



John "The Greek" Painting

970 NE 40th Court Oakland Park, FL 33334
Office: (954) 563-4325 Fax (954) 565-2368
www.JohnTheGreekPainting.com

CONTRACT **COMMERCIAL EXTERIOR**

July 6, 2022

Village at SRL
% Star Paton
1 Gatehouse Road
Sea Ranch Lakes, FL 33308
954-943-8862
SPaton@vsrl.us

To Whom It May Concern:

John "The Greek" Painting (hereby referred to as "JTGP") are pleased to present this contract to prepare & paint the specified exterior surfaces of the commercial property at the aforementioned address.

Exterior Areas to be Painted

- Vertical Stucco Perimeter Wall & Bands
- Vertical Stucco Perimeter Walls & Bands Along the Side of the Residence at the end of the road (stop at the top of the wood fence)

Specific Tasks

- #1: Do not paint at walls covered by vines
- #2: Customer is responsible for supplying water & or cost of the rental water tank
- #3: Starting point at the corner of Publix Shopping Center Plaza & end at the Property Yard Line associated to the house at the end of the street

Areas Not to be Painted

Any other areas not specifically mentioned above.

Initial_____

ESTABLISHED IN 1977
RESIDENTIAL & COMMERCIAL

EXTERIOR
JOB PREPARATION & MATERIAL APPLICATION

Pressure Cleaning

We will use an industrial strength pressure cleaner to pressure wash said exterior surfaces to obtain a sound substrate and to remove all loose contamination, salt deposits and mildew. If paint peeling is present during pressure cleaning then JTGP will use a 'Turbo-Tip' in the pressure cleaning gun to remove blistering paint manually via the pressure cleaning. JTGP is responsible for cleaning up the big paint chips but NOT responsible for the complete clean up as the client will need to hire a landscaping company to do so.

JTGP is not responsible for any water damages, water intrusion, busted electrical outlets, surge boxes, any broken glass or for furniture any surrounding articles that are damaged while JTGP is on site. It is the responsibility of the client to provide adequate workspace with no obstructions.

We are not responsible for any water damage or leaks that occur after the pressure cleaning stage or process

Concealed Conditions

Occasionally unforeseen conditions exist under a painted surface that cannot be seen on a visual inspection. After pressure cleaning, these conditions may become evident. At times, these conditions may require additional labor and materials, resulting in additional charges. JTGP will make the client aware of these conditions immediately, if applicable.

Unforeseen Conditions

Any unforeseen conditions (i.e. FPL power lines or yard obstructions) & any other unanticipated circumstances that cause JTGP any additional staging or expense, will be flagged & work will stop unless resolved by the client and/or automatically charged to the customer for JTGP's time.

Primer

Specified stucco surfaces to be painted will receive one (1) coat of **ACRYLIC CLEAR PRIMER SEALER** applied per specification.

Patching

All stucco or masonry cracks will be bridged & patched generously over the said cracks with **KOVER KRACK ELASTOMERIC COURSE PATCH**. Any larger cracks will be rooted out manually with a putty knife then patched.

Note: Patches of any stucco cracks will be visible as an imperfection or 'scaring' on the finished painted stucco surfaces. We are NOT responsible for making it perfectly smooth only to prevent said crack from returning.

Initial_____

If applicable, rotted wood fascia will be rooted out manually. Then we will apply **WOOD BONDO** liberally over rooted out areas. We will then sand down the bondo smooth to achieve smoothness.

Caulking

All existing caulking in the areas to be painted will be checked for signs of deterioration & we will apply a continuous bead of **CAULKING COMPOUND** tooled in a professional manner, as needed.

Exterior Finish Coats

Specified stucco walls will receive two (2) coats of **PREMIUM EXTERIOR 100% ACRYLIC LATEX PAINT, FLAT or SATIN** by spray & back roll or brush & roller.

Color Schedule

Color schedule is signed by the client prior to commencement. This formal color schedule is part of the contract and if any color is changed onsite by the client, for any reason, there will be an additional charge billed to the client. The maximum allotted colors for each project is 3 total colors. Anything above the allotted 3 colors will incur additional cost.

Clean Up

We will be responsible for protecting all areas from possible paint splatters and for leaving the job site clean at the end of each workday. We will clean up all working areas of our tools & equipment but all fine construction dust is not the responsibility of JTGP to clean up. JTGP is not responsible for previous paint splatter from previous paint jobs. If Client insists that we remove the paint splatter from the previous paint job, the client will incur additional fees.

Work Schedule

We will man this project with one foreman & a crew for the duration of the project. It will take about 7 working days (weather permitting) to complete all work.

Tentative Work Schedule

JTGP will always provide a tentative work schedule but will be subject to change due to unforeseen circumstances, i.e. weather, previous change orders or situations completely out of our control. If the color schedule, and/or contract are not signed & deposit is not paid, then we cannot issue a start date.

Access, Moving Furniture & Valuables

Clients are responsible for providing adequate access to the work areas and for removing any personal items and valuables which includes automobiles and valuables. Any damages to personal items, vehicles, any overspray, grass damage

Initial_____

due to boom use, etc. are not the responsibility of JTGP while work is being performed by said company.

Claims & Existing Damage

JTGP is not responsible for old damage. All and any claims are innocent until proven guilty. We, as a company, will photograph any existing damage and submit it to the client directly for clarity and transparency. If and when JTGP is responsible for any worksite mishaps, we will determine with the client in good faith.

Contract Sum

\$12,800 Total Labor & Materials

Payment Schedule

- ½ (one half) of the total price at signing this agreement
- ½ (one half) of the total price upon completion of the work

**** Please Note: If pending punch-list needs to be executed on this project then we will collect payment at 90% of contract sum & then final payment is to be promptly paid upon completion of final punch-list***

**** Any revisions or “Add ons” to the contracted Scope of Work requested by client on site will be automatically charged at \$95 ‘Per Man Hour’ + associated paint materials to execute these “Change Orders.”***

**** We have several methods of payment: ACH/Electronic Checking, Check, and Cash. If you wish to Wire Transfer, there is + wire fee. If you wish to use a Credit Card, there is a + 5% processing fee.***

WARRANTY

JTGP gives the client a limited **EIGHT (8) YEAR WARRANTY** for specified exterior vertical stucco, in specified scope of work, against any paint blistering or peeling of paint. JTGP is responsible for any deficiencies in said stucco areas or for paint failures due to our lack of workmanship, surface prep, primer application or paint adhesion to these specific stucco surfaces.

In the event of blistering or peeling paint, JTGP will examine this alleged paint failure to provide a report to the client. JTGP can and will involve the Paint Manufacture in determining the reason behind the paint failure. If it is determined that the paint failure is caused by anything else other than our lack of workmanship, then JTGP is NOT RESPONSIBLE for any part. If it is determined that we are responsible for said paint failure, then JTGP will address issues in a timely manner,

Initial_____

after the formal inspection of JTGP and the assessment of the paint manufacturer is completed.

JTGP does not warranty any other surfaces besides vertical stucco. JTGP does not warranty floors, does not warranty wood, and does not warranty waterproofing jobs.

Any project with a formal paint specification from a paint manufacturer shall be inspected by the paint manufacturer's representative, this warranty shall be signed by all parties at the completion of the project for formal official warranty.

Terms

This Contract is valid for one (1) month from the date above. JTGP must receive a signed copy of this Contract, along with a deposit, within that time frame. Otherwise, this Contract will be considered void and no longer valid.

Acceptance of this Contract by Owner shall be acceptance of all Terms and Conditions recited herein. Upon acceptance, this Contract shall become a binding contract between Contractor and the Owner.

Execution and Binding on Successors and Assigns This Contract may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Contract shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.

Upon signing of this contract, an invoice will be issued that shall be paid immediately or no later than five (5) business days. All money owed becomes past due five (5) days after the original invoice date. If the Customer fails to make a full and complete payment of any invoice issued by JTGP to Customer, JTGP shall have full authority to cause all work on the Customer's project to cease and remain inactive until any and all invoices issued by JTGP to Customer are fully satisfied. During this period of work stoppage, Customer agrees that JTGP is not liable for any damages whatsoever, whether to personal or real property, that may occur or result from the work stoppage. Customer agrees that its own failure to make timely payment of JTGP's invoices is the cause-in-fact and proximate cause of Customer's own damages.

Delinquent Payment Penalty of 1.5% per month (18% per year) will be added to all unpaid balances. Any checks that bounce for any reason will be subject to a \$250 bank fee. A 5% processing fee will be charged per credit card transaction.

Initial_____

Governing Law and Venue. This Contract shall be governed by, and construed under, the laws of the State of Florida, and the venue shall lie in the courts of Broward County, Florida. Each of the Parties hereto consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Contract, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Contract.

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 a permit or special access is required for the work, the Customer will pay fees associated with the same. If required, Customer will secure permission to work on or over adjoining property at no cost to JTGP.

Any additional work ordered by a customer or deemed as "Unforeseen" extra work on a project will be considered a "Change Order" to the originally agreed upon scope of work, with additional cost added to the original contract sum. Any "unforeseen" issues or additional work ordered will be priced out prior to work being performed. If work ordered by a customer is not pre-negotiated, then an automatic charge of \$95 per man hour plus the cost of materials to execute a "Change Order."

No work will be performed by JTGP without a signed "color schedule." Any color changes made by the client will be subject to a "Change Order" & will incur extra cost to the original contract sum to repaint any areas. JTGP assumes zero responsibility for client's disliking of signed color schedules once work is performed.

Work to be done as specified, in a professional manner, to normally accepted industry standards. JTGP has a strict working schedule that gets affected by unforeseen issues on projects, weather & client's change orders. Respectfully, we will work to best accommodate each client's schedule & communicate any changes. We work our best for each project to complete in a timely manner. If for any reason beyond JTGP's control, including, but not limited to, an act of God or any unforeseen weather conditions, the work described in this Contract is unable to commence or be completed, JTGP is not liable to Customer for any damages or delays related thereto. Additionally, JTGP reserves the right to terminate this Contract.

Attorneys' Fees and Costs in Action for Breach In event that any party breaches this Agreement, the breaching Party shall pay all reasonable attorneys' fees, costs and expenses incurred by the non-breaching Party relating to enforcement, whether arising out of this Agreement or any violation of any federal or state laws, including but not limited to the collection of any unpaid balances under this Agreement.

Initial_____

Any inaccuracies or untruths told by client on any online reviews or forums that besmirch JTGP in any way are subject to libel lawsuits. Any associated legal fees will be paid by the client in regard to said libel infraction.

CONTRACT EXECUTION

Customer agrees that by signing this agreement, this becomes a valid & binding Contract between the Customer & JTGP that authorizes JTGP to perform the work described herein, and that the Customer is accepting all of the terms, conditions, stipulations & contract sum.

**Monique Argiropoulos, Chief Operator
C/O JOHN "THE GREEK" PAINTING, INC.
License # 90-5744-PU-X**

Date

Customer/Authorized Agent Signature

Date

Printed Name

COLOR SCHEDULE

Paint Brand & Color Code	Paint Finish	Application Area

Initial_____



ESTABLISHED IN 1977
RESIDENTIAL & COMMERCIAL

Initial_____



**ESTABLISHED IN 1977
RESIDENTIAL & COMMERCIAL**

Initial_____



Initial_____

**ESTABLISHED IN 1977
RESIDENTIAL & COMMERCIAL**



Initial_____

**ESTABLISHED IN 1977
RESIDENTIAL & COMMERCIAL**



Initial _____

ESTABLISHED IN 1977
RESIDENTIAL & COMMERCIAL