

**AGREEMENT BETWEEN
AQUAVISTA OF PANAMA CITY BEACH OWNERS ASSOCIATION, INC.
and
AMERITECH ENTERPRISES, LLC**

This Agreement ("Agreement" or "Contract") is made this 25th day of August in the year 2016, by and between Aquavista of Panama City Beach Owners Association, Inc. (hereinafter "Owner") and Ameritech Enterprises, LLC (hereinafter "Contractor")(CCC 1325880) for services in connection with the following project (hereinafter "Project" or "Work"): STANDING SEAM ROOF REPAIRS AND CONSTRUCTION

The Owner and Contractor agree as follows:

1. Contract Sum.

1.1 The Owner shall pay the Contractor the contract sum in current funds for the Contractor's performance of this Contract and the Work. The Contract Sum shall be One Hundred Eighty Six Thousand Three Hundred Forty U.S. Dollars (\$186,340.00). The Contract Sum is based upon the alternates, scope of work and values and unit costs, as set forth below and as further described in the Contract Documents. The Contract Sum may be adjusted upward or downward based upon actual usage according to any agreed Unit Costs, and pursuant to any Change Order approved in accordance with the procedure set forth herein.

2. Contract Documents

2.1 This Agreement constitutes the sole Agreement between Contractor and Owner regarding the Project and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The Contract Documents consist of this Contract, the "Proposal & Contract Rev. 7/15/2016", and proposed warranties attached hereto as Exhibit A, and any subsequent duly executed addendums. Each of these documents are incorporated by reference into this Agreement as though set forth here and these documents together with this Agreement shall be collectively referred to as ("Contract Documents"). These Contract Documents form the entire agreement between the Contractor and Owner. To the extent there is a conflict between this Agreement and any of the Exhibits attached hereto, including but not limited to the Proposal & Contract, the terms of this Agreement shall prevail.

2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Where no explicit quality or standard for materials or workmanship is established by the Contract Documents, the Contractor will perform the Work in compliance with industry standards, and in a workmanlike manner. Notwithstanding the foregoing, no work shall be furnished by Contractor which is not in accordance with the requirements of the Contract Documents unless approved in writing by the Owner or Owner's Representative.

2.3 The Contractor's execution of the Agreement constitutes a representation by the Contractor that it has investigated, examined, inspected, and thoroughly familiarized itself with the Contract Documents, the site and its relationship to the adjoining premises, is familiar with local conditions under which its Work is to be performed, has reasonably investigated such conditions, and has correlated its observations with the requirements of the Contract Documents. If, after full investigation of the job site and understanding of the work to be performed, Contractor shall encounter latent conditions which make performance of the work as contracted impracticable, Contractor shall immediately notify Owner, in writing, as to the nature of the conditions. If Contractor fails to advise Owner of any latent conditions, as described above, within three (3) business days of their discovery, then Contractor shall be deemed to have waived any right to adjustment of Contract Price. After receiving said notification, Owner shall thoroughly investigate said conditions. Contractor shall not be held responsible for latent conditions and the contract price shall be adjusted as mutually agreed. The Contractor further warrants that the Owner has made no representation of any kind or nature not contained in the Agreement. The Contractor further warrants and represents that, in agreeing to the time commitments and contract price and other contractual commitments set forth herein, it has taken into account all reasonably foreseeable climatic conditions, the availability and costs of labor and materials,

tools and equipment, the Owner's scheduling requirements, and, to the extent reasonably foreseeable, the potential Project congestion caused by the work of others proceeding simultaneously with Contractor.

2.4 Scope of Work. The scope of work ("Work") is set forth in Exhibit A.

3. Date of Commencement and Substantial Completion

3.1 (a) Contractor shall fully mobilize and begin work on or before October 3, 2016, or the date the coil material is delivered to the warehouse of the Contractor and flashing is prepared, whichever is later, Contractor shall record a Notice of Commencement in accordance with the requirements of Chapter 713, Florida Statutes, prior to starting work on the Project. Contractor shall achieve Substantial Completion of the Work set forth herein no later than One hundred twenty (120) calendar days from the start date and Final Completion of the Work set forth herein no later than Twenty (20) calendar days after Substantial Completion of the Work. Please Note that the Owner reserves the right to amend or modify this Date of Commencement, date of Substantial Completion and date of Final Completion of the Work based upon the result of a Material Change Vote being obtained for the color, design and scope of the project.

3.2 Time is of the essence in this contract. The Contractor shall be entitled to extensions of time in the event its work is delayed by unusual or abnormal weather conditions. Ameritech will receive one (1) additional day for every day lost to or caused by inclement weather such as wind, rain, forecasted rain or for any day lost to government intervention. For safety reasons, Ameritech shall be the sole entity to determine if weather conditions are suitable for work. The parties have evaluated the potential damages suffered by the Owner if the performance of the contract is delayed. The parties agree that those potential damages will be difficult, if not impossible, to calculate. Because of this, the parties agree that the Contractors shall pay the sum of \$500.00 per day as liquidated damages for every day the Contractor fails to achieve Final Completion. These time periods may be amended through the appropriate application in a change order, in the manner set forth below, for an extension of time by the Contractor.

3.3 Before submitting the first application for payment Contractor shall submit to the Owner a progress construction schedule document which will specify the dates on which the Contractor plans to begin and complete various parts of the work, including dates on which information approvals are required from the Owner. On the Owner's written approval of this schedule, the Contractor shall make every reasonable effort to comply with it unless directed by the Owner to do otherwise.

3.4 Construction Schedule. Contractor will submit to the Owner or Owner's representative a construction schedule which will specify the dates on which the Contractor plans to begin and complete various parts of the work, including dates on which information approvals are required from the Owner or Owner's Representative. On the Owner's written approval of this schedule, the Contractor shall make every reasonable effort to comply with it unless notified by the Owner or Owner's Representative to do otherwise. The Contractor will update the schedule on a monthly basis.

4. Changes in Work

The Owner may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the Contract Sum and the contract time being adjusted accordingly. All such change orders shall be based upon written agreement between the Owner and Contractor. All such changes in the work shall be authorized by applicable written and signed change orders and shall be performed under the applicable conditions of the contract documents. Any written change order will contain any adjustments in the contract price or contract time as agreed to by the parties. All additional work not included within the scopes of work set forth Exhibit A shall be executed on a time and material basis and memorialized in a change order as set forth herein.

5. Suspension of Work

5.1 Should the Owner order the Contractor in writing to suspend, delay, or interrupt the performance of this Agreement or any part which affects the work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Contractor or any other person or entity for whose acts or omissions the Contractor may be liable, then the Contractor shall immediately suspend, delay or interrupt that portion of the work as ordered by the Owner. The Owner shall compensate the Contractor for all costs directly associated with the suspension of work, including completed work not previously paid and all retainage withheld, and all costs associated with protection of the work during the period of suspension. Contractor will be responsible to keep the building dry from the openings that are a part of the scope.

5.2 Any action taken by the Owner which is permitted by any other provision of the contract documents and which results in a suspension of part or all of the work does not constitute a suspension of work under this article.

5.3 Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective Work and/or materials furnished under the Contract; (b) fail to complete or diligently proceed with this Contract within the time required by Owner; (c) fail to correct or repair any damage to the Work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its Work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this Agreement or the Contract Documents, then Owner shall, upon a written certification of default by Owner, provide written notice to Contractor, which shall state with particularity the nature of the claimed item(s) of default. Within seven (7) business days of receipt of that Notice, Contractor shall provide to Owner a detailed written recovery plan, and shall immediately take steps to implement that recovery plan. If the Owner determines that the recovery plan, or the Contractor's implementation of that recovery plan is insufficient, then the Owner shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including immediate termination of the contract, taking over or supplementing Contractor's Work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with this Agreement and the Contract Documents. In such event, Owner may deduct and withhold from payments then or thereafter to become due Contractor the actual cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amount, the Owner reserves all rights and remedies provided for under Florida law. Notwithstanding the foregoing, in the event the Owner determines that an unsafe condition exists which requires an immediate remedy, Owner may correct the condition at Contractor's expense, but only after a reasonable attempt has been made to notify the Contractor of such condition.

6. Termination of Work

6.1 Upon seven (7) days written notice to the Contractor, the Owner may, without cause, terminate this agreement with the Contractor should unforeseen circumstances arise that makes it necessary or desirable for the Owner to stop the work.

6.2 The Contractor shall immediately stop work and shall be entitled to be paid the Contract Price for the Work performed by the Contractor at the time of receipt of the above-described written notice, along with all costs associated with the termination, including without limitation any liabilities that the Contractor has to incur through its subcontractors or material suppliers for Work furnished and incorporated into the Project as of that date. However, Contractor shall not be entitled to recovery of profit for work not performed in the event of such termination or for unabsorbed overhead, anticipatory profits, or any damages resulting from this termination except for its demobilization expenses actually incurred and paid. Upon receipt of payments as provided above, the parties shall have no further obligation to each other except for Contractor's obligations to provide corrective and/or warranty Work relating to Work actually performed by Contractor or any of its tier subcontractors prior to its termination, and its obligation to provide indemnification as provided by this Agreement.

6.3 The Owner may also terminate the contract for any material breach of this contract as provided for by Section 5.3 above.

6.5. Even after termination, the provisions of this agreement still apply to work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date. However, Contractor shall not be required to continue performance if the Owner is in substantial breach of its payment obligations under this Contract.

6.6 No provisions of this Contract shall be deemed to preclude, modify, impair or delay in any manner the Contractor's rights or remedies under Florida law, including without limitation its rights under Chapter 713, Florida Statutes.

6.7 Contractor's Right to Suspend Work and/or Terminate. Should the Owner fail to make payment to the Contractor as set forth in paragraph 7.2, the Contractor shall be entitled upon the giving of seven (7) business days' notice suspend work. Should the payment default not be resolved within five (5) days of such suspension, the Contractor shall be entitled to terminate its work and pursue all remedies provided for by Florida law.

7. Pay Applications

7.1 A mobilization draw of 50% of the Contract Sum is due at the time that work is commenced. Subsequent applications for payment shall be submitted on a monthly or more frequent basis. The Contractor is required to submit any application and certification for payment with an original AIA Document G702, or equivalent form. The Owner or Owner's Representative shall review and make recommendation to the Owner for payment. Attached to the application and certification for payment shall be a partial release and waiver of liens from the Contractor, subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and/or equipment relating to the Work. The format for the release and waiver of lien shall be in accordance with Florida Statute Section 713.20 and must state that the subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and/or equipment relating to the Work have been paid in full by the General Contractor for all services rendered up through the day of the previous certificate of payment.

7.2 Each application for payment shall reflect the percentage of the Work completed based upon an agreed Schedule of Values. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work.

7.3 Applications for payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment.

7.4 From each progress payment made prior to the time Substantial Completion of the Work has been reached, the Owner will retain ten percent (10%) of the amount as retainage otherwise due after deduction of any amounts as provided.

7.5 Once substantial completion of the work or a portion of the work has been reached, the Owner may retain 1.5 times the amount the Owner or Owner's Representative determines, exercising independent judgment and a duty of fairness to the Contractor and Owner, to be the cost of completing "punch list" work.

7.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for equipment or materials, which have not been delivered and stored on site.

7.7 The Owner may adjust or reject the Contractor payment application in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based on the following:

- a. The Contractor's failure to perform the work as required by the Contract Documents;
- b. Loss or damage arising out of or relating to this agreement and caused by Contractor to the Owner, or others to whom the Owner may be liable;

- c. The Contractor's failure to properly pay subcontractors for labor, materials, equipment or supplies furnished in connection with the work;
- d. Nonconforming or defective work not corrected in a timely fashion;
- e. Reasonable evidence of delay in performance of the work by the Contractor, such that the work will not be completed within the contract time; and
- f. Reasonable evidence demonstrating that the unpaid balance of the contract price is insufficient to fund the cost to correct or complete the work.

8. Substantial Completion

8.1 The Contractor shall notify the Owner when it considers substantial completion to have been achieved. Substantial completion shall be defined as the date on which the work has progressed to the point of allowing for a certificate of occupancy and/or beneficial use by the Owner. The Contractor will provide a substantial completion punch list to the Owner. The Owner shall conduct an inspection of the building and make any additional punch lists they deem appropriate. The Contractor will promptly correct all agreed upon punch list items. Once the Contractor determines that the punch list items have been corrected, it will notify the Owner, who will inspect the work to verify that the work has been completed.

9. Final Completion and Payment

9.1 When final completion has been achieved as to all of the Work, the Contractor shall prepare for the Owner's acceptance a final application for payment stating that, to the best of the Contractor's knowledge and based on the Owner's inspections, the Work has reached final completion in accordance with the terms and conditions of the contract documents.

9.2 Prior to final payment, Contractor shall provide the Owner with documentary verification satisfactory to the Owner that all material suppliers, subcontractors and workers have been paid. This includes, but is not limited to, lien waivers, regardless of whether a notice to owner has been given by the supplier, subcontractor or worker.

9.3 Final payment of the balance of the contract price shall be made to the Contractor within fifteen (15) days after the Contractor has submitted a complete, accurate and approved application for final payment and has submitted the following documents to Owner:

- a. An affidavit declaring any indebtedness to all subcontractors and vendors, e.g. payrolls or invoices for materials or equipment;
- b. Manuals, copies of warranties and all other close-out documents required by the contract documents; and
- c. Consent of any surety (if surety bond expressly requires).

10. Performance of Work

10.1 The Contractor is responsible for the supervision and coordination of all the work, including the construction means, methods, techniques, sequences and procedures utilized, unless the contract documents give other specific instructions.

10.2 Prior to commencing the work, the Contractor shall examine and compare: the contract documents, information furnished by the Owner, relevant field measurements made by the Contractor, and any visible conditions at the site affecting the work.

10.3 If in the course of the performance of this Agreement the Contractor discovers any errors, omissions or inconsistencies in the contract documents, the Contractor shall promptly report them to the Owner.

10.4 If the Contractor discovers but fails to report errors in the plans and specifications to the Owner, the Owner shall be entitled to recovery of additional costs that could have been avoided had the Contractor conducted a reasonable review. Notwithstanding any language to the contrary, however, the Contractor is not the design professional for this project, and does not undertake design professional liability. Unless the Contractor actually discovers an error in the plans or specifications, the Contractor shall be entitled to rely on the accuracy of the plans and specifications.

10.5 The Contractor shall provide a competent level of supervision for the performance of the work at the project, including a Contractor's representative, who shall possess full authority to receive instructions from Owner and to act on those instructions and shall be fluent in English.

10.6 As between the Owner and Contractor, the Contractor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the work for or on behalf of the Contractor or any of its subcontractors, but only to the extent such acts or omissions arise directly from performance of the contract work.

10.7 Contractor shall permit only fit and skilled persons to perform the work. Contractor shall enforce safety procedures, strict discipline and good order among persons performing the work.

10.8 Every part of the work shall be executed in accordance with the contract documents and in a workmanlike manner. All materials used in the work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the work and shall be new, except such materials as may be expressly provided in the contract documents to be otherwise.

10.9 If the Contractor fails to correct defective work within seven (7) days after notification, the Owner may either (a) allow the Contractor at its option to correct the work or (b) have the work corrected by itself or others and charge the Contractor for the reasonable cost of the correction.

10.10 The Contractor is required to correct in a timely fashion any work rejected by the Owner which fails to comply with the contract documents.

10.11 The Contractor shall have overall responsibility for safety precautions and programs in the performance of the work, including that of its subcontractors, suppliers and workers. While the provisions of this Section 10.11 establish the responsibility for safety between the Owner and Contractor, they do not relieve subcontractors of their responsibility for the safety of persons or property in the performance for their work nor for compliance with the provisions of applicable laws and regulations.

10.12 The Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

- a. employees and other persons at the site;
- b. materials and equipment stored at on-site or off-site locations for use in performance of the work; and
- c. the project and all property located at the site and adjacent to work areas, whether or not said property or structures are part of the project or involved in the work.

10.13 The Contractor shall designate an individual at the site in the employ of the Contractor, who shall act as the Contractor's designated safety representative.

10.14 Damage or loss which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor.

10.15 If the Owner deems any part of the work or worksite unsafe, the Owner, without assuming responsibility for the Contractor's safety program, may require the Contractor to stop performance of the work or take corrective measures satisfactory to the Owner, or both.

10.16 Current record copies incorporating field changes and selections made during construction of the following are to be maintained at the Contractor's corporate office and available to the Owner upon request: drawings, specifications, addenda, change document and other modifications, and required submittals, including product data, samples, shop drawings, meeting minutes, and subcontractor files.

10.17 No substitutions shall be made in the work without written approvals from the Owner.

10.18 The Contractor acknowledges that it has visited or has had the opportunity to visit the project site to visually inspect the general and local conditions which could affect the work.

10.19 The Contractor shall compare its field measurements and observations with the contract documents before commencing the work. The Contractor shall promptly report any recognized errors, inconsistencies or omissions to the Owner. If the Contractor fails to report to the Owner any recognized errors, inconsistencies or omissions, the Contractor shall bear the cost or be liable to the Owner for damages resulting therefrom.

10.20 The Contractor shall at all times during its performance of the work keep the work site clean and free from debris resulting from the work. Prior to discontinuing work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Contractor shall make reasonable provisions to minimize and confine dust and debris resulting from construction activities.

10.21 The Contractor shall facilitate the access of the Owner to work in progress. Contractor's work shall be subject to weekly third party inspections by Owner or Owner's Representative at times and locations to be determined by Owner. Inspections shall not stop or unreasonably impede forward progress of the Contractor.

10.22 The Contractor acknowledges that the condominium is occupied. Contractor agrees to coordinate its construction activities so as to minimize the noise and inconvenience to the inhabitants of the units.

10.23 Any drawings, plans, specifications, analyses, proposals, reports, photographs, models or other information, data or documents proprietary to the Owner but not relating to the Contractor's means, methods, techniques or processes (whether in raw, preliminary or final form) which are developed by the Contractor while performing work under this agreement belong to the Owner and are Owner's confidential information.

10.24 The Contractor shall be responsible for any claims, including loss of use claims, made by individual unit owners, which are the result of Contractor's negligence or breach.

11. Warranties

11.1 The Contractor warrants to the Owner that materials used and equipment furnished shall be new and of good quality. The Contractor further warrants that the work will be free from material defects not intrinsic to the design and shall be in accordance with manufacturer's requirements to the extent applicable. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the product was not intended, improper or insufficient maintenance, modifications performed by the Owner or others, or abuse.

11.2 Contractor shall warrant its work for ~~two (2) years~~ ^{one (1) year} from the date of substantial completion. If, within the applicable warranty period, after the date the Owner provides written acknowledgement to the Contractor that the punch list has been satisfactorily completed ("Punch List Completion Date"), any work is found to be defective, the Owner shall notify the Contractor in writing. Warranties relating to materials shall be consistent with

manufacturer's warranties, unless such failure shall result in whole or in part by Contractor's failure to perform the work in accordance with applicable manufacturer's recommendations, product guidelines, the plans and/or specifications provided for herein, or any other guideline which impacts the performance of the material at issue. Contractor shall provide a written response to an Owner's warranty claim within seven (7) business days and shall correct the defective work within thirty (30) days to the extent reasonably achievable within that thirty day time frame. To the extent correction of the defective work is not reasonably achievable within said thirty (30) day timeframe, Contractor shall take all necessary and available action to correct the defect within a reasonable period of time.

11.3 Notwithstanding any language herein to the contrary, the warranty periods set forth in this Agreement shall begin upon the Punch List Completion Date described in Section 8.1.

11.4 The Contractor shall obtain from its subcontractors and suppliers any special or extended warranties required by the contract documents, if any.

12. Party Representatives

12.1 The Owner's representative is:

Ron Dowgul
J. Harrington & Associates, Inc.
rdowgul@gmail.com
850-249-5418

12.2 The Contractor's representative is:

Philip Jorgensen
Ameritech Enterprises, LLC
108 Estes Place
Panama City Beach, FL 32413
850-234-0800

12.3 The Work not performed by the Contractor with its own forces shall be performed by subcontractors who shall be required by Contractor to carry insurance which meets or exceeds the coverage set forth in Section 13 below, with the exception of the coverage provided in Section 13(c). Subcontractors shall be required to carry all licenses required by applicable law for the scope of work being performed by such subcontractor.

13. Insurance

13.1 Prior to the start of Contractor's work, Contractor agrees to obtain and maintain in full force and effect, at its own expense, until completion of all work herein and with insurance companies acceptable to the Owner:

- a. Statutory workers' compensation insurance in accordance with the requirements of the laws of the state of Florida;
- b. Broad form comprehensive general liability insurance covering personal injury, bodily injury, property damage, collapse, underground for both premises and operations; independent contractors/subcontractors, broad form contractual, products/completed operations, and fire legal liability. Minimum required limits shall be a) \$1,000,000.00 single limit per occurrence, b) \$1,000,000.00 bodily injury, c) \$2,000,000.00 property damage, d) fire legal liability \$100,000.00. Coverage for products/operations must be maintained for at least two (2) years after the construction work has been completed. Any liability aggregate shall be determined on a per job basis. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

- c. Umbrella Liability coverage at minimum limits of \$2,000,000 with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies.
- d. Comprehensive automobile liability insurance for owned, hired and non-owned and employee non-ownership, \$1,000,000.00 combined single limit per occurrence.
- e. All insurance held by Contractor provided herein shall be kept in full force and effect until termination of the warranty period.
- f. The Association shall be listed as an additional named insured on all policies of insurance listed in this Section 13. Naming the Association as additional insureds on Contractor's insurance policies is intended to apply only to the extent that a negligent act or omission by Contractor or its subcontractors, material provider or workers causes a claim to be asserted or a loss to be sustained by Association. This additional insured endorsement is not intended and shall not be construed to cause Contractor's insurer to be liable either to defend or to indemnify Association for claims against or losses sustained by Association that are not due to the acts or omissions of Contractor.
- g. Contractual Liability Insurance covering the Contractor's obligations under this Contract.
- h. A waiver of subrogation in favor of the Association shall be contained in the Workers Compensation, and all liability policies.

13.2 Contractor shall furnish certificates of insurance within ten calendar days of the effective date hereof to the Owner, attesting in each case to the existence of said insurance, showing applicable deductibles, if any, and a declaration stating whether the policy excludes punitive damages, is on a claims-made basis or contains limits aggregates that are materially impaired by prior claims. To the extent within the Contractor's knowledge and control, Contractor shall give immediate notice of cancellation or material change or intention of non-renewal to the Owner. The workers' compensation insurance shall similarly provide for advance notice to the Owner of cancellation or termination thereof. The Owner shall be named as an additional named insured and a certificate holder under each insurance policy required hereunder, except for workers' compensation. In addition, the insurance shall include contractual liability insurance covering the Contractor's obligations under this contract. In the event that Contractor fails to maintain any insurance coverage required under this contract, the Owner may terminate this contract should the Contractor not remedy this default within seven (7) business days of written notice from the Owner. The Owner shall be provided with copies of proof of insurance, and shall make any objections to the amounts or quality of said insurance, in writing, prior to entry of this contract. To the extent that Contractor's insurance as required under this Contract are materially impaired by prior claims, Owner may terminate this contract in its sole discretion pursuant to Section 6.3 herein.

14. Bond

The Contractor, at Owner's expense, shall procure and supply a payment and performance bond in an amount equal to the initial Contract Sum. The bond must be issued by a surety company having, at a minimum, a "Best Rating" of "A" by A.M. Best Company and licensed to do business in Florida.

15. Building Codes

The Contractor hereby represents and warrants to the Owner that the Contractor shall construct the work in compliance with the plans, specifications, governing building codes, and all other applicable national, state, county, or municipal codes ordinances, laws and ordinances, and in accordance with the terms of this agreement. To the extent that the Contractor becomes aware that the plans and specifications are not in compliance with all applicable national, state, county, or municipal codes, including but not limited to, the Florida Building Code and Bay County Building Code laws and regulations or to the extent that the Contractor is to perform any additional work, the

Contractor shall secure instruction from the Owner prior to proceeding with the work as not in compliance prior to proceeding with any additional work. Should the plans not be in compliance with applicable building codes, Contractor shall be entitled to an equitable adjustment for the cost of such additional work.

16. Jurisdiction

Venue and jurisdiction for any dispute involving this contract shall rest solely and exclusively within the Circuit Court in the State of Florida in and for Bay County.

17. Attorneys' Fees

In the event of any dispute of any nature arising from this contract, either during construction, after construction, or after termination of the contract, the prevailing party shall be entitled to recover reimbursement for all its reasonable attorney's fees and associated actual costs including, without limitation, all fees and costs incurred in establishing the entitlement to and/or the amount of said fees and costs as well as legal fees and costs related to post-judgment collection, if any.

18. Indemnification

The Contractor agrees that it will defend, indemnify, and hold the Owner harmless from all claims asserted against the Owner that arise out of Contractor's performance of the contract, whether those claims are the result of bodily injury or property damage or assertion of a contract right.

19. General Provisions

19.1 Neither the Owner nor the Contractor shall assign its interest in this agreement without the written consent of the other.

19.2 The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision.

19.3 The failure of either party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this agreement or to exercise any of its rights shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

19.4 The parties hereto expressly agree that this agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

19.5 This Agreement, along with its exhibits, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations and agreements, either written or oral. This agreement and each and every provision is for the exclusive benefit of the Owner and Contractor and not for the benefit of any third party, except to the extent expressly provided in this agreement.

19.6 No provision of this Contract shall be construed as a waiver of the right to confidential and privileged communications including, without limitation, the attorney-client privilege, the work product privilege, or the accountant-client privilege.

19.7 Except as otherwise provided in the Contract Documents, no claims for increases to Contract price will be allowed to the Contractor unless authorized by written Change Order by the Owner, or by written directive to perform the work by Owner.

19.8 By signing this Contract, Contractor hereby certifies that this agreement is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation other than the parties to this Agreement; and, that no person acting for, or employed by, the Association has a monetary or non-monetary interest in, or is concerned with, this Contract other than as specifically stated herein; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this Agreement.

This Agreement is entered into as of the day and year first above written.

WITNESSES:

Becly Jorgensen

OWNER:

BY: 
Printed name: Robert E. "Gene" Christian
Printed title: President, Aquavista Owner's Assn

CONTRACTOR:

Philip Jensen

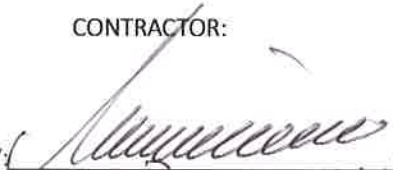
BY: 
Printed name: ROBERT MILLER
Printed title: MM

Exhibit A

AMERITECH ENTERPRISES, LLC

ROOFING SPECIALIST CCC 1325880
PROPOSAL & CONTRACT

TO: Aqua Vista Owners Association

OWNER: Same

OWNER ADDRESS: 17155 Front Beach Road, Panama City Beach, FL. 32413

PROPERTY ADDRESS: Same

PHONE:

TYPE OF SYSTEM: Standing Seam

ROOF SQ FT: 9,300

PRICE: The Roofing Contractor agrees to furnish all material, equipment, and labor for described work (unless otherwise stated) for the sum of:
Base Bid \$186,340.00

CONDITION: Subject to the terms and conditions hereinafter stipulated, the undersigned hereinafter referred to as "**Roofing Contractor**" agrees to:

Scope:

1. Provide all equipment, permits, insurances and supervision.
2. Work will be performed on both the east, west towers including Club house.
3. Remove small flat roof areas over existing elevator shafts and small roofs between the elevator on the north east corners of each towers.
4. No decking repairs included on flat areas (Concrete Decking).
5. Install bonded tapered system with a fully adhered .045 PVC membrane roof system. Color white.
6. Remove existing standing seam roof panels and underlayment.
7. Renail existing decking with stainless steel nails per Florida Building Code.
8. Replace rotten decking as needed we have 10 sheets allowed in this contract price. Any additional replacement will be charge by unit cost at 6.00 sf. Min 32 sf. or \$192.00 per sheet.
9. Apply new underlayment per manufactures recommendations.
10. Install a new .040 Aluminum 18" wide standing seam roof system complete with all roof related flashing.
11. Drexel will provide custom color (Petersen Berkshire Blue).
12. All fasteners & panel clips will be stainless steel.
13. Remove and replace existing coping cap with Drexel .040 Aluminum Custom color (Petersen Berkshire Blue).
14. Metal roof warranty. Provide a 20 year weathertightness warranty from the manufacturer this cover labor and materials.
15. Membrane roof warranty provide a 10 year membrane warranty form the manufacturer this only covers the materials.

TERMS: Following are our terms of payment and other conditions for work being performed:

1. Payment in full is due upon completion of work at job-site. Also 50 % down upon

REV 7/15/2016

AMERITECH ENTERPRISES, LLC

ROOFING SPECIALIST CCC 1325880 PROPOSAL & CONTRACT

- starting work.
2. Monthly payments will be required if the duration of the project exceeds 30 days. We will invoice on the 30th of every month.
 3. All collection fees, attorney fees, court costs, and any other expenses that arises out of the enforcement of this contract will be paid by the building owner or the signatory of this contract.
 4. A finance charge of 1 1/2% per month (18% annually) charge on past due accounts.
 5. If payment in full is not made, Ameritech Enterprises may reclaim materials used on the project and file material and labor liens.
 6. Warranties may take up to 30 days to be issued.
 7. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

INSURANCE: Ameritech Enterprises' workmen are covered by workman's compensation insurance and we also carry public liability and automobile liability on all jobs.

CONDITIONS: This instrument contains all of the terms and conditions under which the work is to be done and shall not be altered or modified except by an additional written instrument newly signed by both parties.

This proposal, when signed by both parties, immediately becomes a contract, but if not accepted under the conditions herein stated and within 10 days from the date hereof, cease thereafter, unless otherwise agreed to in writing by Roofing Contractor.

This contract is not subject to cancellation. Oral or other arrangements not appearing in this contract will not be recognized.

STATUTORY WARNINGS

LIEN LAW

According to Florida's Construction Lien Law (Sections 713.001 -- 713.37, Florida Statutes), those who work on your property or provide materials and services and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "Notice to Owner." Florida's Construction Lien Law is complex, and it is recommended that you consult an attorney.

chapter 558 notice of claim

AMERITECH ENTERPRISES, LLC

ROOFING SPECIALIST CCC 1325880
PROPOSAL & CONTRACT

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, up to a limited amount, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE money ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 n. monroe St., Tallahassee, FL 32399-0783, www.myfloridalicense.com.

Submitted by: Philip Jorgenson

Date: 7/15/2016

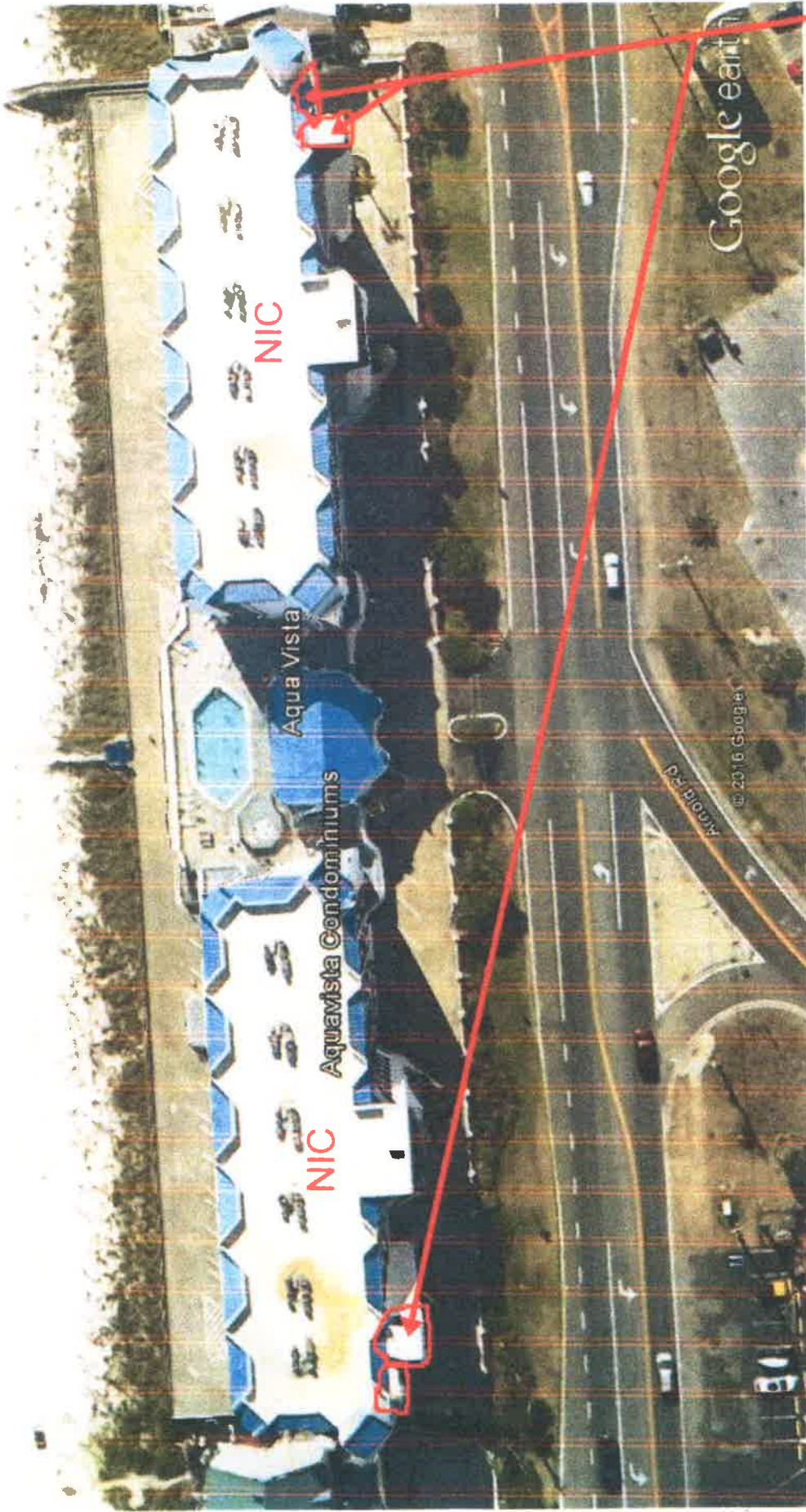
Accepted by Customer: _____
Print

Date: _____
Owner Signature

Accepted by: _____
Ameritech Enterprises Managing Member

Date: _____

AREAS OF WORK TO BE PERFORMED



1) ALL STANDING SEAM ROOF AREAS ON BOTH TOWER AND CLUBHOUSE/OFFICE WILL BE REPLACED

2) FLAT ROOF AREAS ON BOTH TOWERS TO BE REPLACED. NO OTHER FLAT ROOF AREAS ARE INCLUDED IN THIS CONTRACT.

AQUA VISTA *Kath E. Clark*
8/23/14
AMERITECH ENTERPRISES, LLC *[Signature]*

15