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PAINTING CONTRACT

THIS PAINTING CONTRACT (this "Contract") is made and entered into as of December 1, 2019 (the "Effective Date"), 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, the Association provides day to day management services for 1007 buildings including residences that consist of Single Family Homes, Duplexes, and Fourplexes (collectively referred to as the "Buildings" or singularly as a "Building");

WHEREAS, the Association has engaged services of the Contractor for a five (5) year term, to provide services consisting of painting and pressure washing with respect to the exterior and roofs of the Buildings, all in strict accordance with the terms as hereinafter set forth, which work shall commence on or about the Effective Date; 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. TERM: SCOPE OF WORK/ PAINTING OF BUILDINGS.

1.1 Term. The Term of this Contract shall be for a period of five (5) years, which shall be deemed to have begun on the Effective Date and shall end on the date that is five (5) years thereafter (the "Term"). The term "Applicable Service Year," as used herein, (i) shall mean the twelve (12) month period beginning with the Effective Date, and each successive twelve (12) month period thereafter occurring during the Term of this Contract, and (ii) in the event this Contract terminates on a date other than the date determined pursuant to this paragraph, then the term "Applicable Service Year" shall also mean the period from the end of the preceding Applicable Service Year to the date of said termination of this Contract.

1.2 Scope of Work. The Contractor covenants and agrees to perform the work during the Term in strict accordance with the terms of this Contract and the terms of the Contractor's Proposal with a revision date of August 8, 2019, specifically providing for the specifications, which is attached hereto as Exhibit "A" and specifically incorporated herein, (the "Contractor's Proposal") and such work being hereinafter referred herein as the "work." The Contractor affirmatively represents and covenants that the installation and application of all products that are utilized in the work herein shall be in strict accordance with the manufacturer's specifications (the "Manufacturer's Specifications"). A copy of the Manufacturer's Specifications is attached hereto as Exhibit "B-1." Contractor agrees that prior to commencing any such work in any such Applicable Service Year, the Contractor shall confirm with the applicable manufacturer that the Manufacturer's Specifications are up to date and/or remain acceptable to the Manufacturer for purposes of performing the work and for purposes of the Association obtaining any applicable Manufacturer's Warranty for the work performed for such Applicable Service Year.

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, the following services, which shall be part of the work:

1.2.1 Prior to the commencement of work on each respective Building during each such Applicable Service Year, 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. All exterior surfaces except for those excluded on the Contractor's Proposal shall be painted.

1.2.2 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". Contractor agrees that prior to commencing any such work in any such Applicable Service Year, the Contractor shall confirm with the applicable manufacturer that the Manufacturer's Warranty is up to date and/or remains issued by the Manufacturer. 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 during the Term. 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 during each Applicable Service Year 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. During the Term 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 during each Applicable Service Year, 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", the Pricing Schedule attached hereto as Exhibit "C" 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, (iv) followed by the Pricing Schedule, and (v) then 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 during any such Applicable Service Year, 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 commencing work during any such Applicable Service Year, 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 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. Prior to commencing work during any such Applicable Service Year, 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 of the work during any such Applicable Service Year, 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.

From time to time, the Association shall determine, in its sole and absolute discretion, which Buildings shall receive services performed by the Contractor during the Term hereof. The parties agree that there is no guarantee to the number of Buildings that will be awarded to the Contractor during the Term hereof. Each Applicable Service Year, the Association agrees to pay Contractor for the scope of work agreed to by the parties for such Applicable Service Year, at the rates set forth on the pricing schedule (the "Pricing Schedule") attached hereto as Exhibit "C" incorporated herein (the cost of work for each Applicable Service Year shall be referred to herein as the "Contract Price"). Following the performance of such agreed upon work for such Applicable Service Year, which shall be performed in strict accordance with the terms hereof, payment of the Contract Price shall be in accordance with Paragraph 6 of this Contract. The prices set forth on the Pricing Schedule shall remain fixed during the term of this Contract.

The Contract Price shall not be subject to any adjustments or offsets, except as herein 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 during each such Applicable Service Year. 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 for each Applicable Service Year 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 actual completed work performed on each applicable Building, as set forth in Sections 5.1 through 5.9. Contractor shall provide the Association with the Application for Payment no more frequently than once every fifteen (15) days. The Association shall not be invoiced for any work not performed.

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 all of the work for such Applicable Service Year is ready for final inspection and acceptance, the Association will promptly make such inspection. Subsequent to the inspection, when the Association finds the work for such Applicable Service Year to be reasonably acceptable under the Contract Documents and the Contract fully performed with respect to such Applicable Service Year, and upon receipt of a the final Application for Payment, the Association will issue a final payment of all remaining sums due and owing with respect to such Applicable Service Year 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 for such Applicable Service Year, have been paid in full. The Association reserves the right to issue joint checks to the Contractor and each subcontractor, supplier or materialmen, 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 work performed during such Applicable Service Year.

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 The parties shall determine the date that the Contractor commences work in each Applicable Service Year, which date shall be defined as the "Commencement Date" for such Applicable Service Year. The parties shall also determine the amount of time needed by the Contractor to complete such work agreed to by the parties during such Applicable Service Year. Contractor shall diligently pursue the full completion of the work agreed to by the parties for each such Applicable Service Year within the time period agreed to by the parties prior to Contractor commencing the work for such Applicable Service Year (for each Applicable Service Year, the "Contract Time").

In the event that the Contractor is unable to perform any work on any day due to inclement weather, fire or acts of God which are beyond the control of the Contractor, then the Contract Time for any such Applicable Service Year shall be extended one (1) day for each full lost day.

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 at all times always be 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 Contract.

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 ensure 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.** 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 Contract 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 Contract, which combined sum Contractor and Association hereby acknowledge bears a reasonable commercial relationship to this Contract. 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 Contract. This provision shall survive the termination or expiration of this Contract.

10. INSURANCE. During the Term, 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 Term of this Contract. 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 "D".

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 applicable Manufacturer's Warranty by the manufacturer's representative for any such Applicable Service Year, 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 Contract 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 of 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DATED as of the date first referenced above in Broward County, Florida.

Signed, Sealed and Delivered In the presence of:

WITNESSES:

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

ASSOCIATION:

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

By:

Name: Jennie Lipari
JENNIE LIPARI

Title: PRESIDENT

CONTRACTOR:

BROWARD BOY'S PAINTERS, INC.

By:

Name: Jerry Polesetsky
JERRY POLESETSKY

Title: PRESIDENT

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

PROPOSAL

Office 954-720-9605

BROWARD BOYS

Proposal # 5212

Mobil 954-647-9847

PAINTERS

Date 8/8/19

Fax 954-603-6734

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

Lic #CC 93-7181-P-X
painttoven@aol.com

FIVE YEAR

"CONTRACT PROPOSAL"

2020-2024

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 82 SINGLE FAMILY HOMES AND ROOFS, 10 DUPLEXES, 9 FOURPLEX'S, TO BE PAINTED AND 125 SINGLE FAMILY ROOFS TO BE CLEANED.

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 AREAS 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 100% ACRYLIC **(10 YEAR)** SATIN EXTERIOR PAINT.
6. DOORS WILL BE SANDED, CLEANED, THAN COATED WITH D.T.M. ENAMEL.



WORK DESCRIPTION:

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

ALL EXTERIOR STUCCO AND ROOF SURFACES WILL BE PRESSURE CLEANED USING A MINIMUM OF 3,000 P.S.I. **(Except for the NEW ROOF Tiles will be done at 1,200 – 1,400 PSI pressure)**

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 TO BE PAINTED WILL BE FINISH COATED USING 100% ACRYLIC **(10 YEAR WARRANTY)** SATIN ENAMEL EXTERIOR PAINT.

ALL EXTERIOR WOOD AND METAL FRONT DOORS TO BE PAINTED WILL BE FINISH COATED USING DTM HIGH 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:

INITIAL

1. PRESSURE CLEAN & PAINT 82 HOUSES	@\$1,400. ea	COST \$114,800.	_____
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This includes a slight raise in cost that we haven't done in 4 years
 also **INCLUDES** the sealing and painting of the stone and/or brick fronts white.

2. CLEAN & PAINT 82 ROOFS ON HOUSES	@ \$ 950. ea	COST \$ 77,900.	_____
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NEW TILE ROOFS WILL NOT BE PAINTED, just cleaned and L. W. will just be charged for cleaning.

3. CLEAN 125 TILE ROOFS	@ \$ 175. ea	COST \$ 21,875.	
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4. PRESSURE CLEAN & PAINT 10 DUPLEX HOMES	@ \$1,750. ea	COST \$ 17,500.	_____
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5. PRESSURE CLEAN & PAINT 9 FOURPLEX HOMES	@ \$3,500. ea	COST \$ 31,500.	_____
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6. PRIME & PAINT ALUMINUM PANELS AND SHEDS	@ 100. ea.		
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(NOT ALL PLEX UNITS HAVE SHEDS)

Spray & Forget SFH Roofs:	@ \$ 150. ea.	COST
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Spray & Forget Treat Duplex Shingle Roofs:	@ \$ 350. ea.	COST
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Spray & Forget Treat Four Plex Shingle Roofs:	@ \$ 700. ea.	COST
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NOTE: NEW TILE ROOFS CANNOT BE TREATED WITH ROOF-A-CIDE, AS PRODUCT WILL NOT ADHERE TO THE SLURRY COAT FINISH ON TILES.

These prices shall remain in effect for a period of Five (5) Years 2020-2024 Unless mutually agreed by both Parties.

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 2019** 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 **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) **December 1, 2019** And shall be substantially completed on or before (weather permitting) **September 31, 2020**. 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 TEMPERTURES 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 Sixty Thousand Six Hundred Dollars (\$263,575.)

Subject to additions and/or 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 THE BUILDINGS in the amount of **\$263,575.** 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 2020. 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.

BY:


SIGNATURE *President*

BROWARD BOYS PAINTERS, INC.

BY:


SIGNATURE
JERRY POLIS
BROWARD CC# 93-7181--P-X

BY: _____

SIGNATURE

DATE: 1-9-2020

EXHIBIT "B-1"

MANUFACTURER'S SPECIFICATIONS

[To be updated for each Applicable Service Year]



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 - 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.

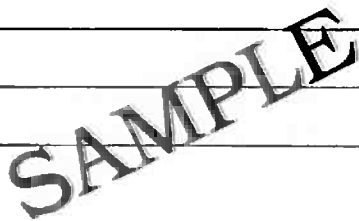
10. **ENTIRE AGREEMENT.** This Limited Warranty constitutes the entire agreement between SW and Owner concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof. This Limited Warranty shall not be 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: _____



**SHERWIN
WILLIAMS.**

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

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>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.</p> <p>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.</p> <p>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.</p> <p>*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 VinylSafe® Colors are used. If VinylSafe 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.</p> <p>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.</p>	<p>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.</p> <p style="text-align: center;"><u>APPLICATION</u></p> <p>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.</p> <p>Brush - Use a nylon/polyester brush. Roller - Use a 3/8" - 3/4" nap synthetic cover. Spray—Airless Pressure..... 2000 psi Tip..... .015"-.019"</p>	<p>CLEANUP INFORMATION</p> <p>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.</p> <p>For exterior use only. Protect from freezing. Non-photochemically reactive. Not for use on floors</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>HOTW 11/29/2017 K43W00051 32 39 Viet, FRC, SP, KOR</p> <p>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.</p>

EXHIBIT "B-2"

MANUFACTURER'S WARRANTY



**SHERWIN
WILLIAMS.**

As of 11/29/2017. Complies with:			
OTC	Yes	LEED® 09 NC CI	N/A
OTC Phase II	Yes	LEED® 09 CS	N/A
SCAQMD	Yes	LEED® v4 Emissions	N/A
CARB	Yes	LEED® v4 VOC	Yes
CARB SCM2007	Yes		
Canada	Yes	MPI	Yes

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

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:
Touch: 2 hour @ 35-45°F 2 hours @ 45°F +
Recoat: 24-48 hours 4 hours

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

Finish: 10-20 units @ 60°

Tinting with CCE:

Base	oz/gal	Strength
Extra White	0-7	Sher-Color
Deep Base	4-12	Sher-Color
Ultradeep	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%

Weight per Gallon: 10.59 lb

Flash Point: N/A

Vehicle Type: 100% Acrylic

WVP Perms (US) 25.11
grains/(hr ft² in Hg)

Mildew Resistant

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

SPECIFICATIONS

Aluminum & Aluminum Siding¹

2 cts. Resilience Exterior Latex
Concrete Block, CMU, Split face Block

1 ct. Loxon Block Surfacers

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

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

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.

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, laitance, 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.

EXHIBIT "C"

PRICING SCHEDULE

1. With respect to Single Family Homes, the sum of One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) per Building to pressure clean and paint the exterior of the Building.
2. With respect to Single Family Homes with "old" roofs, the sum of Nine Hundred Fifty and 00/100 Dollars (\$950.00) per Building to clean and paint the roof.
3. With respect to Single Family Homes with "new" roofs, the sum of One Hundred Seventy-Five and 00/100 Dollars (\$175.00) per Building to clean the roof;
4. With respect to the Duplex Plexes, the sum of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) per Building to pressure clean and paint the exterior of the Building;
5. With respect to the Fourplex Plexes, the sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per Building to pressure clean and paint the exterior of the Building;
6. With respect to Single Family Homes, the sum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Building to treat the roofs with Spray & Forget;
7. With respect to Duplex Plexes, the sum of Three Hundred Fifty and 00/100 Dollars (\$350.00) per Building to treat the single roofs with Spray & Forget;
8. With respect to Fourplex Plexes, the sum of Seven Hundred and 00/100 Dollars (\$700.00) per Building to treat the roofs with Spray & Forget.
9. With respect to aluminum panels and sheds, the sum of One Hundred and 00/100 Dollars (\$100.00) to prime and paint each set of aluminum panels and sheds.

EXHIBIT "D"

INSURANCE CERTIFICATE

[To be updated for each Applicable Service Year]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2019

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

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

PRODUCER Bayside Insurance Group, Inc. 870 74th Avenue North St. Petersburg, FL 33702	CONTACT NAME Bayside Insurance Group PHONE (A/C, No, Ext) 727-527-3800 FAX (A/C, No) 727-527-3844 E-MAIL ADDRESS csr@baysideinsure.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Evanston		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC#														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Broward Boy's Painters, Inc. 1472 N.W. 81st. Avenue Coral Springs, FL 33071-6225 954-720-9605 954-647-9847 Cell															

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.

INS LTR	TYPE OF INSURANCE	ACORD INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3AA155246	12/10/18	12/10/19	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC GEN'L AGGREGATE LIMIT APPLIES PER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						UNEMPLOYED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

LAUDERDALE WEST COMMUNITY ASSOCIATION #1, INC is listed as additional insured in regards to general liability

CERTIFICATE HOLDER LAUDERDALE WEST COMMUNITY ASSOCIATION #1, INC. 1141 N.W. 85th AVE. PLANTATION, FL 33322	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$ SEE MDGL1000 (Check box if fully earned.)

- A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are obligated by valid written contract to provide such coverage, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to the additional insured shown in the Schedule of this endorsement for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

LAUDERDALE WEST COMMUNITY ASSOCIATION #1, INC. is listed as additional insured in regards to general liability

All other terms and conditions remain unchanged.



BROWBOY-01

MASTRANDREAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2019

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 NAME: Linda Ivanovic	
	PHONE (A/C, No, Ext): (954) 556-2775 23975	FAX (A/C, No):
E-MAIL ADDRESS: Linda.Ivanovic@ioausa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: RetailFirst Insurance Company		10700
INSURED Broward Boys Painters Inc 5301 Gate Lake Rd. Tamarac, FL 33319	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		52035696	3/31/2019	3/31/2020	PER STATUTE OTH-ER 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 Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Lauderdale West Community Association #1, Inc. 1141 NW 85th Avenue Plantation, FL 33322	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

GAINESVILLE INDEPENDENT TESTING
SERVICE, LLC
CERTIFICATE OF COMPLETION

AWARDED TO

Jerry Polesetsky

Successful Completion of 4 Hours of Broward County Continuing Education

Awarded this 28th day of August, 2019

Jay E. Bowermeister

Jay E. Bowermeister - Instructor