

POLO INTERNATIONAL

**Payee Ledger**

Payee Type	Payee	Invoice Number	Invoice Date	Due Date	Property	Expense Account	Amount	Unpaid Payment No	Payment Date	Description
Vendor	Polo International, Inc.	002021-234	11/09/2021	11/09/2021	Varsity Square, LLC	17000000 – Building	28,227.00	0.00 262	11/09/2021	Deposit - roof coating
Vendor	Polo International, Inc.	002021-234-002	04/22/2022	05/22/2022	Varsity Square, LLC	17000000 – Building	28,227.00	0.00 321	04/26/2022	2nd payment on contract
Vendor	Polo International, Inc.	002021-234-003	04/26/2022	05/26/2022	Varsity Square, LLC	17000000 – Building	28,226.00	0.00 322	05/04/2022	Final Payment on contract #002021-234
<b>Grand Total</b>							<b>84,680.00</b>	<b>0.00</b>		

# ***Polo International, Inc.***

**Florida**

1001 NW 62<sup>nd</sup> Street  
Suite 116  
Fort Lauderdale, FL 33309



Lic # CCC058192

Toll Free: 1-866-975-2867 • Website: [www.polo14.com](http://www.polo14.com)

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## **JOB SITE PROPOSAL / CONTRACT**

### **TROPICAL SILICONE ROOF COATING**

**Date:** 10/06/2021 **Proposal #** 002021-234

**Representative:** TW

**Customer #** 0029200

**Job Site:** Varsity Square, LLC  
3700 Davie Road Bldgs. A and Charter School  
Davie, FL 33314

**Contact:** Elias Porras  
(954) 325-2081  
eporras@ciminelli.com

**Billing:** Same



***“EXPERIENCE MATTERS”***

## PROPOSAL FOR TROPICAL SILICONE ROOF COATING

### ***Scope of Work***

Contractor will supply all labor, material, equipment, and supervision necessary to install a Tropical Silicone Roof Coating to your facility in strict accordance with the manufacturer's specifications. Solely with respect to the project areas referenced above. The proposal shall include:

1. Coordinate pre-construction meeting with facility Director to go over scheduling and facility rules and regulations.
2. Conduct OSHA Safety meetings prior to commencement of work each day.
3. Preparation of the existing roofing surfaces which includes pressure washing entire roof surface approximately 29,200 sq. Ft. with bio-degradable industrial cleaning solution. Owner must provide access to running water.
4. Application of 2 Part Epoxy Deep Penetrating Primer according to Manufacturer's (15) year Warranty and specifications.
5. Repair Blisters as deemed necessary by Polo International, Inc.
6. All penetrations will receive Fiberglass embedded in Silicone to ensure one monolithic seal.
7. Application of Tropical #924 Eterna-Sil Premium Industrial Grade 100% Solid Silicone according to Manufacturer's (15) year Warranty and specifications.
8. System will be applied to all AC curbs, parapet walls, pitch pans, vents, and lead stacks to ensure one monolithic seal.
9. Jobsite will be left neat and clean on a daily basis.

**\*\* Washington D.C. Rebate at .10 cents per square foot will be issued upon completion of project. Total Amount \$2,992.00 \*\***

### **Warranties**

Polo International, Inc., upon completion, shall provide to the customer a Five (5) year Warranty as well as a Manufacturer's (15) year Material Warranty. The Warranty term will begin upon date of completion of work and payment in full.

### ***Commencement and Completion of Work***

The contractor represents that as soon as a signed contract and deposit is received all necessary materials for the work will be ordered and delivered to the job site as soon as possible. Contractor shall immediately schedule the installation of the work with the Owner and diligently complete the installation as scheduled, weather permitting. If a Permit needs to be obtained all associated costs will be the responsibility of the owner.

## **EXCLUSIONS AND LIMITATIONS**

### ***Conditions***

All material is guaranteed to be as specified. All work is to be completed in a professional workmanlike manner according to standard roofing practices. Any alteration or deviation from specifications involving extra cost/credit will be executed only upon written and signed by owner or representative change orders and will become an extra charge/credit from the original lump sum contract price. Change orders will be billed separately and paid upon completion of the work specified in the change order.

Notwithstanding any other provision of this Agreement, no party hereto shall be liable for any delay in performance or inability to perform due to acts of God, weather, public enemy, strike, lockout, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the

foregoing any circumstances of like or different character beyond reasonable control of a party, including, without limitation, telephone service, labor trouble including strike, walkout or slow down; or compliance with any order, direction or request of any governmental officer, or department.

**NOTE: Ponding water does not affect warranties.**

### ***Contract Pricing***

We propose to install a Tropical Silicone Roof Coating to the above-named facility for the following amount:

***Eighty-Four Thousand Six Hundred Eighty Dollars - \$84,680.00***

### ***Schedule of Payments***

First Payment	Deposit, upon signing of Contract	\$28,227.00
Second Payment	Delivery of Materials and Commencement, Completion of Pressure Washing & Primer Installation	\$28,227.00
Final Payment	Completion	\$28,226.00

*All Invoices due upon receipt.*

### ***ACCEPTANCE***

The following terms and conditions in conjunction with the attached proposal are to be considered the entire contract as entered into between the parties. The signed acceptance and approval of the attached proposal and these terms and conditions along with the performance of each of the parties shall be a condition precedent to any right of claim or recovery hereunder. This contract constitutes the entire agreement between the parties and no oral modification hereof shall be made nor be valid. Notwithstanding this provision, written modifications to the agreement may be made upon the agreement by and signatures of both parties. In the event of a dispute regarding terms of this contract the prevailing party will be entitled to the costs of enforcement, including reasonable attorney fees.

POLO INTERNATIONAL PROPOSES TO FURNISH LABOR, MATERIALS, TOOLS, EQUIPMENT, AND JOB SUPERVISION BY QUALIFIED PERSONNEL AND PROPOSES TO PERFORM IN A WORKMANLIKE MANNER THE WORK DESCRIBED IN THIS ATTACHED PROPOSAL SUBJECT TO THE FOLLOWING CONDITIONS:

All prices quoted are valid for a period of 30 (thirty) days from issue of proposal.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate and shall be handled through a change order. Client agrees to allow Polo International, Inc. to use Jobsite photos and Project name for Marketing purposes. All agreements are contingent upon a lack of strikes, accidents or delays beyond our control. Customer authorizes the use of video, photos, data or testimonials of or related to the job for promotional purposes.

**ORAL PROMISES:** POLO INTERNATIONAL assumes no responsibility whatsoever for any oral promises. All terms and conditions must appear in writing on this contract or as a duly executed addendum thereto. There are no promises, representations or understandings

outside of this instrument, and except as herein otherwise expressly provided. This instrument shall not be altered or modified except by an agreement in writing and signed by the parties hereto. No officer, agent or employee of POLO INTERNATIONAL shall have the power to waive or be deemed or held to have waived any provision hereof, unless such waiver shall be in writing and signed by POLO INTERNATIONAL, or its duly authorized representative.

**PAYMENT:** Payment of all or part of this contract, according to the terms of the contract shown in the proposal or in a separate written and approved instrument, shall be due and payable strictly on the basis of the above schedule unless the parties agree otherwise in writing. Payment to Polo International shall in no way be contingent upon the acceptance of work done by others over which Polo International has no control. Furthermore, Polo International assumes no responsibility for work done by anyone before, during, or after Polos installation, other than a Polo International employee or subcontractor. If it becomes necessary to incur any expenses in the collection of any monies due under the terms of this contract including, but not necessarily limited to, reasonable attorney's fee, court costs or other collection fees, it is understood that those costs shall be paid by the purchaser.

If customer cancels job after materials are loaded on job, Polo International will keep half the deposit. If customer cancels job after it has physically started, Polo International will keep the complete deposit. If Polo International is refused access to the job site by the customer, the complete deposit will be kept.

**GUARANTEE:** Guarantees are not transferable unless notice is given to Polo International in writing within 30 days of sale of property and approved by Polo International, which shall not be unreasonably withheld. All guarantees given by Polo International will be null and void if any contractor or individual other than a Polo International representative does work on a guaranteed roof or if property owner or tenant does not allow access to the property. Polo International will assume no liability and will not guarantee any work performed until contract is paid in full.

The signing of this contract confirms that the signer has read and approves all terms and conditions of this contract.

We assume no responsibility for damage caused by an act of God, including but not limited to weather, or any act beyond our control. We are fully licensed and insured. This contract is not valid or binding until approved and accepted by an officer of the corporation.

**ACCEPTANCE OF PROPOSAL**

Interest on past due sums shall accrue from when due at the highest rate allowable under Florida law. In any action brought for enforcement or interpretation of this agreement, the prevailing party shall also recover all costs including reasonable attorney fees. Venue is hereby agreed to be Broward County, Florida

This proposal is subject to acceptance within 30 days and is void thereafter at the sole option of Polo International.

DATE 11/3/21

  
Authorized Signature – Varsity Square LLC

DATE 10/06/2021

Robert Kaplan VP  
Authorized Agent for Polo International, Inc.



# ***Polo International, Inc.***

**Florida**  
1001 NW 62<sup>nd</sup> Street  
Suite 116  
Fort Lauderdale, FL 33309



Lic # CCC058192

Toll Free: 1-866-975-2867 • Website: [www.polo14.com](http://www.polo14.com)

## **INVOICE**

Invoice #: 002021-234-002  
Date: April 22<sup>nd</sup>, 2022  
Customer: Varsity Square, LLC  
Job Site: 3700 Davie Road Bldg. A and Charter School, Davie, FL 33314

Qty	Item	Description	Sub Total	Item Total
1		Second Payment on contract #002021-234 Delivery of Materials and Commencement, Completion of Pressure Washing & Primer Installation	\$28,227.00	\$28,227.00

**TOTAL: \$28,227.00**

No warranties or other guarantees will go in effect until all payments have been cleared and accounted for.  
Returned checks subject to a 15% fee added to the amount. Please make payments payable to: POLO  
INTERNATIONAL, INC.

Thank you.



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**Florida**  
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## **INVOICE**

Invoice #: 002021-234-003  
Date: April 26<sup>th</sup>, 2022  
Customer: Varsity Square, LLC  
Job Site: 3700 Davie Road Bldg. A and Charter School, Davie, FL 33314

Qty	Item	Description	Sub Total	Item Total
1		Final Payment on contract #002021-234 Completion of Project	\$28,226.00	\$28,226.00

**TOTAL: \$28,226.00**

No warranties or other guarantees will go in effect until all payments have been cleared and accounted for. Returned checks subject to a 15% fee added to the amount. Please make payments payable to: POLO INTERNATIONAL, INC.

Thank you.

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**Varsity Square LLC**

C/o Ciminelii Real Estate  
2901 W Cypress Creek Rd #104  
Ft Lauderdale, FL 33309

City National Bank  
25 W Flagler Street  
Miami, FL 33130

322

**PAY** \*\*\*\*\* TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY SIX AND 00/100 DOLLARS  
DATE 05/04/22 AMOUNT \$28,226.00\*\*

**TO THE ORDER OF** Polo International, Inc.  
1001 NW 62nd St  
Suite 116  
Ft. Lauderdale, FL 33309

AUTHORIZED SIGNATURE

SECURED  
MICROPRINTED BORDER

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# Polo International, Inc.

FLORIDA: 1001 NW 62<sup>nd</sup> Street Suite #116 Fort Lauderdale, FL 33309  
Phone (954) 782-5851 • FAX (954) 782-5568 • Toll Free (866) 975-2867  
Website: www.polo14.com • Email: crystal@polo14.com  
FL License #CCC058192

## FULL RELEASE OF LIEN

The undersigned lienor, does waive, release, and relinquish its right to claim a lien or liens for labor and materials used by Polo International, Inc., in the performance of work through April 29, 2022, upon the following described real property.

Name: Varsity Square, LLC  
Physical Address: 3700 Davie Road (Buildings A and Charter School)  
Davie, Florida 33314  
Contract: #002021-234

That said labor and materials, upon clearance of funds, have been fully paid for, and no person, firm or corporation has a right, claim, demand or lien against said labor or materials or against said premises on account of said labor or materials. This release is given pursuant to Section 713.20(3) or the Mechanics Lien Law.

Date: 4.29.22 Christina Leach  
Authorized Representative for Polo International, Inc.

The foregoing instrument was sworn to and scribed before me this 29 day  
of APRIL, in the year 2022.

Travis Grauds  
Notary

Personally Known  
 Type of Identification Produced



TRAVIS GRAUDS  
Notary Public  
State of Florida  
Comm# HH199067  
Expires 11/15/2025