

STANDARD CONTRACT AGREEMENT
MEADOWOOD CONDOMINIUM ASSOCIATION
5286 Meadowood Ln, Westerville, OH 43082

DATE: 4/29/26

This Agreement between:

Meadowood Condominium Association AND M&M Custom Painting
Condominium Association Contractor

The parties to this agreement are the Meadowood Condominium Association, hereinafter referred to as the "Association", and the M&M Custom Painting Company, hereinafter referred to as the "Contractor".

1. In consideration of the financial agreements recited in this Agreement between the Association and the Contractor, the parties agree as follows: 1. The Contractor agrees to perform the services set forth fully in the attached Addendum I for the sum of **Fifty Thousand Four Hundred Dollars (\$50,400.00)** which has been reviewed and approved by both parties ("Contract Amount"). This Addendum describes the scope and nature of the work that the Contractor is undertaking to complete.
2. Replaced damaged/rotted wood, per B.1 of Scope of Work, will be completed at Six Dollars (\$6.00) per finished installed board foot ("Wood Repairs"). Work to be completed after authorization from a Meadowood Board Director in writing.
3. The Contractor will commence work under this contract on or after **June 1, 2026**, and so long as this Agreement is in force, Contractor will continue such work until completion of all work called for under this Agreement. All work shall be completed on or before **September 1, 2026**. If work is not completed on or before September 1, 2026, Association shall be entitled to withhold 10% of the Contract Amount specified in paragraph 1 above.
4. The Association will pay the Contractor for the Contractor's services herein as per the attached draw schedule noted in the scope of work. The contractor shall be required to submit a written request for payment no less than five (5) days from date of any payments made by the Association pursuant to this Agreement.
5. In the event the Contractor fails to perform the undertakings recited in this contract or commits an act of default pursuant to the terms and conditions of this Agreement or related documents, the Association may, at its option, terminate this Agreement upon forty-eight (48) hours written notice to Contractor.
6. Unless otherwise specifically agreed and set forth herein, this Agreement may be terminated by the Association at any time without cause. In order to execute such termination, the Association will give the Contractor no less than ten (10) days written notice of such termination. In the event of such termination, the Association will pay the

Contractor for all work properly performed pursuant to this agreement and the scope of work provided up to the date of the termination. The Association will have no further obligation or liability to the Contractor including the date of termination and thereafter.

7. The Contractor will deliver material and labor lien waivers, duly executed, at the time of disbursements made under this Agreement. Notwithstanding the foregoing, the material and labor lien waivers, shall be provided to Association withing thirty (30) days following completion of all work and payment of the Contract Amount, including amounts owed to Contractor for Wood Repairs.
8. All work performed or to be performed by the Contractor hereunder will be performed in a good and workmanlike manner, free from all defects. All work performed and all materials, equipment or other personal property furnished by the Contractor are hereby guaranteed by the Contractor to be free from all defects for a period of one (1) calendar year from the date on which the work under this contract is finally performed and accepted by the Association. During the guarantee period, the contractor will, promptly upon request of the Association, furnish all labor, materials, equipment and other things necessary to correct or replace any defective work, materials, equipment or other personal property installed or furnished under this contract, all at no additional cost to the Association.
9. All work performed hereunder by the Contractor will be in strict compliance with any and all federal, state and local laws, ordinance rules or regulations which may apply thereto, including but not limited to the Federal Occupational Safety and Health Act. Any final penalties or other cost or expenses (including reasonable attorney' fees) imposed or incurred by the Association by reason of the Contractor's failure to so comply, or in bringing the work into such compliance, will be the responsibility of the Contractor and Contractor agrees to indemnify the Association against and/or reimburse the Association for any such fines, penalties, costs or expenses. Any permits or licenses or other governmental authority or permission necessary to perform the work hereunder shall be obtained by the Contractor at the Contractor's sole cost and expense.
10. All work to be performed hereunder will be performed by the Contractor and/or the Contractor's bona fide employees. No part of the work will be subcontracted by the Contractor or performed by any other person, firm or corporation without the prior written consent of the Association, and the Association shall not be required to pay for any work performed in violation of this paragraph. Any work performed by subcontractors or other persons with the Association's written consent will nevertheless be the responsibility of the Contractor (including the Contractor's guarantee as set forth herein) as fully as though said work had been performed by the Contractor. In addition, the Association will have such remedies as may be permitted by the law against such subcontractor or other person.
11. The Contractor hereby agrees to indemnify and save harmless the Association, their agents and employees, from any and all liabilities, losses, expenses, damages, claims or injuries, howsoever caused, to any persons or property arising or claimed to arise directly or indirectly from the performance of services under this Agreement.

12. The Contractor hereby agrees to indemnify and save the Association harmless against and from any and all claims by any person for work performed or materials or equipment supplied in connection with the services which are the subject matter of this Agreement, including but not limited to any claim for Mechanic's Lien. Such indemnification shall include but is not limited to all cost of defense of any such claim.
13. The Contractor will provide, at Contractor's sole cost and expense, such insurance including Worker's Compensation insurance for Contractor's employees and public liability insurance, as the Association may reasonably require. Such insurance to be with companies and in such amounts as is reasonably satisfactory to the Association but in any event, commercial general liability coverage in an amount no less than \$1 million per occurrence/\$2 million aggregate. Evidence of said insurance shall be provided to the Association prior to commencement of any work pursuant to this Agreement.
14. In event the Contractor fails or refuses to complete, correct or repair defective work within fifteen (15) days after having been requested by the Association to do so, whether such request is made during the progress of the work or during the guarantee period thereafter, the Association will have the right, but not the obligation, to complete, repair or correct such work or have it done by other persons and charge the cost thereof to the Contractor. The Contractor will, in addition, be liable to the Association for all loss or damage which it may sustain by reason of the Contractor's failure or refusal to complete, repair or correct such work. The rights and remedies of the Association as set forth in this paragraph will be in addition to all other rights or remedies which may be available to the Association at law or in equity.
15. Nothing in the Agreement will be construed so as to create the relationship of employer-employee or master-servant, and it is expressly understood that the Contractor will have the status of independent contractor.
16. Waiver of any breach hereof will not constitute a waiver of any subsequent breach of the same or any provision hereof.
17. Although drawn by the Association, the Contract will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.
18. This Contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind any of the parties hereto. This Agreement may not be amended, altered or changed without the written approval of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators and assigns.

CONTRACTOR:
M&M CUSTOM PAINTING

By: Terry McGinnis

Name: Terry McGinnis

Title: Owner

ASSOCIATION:
MEADOWOOD CONDOMINIUM ASSOC.

By: Debbie Fine

Name: Debbie Fine

Title: President

ADDENDUM I

Meadowood Condominium Association
5286 Meadowood LN
Westerville, OH 43082
Dave Jones, Management Agent
centralbuckeye@columbus.rr.com
614-459-1406

RE: 2026 Exterior Painting Project

A. SCOPE OF WORK

The work performed by the contractor shall include, but not be limited to, all labor, tools and material to prepare surfaces and apply paint as described below:

1. Exterior painting of seventeen condo buildings. Four Model styles per building.

Models consist of Canterbury, Abbey, Villa and Chateau.

A. Includes LP SmartSide siding, wood trim, garage doors, patio fences and utilities boxes/meters attached to condos.

B. Repair and replace all compromised caulking.

C. Repair and replace any damaged and/or rotted wood with like kind upon agreed amount and authorization.

D. Does not include metal trim, metal fascia, metal soffits, gutters, entrance swing doors, un-attached utilities or mailbox stations.

2. Exterior painting of Clubhouse.

E. Includes LP SmartSide siding, wood trim, wood fascia, wood soffits. Also, all metal entrance doors on East side only.

F. Repair and replace all compromised caulking.

G. Repair and replace all damaged and/or rotted wood with like kind upon agreed amount and authorization.

H. Does not include metal trim, metal fascia, metal soffits, gutters, entrance swing doors on West and South sides, fencing and unattached utilities.

B. PREPARATION

1. High pressure clean all areas to remove surface contaminants, mildew, dirt, etc.

2. Remove or secure as required any dirt, grass or mulch to expose all required painting surfaces.

3. Remove any loose or peeling paint, wire brushing where necessary, to expose clean, paintable substrate.

4. Remove aluminum downspouts, clean and replace upon completion of underlying surface.

5. Remove or mask off all light fixtures and return to working position upon completion of underlying surface.
6. Remove all building numbers and return upon completion of underlying surface.
7. Remove any loose or failing caulk from around perimeter or transition joints.
8. Re-caulk as required any repaired or compromised joints around all windows, door frames or transition joints to prevent exterior moisture intrusion.
9. Replace all damaged or rotted trim after agreed upon additional cost and authorization from a Meadowood Board Director. Please provide your additional repair pricing in proposal.
10. Protect all areas adjacent to painting: light fixtures, screens, air conditioning, driveways, vehicles, garage interiors, sidewalks, other utilities and landscaping during all work.

C. PAINTING

1. All siding and garage doors to receive (2) coats of Sherwin Williams Duration Exterior Satin Latex. Match existing color: Meadowlark. Repaired areas to receive initial primer coat before finish coat.
2. All trim to receive two (2) coats, by hand brush, of Sherwin Williams Duration Exterior Satin Latex. Match existing color: Silver Clamshell. New trim boards to primed coated prior to two finish coats.
3. All patio fences to receive two (2) coats, of Sherwin Williams Woodscapes Exterior Acrylic Solid Stain. Match existing color: Custom formula match.
3. Material shall be that as specified and applied following all the manufacturer's recommendations.
4. Materials shall be applied without runs, sags or cracking.
5. The contractor is responsible for material damaged by paint.
6. Contractor is to schedule work so that paint is applied when weather conditions are in accordance with manufacturer's specifications. Siding and trim must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior a rain event or dew and frost forming. The contractor assumes all responsibility and accountability for painting under adverse conditions.

D. CLEAN UP

1. All trash is to be disposed of properly on a daily basis.

E. PAYMENT SCHEDULE

1. Payment less 10% retainage will be paid upon completion of each building as approved by the Meadowood Condominium Association Board.
2. Final retainage will be paid within 60 days of completion of entire project as approved by the Meadowood Condominium Association Board.

F. SAFETY

1. Contractor shall at its own expense, protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the work. Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including, but not limited to federal and state OSHA regulations.
2. Contractor shall prohibit/prevent the presence or use of alcohol or drugs by its employees, permitted subcontractors or suppliers at a job location or performance by any such person under the influence of alcohol or drugs. Contractor shall immediately pay all fines or penalties assessed upon contractor relating to the work. Contractor shall conduct inspections to determine that safe working conditions and equipment exist and safe practices are observed, and accepts sole responsibility for providing a safe place to work for its employees and the employees of all subcontractors and material suppliers.
3. Prior to commencing any work, Contractor to provide Meadowood Condominium Association Board a copy of their current Workers Compensation Certificate, Business General Liability Certificate and Business License.
4. All Meadowood common area is identified as non-smoking. Contractors wishing to smoke may do so only in company vehicles.

CONTRACTOR
M&M CUSTOM PAINTING

By: Terry McGinnis
Name: Terry McGinnis
Title: Owner

ASSOCIATION
MEADOWOOD CONDOMINIUM ASSOC.

By: Debbie Fine
Name: Debbie Fine
Title: President