

Project: Aqua Vista
Address: 17155 Front Beach Road Panama City Beach, Fl.

Scope of Work

Maintenance program scope

- Provide a fresh water rinse per AAMA 610.1 - 1979 guidelines semi annually (Twice a year).
- This includes the East & West tower mansard roofs, Coping Cap and Clubhouse Metal roof.
- Owner to provide water source on the roof.
- Provide a Visual inspection of all metal work installed by Ameritech. Report any deficiencies to Aqua Vista owner's Rep.

Price Per Rinsing ----- \$ 2,250.00

ACTS OF NATURE: Contractor shall not be responsible for damage caused, either during or after its scope of work is completed, by unforeseen violent weather, including, but not limited to, hurricanes, tornadoes, flood hail or sleet. The contractor will not install any products during extreme weather conditions that may affect the application or integrity of the roofing system. Installations will follow manufacturer's guidelines for extreme weather conditions.

WORKERS COMPENSATION: Certificate of Worker's Compensation and Public Liability Insurance will be provide upon request.

PERMITS: The Contractor shall obtain all permits and pay for all fees which may be required in the performance of his work.

SAFETY AND PRECAUTIONS: Every precaution shall be made by the contractor to protect the building during the course of work. The Contractor shall comply with fire safety OSHA and security regulations.

DISCLAIMER: Contractor is a roofing, waterproofing and sheet metal contractor. However, Contractor is not an Engineer, Architect or other design professional and makes no representation with regard to the condition of the deck system or any other portion of the project not within the Contractor's scope of work. Accordingly, Contractor disclaims any warranties,

both express and implied, as to any portion of the project not within the Contractor's scope of work.

CONTRACT TERM AND AMOUNT: This contract is to extend for a 3 year period upon execution. The date of execution will be considered the beginning date of the contract. Pricing for this contract is provided in the scope of work section of this document. In consideration of the faithful performance of the covenants and agreements herein, to the full satisfaction and acceptance or Owner, Owner agrees to pay the Contractor the sum listed in this scope of work within 30 days from receipt of invoice for such work.

OVERDUE PAYMENT: Any overdue payment shall be subject to a 1-1/2% per month (18% per year) service charge on unpaid principal amount. This contractor's payment will not be delayed by insurance payments from insured to owner.

CHANGES IN THE WORK: Should Owner, at any time during the progress of the Work, request any alterations or deviations in the Scope of Work in this Agreement, he shall have the right and power to make such requests. The Contractor shall, within a reasonable time thereafter, submit an itemized estimate of any cost changes he foresees to make the alterations or deviations.

TERMS OF CONTRACT: Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts work performed, or payments made prior to the execution hereof shall be deemed superseded by this Agreement. The Owner shall not make any alterations, additions to or deletions fro, the contents of this Agreement before signing and returning it, but if he takes exception to any of the contents of this Agreement, he shall promptly notify Contractor in writing, so that differences can be resolved in legal form by Contractor.

ATTORNEY'S FEES: In the event the Owner defaults in the performances of any of the terms, covenants, agreement or conditions contained in this Agreement and Contractor places in the hands of attorneys the enforcement of all or any part of this Agreement, the Owner agrees to pay Contractor reasonable attorneys fees of the services of such attorney, whether such fees are incurred at arbitration, trial court or appellate proceedings.

VENUE: The parties stipulate that venue shall be in Bay County, Florida for any legal action arising out of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date herein first above written.

Submitted By: Philip Jorgenson Date: 8/15/2017

Owner's Representatives

By:  Date: 9-19-2017

Print: Gene Christian
President, Aquavista Condo's Owners Assn.

**Ameritech Enterprises, LLC
Contractor**

By: _____ Date: _____