

# TERMS OF USE

California Automatic Doors LLC dba Florida Automatic Doors  
*Effective Date: April 4, 2026*

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING THIS WEBSITE OR ENGAGING THE SERVICES OF CALIFORNIA AUTOMATIC DOORS LLC DBA FLORIDA AUTOMATIC DOORS. BY ACCESSING THIS WEBSITE OR ENGAGING COMPANY SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY DISCONTINUE USE OF THIS WEBSITE AND REFRAIN FROM ENGAGING COMPANY SERVICES.**

## 1. ACCEPTANCE OF TERMS

These Terms of Use (“Terms”) govern your access to and use of the website located at FloridaAutomaticDoors.com and all subdomains, subpages, and digital assets associated therewith (the “Website”), as well as your engagement of the services of California Automatic Doors LLC dba Florida Automatic Doors, a Florida limited liability company (“Company,” “we,” “our,” or “us”).

These Terms constitute a legally binding agreement between you and Company. By accessing the Website, submitting a contact or service request form, or engaging Company services, you accept these Terms in full. If you are acting on behalf of a business entity, you represent and warrant that you have authority to bind that entity to these Terms.

## 2. LEGAL ENTITY AND LIMITED LIABILITY

*All services are provided solely by California Automatic Doors LLC, a Florida limited liability company doing business as Florida Automatic Doors. No member, manager, officer, employee, agent, or representative of Company shall have personal liability for any obligation, claim, or damage arising out of Company operations, contracts, or services. All obligations are strictly limited to the assets of California Automatic Doors LLC.*

This limitation of personal liability is a fundamental characteristic of the LLC structure under Florida law and applies in all circumstances, including contract disputes, service claims, and any other matter arising from Company operations. Brent Gibson, as Managing Member, does not personally guarantee any obligation of the Company.

### **3. SCOPE OF SERVICES**

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Company provides automatic door installation, maintenance, inspection, and repair services. All services are governed exclusively by written estimates, proposals, service agreements, or contracts issued by Company and executed by both parties. The Website is provided for informational purposes only and does not constitute an offer to provide services or a binding agreement.

In the event of any conflict between these Terms and a signed, written service agreement or proposal executed by Company and Client, the executed written agreement shall control with respect to the services described therein. No oral statement, representation, or promise by any Company employee or representative shall modify these Terms or any written agreement.

### **4. USER CONDUCT**

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By using the Website, you agree that you shall not:

- Use the Website for any unlawful, fraudulent, or unauthorized purpose
- Interfere with, disrupt, or attempt to gain unauthorized access to the Website, its servers, or related systems
- Submit false, misleading, or fraudulent information through any Website form or communication
- Attempt to reverse engineer, scrape, copy, reproduce, or republish any content or code from the Website without express written permission
- Use the Website in any manner that could damage, disable, overburden, or impair its operation
- Misuse any equipment installed or serviced by Company in a manner that violates applicable law or the terms of your service agreement

### **5. INTELLECTUAL PROPERTY**

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All content on the Website, including but not limited to logos, graphics, text, designs, layouts, documents, photographs, and branding, is the exclusive property of California Automatic Doors LLC and is protected by applicable copyright, trademark, and intellectual property laws.

Unauthorized copying, reproduction, distribution, display, modification, or commercial use of any content from the Website, in whole or in part, is strictly prohibited without the express prior

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written consent of Company. Any permitted use must include appropriate attribution to California Automatic Doors LLC dba Florida Automatic Doors.

## 6. LIMITATION OF LIABILITY

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*To the maximum extent permitted by Florida law, Company shall not be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages, including without limitation loss of profits, loss of use, loss of business, business interruption, or loss of goodwill, arising from use of the Website or engagement of Company services.*

Total liability of Company under any claim — whether arising in contract, tort, negligence, strict liability, or any other legal or equitable theory — shall not exceed the amount actually paid to Company for the specific job or service giving rise to the claim. This limitation applies even if Company has been advised of the possibility of such damages.

This limitation of liability reflects a reasonable allocation of risk between commercially sophisticated parties and is an essential basis of the bargain between the parties. Company would not make its services available absent these limitations.

## 7. DISCLAIMER OF WARRANTIES

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EXCEPT AS EXPRESSLY STATED IN A WRITTEN LIMITED WARRANTY ISSUED BY COMPANY FOR A SPECIFIC INSTALLATION, ALL WEBSITE CONTENT AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR TRADE USAGE.

Company makes no warranty that the Website will be uninterrupted, error-free, or free of viruses or other harmful components. No employee or representative of Company is authorized to modify this disclaimer.

## 8. INDEMNIFICATION

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You agree to defend, indemnify, and hold harmless California Automatic Doors LLC, its members, managers, employees, agents, and affiliates from and against any claims, liabilities,

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damages, judgments, losses, costs, and expenses (including reasonable attorney's fees) arising from or related to:

- Your use of the Website in violation of these Terms
- Misuse, abuse, or unauthorized modification of equipment installed or serviced by Company
- Failure to maintain installed equipment in accordance with manufacturer recommendations or Company instructions
- Violation of any applicable law, regulation, or ordinance in connection with equipment installed by Company
- Breach of any written agreement between you and Company

## 9. DISPUTE RESOLUTION

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*Updated Section — Effective April 4, 2026: The prior version of these Terms contained a binding arbitration clause. That clause has been removed. All disputes are now subject to the negotiation-mediation-litigation framework set forth below, consistent with all other Company agreements.*

9.1 Negotiation. In the event of any dispute, claim, or controversy arising from or relating to these Terms, the Website, or any Company service or transaction ("Dispute"), the parties shall first attempt to resolve the Dispute through good-faith direct negotiation for a period of not less than fifteen (15) days following written notice of the Dispute.

9.2 Mediation. If the Dispute is not resolved through negotiation within the negotiation period, the parties agree to submit the Dispute to non-binding mediation before a mutually agreed, qualified mediator located in the State of Florida, with costs shared equally between the parties. Each party shall participate in mediation in good faith. Mediation shall be completed within forty-five (45) days of the end of the negotiation period unless both parties agree in writing to extend.

9.3 Litigation. If the Dispute is not resolved through negotiation or mediation, either party may pursue its rights and remedies in a court of competent jurisdiction in the State of Florida. Both parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the State of Florida and waive any objection to venue or personal jurisdiction in such courts.

9.4 Emergency Relief. Notwithstanding the foregoing, either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction in Florida without first completing the negotiation or mediation steps, where necessary to prevent irreparable harm.

9.5 Attorney's Fees. In any legal action or proceeding arising from or relating to these Terms or Company services, the prevailing party shall be entitled to recover all reasonable attorney's fees, court costs, and collection expenses from the non-prevailing party.

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## 10. GOVERNING LAW

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These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any legal action to enforce these Terms shall be brought exclusively in a court of competent jurisdiction in the State of Florida, with venue in Marion County, Florida.

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## 11. SEVERABILITY

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If any provision of these Terms is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable. The remaining provisions of these Terms shall continue in full force and effect and shall not be affected by the invalidity of any other provision.

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## 12. MODIFICATIONS TO THESE TERMS

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Company reserves the right to modify, update, or revise these Terms at any time at its sole discretion. When material changes are made, we will update the Effective Date at the top of this document. Your continued use of the Website following any modification constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically. If you do not agree to any modification, you must immediately discontinue use of the Website.

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## 13. AGREEMENT CONTROLS

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*These Terms govern general use of the Website and engagement of Company services at the website level. Where a separate written service agreement, proposal, or Master Service Agreement has been executed by Company and a client, the terms of that executed written agreement shall control with respect to the specific services, scope, payment, warranty, and dispute resolution provisions applicable to that engagement.*

### QUESTIONS ABOUT THESE TERMS?

**California Automatic Doors LLC dba Florida Automatic Doors**  
3318 NE 38th Ln, Ocala, FL 34479

**California Automatic Doors LLC**

dba Florida Automatic Doors — A Florida Limited Liability Company

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