

August 21, 2024

ROOF A CIDE PROPOSAL

Sonoma Bay
3600 Sonoma Drive
Riviera Beach, Florida
ATTENTION: Allison Stauffer - Manager

RE: 29 buildings and pool house (302 units)

GENERAL SCOPE ROOF CLEANING

1. Pre-clean any roof tile areas with significant mildew.
2. Apply Roof-a-cide Roofguard to all roof tile surfaces.

PRODUCT SPECIFICATIONS:

ROOF-A-CIDE IS AN EPA APPROVED SOLUTION WITH A REGISTRATION #66675-4-81322.

THIS SYSTEM MEETS THE REQUIREMENTS OF THE ROOF-A-CIDE MANUFACTURERS' 2-YEAR WARRANTY.

1. **Smart Coat Painting** will notify all occupants prior to the **ROOF-A-CIDE** application to remove personal items in or around the property. It is the sole responsibility of the Owner(s) to clear all personal property contained on patios (whether enclosed or not), including, but not limited to, all personal property, planters, and the like. Failure by the Owner(s) to remove such items shall effectively waive any claims against Contractor for any damages sustained by Owner(s) regarding said personal property.
2. **Smart Coat Painting** shall be responsible for and use the utmost care in protection of the occupant's property. Note: The **ROOF-A-CIDE** system will not harm plants, pets or people. Due to the sensitivity of Orchards and Bromeliads, we request that they are removed or covered during the **ROOF-A-CIDE** application.
3. **All Work is to be done** in a workmanlike manner by skilled mechanics and carried out in such a way as to minimize any inconvenience to the occupants.

All employees of Smart Coat Painting are covered by workman's compensation, and in the event contractors are necessitated at a particular time for services to be performed in connection with completing the job, they will be covered as well under their own insurance.

4. All water is to be provide at each unit, building or home. Contractor will not begin work before 8:00 a.m. and will cease by 6:00 p.m. Contractor agrees to protect any other items in the vicinity of operation, such as trees, shrubs, and vehicles.
5. **Smart Coat Painting** will store all materials, tools, appliances, etc. in an area to be provided by the Association. Contractor will be solely responsible for maintaining the cleanliness of the storage area at all times and will remove all accumulated debris on a daily basis. All stages, ladders, tools, etc. will be secured daily.
6. **Smart Coat Painting** agrees to submit certificates of insurance covering liability property damage and worker's compensation coverage, which shall be kept in force during the entire course of the work.
 - A. Contractor, during the term of this agreement, shall obtain and maintain policies of insurance, in which the Association shall be named as a named insured, in the form of coverage's as indicated: Policy of comprehensive public liability insurance, which shall include completed operations hazards, with limits not less than one million (\$1,000,000) dollars for damages incurred by the person for any one occurrence, and not less than two million (\$2,000,000) dollars for damages incurred or claimed for and one occurrence, and not for less than one million (\$1,000,000) dollars for property damage per occurrence. Workers compensation insurance in limits required by statute. Owned or non-owned auto liability with limits set forth herein.
 - B. copies of the certificates of insurance for each of the policies listed above shall be furnished to the association board prior to the commencement of the work to be performed by Smart Coat Painting pursuant to this agreement.

7. **General Provisions:**

(1) This Proposal/Agreement contains the entire understanding of the parties with the respect to the job set forth in detail herein, and there are no oral promises, oral representatives, undertakings or obligations other than those expressly set forth herein. (2) This written Proposal/Agreement may not be amended, modified or terminated except in a written instrument executed by the parties hereto, nor may any provision for the benefit of any party be waived by the party except in writing by the signing of that party. (3) If a court of competent jurisdiction should declare any part of this Proposal/Agreement invalid, the remaining provisions of this agreement shall remain in full force and effect. (4) This agreement is governed by and shall be constructed in accordance with the laws of the state of Florida. Any dispute regarding any aspect of this Proposal/Agreement shall be resolved as follows:

(a) within 60 days of either party providing written notice to the other of a dispute or claim of whatever nature whatsoever, the parties agree to attend mediation before an agreed upon, neutral mediator as a good faith effort to resolve any such dispute. In this event the parties cannot agree upon a particular mediator, the parties shall seek mediation through the American Arbitration Association. If the parties do not resolve their dispute after attending mediation:

(b) The parties then agree that any such dispute shall be submitted to binding arbitration before the American Arbitration Association as the exclusive remedy for such dispute, venue to be held in Broward County, Florida. Should any party to this agreement hereafter institute any legal action against the other with respect to any claim waived by this Agreement, or pursue an arbitral dispute by any method other than mediation followed by, if necessary, binding arbitration as referenced herein above, the other party shall be entitled to recover all damages, costs, expenses, and attorney fees incurred as a result of any such actions. It is further agreed between the parties that the Arbitrator of any said dispute shall have the power to grant injunctive relief, specific performance, and affirmative acts necessary to fulfill the intent of the parties to this agreement.

- (5) Both parties represent and agree that they have fully read all aspects of this Proposal/Agreement and that they fully understand all provisions of this agreement; moreover, each of the parties represents that they have voluntarily entered into this Proposal/Agreement, that they are fully authorized to enter into this Proposal/Agreement, that they have been fully informed regarding all implications and ramifications thereon, and that they have the capacity to enter into this Contract.
- (6) No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Proposal/Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- (7) In the event of any dispute between the parties hereto regarding the terms and conditions of this Proposal/Agreement, the prevailing party shall be entitled to an award of its attorney fees and court costs actually incurred in connection with such dispute.
- (8) The parties hereby waive any claim of defense that either party was responsible for the drafting of this document/proposal/Agreement, including any legal assertion or defense that this contract shall be construed against its drafter;
- (9) It is hereby agreed that this Agreement may be executed in the counterparts and/or by facsimile transmission, and the mere fact that all signatures do not appear on a single document shall, in no way, affect the validity of this Agreement.
- (10) NOTICES: Any and all notices or other communications required or desired to be given hereunder by any party shall be in writing.

SMART COAT
PAINTING AND CONSTRUCTION

Smart Coat Painting, LLC sincerely appreciates the opportunity to submit the foregoing painting proposal to SONOMA BAY.

Steve Michaelson Sales Manager (561) 441-5341

TOTAL BASE PRICE

\$38,000.00

Note: worked to be performed this fall or by early 2025. Additional cleaning and costs will be added if work is performed later than that time.

PAYMENT SCHEDULE

25% due upon beginning of project

Balance due upon 100% completion of final project

BOTH PARTIES AGREE TO ALL THE ABOVE AGREEMENT TERMS AND CONDITIONS AND UPON SIGNING BELOW, BOTH PARTIES AGREE AND UNDERSTAND THAT THIS PROPOSAL, as well as the Exhibits and Addendum attached hereto, HAVE NOW BECOME A BINDING CONTRACT:

Contract Authorization: _____ Date: _____
Smart Coat Painting Representative

(print): _____ Date: _____
Smart Coat Painting Representative

Contract Authorization: _____ Date: _____
Sonoma Bay Representative

(print): _____ Date: _____
Sonoma Bay Representative

SMART COAT
PAINTING AND CONSTRUCTION