



T: 954-957-9761 F: 954-957-9766

Hartzell Painting
3195 N Powerline Rd Suite 101
Pompano Beach, FL 33069

February 6, 2024

PROFESSIONAL PRESSURE CLEANING 5-YEAR CONTRACT

Specifically prepared for: Pine Ridge HOA, Inc.
(hereafter known as "Client")
13751 Oneida Dr.
Delray Beach FL 33446
Phone (317) 518-5399
Email: cosmob54@gmail.com
ATTN: Board of Directors of Pine Ridge

Billing Address SAME AS ABOVE

Job site/Reference location SAME AS ABOVE

SCOPE OF WORK IN SUMMARY: *Driveways/Walkways – (224) Total*

- a. Pre-wash with HTH and commercial detergent injected into our storage tank and pumped on concrete surfaces as pre-wash and allow solution to soak for approximately 20 minutes.
- b. Lightly pressure clean all areas listed above.
- c. Rinse down these areas to the best of our ability.

NOTES:

- *If there any damage to the landscaping, Hartzell will replace any plants "killed" from the cleaning process. Please allow 45 days for all minor foliage damage to re-grow before any request is made for replacement.*
- *Above described work will not remove stubborn stains such as black olive tree stains, rust, sprinkler, penetrating or discolorations in the natural concrete*

CONDITIONS

General. Hartzell will supply all materials, tools, and equipment necessary for the Scope of Work. It is understood by all parties to this Proposal/Agreement that Hartzell, its agents, etc. are not employees of the Client. Hartzell complies with OSHA and the Construction Safety Act and is a drug-free workplace.

Insurance & Licensing. Upon request, Hartzell will furnish suitable insurance certificates covering liability and property damage. Further upon request, for the additional sum of \$250.00, the Client will be named as an additionally insured for those policies – Proof of Workman's Compensation coverage will be available. Policies shall be kept in force during the service period. Hartzell shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

CONTRACT VALUE:

Please Initial
Accept/Decline

Pressure cleaning Driveways/Walkways (224) Total: **\$6,720.00**
5-Year Contract

Accept WPS Decline _____

PAYMENT DUE UPON COMPLETION OF WORK

This proposal is subject to acceptance within thirty (30) days and is void thereafter at the option of Hartzell.

TERMS

The term "Final Completion" as used in this Agreement shall mean where the Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations under the Agreement have been fulfilled.

All payments for goods, materials, equipment, costs, labor, services rendered and any other financial obligation of the Client, are due the day of completion. Any invoice not paid within ten (10) days shall be subject to interest at 1.50% per month.

Attorney's Fees, Jurisdiction, and Venue: Hartzell, or the prevailing party if a lawsuit is filed, shall be entitled to recover all its attorney's fees, costs, expenses, and any other fees incurred in connection with collecting any amounts due and owing under this Proposal/Agreement. This provision includes invoices which remain outstanding for more than sixty (60) days. This entitlement shall include in pursuit, in litigation, in mediation, in arbitration, at all appellate levels, in bankruptcy, and for the collection and enforcement of any judgment. This also includes all attorney's fees and costs for litigating entitlement to attorney's fees and costs and determining the amount of recoverable attorneys' fees and costs. Florida law shall apply to this Proposal/Agreement and the exclusive jurisdiction and venue for any dispute relating to, or arising out of, this Proposal/Agreement shall be instituted in the appropriate Circuit or County Court for the 17th Judicial Circuit in and for Broward County, Florida. Each party consents to personal jurisdiction, subject matter jurisdiction, and venue in Broward County, Florida.

Hartzell will, on occasion, take photos or videos of properties for the purpose of use in social media and/or marketing campaigns and materials. You herewith give consent for Hartzell to use any images or video that may be taken of said properties for these purposes.

GENERAL PROVISIONS

Delay/Damages: Hartzell shall not be responsible for delay caused by the Client, any owner, resident, or tenant, any other person or entity hired by the Client, any other entity or person over whom Hartzell has no control, an act of God, or force majeure. Force majeure shall mean, by way of example, and not in limitation, fire, governmental act, delay in government inspections, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather, and unavoidable casualties, and other causes beyond Hartzell's control. To the extent the delay is caused by the Client, any owner, resident, or tenant, or any other person or entity hired by the Client, then Client shall be responsible to Hartzell for all Hartzell's actual costs caused by such a delay. Should the Client terminate Hartzell or otherwise cancel any proposal or agreement with Hartzell without good cause, the Client will be responsible to Hartzell for all service already provided, for all materials already provided or ordered, and any other actual costs that have been expended by Hartzell, including, but not limited to, for overhead, mobilization, and lost profits.

Acceptance, Understanding, and Benefit to Others: This Proposal/Agreement shall be deemed to have been fully accepted when executed by the Client. It shall be deemed to have set forth the entire understanding and agreement

between the parties to this Proposal/Agreement and supersedes all previous understandings, written or oral, relating to the subject matter of this Proposal/Agreement. This Proposal/Agreement, upon acceptance by the Client, may only be amended, modified, or supplemented by a written instrument signed by the Party against whom it is sought to be enforced. All the terms and provisions to this Proposal/Agreement shall be deemed to apply, and be incorporated therein, to any subsequent proposal or agreement between the parties to this Proposal/Agreement. This Proposal/Agreement shall not be deemed to benefit any party not a party to this Proposal/Agreement.

Authority to Bind: The persons executing this Proposal/Agreement represent and warrant that they have the full authority and power to sign, on behalf of the party for whom they are signing, and that their signature on this Proposal/Agreement shall be binding on such party. For Association Clients, said representation includes that no further action, such as the approval of a Board of Directors, is required.

Mutual Negotiations: This Proposal/Agreement was created through mutual negotiations with each party having consulted with, or having had the opportunity to consult with, counsel. As such, the doctrine of contra proferentem shall not apply against any party to this Proposal/Agreement.

This Agreement between Pine Ridge HOA, Inc. and Hartzell Painting is accepted
and agreed upon this 5th day of April, 2024.

Pine Ridge HOA, Inc.

By:

(Signature)

William Brown

Hartzell Painting

George Holman
George Holman, Senior Vice President

President, Pine Ridge at Delray Beach HOA, Inc.

(Title)