day of \_\_\_\_\_, 2014, between Mission Estates Homeowners Association, Inc., incorporated under the laws of the State of Florida (hereinafter referred to as "Owner"), and Landshore Enterprises, LLC, a Florida Limited Liability Company, (herein referred to as "Contractor").

In consideration of the sum of ten dollars (\$10.00), the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Owner agree as follows:

### I. DESCRIPTION OF WORK

Contractor shall perform the shoreline maintenance and related improvements on what is commonly referred to as "**Pond #1 (WEST SHORELINE)**" in accordance with the Bid Form attached hereto as Exhibit "A" (hereinafter referred to as "Contract Work").

### II. CONTRACT SUM

Owner agrees to pay Contractor for the Contract Work the total sum of *Twenty Three Thousand Four Hundred Fifty Seven Dollars (\$23,457.00)* (hereinafter referred to as the "Contract Sum") in accordance with the Bid Form attached hereto as Exhibit "A".

### III. TIME OF COMMENCEMENT AND COMPLETION

The Contract Work shall commence on \_\_\_\_\_, after full execution of this Contract. The Contract Work shall be substantially completed within 60 calendar days, and shall be completed, accepted, and ready for the final progress payment within 75 calendar days. However, Contractor shall not be liable for any delays caused by acts of God, strikes, or shortage of construction materials.

### IV. PAYMENTS

The Contract Sum shall be payable in progress payments per the schedule attached hereto as Exhibit "B". Upon Contractor's completion of its obligations under this Contract, a final contractor's affidavit for a release of lien of any and all claims of any person or entity providing

labor, services, or materials shall be provided in exchange for the final progress payment. Contractor agrees simultaneously with and to extent it receives payment in full from Owner to defend and resolve all claims made by subcontractors, laborers, and material suppliers, indemnifying the Owner and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

#### V. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations, upon which the Owner has actually justifiably relied:

1. That Contractor has examined and carefully studied the project site and bid documents, and that Contractor has the experience, expertise and resources to perform all the Contract Work within the time stated in this Contract.

2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect the cost, progress, performance or furnishing of the Contract Work.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Contract Work.

4. That Contractor has duly issued Certificates of Insurance required by this Contract.

#### VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline and Employment: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed.

3. Furnishing of Labor, Materials, Etc.: Contractor shall provide and pay for all labor, materials, equipment, including tools and machinery, transportation and all other facilities and services necessary for the proper completion of the Contract Work in accordance with this Contract.

4. Payment of Taxes, Procurement of Licenses and Permits: Contractor shall pay all taxes required by law in connection with the Contract Work in accordance with this Contract, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state, and local laws or requirements. **Permits costs are not included in the total Contract Work cost.**

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any contract with it.

6. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to Owner that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.

7. Clean-up: Contractor agrees to keep the site and adjoining ways and roads free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material or rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

8. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. In

this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom the Contract Work might affect, all work and materials incorporated in the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.

#### VII. INDEMNIFICATION

Contractor does hereby indemnify and hold harmless Owner, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

In any and all claims against Owner or any of its agents, officers or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any ways as to the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless Owner, its officers, agents and employees from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

#### VIII. TIME OF THE ESSENCE; EXTENSION OF TIME

Owner and Contractor recognize and agree that time is of the essence. At any of the parties' discretion, the contract time may be reasonably extended by written notice from the party requesting the extension.

## IX. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of this Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to Owner and placed with insurance carriers approved and licensed by the State of Florida Office of Insurance and Regulation and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without specific prior written approval of the owner.

2. **WORKER'S COMPENSATION:** Contractor will provide Workers' compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under Chapter 440, Florida Statutes, including, if applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposure, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance or is operating under a valid workers' compensation exemption filed with the State of Florida.

3. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.

5. Each insurance policy required by this Contract shall:

a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b) Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days prior written notice has been given to the Owner and name Owner as a certificate holder.

c) Be written to reflect that the aggregate limit will apply on a per claim basis.

6. Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.

7. The procuring of required policies of insurance shall not be constructed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.

8. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Owner is an insured under the policy.

9. Certificates of Insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to Owner prior to commencement of Contract Work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by Owner before Contractor commences or continues work.

10. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to Contractor's insurance company and to Mission Estates HOA as soon as practicable after to notice to the insured.

Please refer to Exhibit "C" for the certificate of insurance.

#### X. CORRECTING WORK; WARRANTY

1. When it appears to Owner during the course of construction that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by it or by a subcontractor.

2. Contractor warrants Contract Work for a period of ten (10) years from the date of completion. Attached hereto Exhibit "D".

#### XI. WORK CHANGES

1. Mission Estates HOA reserves the right to request Contract Work changes in the nature of additions, or modifications, without invalidating this Contract. All changes to the Contract Work, the Contract Sum, and time of termination shall only be authorized once in writing executed by the parties. No work involved in the change shall be started until authorized.

2. Contractor requested change orders are discouraged. Any changes orders filed or requested by Contractor shall contain specific written explanations and shall be filed with and not be granted until reviewed and agree jointly by, the President of Mission Estates HOA.

#### XII. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may, on seven (7) calendar days' written notice to Owner, terminate this Contract before the termination date hereof when for a period of thirty (30) calendar days after payment is due, through no fault of the Contractor, Owner fails to make lawful payment due. On such termination, Contractor may recover from Owner payment for all work completed and for any loss sustained by Contractor for materials equipment, tools, or machinery to the extent of actual loss thereon, provided Contractor can prove such loss.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on seven (7) calendar days' written notice to Contractor, terminate this Contract at its convenience and without prejudice to any other remedy it may have. On such termination, Owner may take possession of the work site and all the materials, equipment, tools, and machinery, thereon, and finish the work in whatever way it deems expedient. If unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within the ten (10) calendar days after written notice.



### XIII. ATTORNEY'S FEES

If any litigation occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings.

### XIV. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the Owner and any of Owner's successors, assigns, and legal representatives of the Owner in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of Owner are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract including but not limited to the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

4. This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed. Exhibits A, B, C, D are part of this contract.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

6. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

**To Owner:** Mission Estates Homeowners Association, Inc.  
2269 Sonoma Drive  
Nokomis, FL 34275

**To Contractor:** Landshore Enterprises, LLC  
5601 Powerline Road, Suite #306  
Fort Lauderdale, FL 33309

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

**CONTRACTOR**  
LANDSHORE ENTERPRISES, LLC

**OWNER**  
MISSION ESTATES HOMEOWNERS  
ASSOCIATION, INC.

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

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

Its: \_\_\_\_\_  
(Title of Authorized Representative)

Its: \_\_\_\_\_  
(Title of Authorized Representative)

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

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



*d/b/a Erosion Restoration, LLC*

# *Landshore Enterprises, LLC*

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering/Erosion Control/Construction Management  
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## **EXHIBIT A**



# Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
Design-Build (Engineering, Surveying, Permitting, Construction)  
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d/b/a Erosion Restoration, LLC

**ESTIMATE #2074**

**Ms. Holly Bucciarelli**

**Mission Estates**

**2269 Sonoma Drive**

**Nokomis, FL 34275**

**Date: 4/22/2014**

## JOB DESCRIPTION

Eco-Filter Tube (EFT™) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore engineered EFT™ system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

## ITEMIZED ESTIMATE: TIME AND MATERIALS

### Mission Estates - Pond #1 (WEST SHORELINE)

General Site Preparation/Mobilization	1 E.A.
Earthwork	
Trim shoreline edges	611 L.F.
Shoreline Protection	
Base 7.5' circumference	611 L.F.
Backfill 7.5' circumference	611 L.F.
Irrigation	
ADS pipe solid	70 L.F.
Cleaning/Finish Grading	
Subgrade/fine grade repaired slope	3,644 S.F.
Grassing	
Floritan	4,859 S.F.

*Note, this estimate was made based on visual observations and it is subject to change.*

**TOTAL ESTIMATED JOB COST \$23,457.00**



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### PAYMENT SCHEDULE

Landshore Enterprises' payment policy is as follows:

- 25% Booking Date
- 35% Commencement Date
- 40% Completion Date

**\*\*Invoice is due upon receipt\*\***

### SPECIAL CONDITIONS

The prices quoted in this proposal are based on visual observation only. The client is responsible for survey, engineering and permitting with all government agencies having jurisdiction over the subject site. Actual prices may vary due to pre-existing geotechnical, or hydrographic conditions which will require different equipment, labor and material. No changes to the approved contract will be made without written approval from the client. Landshore Enterprises, LLC will reimburse to the client 90% of savings resulting from value engineering.

Unless the client provided comprehensive and conclusive engineering report or paid for the same services to Landshore Enterprises, LLC, the stipulated above price does not include rock removal, addition of suitable material as necessary, heavy equipment, land surveying, bathymetric survey, geotechnical exploration, engineering or permitting.

Landshore Enterprises, LLC is not responsible for damage to utilities if as-built drawings or locations are not provided by the client. Landshore Enterprises, LLC reserves the right to change this estimate unless an agreement is reached within 90 days of the original estimate date.

This is an estimate only. This is not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

\_\_\_\_\_  
Client Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landshore Enterprises Representative Signature

\_\_\_\_\_  
Date



*d/b/a Erosion Restoration, LLC*

# *Landshore Enterprises, LLC*

*Streambank & Shoreline protection/stabilization/reclamation  
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## **EXHIBIT B**



*d/b/a Erosion Restoration, LLC*

# Landshore Enterprises, LLC

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**MISSION ESTATES HOMEOWNERS ASSOCIATION, INC.**

## Landshore Enterprises, LLC payment schedule

	<b>Pond #1 (WEST SHORELINE)</b>	
	<b>Estimate #2074</b>	
1. Booking Date	25%	\$5,864.25
2. Commencement Date	35%	\$8,209.95
3. Completion of Work	40%	\$9,382.80
	100%	<u>\$23,457.00</u>

**\*\*Note:** Per survey proposal, we will return 50% of survey cost, or \$2,500, after construction work is completed.



*d/b/a Erosion Restoration, LLC*

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## **EXHIBIT C**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Mack, Mack &amp; Waltz Insurance Group, Inc.</b> 1211 S Military Trail Suite 100 Deerfield Beach FL 33442	<b>CONTACT NAME:</b> Renee Barnes <b>PHONE (A/C No. Ext):</b> (954) 640-6225 <b>E-MAIL ADDRESS:</b> rbarnes@mackinsurance.com		<b>FAX (A/C, No):</b> (954) 640-6226
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Landshore Enterprises, LLC</b> <b>dba Erosion Restoration, LLC</b> 5601 Powerline Rd #306 Ft Lauderdale FL 33309	<b>INSURER A:</b> FCCI Insurance Group		
	<b>INSURER B:</b> Mid-Continent Group		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: CL1432830264


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			GL00128942	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>			CA00201472	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b>			UMB00142402	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			001WC13A67972 INCLUDES USL&H	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	<b>Leased/Rented Equipment</b>			04 IM 56210	4/1/2014	4/1/2015	LIMIT:	\$75,000
							DEDUCTIBLE:	\$500.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 USL&H Coverage is included

**CERTIFICATE HOLDER****CANCELLATION**

Mission Estates 2269 Sonoma Drive Nokomis, FL 34275	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Paul Mack/RENEEB 



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## **EXHIBIT D**



*d/b/a Erosion Restoration*

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## **LIFETIME WARRANTY**

Lifetime is defined as the average life of the product in the market. The warranty covers a period within lifetime of the product.

Landshore Enterprises, LLC, further named "Contractor", warrants to Mission Estates Homeowners Association, Inc., further named "Client", that all materials and incorporated in the work will be new unless otherwise specified and that all work will be of good quality, free of faults and defects and in conformance with the Contract Documents, including, but not limited to, the manufacturer specifications, ordinances, and the applicable building code requirements. All work not conforming to these standards may be considered defective. Further, Contractor expressly warrants and guarantees all materials and workmanship provided under this Contract to be fit for the purposes intended for applicable warranty period from the date of final completion of the Project by Contractor.

Contractor hereby agrees that during the estimated period of time specified by an Engineer (or for a lifetime by default), any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Client. In the event of Contractor's refusal to so restore same as aforesaid, Client may perform such repair or replacement work, and/or secure additional material after fifteen (15) business days' notice to Contractor and Contractor shall reimburse Client for such sum. If required by an Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials used.

In addition to the foregoing, Contractor shall assign all manufacturers' warranties in writing to the Client and shall strictly comply with all manufacturers' directions and specifications for installation or application of the work and products and shall take no action which might void or limit such warranties.

Contractor is not responsible for providing free repair if product damage caused by natural calamity or inappropriate usage and maintenance, repaired or altered by others, or on any items outside the ones specifically outlined in the scope of services.