
PAINTING CONTRACT

This Painting Contract (the “**Agreement**”) is entered into this ____ day of _____, 2026 (the “**Effective Date**”), by and between **Creative Painting, Inc.**, having a registered address at 5055 Stillwater Terrace, Cooper City, FL 33330 (hereinafter referred to as the “**Contractor**”), and _____, having a registered address at _____ (hereinafter referred to as the “**Owner**”), collectively referred to as the “**Parties**”, who voluntarily and mutually agree to the terms and conditions stipulated herein, thereby entering into a legally binding agreement.

1. Scope of Work

The Contractor agrees to furnish all necessary supervision, to order all materials, tools, equipment, and supplies necessary to complete the exterior painting further described in the Exterior Painting Proposal attached as **Exhibit A** (the “**Project**”). The Project shall include, but is not limited to, the complete exterior repainting of a 16-building townhome community and one pool house (the “**Work**”). The Project is to be performed at the following address:

~~1080~~ **1800** NW 124th Terrace, Pembroke Pines, FL 33028

 (“**Property**”)

2. Project Timeline

The Project will commence on _____, and will be completed by _____.

3. Compensation and Payment Terms

The Owner agrees to pay the Contractor the sum of **\$202,745.00** for the Work to be performed under this Agreement payable as follows:

Deposit: \$0.00 due at signing of Agreement

Progress Payment: Owner shall make progress payments to Contractor every fifteen (15) days during the course of the Work. Each progress payment shall be based on the percentage of Work completed as of the payment application date, as reasonably

determined by the Contractor and subject to Owner's review and approval, which shall not be unreasonably withheld.

~~Final Payment: Final payment shall be made upon full completion of the Work.~~
Final payment shall be made upon completion of the work and a Contractor's Affidavit of Payment being signed and notarized.

Contractor shall submit a written payment application identifying the Work completed and the corresponding amount due. Payment is due within fifteen (15) days of receipt of payment application. Failure to pay within this term will result in a late fee of 1.5% of the unpaid invoiced amount per month.

4. Contractor Responsibilities

The Contractor shall oversee all aspects of the Project from start to finish, coordinate and schedule painters and materialmen, ensure all work is completed on time and within budget, communicate regularly with Owner on progress or updates, supply and deliver all agreed-upon building materials, perform all work professionally and in accordance with building codes and industry standards, maintain general liability and worker's compensation insurance at all times during the Project duration, ensure the Property is kept broom clean and safe, not disturb any neighboring tenants.

5. Owner Responsibilities

The Owner shall provide access to the Property as needed, make timely payments as outlined in the Compensation and Payment Terms, review and approve or reject any design changes, change orders, or substitutions in a timely manner, participate in the final walkthrough to identify any punch list items.

6. Change Orders

Any changes to the Scope of Work not listed in this Agreement may result in additional charges, which shall be communicated and agreed upon before proceeding ("**Change Order**"). Either Party may request changes in writing and understand that any additional work or material upgrades may result in additional charges or affect the Project Timeline. Upon Contractor's receipt of Owner's written Change Order request, Contractor shall submit to Owner a written change order agreement ("**Change Order Agreement**"), which shall include a description of the

changes to the Scope of Work, any associated costs or credits, and the impact on the Project Timeline. The Owner agrees to review and approve or reject the Change Order Agreement in a timely manner. No change in work will proceed until the Change Order Agreement is reviewed, agreed upon, and signed by both Parties.

7. Liability Insurance

The Contractor agrees to maintain at all times during the Project Timeline general liability insurance in the amount of \$1,000,000 and Workers' Compensation insurance and is required to provide documentation verifying the existence of such insurance whenever it is requested.

8. Warranties and Guarantees

The Contractor agrees to provide a warranty ensuring that the work will be free from defects in materials and workmanship for a period of one (1) year from the date of Project completion. Any defects identified during this period will be promptly repaired by the Contractor at no extra charge to the Owner.

one
year
vendor
warranty

9. Termination

Either Party may terminate this Agreement with **10 days'** written notice if the other Party fails to meet their obligations under this Agreement. In the event of termination, the Owner will be responsible for the payment of all work completed up to the termination date.

10. Notice of Commencement

The Owner shall be responsible for obtaining, recording, and posting a valid Notice of Commencement ("NOC") in accordance with Florida Statutes Chapter 713 prior to commencement of the Work and shall provide the Contractor with a certified copy of the recorded NOC. Contractor shall not be required to commence Work until the recorded NOC has been provided.

NOC
shall only
be valid
for 6 mos

11. Liens and Waiver of Liens

The Owner acknowledges and agrees that, in accordance with state and local law, the Contractor reserves the right to serve a Notice to Owner to preserve their construction lien rights against the

Property if the Owner fails to fulfill their payment obligations as outlined in Section 3 of this Agreement. Owner acknowledges that any such Notice to Owner is a statutory requirement and does not constitute a lien or a reflection of nonpayment. By entering into this Agreement, the Owner expressly agrees that in the event the Owner fails to make any scheduled or agreed-upon payments within the timeframes specified in this Agreement, and after reasonable attempts by Contractor to collect payment, the Contractor may initiate legal procedures to protect their right to compensation. This includes the filing of a mechanic's lien on the Property. The Contractor will provide any written notice as required by law, prior to filing a lien. The Owner understands that a mechanic's lien will become a matter of public record and may impact the ability to refinance, transfer, or sell the Property until the lien is resolved. The Owner also agrees to pay for any reasonable costs incurred by the Contractor in the lien process, including filing fees, interest, attorney fees or collection costs. Once all outstanding balances have been paid, the Contractor will promptly issue to Owner a lien release.

12. Entire Agreement

This Agreement reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. This Agreement may not be amended, altered, or supplemented except in writing signed by both the Contractor and Owner.

13. Legal and Binding Contract

This Agreement is a legal and binding agreement between the Parties. The Parties each represent that they have the authority to enter into this Agreement.

14. Applicable Law

This Agreement shall be governed by the law of the State of Florida, and the jurisdiction and venue for the hearing for any matter in dispute shall be with the Broward County Circuit Courts of Florida.

BY SIGNING BELOW, THE OWNER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND THAT THE OWNER IS SATISFIED WITH THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. THE OWNER SHOULD NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Creative Painting, Inc.
(the "Contractor")

(the "Owner")

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT A
EXTERIOR PAINTING PROPOSAL