

PAINING CONTRACT

THIS PAINTING CONTRACT (this "Contract") is made and entered into this 26th day of December 2017, by Lauderdale West Community Association No. 1, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Association"), whose principal place of business is 1141 N.W. 85th Avenue Plantation, Florida 33322-4624 and Broward Boy's Painters, Inc., a Florida corporation whose address is 1472 NW 81st. Avenue, Coral Springs, Florida 33071 (hereinafter referred to as "Contractor").

WHEREAS, for which the Association provides day to day management services for 1007 buildings including residences (collectively referred to as the "Buildings" or singularly as a "Building");

WHEREAS, the Association desires to engage services of the Contractor to provide the painting and pressure washing of some of the Buildings (eighty-one (81) Single Family Homes and roofs, ten (10) Duplexes, and nine (9) Fourplexes) in strict accordance with the terms as hereinafter set forth; and

WHEREAS, the parties are desirous of setting forth, in detail, the various terms, conditions and obligations between them with respect to the services to be provided as hereinafter set forth.

NOW, THEREFORE, for the sum of TEN (\$10.00) DOLLARS and in consideration of the mutual covenants, representations and warranties contained in this Contract and for other good and valuable consideration paid by the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF WORK/PAINTING OF BUILDINGS. The Contractor covenants and agrees to perform the services in strict accordance with the Contractor's Proposal with a revision date of November 11, 2017 specifically providing for the specifications, which is attached hereto as Exhibit "A" and specifically incorporated herein, (the "Contractor's Proposal"). The Contractor affirmatively represents and covenants that the installation and application of all products that are utilized in the scope of work herein shall be in strict accordance with the manufacturer's specifications (the "Manufacturer's Specifications"). A copy of the Manufacturer's Specifications are attached hereto as Exhibit "B-1."

The Contractor agrees that in addition to all of the obligations, covenants and conditions as set forth in the Contractor's Proposal the Contractor covenants and agrees that it will provide, at no additional cost because this is a lump sum contract, the following services:

1.1 Prior to the commencement of work on each respective Building, the Contractor shall inspect such Building to disclose to the Association noted defects and/or damage to the Building. Contractor shall remove any loose paint, repair cracks and properly prepare the surfaces of each Building for painting in strict accordance with the Manufacturer's Specifications.

1.2 All exterior surfaces except for those excluded on the Contractor's Proposal shall be painted.

1.3 In accordance with the Manufacturer's Specifications, Contractor agrees to apply the SHERWIN-WILLIAMS (or as otherwise agreed by the parties) sealer coat to each Building and all other surfaces to be painted, including, but not limited to all exposed stucco with approved painting practices. The Contractor is required to ensure strict compliance with the Manufacturer's Specifications and procedures to obtain the manufacturer's ten (10) year warranty



(the "Manufacturer's Warranty"), including obtaining required inspections of the work from the manufacturer or an official representative of the manufacturer. The Manufacturer's Warranty is attached hereto as "Exhibit B-2". Furthermore, any previously painted wood trim which is bare and/or exposed from age and/or pressure cleaning will be primed prior to receiving one coat of SHERWIN-WILLIAMS sealer (or as otherwise agreed by the parties).

2. ASSOCIATION OCCUPANCY.

2.1 Association residents will occupy the premises and the Buildings during the entire period of Contractor's performance of the work. The Association and the residents will cooperate with Contractor with regard to protecting the Association's and resident's property.

2.2 Contractor shall at all times conduct its operations as to insure the least inconvenience to the Association and general public.

2.3 Contractor shall coordinate with the Association the schedule for painting in order for the Association and Contractor to relocate or protect people, personal effects and property (furnishings or equipment) from accidental spillage or intrusion from materials resulting from painting and repair procedures. Contractor is responsible for all damage to property if not previously coordinated with Association.

2.4. The Contractor shall cooperate with the Association to coordinate the painting with the scheduling of the Association's pressure washing project.

3. MANUFACTURER'S WARRANTY. The Contractor shall complete all work hereunder in strict accordance with all of the requirements set forth in the Manufacturer's Warranty. Upon the completion of work for each Building, subject to the terms herein, the Contractor shall request SHERWIN-WILLIAMS to issue the Manufacturer's Warranty. It is hereby expressly agreed that the Manufacturer's Warranty shall commence upon the issuance of the Manufacturer's Warranty from the manufacturer's representative.

4. ADDITIONAL TERMS/OBLIGATIONS.

4.1 CONFLICT. The parties agree that if there is an inconsistency between the terms of this Contract, any applicable law or building code, the Manufacturer's Warranty attached hereto as Exhibit "B-2", the Manufacturer's Specifications attached hereto as Exhibit "B-1", or the Contractor's Proposal attached hereto as Exhibit "A", then (i) the applicable law or building code shall be controlling, (ii) followed by the Manufacturer's Specifications, (iii) followed by the terms of this Contract, and (iv) followed by the Contractor's Proposal. Notwithstanding the foregoing, Contractor shall: (i) comply with all applicable building codes (if applicable), and manufacturer's specifications; and (ii) provide the better quality or greater quantity of work, or otherwise comply with the more stringent requirements in accordance with the Manufacturer's Specifications.

4.2. SUBMITTALS

4.2.1 Prior to commencing work, the Contractor shall provide the Association with a letter or any other communication from the paint manufacturer and/or the party issuing the Manufacturer's Warranty (i.e. the product supplier), stating the Contractor is a qualified installer, and that the Contractor is authorized to provide the painting services and that the Contractor is qualified and able to assist the Association in securing the Manufacturer's Warranty.

4.2.2 Prior to starting any of the work, the Contractor shall submit copies of manufacturer's literature for each required product. This information shall include product description and applicable quality standards, and conform to the requirements of this specification.

4.2.3 Physical samples of products to be used must be made available, if requested, and approved by the Association when required.

4.3. QUALITY ASSURANCE

4.3.1 The Contractor is to designate one of its employees to function as the quality control administrator. It will be that person's responsibility to monitor the application to assure that all specifications and requirements are being met.

4.3.2 The work must comply with all Manufacturer's Specifications and the good painting practices. Any deviation must be authorized by the materials manufacturer and the Association's representative.

4.3.3 Defective applications, regardless of cause, must be repaired and redone in accordance with the application specification.

4.4. REGULATORY REQUIREMENTS. As applicable, it is the Contractor's responsibility to confirm that the paint system specified is in compliance with local codes in addition to other hazard classifications that may be included.

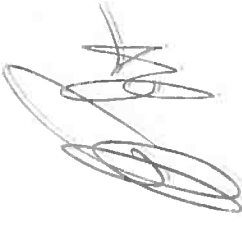
4.5. ENVIRONMENTAL REQUIREMENTS. The Contractor shall not attempt to apply the paint products when the threat of inclement weather exists or if sustained winds are in excess of twenty (20) miles per hour.

4.6. PRODUCT DELIVERY, STORAGE and HANDLING. All paint products shall be delivered to the job site in original manufacturer's unopened containers. Contractor may leave a storage container on the premises in a designated location and store its supplies or equipment within the storage container. At the end of each day the Contractor shall clean up the job site and remove all supplies and equipment not stored in the storage container from the property of the Association. Boomlifts may remain on the job, but must roped off and parked in a location identified by the Association when not in use.

4.7. EXAMINATION OF THE BUILDINGS AND SCOPE OF WORK. The Contractor shall verify that surfaces and site conditions are ready to receive work. Beginning the painting means the Contractor accepts the existing surfaces and site conditions. If the Contractor finds the surfaces and/or site conditions outside the preparation requirements contracted for, such conditions shall be immediately reported to the Association's representative in writing.

4.8. PROTECTION. The Contractor shall:

4.8.1 Protect the landscape with extraordinary care (including sod and shrubbery), driveways, curbs, sidewalks, screens, awnings, patio covers, gutters and downspouts and all other portions of each Building and the Association's property against damage from performance of the work. Contractor shall be responsible for any damage caused by any of Contractor's employees, subcontractors, independent contractors, guests or invitees.



4.8.2 Store all debris in approved containers, removing it from the job site each day, as there shall be no storage of any debris on the job site. It is the Contractor's responsibility to dispose of all debris in a proper and safe manner on a daily basis.

4.9. FIELD QUALITY CONTROL

4.9.1 The Association and/or its authorized representative has, without prior notice, the right to audit all work being performed.

4.9.2 It is the Contractor's responsibility to notify and coordinate with the manufacturer in a timely manner in order for them to conduct their required inspections. The Contractor shall procure evidence of manufacturer's issuance of the Manufacturer's Warranty as a condition to payment.

4.9.3 The Association and/or its authorized representative has, without prior notice, the right to audit all work being performed. The Association shall appoint one board member and/or one authorized representative to audit the actual work performed by Contractor as outlined in the scope of work.

4.9.4 The paint manufacturer and/or the party issuing the paint warranty under this Contract shall be the party to conduct the quality tests in the required areas where quality is a question. Charges, if any, for the quality test shall be paid by the Contractor if it is found that the quality of work was due to the fault of the Contractor. If there is no defect in the quality of the work, then the Association shall be responsible for costs, if any.

4.9.5 If a defect is detected, it will be the responsibility of the installing Contractor to take corrective procedures. Any corrective procedure must have prior approval of the paint materials manufacturer if a manufacturer's warranty is required. Not in limitation of other rights hereunder, if, in the opinion of the material manufacturer, the corrective procedures are not appropriate, the installation in question must be repaired or redone in an acceptable manner at no cost to the Association.

4.10. MISCELLANEOUS

4.10.1 Upon completion, Contractor shall provide at no additional charge extra paint product that is left over in sealed containers.

4.10.2 The Contractor affirmatively represents, warrants and covenants that the installation and application of all product that is utilized in the work herein shall be in accordance with Manufacturer's Specifications.

5. COST TO ASSOCIATION. The Association agrees to pay Contractor for the work described and set forth in this Contract, and to be performed in strict accordance with the terms hereof, the following schedule of sums as set forth below and in accordance with Paragraph 6 of this Contract (the "Contract Price").

5.1 The sum of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per Building to pressure clean and paint up to eighty one (81) (Single Family Homes);

5.2 The sum of Seven Hundred and Fifty and 00/100 Dollars (\$750.00) per Building to paint up to eighty one (81) tile roofs (Single Family Homes);



5.3 The sum of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) per Building to pressure clean and paint up to ten (10) duplex homes (Plexes);

5.4 The sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per Building to pressure clean and paint up to nine (9) fourplex homes (Plexes);

The Contract Price shall not be subject to any adjustments or offsets, except as hereinafter set forth. The Contract Price is the total amount payable by the Association to the Contractor for performance of the work under the Contract documents. All work that is outside the scope of this Contract may only be authorized by written change order pursuant to Section 6.4 of this Contract. Said Contract Price shall include (i) all labor, materials and equipment; (ii) tools, construction equipment and machinery; (iii) other facilities necessary for proper execution of work; and (iv) all applicable sales, consumer and use taxes. The Association will pay all impact fees and permit fees, or any additional cost to satisfy governmental code requirements, if applicable. It is the Contractor's responsibility to ascertain that the work is in accordance with all applicable laws, statutes, ordinances, building codes, and rules and regulations. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work. The terms and payments shall be in accordance with Paragraph 6 below. Any changes that are made by altering, adding to, or deducting from the work shall adjust the Contract Price only by mutual written consent of the parties hereto. The Association shall file a Notice of Commencement prior to the starting of work under the terms of this Contract.

6. TERMS OF PAYMENT.

6.1 The Contract Price shall be paid to Contractor in accordance with this section. Upon the request of the Contractor by the use of an invoice for Work completed ("Application for Payment") the Association will make payment to Contractor no later than the tenth (10th) business day following the request for payment, but only upon the approval of the Work by the Association. The amount requested by the Contractor in the Application for Payment shall be determined in accordance with the cost associated for completed work performed on each applicable Building, as set forth in Sections 5.1 through 5.4. Contractor shall provide the Association with the Application for Payment no more frequently than once every fifteen (15) days.

With each Application for Payment, the Contractor shall provide Association with (i) its unconditional partial release and waiver of lien; (ii) conditional partial releases and waivers of lien (conditioned only upon clearance of payment) from all subcontractors and suppliers performing Work and/or supplying materials for the Work included in the current Application for Payment; and (iii) any such other reasonable affidavits or releases provided for under Florida Statutes that Association or its lender may reasonably request to insure that Association's property is remaining free of any and all construction and/or materialmen's liens.

6.2 **FINAL COMPLETION and FINAL PAYMENT.** Upon receipt of written notice that the work is ready for final inspection and acceptance, the Association will promptly make such inspection. Subsequent to the inspection, when the Association finds the work reasonably acceptable under the Contract Documents and the Contract fully performed, and upon receipt of a final Application for Payment, the Association will issue a final payment of all remaining sums due and owing within seven (7) business days after completion of all of the following requirements. Final payments shall become due only when the Contractor submits and/or completes the following to the Association's satisfaction:

6.2.1 A Contractor's Final Affidavit, on forms which the Association may provide, that payrolls, bills for materials and equipment, and other indebtedness connected with the scope of work for which the Association or the Association's property might be responsible or encumbered (less amounts withheld by Association) have been paid or otherwise satisfied.

6.2.2 A Full Waiver and Release of Lien from the Contractor and each and every materialman, laborer, supplier and subcontractor, setting forth that all payments for all materials and services associated with the completion of the work herein, have been paid in full. The Association reserves the right to issue joint checks to the Contractor and each subcontractor, supplier or materialman, if applicable.

6.2.3 Written acknowledgment that the work has passed a complete inspection by an official representative of the manufacturer of the paint materials, together with the written acknowledgment of Contractor's satisfactory completion of the painting and issuance of an Approval Certificate, acknowledging satisfactory completion of these projects as may be required by the paint manufacturer's representative. Said Approval Certificate must acknowledge the unconditional issuance of the Manufacturer's Warranty for the paint system.

6.2.4 If applicable, satisfactory issuance of a Certificate of Completion by a Code Enforcement Official for the City of Plantation, along with any and all governmental agencies that may require inspection herein. In the event any inspection by the City Code Enforcement Official, or other governmental official reveals defects, then said defect(s) shall be repaired and/or replaced by Contractor and re-inspected at Contractor's expense.

6.2.5 A Certificate of Insurance as required by the Contract documents, certifying that insurance shall remain in force for the period of time required by this Contract, and will not be canceled or allowed to expire without thirty (30) days prior written notice to the Association.

6.2.6 A notarized written statement made under oath that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract documents.

6.1.7 Submission of three (3) copies of all warranty documents, applicable brochures, maintenance requirements, warnings, and other manufacturer's literature.

6.3 Concurrent with each application of payment, Contractor shall submit the invoice, if any, from its suppliers, if requested by the Association.

6.4 All work that is outside the scope of this Contract may only be authorized by written change order (a "Change Order"), which must be signed by an Officer of the Association's Board of Directors and the Contractor to be effective. The Contractor shall only charge for time and materials for Change Order work plus ten percent (10%) to account for profit and overhead. Verbal Change Orders will not be accepted, and no Change Order work shall be commenced unless and until the Contractor has received a Change Order executed by the Officer of the Association's Board of Directors

7. TERMS.

7.1 Unless otherwise provided in this Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and

completion of the work, including bonds as may be required, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

7.2 Contractor shall give all notices and comply with all local ordinances, requirements of City and County building codes and Federal and State authorities applicable to the work, local sanitary laws, rules and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Contract without any extra charge. Any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations will be provided by the Contractor at no cost to the Association.

7.3 Contractor will pay all worker's compensation, social security and all other taxes and obligations imposed upon him as an employer in connection with the performance of this Contract.

7.4 Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with its work. All costs paid by Contractor shall be at the expense of the Contractor.

7.5 All products utilized in the completion of this project shall be new and delivered to the jobsite in unopened containers bearing the manufacturers name, brand, product name, product number and designation, if applicable.

7.6 The Contractor shall not commence work before 7:00 A.M. on any day.

7.7 Within three (3) days after this Agreement is signed by both parties, Contractor shall make application for the permit(s) required for the performance of the Work, if any, and shall diligently pursue such application until such permits are obtained. The Association shall prepare and record a Notice of Commencement upon execution of this Agreement. The date the Contractor commences Work shall be defined as the "Commencement Date," which shall be no later than ~~January 29, 2018~~. Contractor shall diligently pursue the full completion of the work described in this Contract by ~~September 30, 2018~~ (the "Contract Time").

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In the event that the Contractor is unable to perform any work on any day due to inclement weather, then the Contract Time shall be extended one (1) day for each full lost day. Furthermore, the Contract Time shall be extended for delay because of fire or acts of God which are beyond the control of the Contractor. Said extension shall equal the period of delay.

7.8 The Contractor has the duty to advise the Association in writing if any automobiles, other property, or persons are at risk of harm or damage from the performance of the work.

7.9 The Contractor represents that there will always be at all times during the performance of the Contract, one (1) full-time crew continuously, diligently, and vigorously to complete the work in a timely manner, as required by this Agreement.

7.10 Tests, inspections and approvals of portions of the work required by this Contract or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.



7.11 At all times, the Contractor shall keep all equipment in clean, working condition and at the conclusion of the work, all equipment should be cleaned and returned to its designated location.

8. SUPERVISION.

8.1 Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the work under the Contract. Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.

8.2 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. It shall take all reasonable protection to prevent damage, injury or loss to: (1) all employees on the job and other persons who may be affected thereby; (2) all work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto, such as (but not limited to) trees, shrubs, lawns, walks, pavements, automobiles, roadways, structures and utilities. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including but not limited to OSHA, bearing on the safety of persons and property and their protection from damage, injury or loss.

8.3 The Contractor shall employ and identify a competent supervisor and necessary assistants who shall be in attendance at the site during the entire performance of the work. The supervisor shall represent the Contractor and communication given to the supervisor shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

8.4 The Contractor shall indemnify all unit owners for acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

8.5 The Contractor shall erect and maintain, as required by existing conditions of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Association and users of adjacent sites and utilities.

8.6 Further, it is the sole responsibility of Contractor to secure, safeguard and protect his material and operation from damage or theft until installed.

8.7 Contractor shall promptly remedy all damage or loss to any property, including but not limited to damage to automobiles, screens, trees, shrubs and grass areas, the roof by improper cleaning, walking on the roof and/or placing equipment on the roof, and damage caused by water runoff or runoff of any of the chemicals used during the cleaning process, which may be caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor, including but not limited to, all subcontractors, or by anyone for whose acts any of them may be liable. Contractor shall be responsible for any omissions of its employees including with regard to any person's property.

8.8 The Contractor shall not employ any subcontractor(s) to perform any work under this Contract for the Association; provided, however, that if the Contractor needs to employ a subcontractor to perform any work under this Contract, such subcontractor shall be expressly

approved in writing by the Association prior to commencing work. In addition, the subcontractor shall be under the supervision of the Contractor and shall be bound by the terms of this Contract.

8.9 The Contractor, once having started the work, will continuously and expeditiously proceed with its vigorous prosecution until completion.

8.10 Contractor will insure that all equipment has been safely stored on the job site to provide complete safety to the unit owners in the Association.

8.11 Contractor shall ensure that the work performed is in strict compliance with the specifications of this Contract.

8.12 Association shall not be responsible for any vandalism to or theft of the Contractor's supplies or equipment.

9. INDEMNIFICATION/HOLD HARMLESS. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the fullest extent permitted by law and to the extent caused in whole or in part by Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or over whom they exercise control, the Contractor shall indemnify, defend and hold harmless the Association, its officers, directors, members, agents and employees from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including but not limited to fees and charges of attorneys, consultants, expert witnesses, and other professionals and court and/or arbitration costs) which may arise from the following: (a) alleged or actual bodily injury, personal injury, sickness, disease, or death to any persons; (b) alleged or actual damage to any property; (c) breaches of this Agreement by Contractor; (d) claims of liens or liens by any person or party furnishing labor, materials, services, or equipment that are part of the work (including, without limitation, the defense of any actions, lawsuits, or proceedings brought against Association as a result of liens filed against the work, payments due Contractor); (e) any and all agreements and contracts between Contractor and any third party concerning the work; or (f) bringing any hazardous materials or hazardous substances classified and/or regulated as such under any of the applicable local, state or federal environmental laws onto the Associations property or incorporating same into the work.

Such indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. To the extent Contractor's indemnification obligation hereunder requires Contractor to indemnify any party against any claim, liability, damage, loss, injury, expense, penalty, fine, judgment or cost caused, in whole or in part, by such party's act, omission or default, such indemnification obligation shall not, exceed the combined sum of the Contract Price and two times the limits of the Contractor's Commercial General Liability insurance required under this Agreement, which combined sum Contractor and Association hereby acknowledge bears a reasonable commercial relationship to this Agreement. Contractor and Association further acknowledge that this agreement of indemnification shall be deemed part of the work. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The parties hereto specifically acknowledge and agree pursuant to Fl. Statute Section 725.06 that a portion of the consideration given by the Association to Contractor pursuant to the terms of this Contract in the specific amount of \$100.00 and other valuable consideration, all of which is acknowledged and included in the Contract Price, is specifically consideration paid for the indemnification provided



herein. The foregoing obligations of the Contractor are in addition to his other obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.

10. INSURANCE. The Contractor agrees to furnish Workman's Compensation at Statutory Limits, Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00), for each occurrence and property damage of at least One Million Dollars (\$1,000,000.00). Further, Contractor agrees to maintain insurance on all vehicles used on the job site, with limits of at least One Million Dollars (\$1,000,000.00) for each occurrence. The Contractor agrees to name the Association as additional insured, and as a party to receive all notices issued pursuant to the policy. The Contractor agrees to supply the Association with evidence of, and keep said insurance policies in full force and effect during the entire course of work to be performed. Contractor agrees to replace or reinstate promptly any cancelled policies. Contractor agrees that it shall perform no work under this Contract during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "C".

11. CLEAN-UP. Contractor shall cause no damage or waste to the Association property and adjoining property in the performance of this Contract, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of each day's work, it shall remove all its waste materials and rubbish from and about the complex into dumpsters or dump trucks, as well as its tools, construction equipment, and surplus materials and return all affected areas of this property to a broom clean condition. Equipment and machinery may be stored on-site if adequately marked by lights and said area is roped off to the public. If, after three (3) three work days written notice by Association's representative to Contractor's representative at the site of the work Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Association shall have the right to proceed with the clean-up work at Contractor's cost and expense.

12. WARRANTY. In addition to the SHERWIN-WILLIAMS Manufacturer's Warranty, Contractor warrants to Association that all materials and equipment incorporated in the work will be new, and that the work will be of good quality, free from faults and defects and in conformance with the Contract documents, building code requirements (if applicable) and the Manufacturer's Specifications. All work not conforming to these standards may be considered defective. Contractor expressly warrants and guarantees all labor and materials provided under the Contract to be fit for the purposes intended, including but not limited to failure for a period of ten (10) years from the issuance of the Manufacturer's Warranty by the manufacturer's representative, and further agrees that during said period of time, any flaws or deficiencies in either work or materials (including, but not limited to peeling and/or blistering) shall be corrected and/or replaced and restored to first class working order at no costs to the Association (decks and flat tile roof surfaces are not covered under contractor or Manufacturer's Warranty). Contractor further warrants that it will comply with all Manufacturer's Specifications and requirements. Notwithstanding the foregoing, the Contractor is not responsible for any acts of god, fire, hurricanes, and previously applied delaminating coatings, uneven wood, metal or stucco surfaces due to multiple layers or loose paint (work does not include stripping down to bare surface) or faults not attributable to faulty material or workmanship. Contractor is not responsible for structural or masonry failure, faulty window systems or new cracks.

13. TERMINATION.

13.1 Associations Right to Stop the Work. If the Contractor fails to correct work or is in default of any obligation herein which is not in accordance with the requirements of this Contract, or fails to carry out work in accordance with this Contract, the Association, by notice, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has



been eliminated; however, the right of the Association to stop the work shall not give rise to a duty on the part of the Association to exercise this right for the benefit of the Association or any other person or entity, or to declare the Contract in default.

13.2 Associations Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the work in accordance with this Contract and fails within a seven (7) day period after receipt of written notice from the Association to commence and continue correction of such default or neglect with diligence and promptness, the Association may after such seven (7) day period, without prejudice to other remedies the Association may have (i) correct such deficiency, in such case an appropriate change order shall be issued deducting from payment then or thereafter due the Contractor and the cost (including all professional fees) of correcting such deficiencies, or (ii) declare the Contract in default and terminate the Contract per paragraph 13(c). If payments then or thereafter due the Contractor are not sufficient to cover the cost to correct such deficiencies, the Contractor shall pay the difference to the Association.

13.3 Termination by the Association for Convenience. The Association may, at any time, terminate the Agreement for the Association's convenience and without cause upon thirty (30) days written notice. Upon receipt of such written notice from the Association of such termination for the Association's convenience, the Contractor shall: (i) cease operations as directed by the Association in the notice; (ii) take actions necessary, or that the Association may direct, for the protection and preservation of the work; and (iii) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Association's convenience, the Contractor shall be entitled to receive payment for work executed. In no event will Contractor be entitled to receive any payments for work not executed.

13.4 Termination by the Association for Cause/Default. The Association may immediately terminate the Contract if the Contractor (i) refuses or fails to supply enough properly skilled workers or proper materials, (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor, subcontractors, and suppliers, (iii) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, (iv) otherwise is guilty of breach of a provision of the contract documents, or (v) fails to complete the work timely.

When any of the above reasons exist, the Association may, without prejudice to any other rights or remedies of the Association, and after giving the Contractor and the Contractor's surety, if any, three (3) work day's written notice, terminate the services of the Contractor and may, subject to any prior rights of the surety (i) take possession of the site and of all supplies, equipment, tools and machinery, materials, except for supplies, materials, equipment, tools and machinery owned by the Contractor, (ii) accept assignment of subcontract, or (iii) finish the work by whatever reasonable method the Association may deem expedient.

The Parties further agree that in the event the other Party is in default of any material terms, conditions or covenants of the Contract, then the other Party shall have a right to declare the Contract in default and thus reserves all rights in equity or law to enforce the terms of the Contract, including the right to maintain a legal action against the defaulting Party for any damages, whatsoever, resulting in the default of the defaulting Party, including the reimbursement of any reasonable attorneys fees and court costs associated with the enforcement thereof to the prevailing party.



Additionally, in the event of a default by Contractor, the Association reserves the right to issue joint checks to Contractor and each subcontractor, materialmen or supplier.

14. REPRESENTATIONS. The Contractor affirmatively represents that no parties to this Contract, including any members or representatives of the Association, have or will receive any "kickbacks" with respect to this Contract or the work required hereunder.

15. LIENS. Contractor will save and keep the building referred to in this Contract or the land upon which it is situated, or the owners of the units in the building, free from all construction liens and all other liens by subcontractor, materialmen and suppliers. If Contractor fails to remove such lien(s) by transfer bond, cash deposit, satisfaction or otherwise, or if the Contractor files a lien against the building referred to in this Contract or the land upon which it is situated prior to the time when the amount to be paid is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees to the prevailing party and the cost of any bonds that the Association may elect to obtain, Association may deduct said lien and all damages and costs from any funds which are due or which become due to Contractor and which are in the possession of Association.

16. ASSIGNMENT AND SUBCONTRACTOR. Contractor shall not assign or transfer this Contract or any part thereof. Contractor shall not hire or use any subcontractor without the express approval of the Association. The Association shall not assign the obligation to pay the Contractor hereunder without the prior written consent of the Contractor.

17. ATTORNEYS FEES. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

18. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Contract shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the Association and the Contractor. This Contract supersedes any prior agreements and negotiations entered into between the Association and Contractor relating to the subject matter of this Contract. The venue of all legal proceedings shall be in Broward County, Florida. No action or failure to act by the Association shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing. The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract. Duties and obligations imposed by the Contract documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise



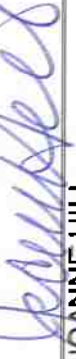
imposed or available by law. All of the Whereas clauses contained in this Contract are true and correct and specifically incorporated herein by reference.

DATED this 26th day of December, 2017, at Broward County, Florida.

Signed, Sealed and Delivered In the presence of:

ASSOCIATION:

**LAUDERDALE WEST COMMUNITY
ASSOCIATION NO. 1, INC.**

By:  _____
Name: JOANNE HILL
Title: PRESIDENT

CONTRACTOR:

BROWARD BOY'S PAINTERS, INC.

By:  _____
Name: JERRY POZESETSKY
Title: PRESIDENT

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

PROPOSAL

BROWARD BOYS PAINTERS

Office 954-720-9605

Proposal # 10118

Mobil 954-647-9847

Date 8/10/17

Fax 954-722-6600

1472 N. W. 81st. Avenue
Coral Springs, FL., 33071

painttown@aol.com

www.browardboys.com

“CONTRACT PROPOSAL”

Revised 11/27/17

PROPOSAL SUBMITTED TO: MR. GEORGE HILL
LAUDERDALE WEST COMMUNITY ASSOCIATION #1, INC.
1141 N. W. 85th. AVE.
PLANTATION, FL., 333
PHONE # 954-473-8219

JOB SITE: SAME

BROWARD BOYS PAINTERS, INC. HEREINAFTER CALLED THE CONTRACTOR PROPOSES TO SUPPLY ALL LABOR AND MATERIAL TO THE ABOVE NAMED PROPERTY AS SPECIFIED WITHIN THE PROPOSAL. THE CONTRACTOR WILL INSURE THAT ALL WORK TO BE PERFORMED WILL BE DONE AS PER THE MANUFACTURERS SPECIFICATIONS TO VALIDATE THEIR **TEN (10) YEAR SYSTEM WARRANTY** ACCORDING TO INDUSTRY STANDARDS.

SCOPE OF WORK:

EXTERIOR PAINTING OF 81 SINGLE FAMILY HOMES AND ROOFS, 10 DUPLEXES, 9 FOURPLEX'S,

INCLUSIONS:

1. ALL PREVIOUSLY PAINTED STUCCO WALLS.
2. ALL FACIA & SOFFIT AREAS
3. ALL UNIT ENTRY DOORS
4. ALL GUTTERS AND DOWNSPOUTS
5. ALL WINDOW SHUTTERS. (Not Hurricane Shutters)

EXCLUSIONS:

1. LIGHT FIXTURES
2. AWNINGS
3. HURRICANE SHUTTERS (where they exist)
4. RAILINGS OR CEMENT BALUSTRADES.
5. ANY AREAS NOT MENTIONED IN THE ABOVE INCLUSIONS.

SCOPE OF WORK:

1. PRESSURE CLEAN ALL **WALLS** TO BE PAINTED WITH A MINIMUM OF 3,000 P.S.I.
2. SEALCOAT ALL STUCCO WALLS WITH 100% ACRYLIC BONDING PRIMER/SEALER.
3. FILL ANY CRACKS WITH ELASTOMERIC PATCHING COMPOUND.
4. CAULK ALL WINDOWS AND DOOR FRAMES 360 DEGREES, AS NEEDED.
5. APPLY FINISH COAT OF **RESILIENCE (10YEAR) SATIN EXTERIOR PAINT.**
6. DOORS WILL BE SANDED, CLEANED, THAN COATED WITH D.T.M. ENAMEL.



WORK DESCRIPTION:

PRIOR TO PRESSURE CLEANING ALL **WALLS** SHOWING SIGNS OF MILDEW WILL BE TREATED WITH CHLOROX AND WATER SOLUTION.

ALL EXTERIOR STUCCO WILL BE PRESSURE CLEANED USING A MINIMUM OF 3,000 P.S.I.

ALL EXTERIOR STUCCO SURFACES WILL BE SEALED USING MANUFACTURERS RECOMMENDED MASONRY PRIMER/SEALER.

ALL EXTERIOR DOORS WILL HAVE LOOSE PAINT REMOVED, SANDED, AND SPOT PRIMED AS NEEDED USING EXTERIOR PRIMER.

ALL EXTERIOR METAL DOORS AND SURFACES WILL HAVE LOOSE PAINT REMOVED WIRE BRUSH RUST AREAS TO REMOVE RUST SCALE AND SPOT PRIMED AS NEEDED USING METAL PRIMER.

ALL GALVANIZED METAL SURFACES WILL BE SPOT PRIMED AS NEEDED, USING GALVANIZED METAL LATEX PRIMER. **ALL AREAS SHOWING SIGNS OF RUST WILL BE WIRE BRUSHED AND PRIMED AS NEEDED USING: RUST INHIBITIVE PRIMER AND THEN COATED WITH THE GALVANIZED PRIMER PRIOR TO FINISH COATING.**

ALL STUCCO STRESS CRACKS LARGER THAN 1/16 INCH WILL BE V'D OPEN, APPLY A BEAD OF CAULK IN GAP, APPLY TEXTURED KNIFE GRADE ELASTOMERIC PATCHING COMPOUND OVER THE TOP AND OVER LAPPING THE EDGES BY TWO INCHES ON EACH SIDE.

ALL WINDOW PERIMETERS (STUCCO TO METAL), WILL HAVE LOOSE AND DETERIORATED CAULK REMOVED. RE-CAULK USING 55 YEAR SILICONIZED CAULK.

ALL EXTERIOR STUCCO SURFACES AND TO BE PAINTED WILL BE FINISH COATED USING **SHERWIN WILLIAMS RESILIENCE (10 YEAR WARRANTY) SATIN** ENAMEL EXTERIOR PAINT.

ALL EXTERIOR WOOD AND METAL FRONT DOORS TO BE PAINTED WILL BE FINISH COATED USING DTM SEMI-GLOSS ENAMEL OR MFG. APPROVED PRODUCT.

NOTE: WORK DESCRIPTION APPLIES ONLY TO ITEMS LISTED UNDER INCLUSIONS ON PAGE 1.

“SPECIAL CONDITIONS”

1. REVIEW OUR “SCOPE OF WORK” FOR INCLUSIONS/EXCLUSIONS OF ALL YOUR REQUIREMENTS FOR THE REPAINTING OF THE HOMES. CHECK FOR ANY ERRORS OR OMISSIONS; IF IN DOUBT PLEASE CONTACT US FOR CLARIFICATION.
2. UPON ACCEPTANCE OF OUR PROPOSAL, PROVIDE AUTHORIZED SIGNATURE(S) AND TITLE(S) WHERE INDICATED (YOUR BY-LAWS WILL ADVISE THE NECESSARY NUMBER OF ENDORSEMENTS REQUIRED).
3. NOMINATE ONE REPRESENTATIVE TO COMMUNICATE TO OURSELVES ON BEHALF OF ALL HOME OWNERS ANY INQUIRIES THAT MAY ARISE DURING THE COURSE OF THE REPAINTING. WE HAVE A FOREMAN AVAILABLE ON A DAILY BASIS FOR WHICH ANY QUESTIONS CAN BE DIRECTED AND RELAYED TO OUR OFFICE IF NEEDED.
4. ARRANGE A “START DATE” FOR REPAINTING PROCEDURES TO BEGIN (NOTE: WE ATTEMPT TO MEET THIS TIME HOWEVER CERTAIN CONDITIONS ARE BEYOND OUR CONTROL, I.E. WEATHER, IN WHICH INSTANCE AN ALTERNATIVE DATE IS ARRANGED BY MUTUAL AGREEMENT). PRIOR TO COMMENCEMENT, WE WILL PROVIDE A CERTIFICATE OF INSURANCE (WORKER COMPENSATION AND GENERAL LIABILITY) DIRECTLY FROM OUR AGENT AND ANY REQUIRED PERMITS, IF NECESSARY.
5. CUT BACK TREES, TRIM OR REMOVE FOLIAGE THAT WILL PREVENT THE PAINTING PROCESS.
6. PROVIDE US WITH ANY INFORMATION PERTAINING TO YOUR COLOR SELECTION, WHETHER IT WILL REMAIN THE SAME OR BE A CHANGE. IN EITHER INSTANCE, PLEASE ADVISE US AT LEAST TWO WEEKS PRIOR TO COMMENCEMENT SO THAT SAMPLES CAN BE FURNISHED AND APPROVED BY YOUR ASSOCIATION THEREBY ELIMINATING ANY CONFUSION THAT MAY ARISE.
7. WE WILL NOTIFY RESIDENTS, OF ARRANGEMENTS THAT NEED TO BE MADE DURING THE PAINTING PROCEDURES (I.E. KEEPING WINDOW CLOSED DURING PRESSURE CLEANING, REMOVAL OF PATIO ITEMS IF APPLICABLE AND THE MOVING OF VEHICLES IF NEEDED, ETC.). NOTE: CONTRACTOR IS NOT RESPONSIBLE FOR INTERIOR WATER DAMAGE, WHERE APPLICABLE, CONTRACTOR IS NOT RESPONSIBLE FOR ACCIDENTAL FALLS AND/OR SLIPPING ON PAINTED WALKWAYS, DECKS, STAIRS, ETC. LIKEWISE, WE WILL INSPECT YOUR BUILDING(S) PRIOR TO STARTING AND ADVISE YOUR DESIGNATED REPRESENTATIVE OF ANY DAMAGES FOUND (I.E. RIPPED SCREENS, BROKEN FIXTURES, ETC.) AND ANY OTHER CONDITIONS THAT MAY EXIST THUS REMOVING ANY DOUBT AS TO THE RESPONSIBILITY OF EITHER PARTY.
8. THE FOLLOWING ITEMS WILL BE NECESSARY FOR WORK TO PROGRESS SMOOTHLY; A DESIGNATED PARKING AREA FOR COMPANY VEHICLES (JOB TRAILER, VAN AND LIFT, IF NEEDED) AND ACCESS TO WATER AND ELECTRICAL SERVICE THROUGHOUT THE DURATION OF THE JOB.
9. ANY ALTERATIONS OR DEVIATIONS TO THE CONTRACT ARISING FROM THE HOME OWNER, MASTER ASSOCIATION, PAINT MANUFACTURE OR ANY OTHER AUTHORIZED SOURCE THAT REQUIRE ADDITIONAL WORK WILL BE PRICED SEPARATELY AND UPON APPROVAL; WHETHER WRITTEN OR VERBAL.

JOB COST AND SCHEDULE OF VALUES:

THE BELOW QUOTED JOB COST IS SUBJECT TO CHANGE AT ANYTIME.

PAYMENT SCHEDULE TO BE AS PREVIOUSLY DONE.

NOTE:

1. THE QUOTED JOB COST IS BASED ON THE PROPERTY BEING PAINTED THE SAME COLOR. DRASTIC COLOR CHANGE WILL REQUIRE ADDITIONAL PROCEDURES OR PRODUCT CHANGES AND WILL RESULT IN AN ADDITIONAL COST. THERE IS NO CHARGE FOR CHANGING THE COLOR OF THE FACIA.
2. THE ABOVE QUOTED JOB COST DOES NOT INCLUDE ANY PERMIT FEES OR ENGINEER COST. PERMIT FEES AND ENGINEER COST ARE TO BE PAID FOR BY THE OWNERS OF THE PROPERTY.

OPTIONS:

| | <u>INITIAL</u> |
|--|---|
| 1. PRESSURE CLEAN & PAINT 81 HOUSES | @ \$1,250. ea COST \$101,250. _____ |
| 2. PAINT 81 TILE ROOFS | @ \$ 750. ea COST \$ 60,750. _____ |
| 3. PRESSURE CLEAN & PAINT 10 DUPLEX HOMES | @ \$1,750. ea COST \$ 17,500. _____ |
| 4. PRESSURE CLEAN & PAINT 9 FOURPLEX HOMES | @ \$3,500. ea COST \$ 31,500. _____ |
| | SUB-TOTAL \$ 211,000. _____ |

OPTIONS:

- A. APPLY 2 COATS OF WATER REPELLENT SEALER TO (?) WHITE BRICKS **\$100. ea.** _____
- B. APPLY 2 COATS OF WATER REPELLANT SEALER TO (?) RED BRICKS **\$100. ea.** _____

CONCEALED CONDITIONS:

ON OCCASIONS THE CLEANING TECHNIQUES USED TO PREPARE THE BUILDING UNCOVERS UNFORESEEN CONDITIONS WHICH NEITHER THE CONTRACTOR NOR THE BUILDING OWNERS WERE AWARE OF. IN THE EVENT THE CONTRACTOR UNCOVERS ANY ITEMS NOT SPECIFIED FOR REPAIR ON THE BUILDING, THE CONTRACTOR WILL CONTACT THE OWNER OR IT'S AUTHORIZED REPRESENTATIVE IMMEDIATELY AND WILL NOT COMMENCE WITH ANY SUCH ADDED WORK UNLESS APPROVED BY THE OWNER IN WRITING WITH THE COST MUTUALLY AGREED.

EXAMPLES OF UNFORESEEN CONDITIONS:

1. STUCCO DELAMINATION
2. ROTTED WOOD
3. CONCRETE RESTORATION
4. DETERIORATED METAL SURFACES

WARRANTY:

THE CONTRACTOR WARRANTS FOR A PERIOD OF **TEN (10) YEARS** THAT NO PEELING OR BLISTERING WILL OCCUR ON ANY EXTERIOR STUCCO SURFACES TO THE COATING APPLIED. IN THE EVENT ANY PEELING OR BLISTERING OCCURS TO THE COATING APPLIED, THE CONTRACTOR WILL FURNISH LABOR AND MATERIALS TO CORRECT THE EFFECTED AREAS AT NO ADDITIONAL COST TO THE OWNER (DECKS AND FLAT TILE ROOF SURFACES ARE NOT COVERED UNDER CONTRACTOR OR MANUFACTURE WARRANTY). THE CONTRACTOR IS NOT RESPONSIBLE FOR ANY ACTS OF GOD, FIRE, HURRICANES, AND PREVIOUSLY APPLIED DELAMINATING COATINGS. UNEVEN WOOD, METAL OR STUCCO SURFACES DUE TO MULTIPLE LAYERS OR LOOSE PAINT (PROPOSAL DOES NOT INCLUDE STRIPPING DOWN TO BARE SURFACE) OR FAULTS NOT ATTRIBUTABLE TO FAULTY MATERIAL OR WORKMANSHIP. CONTRACTOR IS NOT RESPONSIBLE FOR STRUCTURAL OR MASONRY FAILURE, FAULTY WINDOW SYSTEMS OR NEW CRACKS. THE AFOREMENTIONED LIMITED WARRANTY SHALL BE IN EFFECT FROM THE DATE OF COMPLETION OF THIS PROJECT PROVIDING THAT ALL MONIES PER THIS AGREEMENT ARE PAID IN FULL.

CONTRACT AGREEMENT:

THIS AGREEMENT made the Day of **November 2017** by and between **BROWARD BOYS PAINTERS**, Hereinafter called the contractor and **Lauderdale West Community Assoc. #1 Inc.** hereinafter called the owner. Witnessed, that the Contractor and the Owner, for the considerations named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Sherwin Williams specification dated 10/3/08 as it pertains to work to be performed on the **(100) buildings** that fall under the auspices of **The Lauderdale West Condominium Association (Legal Address) 1141 Lauderdale West Drive, Plantation, Fl., 33322**

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before (weather permitting) **January 15, 2018** And shall be substantially completed on or before (weather permitting) **September 31, 2018**, THE CONTRACTOR IS NOT RESPONSIBLE FOR DELAYS DUE TO PERMITTING; DELAYS CAUSED BY THE ENGINEER; DELAYS DUE TO MATERIAL BACK ORDERS; WEATHER (WEATHER CONSTITUTES RAIN, HEAVY WINDS AND TEMPERATURES BELOW 54 DEGREES) AND CHANGE ORDERS.

CONTRACT AGREEMENT CONT:

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the materials and labor to be performed under the Contract the sum of

Two Hundred and Eleven Thousand Dollars..... (\$211,000.)

Subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payment of the Contract Price shall be paid in the manner following:

- 1. Invoices will be submitted every Friday, for work completed at that point for payment by a week from the following Wednesday.**
- 2. Lien releases will be provided for up to the submittal date.**

ARTICLE 5. GENERAL PROVISIONS

Any alterations or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional materials and/or labor cost, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of thirty (30) days from the due date of the payment shall deemed a material breach of this contract.

ARTICLE 6. MUTUAL UNDERSTANDING REGARDING ACT OF GOD

COST TO PREPARE AND PAINT AND OR TREAT 100 BUILDINGS in the amount of \$211,000. as recited on Page 4 is in consideration that all of the work described for the single family homes, and plex's also on Page 4 is completed. It is agreed that inclement weather or acts of God can prevent the completion of work for the buildings during the fiscal year of 2018. Lauderdale West will only be charged for work completed.

ARTICLE 7. ADDITIONAL TERMS

This Contract is formed from all pages listed on Introduction page.

ARTICLE 8. CANCELLATION OF CONTRACT

This Contract may be cancelled by either party (Lauderdale West) or (Broward Boys),
By a written thirty (30) day Notice.

Signed in presence of: **JERRY POLIS**

LAUDERDALE WEST COMMUNITY ASSOC. INC.

BROWARD BOYS PAINTERS, INC.

BY: _____
SIGNATURE

BY: _____
JERRY POLIS
BROWARD CC# 96-8008-PU-X

BY: _____
SIGNATURE

DATE: _____

EXHIBIT "B-1"

MANUFACTURER'S SPECIFICATIONS



SHERWIN-WILLIAMS.



Lauderdale West Specification

This Painting Schedule is furnished as a guide to select paint systems, and is not all-inclusive of available Sherwin-Williams products. Specifiers should review the contents and edit to suit the particular project and its location.

The schedule is arranged by substrates, and offers latex, acrylic, water-based epoxy, and water-based urethane. Each type also includes the available sheens.

Local and National V.O.C. (Volatile Organic Compound) regulations have been taken into consideration. However, because regulations vary by region and frequently change, Contractor shall verify that the products comply with local rules. Consult with your Sherwin-Williams representative before finalizing the selection.

If you need additional product information, contact Sam Ciraco, commercial coatings representative, refer to the Sherwin-Williams Painting Systems Catalog, or visit sherwin-williams.com.

Sam Ciraco

The Sherwin-Williams Company

954-275-1273 (Telephone)

Sam.Ciraco@sherwin.com (E-Mail)



**1141 Lauderdale West Drive
Plantation, FL 33322**

Prepared For:

Broward Boys Painters

**Jerry Pollis
1472 NW 81st Ave
Coral Springs, FL 33071
954.720.9605**

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3. Option(s)
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Section D – Safety and Public Conveyance

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Section F – Surface Preparation

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2. Exterior Masonry Sealer
3. Exterior Masonry Surfaces
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II. Coatings & Applications

1. Exterior Masonry Surfaces
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Scope of Work:

A. Inclusions:

- A. Area's to be Coated
 - a. Previously Painted Stucco Walls
 - b. Entry Doors
 - c. Roofs
 - d. Gutters & Downspouts
 - e. Trim
- B. The Contractor is to pressure clean all surfaces to be painted & bare concrete floors with heavy duty degreaser
- C. Seal all exterior masonry & stucco surfaces to be painted.
- D. Repair cracks per specifications
- E. Color and choice of sheen is responsibility of owner
- F. Choice of color may determine how many coats will be required to cover existing colors to be painted.
- G. Caulking as necessary

B. Exclusions:

- a. Any Areas not previously painted
- b. Any items not specified above

C. Options:

- a. None Specified

Section A- : Coating Systems

A. Exterior Masonry Surfaces

Areas to be Painted: Stucco Walls, Ceilings

1. Primer- Sherwin-Williams Conditioner, A24W1100 Series
2. Finish- Sherwin-Williams Resilience Exterior, K43W51 Series

B. Exterior Metal

Areas to be Painted: Previously Painted Gutters, Downspouts

1. Primer- Sherwin-Williams Conditioner, A24W1100 Series
2. Finish- Sherwin-Williams Resilience Exterior, K43W51 Series

Areas to be Painted: Metal Doors

1. Spot Prime- Sherwin-Williams Kem Kromik Universal Primer, B50WZ1 Series
2. Finish- Sherwin-Williams DTM Acrylic Gloss, B66W1151 Series

C. Exterior Wood

Areas to be Painted: Wood Doors, Wood Trim

1. Spot Prime- Sherwin-Williams Exterior Oil Based Wood Primer, Y24 Series
2. Finish- Sherwin Williams Resilience Exterior, K43W51 Series

D. Existing Roofs to be Recoated

1. First Coat- Kool Seal Elastomeric Roof Coating, KST Series
2. Finish Coat- Kool Seal Premium Finish Coat, KST Series

Upon completion of the entire project, and with these specifications strictly adhered to, Sherwin-Williams will provide a **Ten Year Limited Warranty for the Sherwin-Williams Resilience** coating on all properly prepared exterior vertical masonry surfaces. Proper application is the responsibility of the Owner. Field visits by Sherwin-Williams personnel are for the purpose of making technical recommendations only and are not for supervising or providing quality control on the jobsite.

Owner is to be supplied with applicable Sherwin-Williams Color Answer Color Decks, if necessary. The Contractor is responsible for obtaining and following all instructions and specifications on the appropriate Sherwin-Williams Data, and Product Information Pages, as well as the Sherwin-Williams Application Bulletins for each product used. No deviation from these published standards will be allowed, unless approved in writing from an authorized Sherwin-Williams representative. All manufacturers' data specification sheets for materials used on the job shall be provided to the Owner's representative, as well as a sample warranty and general maintenance information, if requested.

Section B- : Contractor Responsibilities:

1. The Contractor shall supply all necessary labor, materials (including water, if not supplied) and equipment necessary for the total completion of the required work as per the Sherwin-Williams Specifications. The Contractor shall be responsible for and use care in the protection of the Owners' property; such as screens, windows, shrubbery, and walkways, and shall protect other areas not in this scope of work from paint and/or damage. If such damage occurs, the Contractor shall be solely responsible for the restoration of such damages as the result of the Contractor's or any employees of the contractor, except as noted below. The Contractor shall work with the manager to arrange for all automobiles and other vehicles to be removed from the work area to safeguard against possible damage.
2. All work shall be performed in a workmanlike manner by skilled mechanics and shall be carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Contractor shall maintain a full work force from the start to the completion of the project, providing a qualified foreman on the jobsite at all times. The Contractor shall ensure that all such mechanics shall be fully and properly clothed, in identifiable uniforms while working on the premises or entering any part of the work area.
3. All ladders and other materials shall be secured at the end of each workday. Upon completion of the work, the Contractor shall promptly (daily) remove all debris including debris resulting from pressure cleaning and scraping, material, and equipment, etc., and shall leave the premises of the jobsite clean and orderly.
4. The Contractor shall deliver, or have delivered, necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or label directions.
5. The Contractor shall arrange with the Manager for working space, space for material storage, and proper access to the areas where the work is to be performed.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC, EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before your start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Section C- : Owner Responsibilities:

The owner shall provide proper water and electric service for the preparation of materials and equipment necessary to complete the work. Use of sanitary facilities shall be by mutual consent.

It shall be the responsibility of the Owner to perform any trimming or pruning of foliage necessary to prevent any problems with the requirements of the coating work. The Owner shall be responsible to remove or protect loose objects in the work area that are not included in this scope of work. If such items are not removed, the contractor shall exercise due diligence to protect any such items, but will not be responsible for any damages. The Owner shall be responsible for providing proper parking space for vehicles, and equipment as necessary to complete all work.

Whenever possible, exterior work shall be performed from the exterior of the building. However, in the event it becomes necessary to enter the building the Owner shall be present for access and be in attendance for building entry.

Section D- : Safety & Public Conveyance:

The Contractor shall rope off and erect warning signs in areas where overspray, dripping, water intrusion resulting from pressure cleaning or any chance of damage or injury could occur. The contractor shall be responsible for job safety administration, (including tools, equipment, and work methods), and must be in compliance with applicable OSHA safety regulations. All work performed under this agreement shall be in strict with the Florida Building Code, industry standards, OSHA regulations, and local municipalities.

Section E- : Licenses, Payroll & Insurance:

The Contractor shall produce all necessary county and local licenses and permits where applicable. The Contractor shall also furnish copies of proper insurance, covering liability, property damage, workman's compensation and vehicle insurance and shall keep such insurance in force during the course of the prescribed work. The Contractor shall maintain a good credit rating with the Sherwin-Williams Company, in accordance with their terms and provisions, for the purpose of obtaining all necessary materials during the course of work. All work to be performed by in house employees covered by Worker's Compensation insurance. No worker will be allowed on site unless they are covered and exemption forms will not be accepted.

Section F- : Surface Preparation:

Proper surface preparation is the responsibility of the Contractor. Surfaces shall be prepared in accordance with methods accepted as industry standards. The following is a set of recommendations necessary to achieve the proper surface of the substrate to allow for the long-term adhesion of the specified coatings. Test applications of each coating are the responsibility of the contractor, to ensure compatibility with the substrate, and adhesion and other characteristics of the new coating, as well as any previous coatings. As new coatings dry, the surface tension created by the curing process can cause peeling if there is insufficient adhesion of any of the underlying paint films. Certain colors and/or materials may require more than one coat to properly cover the existing substrate color, and allowances must be made for this and coverage determined prior to the beginning of the job. **Adhesion tests should be performed by The Contractor prior to submitting the bid in order to anticipate poor adhesion of underlying paint films.**

Section F- : Surface Preparation (Continued):

Glossy surfaces of old paint films must be clean and dull before repainting. Recognize that any surface preparation short of total removal of the existing (old) coating may compromise the service length of the system. Rust can be a severe and recurring problem. Proper millage and pinhole-free installation are key to retarding rust. Rust may reoccur and is not considered to be a paint/coating failure and is not covered under the Sherwin Williams Warranty.

Coating performance is affected by proper surface preparation and application. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coatings failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system. **Peeling surfaces must be removed where previous coats of paint were improperly prepared in the past.** These surfaces may peel if the surface is not properly prepared. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F.

Many times as works progresses situations arise that are unforeseen or problems are uncovered that are outside of the scope of the Contractor's work. When such situations arise, the Contractor shall stop work on this area and the Owner and Contractor should come to some mutual agreement prior to the resumption of work. At no time is the Contractor to continue such new work without written agreement from the Owner if any additional charges are to be billed beyond the original contract amount.

PRESSURE CLEANING:

The Contractor is to chemically clean with an industrial degreaser solution or similar solution to remove all mildew & existing oils & grease. Pressure clean with a minimum 3500 psi pressure washer using a 15-25 degree spray tip, peeling, blistering and flaking paint, excessive chalk residue, salt and other foreign matter, and by means of wire brushing or hand tool scraping.

Do not start the pressure cleaning procedure unless sealing will follow within two to three weeks. Any longer and additional pressure cleaning may be necessary.

NOTE: Aggressive cleaning techniques, necessary for proper preparation of the surface, may uncover some hidden defects or structural problems in the substrate. If this happens, work should cease until an equitable solution can be reached between the owner and contractor as to how to proceed

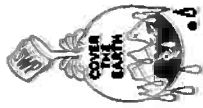
EXTERIOR MASONRY SURFACES

The contractor is to carefully smooth out all patches that are done on the building. All loose or broken masonry must be removed and repaired/replaced (see below). After mildewcide, and pressure cleaning, apply sealer prior to repairing cracks. Repair all hairline cracks as required using Elastomeric Vertical Wall Patch. Cracks less than 1/16" shall be filled with brush grade sealants, and have the edges feathered to insure a uniform surface with the surrounding surfaces. All masonry cracks greater than 1/16" shall be tooled out to form a 'v' shape. Completely fill all cracks with brush grade sealant over the patch to cover it to a depth of 1/16" then feathered to blend in with the surrounding stucco surface and texture as closely as possible.

CAULKING:

All perimeter joints are to be inspected. All deteriorating caulking shall be removed as well as any dirt and/or foreign matter, and then properly replaced with **Sherwin-Williams Sher-max**, up to 1/2" depth and width, according to the manufacturer's recommendations.

The Contractor shall seal all perimeter joints around windows and doors, and any stucco band, expansion joints, at the joints where dissimilar materials meet, and or other areas where water intrusion may result. Tool after application to match the surrounding surfaces.



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108.20A

LOXON®
Conditioner

A24W01100 Guide Coat White
A24V01100 Clear

| | As of 1/2/07 2014, Complies w/: | |
|-----------------|---------------------------------|-------------|
| OTC | Yes | LEED® v3 C |
| SCAQM | Yes | LEED® v3 NC |
| CFR II | Yes | LEED® v3 CS |
| CAR II SCM 2007 | Yes | LEED® H |
| MRI | | NGBS |

CHARACTERISTICS

Loxon Conditioner is a 100% acrylic emulsion conditioner that will penetrate and seal interior and exterior surfaces and bond light chalk to the surface. With excellent alkali and efflorescence resistance, this sealer allows new concrete, stucco, and other cementitious surfaces to be coated prior to a 30-day cure, and will adhere to new or existing concrete with a pH of 6 to 13.

Color: Guide-Coat White & Clear
Coverage: 200-300 sq ft/gal
Drying Time, @ 77°F, 50% RH:
 Drying and recoat times are temperature, humidity and film thickness dependent.
Touch: 30 minutes
Tack free: 1 hour
Recoat: 3 hours
Flash Point: N/A

Tinting with CCE:
 Requires ColorCast Ectoner colorant for tinting. If desired, up to 1 oz per gallon of ColorCast Ectoner colorant can be used to approximate the topcoat color. Check color before use.
Vehicle Type: Proprietary Acrylic

Guide Coat White A24W01100
VOC (less exempt solvents):
 As per 40 CFR 59.406 and SOR/2009-264, s.12
 <50 g/L; <0.42 lb/gal
White
Volume Solids: 18 ± 2%
Weight Solids: 24 ± 2%
Weight per Gal: 8.92 lb

Clear A24V01100
VOC (less exempt solvents):
 As per 40 CFR 59.406 and SOR/2009-264, s.12
 <50 g/L; <0.42 lb/gal
Clear
Volume Solids: 16 ± 2%
Weight Solids: 17 ± 2%
Weight per Gal: 8.44 lb

SPECIFICATION

Masonry, Concrete, Stucco, Block
 1 ct. Loxon Conditioner
 2 cts. Appropriate architectural topcoat
 For maximum resistance to efflorescence, you must topcoat with one of the Loxon or Loxon XP Coatings.
 On exterior applications, Loxon Conditioner must be topcoated within 7 days or the surface may need to be re-cleaned.
 If the surface requires a full bodied prime /block filler coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer or Loxon Block Surfacer.

- For use on these surfaces:**
- Concrete
 - Concrete Block
 - Brick
 - Stucco
 - Fiber Cement Siding
 - Mortar
 - EIFS Exterior Wall Cladding

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

New and Previously Painted
 Remove all surface contamination (peeling paint, heavy chalk, efflorescence, laitance, concrete dust, etc.) by washing or pressure washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Masonry/Concrete/Stucco & Block
 Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and form release and curing agents. Concrete and mortar must be cured at least 7 days at 75°F. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Masonry surfaces must be dry, 15% or less of water and within a pH range of 6 to 13.

Brick
 Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.



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108.20A

LOXON®
Conditioner

A24W01100 Guide Coat White
A24V01100 Clear

SURFACE PREPARATION

Mildew
Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.
Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

APPLICATION

Do not build a surface glaze.
Do not apply to a damp surface.
Do not apply over heavy chalk.
Do not apply if the surface temperature is below 50°F, when rain is expected within 3 hours, or when the relative humidity is 90% or more.
No reduction necessary.
Brush
Use a nylon/polyester or foam brush.
Roller
Use a 3/8" to 3/4" nap synthetic cover.
Spray—Airless
Pressure..... 700-1000 psi
Tip..... .015" - .019"

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

CAUTIONS

Protect from freezing.
Not for use on floors.
Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

H0TW 12/07/2015 A24W01100 09 00
SP, FRC

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**SHERWIN
WILLIAMS.**

| | |
|----------------------------------|-----|
| As of 11/29/2017. Complies with: | |
| OTC | Yes |
| LEED® (v9 NC-CI) | N/A |
| OTC-Phase II | Yes |
| LEED® (v9 CS) | N/A |
| SCAQMD | Yes |
| LEED® v4 Emissions | N/A |
| CARB | Yes |
| LEED® v4 VOC | Yes |
| CARB SCM/2007 | Yes |
| Canada | Yes |
| MPI | Yes |

CHARACTERISTICS

Resilience Exterior is a high quality exterior finish with MoistureGuard™ Technology for excellent early moisture resistance. This product, which has improved resistance to early dirt pick up, is recommended for use on aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F. **VinylSafe™** paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.

Color:

Most colors
To optimize hide and color development, always use the recommended P-Shadow primer

Coverage:

350 - 400 sq ft/gal
@ 4 mils wet; 1.6 mils dry

Drying Time, @ 50% RH:

@ 45°F + 2 hours

@ 35-45°F 2 hours

Touch: 24-48 hours

Recoat: 4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish:

10-20 units @ 60°

Tinting with CCE:

Strength

oz/gal

Extra White Sher-Color

Deep Base Sher-Color

Ultra Deep 10 -12 Sher-Color

Light Yellow 0-12 Sher-Color

Primary Red 0-12 Sher-Color

Vivid Yellow 0-12 Sher-Color

Extra White K43W00051

(may vary by base)

VOC (less exempt solvents):

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids:

39 ± 2%

Weight Solids:

52 ± 2%

Flash Point:

10.59 lb N/A

Vehicle Type:

100% Acrylic

WVP Perms (US

grains/(hr ft² in Hg)

25.11

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

102.18

RESILIENCE®

Exterior Latex Satin

K43W00050 Super White

K43W00051 Extra White

K43W00053 Deep Base

K43T00054 Ultra Deep Base

K43Y00056 Light Yellow

K43R00058 Primary Red

K43Y00057 Vivid Yellow

SPECIFICATIONS

Aluminum & Aluminum Siding¹

2 cts. Resilience Exterior Latex

Concrete Block, CMU, Split face Block

1 ct. Loxon Block Surfacer

2 cts. Resilience Exterior Latex

Brick

1 ct. Loxon Conditioner²

2 cts. Resilience Exterior Latex

Cement Composition Siding/Panels

1 ct. Loxon Concrete & Masonry Primer/Sealer²

or Loxon Conditioner²

2 cts. Resilience Exterior Latex

Galvanized Steel¹

2 cts. Resilience Exterior Latex

Stucco, Cement, Concrete

1 ct. Loxon Concrete & Masonry Primer/Sealer²

2 cts. Resilience Exterior Latex

Plywood

2 cts. Resilience Exterior Latex

1 ct. Exterior Latex Wood Primer

2 cts. Resilience Exterior Latex

Steel¹

1 ct. All Surface Enamel Primer²

2 cts. Resilience Exterior Latex

Vinyl Siding*

2 cts. Resilience Exterior Latex

Wood, Composition Board

1 ct. Exterior Oil-Based Wood Primer

2 cts. Resilience Exterior Latex

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

² Not for use at temperatures under 50° F. See specific primer label for that product's application conditions.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SURFACE PREPARATION

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Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding/Panels

Remove all dirt, dust, grease, oil, loose particles, lantance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer/Sealer.

Caulking

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.



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102.18

RESILIENCE®

Exterior Latex Satin

K43W00050 Super White
K43W00051 Extra White
K43W00053 Deep Base
K43T00054 Ultradeep Base
K43Y00056 Light Yellow
K43R00058 Primary Red
K43Y00057 Vivid Yellow

SURFACE PREPARATION

Masonry, Concrete, Cement, Block
All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.

Steel

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

***Vinyl or other PVC Building Products**
Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSate® Colors are used. If VinylSate colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Wood, Plywood, Composition Board

Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.

SURFACE PREPARATION

Mildew

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 1-1½ hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush - Use a nylon/polyester brush.

Roller - Use a 3/8" - 3/4" nap synthetic cover.

Spray—Airless

Pressure 2000 psi

Tip015"-.019"

CAUTIONS

For exterior use only.
Protect from freezing.
Non-photochemically reactive.
Not for use on floors

Before using, carefully read **CAUTIONS** on label.

HOTW 11/29/2017 K43W00051 32 39

Viet. FRC, SP, KOR

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.



125.20

KEM KROMIK® UNIVERSAL METAL PRIMER

As of 08/25/2017. Complies with:

| | | | |
|---------------|----|------------|-----|
| LOTG | No | LEED® v3.1 | No |
| OTC Phase II | No | LEED® v3.1 | No |
| SAQMD | No | LEED® v3.1 | No |
| CARB | No | LEED® v4 | No |
| CARB SCM 2007 | No | LEED® v4 | No |
| Canada | No | MPI | Yes |

B50NZ0006 BROWN
B50WZ0001 OFF WHITE
B50AZ0006 GRAY

CHARACTERISTICS

KEM KROMIK UNIVERSAL METAL PRIMER is a rust inhibiting, modified phenolic alkyd resin primer designed for use over iron and steel substrates. Can be used as a universal primer under high performance topcoats. Suitable as a barrier coat over conventional coatings which would normally be attacked by strong solvents in high performance coatings.

Features:

- High film build to protect sand blasted steel
- Corrosion resistant
- Universal, can be topcoated with epoxies and urethanes
- Exterior/interior metal primer
- Suitable for use in USDA inspected facilities

For use on properly prepared:

- Steel

Recommended for use in:

- Shopcoat primer
- Maintenance primer
- Structural steel
- Machinery
- Structural steel
- Marine vessels

Tinting:

Shelf Life: 36 months, unopened
Finish: Flat

White B50WZ0001

(may vary by base)
VOC(less exempt solvents) 389 g/L - 3.24 lb/gal
(as per 40 CFR 59.406 and SOR/2009-264, s. 12)
Volume Solids: 55 ± 2%
Weight Solids: 75 ± 2%
Weight per Gallon: 12.86 lb/gal ± .2 lb
Flash Point: 80°F TCC

Brown B50NZ0006

(may vary by base)
VOC(less exempt solvents) 409 g/L - 3.24 lb/gal
(as per 40 CFR 59.406 and SOR/2009-264, s. 12)
Volume Solids: 53 ± 2%
Weight Solids: 73 ± 2%
Weight per Gallon: 12.62 lb/gal ± .2 lb
Flash Point: 80°F TCC

SPECIFICATIONS

Color: White, Brown & Gray
Recommended Spread Rate per coat: White B50WZ0001 (varies by base)
wet mils: 6.0 - 8.0
dry mils: 3.3 - 4.4
coverage: 267 - 200 sq ft/gal approximate
Theoretical coverage: 882 sq ft/gal @ 1 mil dry
Drying Schedule @ 6.0 mils wet, 50% RH:
@ 40°F/4.5°C @ 77°F/25°C @ 110°F/43°C
To touch: 2 hours 30 minutes 15 minutes
Tack handle: 2.5 hours 1 hour 20 minutes
To recoat: with itself & alkyds 2.5 hours 1 hour 45 minutes
To recoat*: 36 hours 16 hours 16 hours
To cure: 7 days 7 days 7 days

* Recoat with hot solvents or high performance coatings. For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer. Drying and recoat times are temperature, humidity, and film thickness dependent.

RECOMMENDED SYSTEMS

Steel: Pro Industrial Waterbased Alkyd-Urethane
Pro Industrial Multi-Surface Acrylic
1-2 cts. Topcoat: Pro Industrial Pre-Catalyzed Epoxy & Urethane
Acceptable Topcoats: Pro Industrial Urethane Alkyd Enamel
Acrolon 218 HS Polyurethane Pro Industrial Waterbased Acrolon 100
Hi-Solids Polyurethane Sher-Cryl
Industrial Enamel Silver-Brite Aluminum
Macropoxy HS Epoxy Steel Master 9500
Metalatex Semi-Gloss Enamel Tile-Clad HS Epoxy
Pro Industrial Acrylic
Pro Industrial DTM Acrylic
Pro Industrial Waterbased Epoxy

The systems listed above are representative of the product's use, other systems may be appropriate. Other topcoats may be appropriate.

System: (unless otherwise indicated)

Substrate: Steel
Surface Preparation: SSPC-SP6/NACE 3
Primer: 1ct. Kem Kromik Universal Metal Primer @ 3.0 - 4.4 mils dft/ct.

Adhesion¹: Method: ASTM D3359
Result: 4B
Corrosion Resistance¹: Method: ASTM D5894, 1008
Result: Pass
Dry Heat Resistance: Method: ASTM D2485
Result: 200°F
Flexibility¹: Method: ASTM D522,
1/4" mandrel
Result: Pass
Fineness of grind²: Method: Hegman
Result: 4 Hegman minimum
Sag Test²: Method: ASTM D4400
Result: 12 mils minimum
Viscosity²: 84-94 KU
Water Resistance¹: Result: Pass

¹ 1ct. Kem Kromik Primer 4.5-5 WFT² Standard test based on Certificate of Analysis



KEM KROMIK® UNIVERSAL METAL PRIMER

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Iron & Steel- Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SPT1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils). Prime any bare steel within 8 hours or before flash rusting occurs.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Other substrates may or may not be appropriate. If a specific substrate is not listed above, consult your Sherwin-Williams representative for more information.

As a "Barrier" Coat - If it is necessary to topcoat a previously painted surface with chemically resistant or strong solvent topcoats, Kem Kromik Universal Metal Primer can be used as a barrier coat to help reduce lifting. Apply a coat of Kem Kromik Universal Metal Primer to a small area to test for adhesion or bleeding. If there is evidence of either poor adhesion or bleeding, clean surface to bare steel and apply recommended system.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build.

SAFETY PRECAUTIONS

Refer to the SDS sheets before use. **FOR PROFESSIONAL USE ONLY**
Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

PERFORMANCE TIPS

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use. Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle. Not recommended for immersion service or exposure to acids, alkalis, or strong solvents. Intimate contact with the steel surface and primer is necessary for adequate rust inhibition and adhesion.

For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.

APPLICATION

Refer to the SDS sheet before use
Temperature: 40°F(4.5°C) minimum
120°F(49°C) maximum
(Air, surface, and material)
At least 5°F above dew point
Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer Not recommended
Clean Up Xylene, R2K4
Airless Spray
Pressure 1800-3000 psi
Hose 1/4" ID
Tip015-.019"
Filter60 mesh

Conventional Spray

Gun Binks 95
Fluid Nozzle 63C
Air Nozzle 63PB
Atomization Pressure 50 PSI
Fluid Pressure 15-20 PSI

Brush Natural Bristle

Roll 3/8" woven with solvent resistant core

If specific application equipment is not listed above, equivalent equipment may be substituted

CLEANUP INFORMATION

Clean spills, spatters & tools with compliant cleanup solvent. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

| | | | |
|------|------------|-----------|--------|
| HOTW | 08/09/2017 | B50NZ0006 | 37 409 |
| HOTW | 08/09/2017 | B50WZ0001 | 38 389 |
| HOTW | 08/09/2017 | B50AZ0006 | 19 386 |

\$P

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**SHERWIN
WILLIAMS.**

PRO

INDUSTRIAL™

| As of 03/10/2017. Complies with: | |
|----------------------------------|-----|
| OTC | Yes |
| LEED® v4 NC CI | Yes |
| OTC Phase II | Yes |
| LEED® v4 CS | Yes |
| SCAQMD | Yes |
| LEED® v4 TRS | Yes |
| CARB | Yes |
| LEED® v4 Emissions | Yes |
| CARB SCM 2007 | Yes |
| LEED® v4 VOC | Yes |
| Canada | Yes |
| MPI | Yes |

CHARACTERISTICS

Pro Industrial DTM Acrylic coating is an interior/exterior, water based, corrosion resistant acrylic coating for light to moderate industrial use. Designed for new construction or maintenance use and can be used directly over prepared substrates.

- Chemical resistant
- Corrosion resistant
- Fast dry
- Flash rust/early rust resistant
- Suitable for use in USDA inspected facilities

Color:

most colors

Recommended Spread Rate per coat:
Wet mils: 6.0 - 9.5
Dry mils: 2.5 - 4.0
Coverage: 170 - 275 sq ft/gal

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Time @ 6.0 mils wet 50% RH:

@ 50°F @ 77°F @ 110°F

To touch: 1 hr 20 min 10 min
Tack free: 2 hrs 45 min 30 min
To recoat: 2 hrs 1 hr 1 hr
Drying time is temperature, humidity, and film thickness dependent.

Finish: 10-20@ 60° Eg-Shel

Flash Point: N/A

Shelf Life: 36 months, unopened
Store indoors at 40°F to 100°F.

Tinting with CCE:

| Base | oz/gal | Strength |
|--------------|--------|-----------|
| Extra White | 0-6 | Shercolor |
| Deep Base | 6-12 | Shercolor |
| Ultra-deep | 10-12 | Shercolor |
| Real Red | 0-12 | Shercolor |
| Vivid Yellow | 0-14 | Shercolor |

Extra White B66W01251

(may vary by color)

VOC (less exempt solvents): Unreduced:

As per 40 CFR 59.406 and SOR/2009-264, s.12 <50 g/L; 0.42 lb/gal

Volume Solids: 42 ± 2%

Weight Solids: 55 ± 2%

Weight per Gallon: 10.61 lb/gal ±2%

GREENGUARD



PROBATE CERTIFIED FOR
LOW CHEMICAL EMISSIONS
UL-CQ-066 UL-318

GOLD

113.06

DTM
ACRYLIC EG-SHEL

B66W01251 Extra White
B66W01253 Deep Base
B65T01254 Ultra-deep
345R01253 Real Red
366Y01257 Vivid Yellow

RECOMMENDED SYSTEMS

Steel*: 2 cts. Pro Industrial DTM Acrylic

Steel: Acrylic Primer

1 ct. Pro Industrial Pro-Cryl Primer

or Pro Industrial DTM Primer/Finish

1-2 cts. Pro Industrial DTM Acrylic

Steel: Zinc primer Atmospheric

1 ct. Zinc Clad DOT

or Zinc Clad III HS

2 cts. Pro Industrial DTM Acrylic

Aluminum:

1-2 cts. Pro Industrial DTM Acrylic

Concrete Block:

1 ct. Pro Industrial Heavy Duty Blockfiller

1-2 cts. Pro Industrial DTM Acrylic

Concrete/Masonry:

1 ct. Loxon Concrete & Masonry Primer

1-2 cts. Pro Industrial DTM Acrylic

Drywall

1 ct. ProMar 200 Zero VOC Primer

1-2 cts. Pro Industrial DTM Acrylic

Galvanizing:

2 cts. Pro Industrial DTM Acrylic

Prefinished Siding:(Baked-on finishes)

1 ct. DTM Bonding Primer

1-2 cts. Pro Industrial DTM Acrylic

Wood, Exterior:

1 ct. Exterior Wood Primer

1-2 cts. Pro Industrial DTM Acrylic

Wood, Interior:

1 ct. Premium Wall & Wood Primer

1-2 cts. Pro Industrial DTM Acrylic

* Safety colors, Deep Base and Ultra-deep colors require a prime coat for maximum durability, adhesion, and corrosion protection. Application of coating on unpainted bare steel may cause pinpoint rusting.

System Tested: (unless otherwise indicated)

Substrate: Steel

Surface Preparation: SSPC-SP10

Finish: Pro Industrial DTM Acrylic, B66W01251 – 2 cts @ 3.0 mils dft/ct

Adhesion:

Method: ASTM D4541

Result: > 500 psi

Corrosion Weathering:

Method: ASTM D5894, 1680 hours,

5 cycles

Result: Rating 9F, per ASTM D714

for blistering

Rating 9, per ASTM D1654

for corrosion

Direct Impact Resistance:

Method: ASTM D2794

Result: > 160 in. lb

Dry Heat Resistance:

Method: ASTM D2485

Result: 300°F

Flexibility:

Method: ASTM D522, 180° bend,

1/8" mandrel

Result: Pass

Humidity Resistance:

Method: ASTM D4585, 1000 hours

Result: Rating 10 per ASTM D714 for

blistering

Rating 10 per ASTM D1654 for

corrosion

Pencil Hardness:

Method: ASTM D3363

Result: 6B, 7 day air dry

Salt Fog Resistance:

Method: ASTM B117, 500 hours

Result: Rating 8F per ASTM D714 for

blistering

Rating 8 per ASTM D1654 for

corrosion

PRO INDUSTRIAL DTM ACRYLIC EG-SHEL



SHERWIN-WILLIAMS

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete and Masonry - For surface preparation, refer to SSPC-SP13/NACE 6 or ICRI Q3732, CSP 1-3. Surfaces should be thoroughly cleaned and dry. Surface temperatures must be at least 55°F before filling. If required for a smoother finish, use the recommended filler/surfacer. The filler/surfacer must be thoroughly dry before topcoating per manufacturer's recommendations. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

Wood - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Zinc Primers - Refer to the zinc technical data sheet application procedures and performance tips prior to topcoating.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

SAFETY PRECAUTIONS

Refer to the SDS sheets before use. **FOR PROFESSIONAL USE ONLY.**
Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

APPLICATION

Refer to the SDS before using
Temperature: 50°F minimum
110°F maximum

(Air, surface, and material)
At least 5°F above dew point
Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Airless Spray

Pressure..... 1500 psi
Hose..... 1/4" ID
Tip..... .017" - .021"
Filter..... .60 mesh
Reduction..... Not recommended

Conventional Spray

Gun..... Binks 95
Fluid Nozzle..... 66
Air Nozzle..... 63PB
Atomization Pressure..... 50 PSI
Fluid Pressure..... 10-20 PSI
Reduction..... Not recommended

Brush

Reduction..... Nylon / polyester
Due to this product's last dry performance, brushing should be limited to small areas where a wet edge can be maintained

Roller

Reduction..... 1/4-3/8" woven
If specific application equipment is listed above, equivalent equipment may be substituted.

CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HQTW 03/10/2017 866W01261 16 33
KOR, SP, FCC

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**SHERWIN
WILLIAMS.**

As of 03/01/2017. Complies with:

| | | | |
|--------------|-----|--------------------|-----|
| OTC | Yes | LEED® 09 CI | No |
| OTC Phase II | No | LEED® 09 NC | No |
| SCAQM D | No | LEED® 09 US | No |
| CARB | Yes | LEED® V4 Emissions | No |
| CARB SCM2007 | No | LEED® V4 VOC | No |
| Canada | Yes | MP1* | Yes |

109.31

EXTERIOR OIL-BASED Wood Primer

Y24W8020 (US)
Y24WQ8820 (Canada)

DESCRIPTION

Exterior Oil-Based Wood Primer is designed for blocking tannin, water, and other stains on exterior wood, manufactured siding, hardboard, rough sawn siding, and trim as a spot primer or overall primer.

- Penetrates and seals bare wood for strong adhesion and a long lasting finish
- Blocks stains from water, wood tannins and knots
- Resists mildew

For use on these surfaces:

- Pine
- Fir
- Cedar
- Redwood
- Oak
- Maple
- Ash
- Hardboard
- Primed Metal
- Previously Painted Surfaces

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

CHARACTERISTICS

Color: White
Coverage: 350 - 400 sq ft/gal
@ 4 mils wet; 2.3 mils dry

Drying Time, @ 50% RH:

@ 35-45°F @ 45°F+

Touch: 4-8 hours 2-4 hours

Recoat: 24-48 hours 24 hours
Drying and recoat times are temperature, humidity and film thickness dependent.

Flash Point: 115°F, PMCC

Finish: 0-18 units @ 85°

Vehicle Type: Alkyd

Y24W8020

VOC (less exempt solvents):

317 g/L; 2.64 lb/gal

As per 40 CFR 59.406 and SOR/2009-284, s.12

Volume Solids:

59 ± 2%

Weight Solids:

77 ± 2%

WYP Perms (US)

11.42 lb

grains/(hr ft² in Hg) 2.7

Tinting

Requires Blend-A-Color Toner for tinting. For best color development, use the recommended "P"-shade primer. If desired, up to 4 oz per gallon of Blend-A-Color Toner can be used to approximate the topcoat color. Check color before use.

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

SURFACE PREPARATION

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Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Seal stains from water, smoke, ink, pencil, grease, etc. with an appropriate primer sealer.

Wood, Composition Board - Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. Spot prime knots and sap streaks.

On woods that present potential tannin bleeding, such as redwood and cedar, Exterior Oil-Based Wood Primer can be used. Care must be taken to determine if tannins will be activated by the solvent in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 4 hours, proceed with complete priming. If bleeding occurs, use Exterior Latex Wood Primer.



**SHERWIN
WILLIAMS.**

109.31

EXTERIOR OIL-BASED Wood Primer

Y24W8020 (US)
Y24WQ8820 (Canada)

SURFACE PREPARATION

Mildew

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Caulking

Fill gaps between windows, doors, trim, and other through-wall openings with the appropriate caulk after priming the surface.

APPLICATION

Apply at temperatures above 35°F. No reduction necessary.

Brush

Use a natural bristle brush

Roller

Use a 3/8" - 3/4" nap synthetic cover

Airless Spray

Pressure2000 psi

Tip..... .019"-.021"

CLEANUP INFORMATION

Clean spills, spatters, and tools immediately with compliant clean up solvent. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

CAUTIONS

For exterior use only.
Non-photochemically reactive.
Not for use on horizontal surfaces, such as a roof, deck, or floor, or where water may collect.

Before using, carefully read **CAUTIONS** on label.

HOTW 03/01/2017 Y24W08020 34 317

FRC

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KOOLSEAL

REFLECTIVE ROOF COATINGS



RENEW. REFLECT. PROTECT.

**PREMIUM ELASTOMERIC
FINISH COAT -10 YR
KS0063600 WHITE**

FEATURES & BENEFITS

- 10 Year Warranty
- 100% acrylic roof coating
- Renews most roofing substrates
- Expands and contracts with the roof
- Long lasting protection and reflectivity



10 YEAR WARRANTY

PRODUCT DESCRIPTION

Kool Seal® Premium Elastomeric Finish Coat (KS0063600) is formulated using a 100% acrylic polymer that provides outstanding adhesion and superior reflectivity. Formulated to resist cracking and peeling, Kool Seal® Premium Elastomeric Finish Coat provides excellent waterproofing capabilities. Ten Year Warranty

RECOMMENDED USES

- Metal, single ply, smooth BUR, modified bitumen, polyurethane foam, concrete, existing asphaltic and elastomeric roof coatings and other approved surfaces.
- NOT for use on roof shingles
- EPDM rubber roofs must primed with Kool Seal Elastomeric Base Coat Gray

PRODUCT CHARACTERISTICS

| | |
|----------------------|---|
| Technology | 100% Acrylic |
| Color | White |
| Volume Solids | 45% ± 2% |
| Weight Solids | 58% ± 2% |
| VOC | < 50 g/L |
| Drying Time | Exposure to rain or heavy dew: 4-6 hours Between coats and before foot traffic: 24 hours minimum |

Dry time is temperature, humidity and film thickness dependent

COVERAGE RATES

It is recommended to prime the roof substrate with Kool Seal Elastomeric Base Coat Gray at 50-100 sq ft per gallon followed by Kool Seal Elastomeric Finish Coat at 50-100 sq ft per gallon per coat. Rough/porous surfaces will require additional coating. Two coats recommended.

EPDM rubber roofs must be primed with Kool Seal Elastomeric Base Coat Gray. (Refer to KS0034600 for coverage rate)

DO NOT DILUTE THIS PRODUCT

ORDERING INFORMATION

| Part Number | Color/Size |
|--------------|---------------------------|
| KS0063600-16 | White (0.9 Gallon) |
| KS0063600-20 | White (4.75 Gallon Pail) |

KOOL SEAL

REFLECTIVE ROOF COATINGS



REVIEW REFLECT PROTECT.

**PREMIUM ELASTOMERIC
FINISH COAT-10 YR
KS0063600 WHITE**

SURFACE PREPARATION

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Surface must be power washed (minimum 2,000 psi) to remove dirt, and other foreign matter which could prevent proper adhesion. Surfaces must be completely dry prior to coating. **IMPORTANT: Where ponding water conditions persist beyond 48 hours, roof drains or other corrective measures must be installed to eliminate water build-up prior to coating the roof.** Repair all cracks, breaks, open seams and other imperfections with Kool Seal® Storm Patch® Acrylic Patching Cement and Kool Seal® Storm Patch® Polyester Fabric. Apply Kool Seal® Storm Patch® Acrylic Rust Primer to existing rusted areas.

APPLICATION

Do not apply below 50°F (10°C) or when rain is forecast. Applications during periods of low temperature and high humidity will extend dry time. **KEEP FROM FREEZING.**

Thoroughly mix product prior to application. Airless spray or apply with a low nap roller or broom at the appropriate coverage rate. Allow adequate drying time between coats. Two coats recommended. For specific application guidelines, call 888-321-KOOL (5665).

CLEANUP

Warm, soapy water

CAUTIONS

- Use with adequate ventilation.
- Keep out of the reach of children.
- Use a NIOSH-approved respirator, when necessary.
- Do not take internally.
- In case of ingestion, CALL A PHYSICIAN immediately. DO NOT induce vomiting.
- If splashed in the eyes, flush thoroughly with clean water for a minimum of 15 minutes. CALL A PHYSICIAN immediately. May cause irritation to the skin. If brought into contact with the skin, wash thoroughly with soap and water. Seek medical attention if redness or irritation occurs. Avoid breathing vapors and spray mist. Reseal container after each use. Wear protective clothing, gloves and goggles. Read MSDS before using product.

LIMITED WARRANTY

For 10 years from date of purchase, if this product fails to perform in accordance with the specifications set forth on this label when applied according to label directions, as your sole and exclusive remedy, upon proof of purchase, we will replace the product at no cost or refund the original purchase price. Labor or costs associated with labor not included. This warranty is made to the original purchaser only and is not transferable. This warranty excludes failure due to improper surface preparation, structural defects, or failure of other previously applied products. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, WHICH ARE ALL DISCLAIMED AND/OR LIMITED IN DURATION TO THE EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE WHATSOEVER. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TECHNICAL SERVICES

1-888-321-KOOL (5665) www.koolseal.com

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KOOLSEAL™

REFLECTIVE ROOF COATINGS

KOOL SEAL®

PREMIUM ROOF PAINT



FEATURES & BENEFITS

- 5 Year warranty
- Premium Grade
- 100% Acrylic formula
- Tintable to a wide range of colors
- Available in flat, satin and semi-gloss finish

PRODUCT DESCRIPTION

Kool Seal® Premium Roof Paint is a 100% acrylic coating that is tintable to a wide range of colors. This premium formulation is UV resistant, and won't chalk, crack or peel from a properly prepared surface. This decorative coating resists fading and the dry coating of this paint mildew resistant.

RECOMMENDED USES

- Flat Cement Tile
- Barrel Cement Tile
- Metal Roof

PRODUCT CHARACTERISTICS

| | |
|---------------|---------------------------------|
| Technology | Acrylic |
| Tint Bases | Extra White / Deep / Ultra Deep |
| Volume Solids | 36% ±2% |
| Weight Solids | 50% ±2% |
| VOC | <50 g/L |

Drying Time

@ 77°F, 50% RH
To touch: 2 hours
To recoat: 4 hours

Dry time is temperature, humidity and film thickness dependent

APPLICATION RATE FOR EACH COAT

Flat Cement Tile: 200 sq. ft./gal
Barrel Cement Tile: 150 sq.ft./gal
Metal: 200 sq.ft./gal

Note: Actual coverage will vary depending on porosity of surface. Apply two coats to all surfaces at the above rates.

ORDERING INFORMATION

| Part Number | Sheen/Size |
|--------------|--|
| KST053500-20 | Extra White Flat (5-Gallon Pail) |
| KST053505-20 | Deep Base (5-Gallon Pail) |
| KST053509-20 | Ultra Deep Base Flat (5-Gallon Pail) |
| KST053510-20 | Extra White Satin (5-Gallon Pail) |
| KST053515-20 | Deep Base Satin (5-Gallon Pail) |
| KST053519-20 | Ultra Deep Base Satin (5-Gallon Pail) |
| KST053520-20 | Extra White Semi Gloss (5-Gallon Pail) |
| KST053525-20 | Deep Base Semi Gloss (5-Gallon Pail) |
| KST053529-20 | Ultra Deep Base Semi Gloss (5-Gallon Pail) |

KOOLSEAL™

REFLECTIVE ROOF COATINGS

KOOL SEAL®

PREMIUM ROOF PAINT

SURFACE PREPARATION

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Uncoated: Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalk, form release agents, moisture curing membranes, etc. Mildew – Remove before painting by washing with a solution of 1 quart liquid bleach and 3 quarts of water. Apply the solution and scrub the area. Allow the solution to remain on the surface for 10 minutes. Rinse with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution. Sand glossy surfaces dull. Concrete and mortar must be cured - usually about 30 days. If coating before 30 day cure, or if pH is higher than 8, prime with a concrete primer.

Previously Painted:

All old, peeling, flaking paint must be removed.

APPLICATION

For most applications, a minimum of two coats is required for maximum performance and uniform appearance. Stir thoroughly before and during application. Intermix all containers to ensure color uniformity.

DO NOT THIN.

Brush – Use a nylon/polyester brush

Roller – Use a 3/8" - 1/2" nap cover

Spray – Airless Pressure: 2000 psi Tip: .015" - .025"

CAUTIONS

For exterior use only. Protect building inlets from product vapors or fumes. DO NOT allow product to freeze. Protective clothing, gloves and eyewear should be used during application of these products. When transporting this product, ensure that lid is tight and pail secure and upright. DO NOT allow pail to tumble as this may cause lid to loosen and leakage to occur. Do not transport on passenger seats or inside the passenger compartment of any vehicle. Seal container when not in use. Do not walk on coating until fully cured.

APPLICATION CONDITIONS

Do not apply below 50°F or when rain is forecast. Application during periods of low temperature or high humidity will extend dry time. Allow 4-6 hours for coating to dry prior to being subjected to rain, heavy dew or temperatures below 50°
KEEP FROM FREEZING.

CLEANUP

Clean hands, tools, and spills and spatters immediately with soap and warm water. After cleaning, flush spray equipment to prevent rusting of the equipment.

5 YEAR LIMITED WARRANTY

Kool Seal and The Sherwin-Williams Company warrants Kool Seal Premium Acrylic Roof Paint to be free from defects in materials and manufacturing for 5 years from the date of application. Under this warranty, we will provide, at no charge, a quantity of Kool Seal Premium Roof Paint sufficient to replace any Kool Seal Premium Roof Paint proven to be defective when applied according to our written instructions and in applications recommended by us as suitable for the product. **THIS LIMITED WARRANTY IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST KOOL SEAL AND THE SHERWIN-WILLIAMS COMPANY REGARDING THE PRODUCT. IN NO EVENT SHALL UNIFLEX OR THE SHERWIN-WILLIAMS COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE PRODUCT.** Since methods of application and on site conditions can affect performance, KOOL SEAL AND THE SHERWIN-WILLIAMS COMPANY MAKE NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PRODUCT, AND KOOL SEAL AND THE SHERWIN-WILLIAMS COMPANY HEREBY DISCLAIM ALL SUCH OTHER WARRANTIES.

TECHNICAL SERVICES

1-888-321-KOOL (5665) www.koolseal.com

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EXHIBIT "B-2"
MANUFACTURER'S WARRANTY



THE SHERWIN-WILLIAMS COMPANY
TEN (10) YEAR LIMITED WARRANTY
MATERIALS ONLY

SAMPLE

This Limited Warranty is issued by The Sherwin-Williams Company ("SW") to Insert name and address of Owner ("Owner") for the Coating System applied by Owner's painting contractor to a Suitable Substrate at the Project.

1. **LIMITED WARRANTY.** In the event that a Covered Warranty Claim occurs during the Warranty Period, SW shall supply the replacement coatings necessary to repair such Covered Warranty Claim.

2. **SCOPE OF WARRANTY.** This Limited Warranty is issued by SW to Owner for the Coating System purchased by Owner from SW and applied to a Suitable Substrate at the Project; provided, however, in the event that the Coating System used on the Project is purchased from SW by Owner's painting contractor rather than by Owner directly, SW and Owner acknowledge and agree that this Limited Warranty shall be for the benefit of Owner.

3. **CONDITIONS OF WARRANTY.** SW's obligation to supply replacement coatings pursuant to this Limited Warranty is contingent upon the following conditions being satisfied. The failure of Owner and/or Owner's painting contractor to comply with any of the conditions specified in this Paragraph 3 shall relieve SW of any liability under this Limited Warranty.

(a) Owner and/or Owner's painting contractor shall obtain written specifications and instructions from SW prior to the application of the Coating System and the Owner's painting contractor shall apply the Coating System in strict accordance with such specifications and instructions.

(b) The specifications and instructions shall be followed in all respects with regard to storage, product handling, surface preparation, application and other requirements.

(c) Owner has complete responsibility for ensuring that the Owner's painting contractor complies fully with such specifications and instructions, notwithstanding periodic visits to the Project by any representative of SW and notwithstanding any representations made by any representative of SW to the contrary.

(d) Owner and Owner's painting contractor shall maintain application records to assist SW in evaluating the validity of any claim made by Owner under this Limited Warranty.

(e) It shall be the responsibility of Owner and/or Owner's painting contractor to perform repairs on the Coating System at the Project if a defect is discovered which is not the responsibility of SW pursuant to this Limited Warranty. Such repairs shall be made by Owner, at the expense of Owner and/or Owner's painting contractor. All repairs shall be made by using only those products satisfactory to SW and in accordance with repair specifications supplied by SW.

(f) Owner shall submit all claims pursuant to this Limited Warranty in accordance with Paragraph 4 of this Limited Warranty.

(g) Owner shall have made full payment to SW for the Coating System under this Limited Warranty.

4. **CLAIMS.** To assert any claim under this Limited Warranty, Owner shall notify SW in writing within thirty (30) days after Owner has actual or constructive notice of an alleged Covered Warranty Claim. Such claim shall be sent to: The Sherwin-Williams Company, SW District Office, 317 North Federal Hwy., Fort Lauderdale, FL 33301, ATTENTION: District Manager.

All claims shall include proof of purchase and shall provide details explaining the nature of the claim and the date of detection. Owner waives any claims not made in this manner during the Warranty Period. SW shall have a full and complete opportunity to inspect any alleged Covered Warranty Claim and review any records concerning the alleged Covered Warranty Claim.

5. **WARRANTY PERIOD APPLICABLE TO A REPAIR.** The Warranty Period shall not be extended by the repair of any Covered Warranty Claim pursuant to this Limited Warranty. Any replacement coatings furnished by SW pursuant to this Limited Warranty shall be covered by the terms of this Limited Warranty for the remaining term of the original Warranty Period provided that such replacement coatings are applied in accordance with SW's specifications and instructions.

6. **EXCLUSIVE REMEDY.**

(a) **THE LIMITED WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR THE PERFORMANCE OF THE COATING SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SW MAKES NO WARRANTIES OF ANY KIND RELATING TO THE COATING SYSTEM AND/OR THE PERFORMANCE THEREOF AND SW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY CONTAINED ON THE PAINT CONTAINER LABEL AND/OR OTHER LITERATURE OF SW. THIS LIMITED WARRANTY IS NOT A WARRANTY BY SW TO OWNER CONCERNING THE APPLICATION OF THE COATING SYSTEM AND OWNER ACKNOWLEDGES AND AGREES THAT IF OWNER HAS ANY CLAIM FOR IMPROPER APPLICATION OF THE COATING SYSTEM OWNER SHALL RESOLVE SUCH CLAIM DIRECTLY WITH THE PARTY WHO APPLIED THE COATING SYSTEM.**

(b) **SW'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS TO REPAIR THE COVERED WARRANTY CLAIM TO THE EXTENT PROVIDED IN THIS LIMITED WARRANTY. SW SHALL IN NO EVENT BE LIABLE TO OWNER OR OWNER'S PAINTING CONTRACTOR, OR TO ANY PERSON CLAIMING THROUGH OWNER OR OWNER'S PAINTING CONTRACTOR, WHETHER IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS**

OF USE, DEMURRAGE, OR PENALTIES, ARISING FROM ANY CAUSE WHATSOEVER.

7. **ASSIGNMENT.** This Limited Warranty may not be transferred or assigned by Owner.

8. **DEFINITIONS.** The following terms when used in this Limited Warranty shall have the meanings set forth below.

- (a) "Coating System" shall mean the paint system consisting of resilience including primer--must be at least 2 coats.
- (b) "Covered Warranty Claim" shall mean a contiguous area of five percent (5%) or more, per year, on a cumulative basis, of the Coating System applied to a Suitable Substrate at the Project that is:

- i. peeling; and/or
- ii. blistering

but does not include any other defect or damage including, but not limited to, any defect or damage resulting from:

- (1) the failure of Owner and/or Owner's painting contractor to follow and adhere to all of the specifications and instructions provided by SW;
- (2) improper surface preparation;
- (3) improper application of the Coating System;
- (4) improper film thickness of the Coating System;
- (5) ordinary wear and tear, abnormal usage or misuse;
- (6) failure to properly maintain the coated Suitable Substrate in accordance with reasonable and customary maintenance procedures;
- (7) standing water or pooling water;
- (8) design, construction or structural defects in any Suitable Substrate and/or structural settling or movement;
- (9) the use or application of any patches, fillers, undercoats or topcoats not recommended and supplied by SW, whether applied prior to, concurrently with or after the application of the Coating System;
- (10) improper repair;
- (11) causes unrelated to the performance of the Coating System under normal operating conditions;
- (12) abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents;

- (13) exposure to harmful solids, liquids or gases;
- (14) exposure to abnormal conditions including, without limitation, corrosive or aggressive atmospheres such as those contaminated with chemical fumes;

- (15) improper substrate installation;
- (16) damage caused by any person or entity other than SW;
- (17) staining, rust staining, or bleeding resulting from rusting of ungalvanized bolts;
- (18) any defect occurring on hidden surfaces or at connections which cannot feasibly be painted;
- (19) any defect in coating materials, including thinners, not manufactured by SW; and
- (20) causes beyond the reasonable control of SW including, but not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, riots, civil commotion, radiation, acts of God, unusual weather conditions (including but not limited to, hurricane, tornado and/or earthquake), falling objects, external forces, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of SW.

(c) "Project" shall mean Insert specific name, location and address of painting project.

(d) "Suitable Substrate(s)" shall mean Insert type of substrate at Project such as concrete, drywall, etc. located at the Project.

(e) "Warranty Period" shall mean the ten (10) year period commencing on the date that Owner and/or Owner's painting contractor purchased the Coating System for the Project from SW.

9. **APPLICABLE LAW.** This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to the principles of conflicts of laws.

10. **ENTIRE AGREEMENT.** This Limited Warranty constitutes the entire agreement between SW and Owner concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof. This Limited Warranty shall not be binding upon SW unless it is signed by Owner and a SW District Manager.

THE SHERWIN-WILLIAMS COMPANY

By: _____

Title: _____

Date: _____

OWNER:

By: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT "C"
INSURANCE CERTIFICATE



BROWBOY-01

MASTRANDREAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2017

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER License # 0E67768

Insurance Office of America, Inc.
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT Linda Ivanovic

PHONE (A/C, No. ext): (954) 556-2775 23975 FAX (A/C, No. P)
E-MAIL Address: Linda.Ivanovic@ioausa.com

INSURER(S) AFFORDING COVERAGE
INSURER A: RetailFirst Insurance Company NAIC # 10700

INSURED

Broward Boys Painters Inc
5301 Gate Lake Rd.
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER:

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. SUBR. INSD. NWD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|------------|--|-----------------------|---------------|--------------------------|--------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP Any one person \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | |
| | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT \$ (Ea accident) BODILY INJURY Per person \$ BODILY INJURY Per accident \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR DED RETENTION \$ <input type="checkbox"/> CLAIMS-MADE | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below | | 52036696 | 03/31/2017 | 03/31/2018 | PER STATUTE OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Lauderdale West Community Association Inc.
1141 Lauderdale West Drive
Plantation, FL 33322

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)

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