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MAINTENANCE SOLUTION**

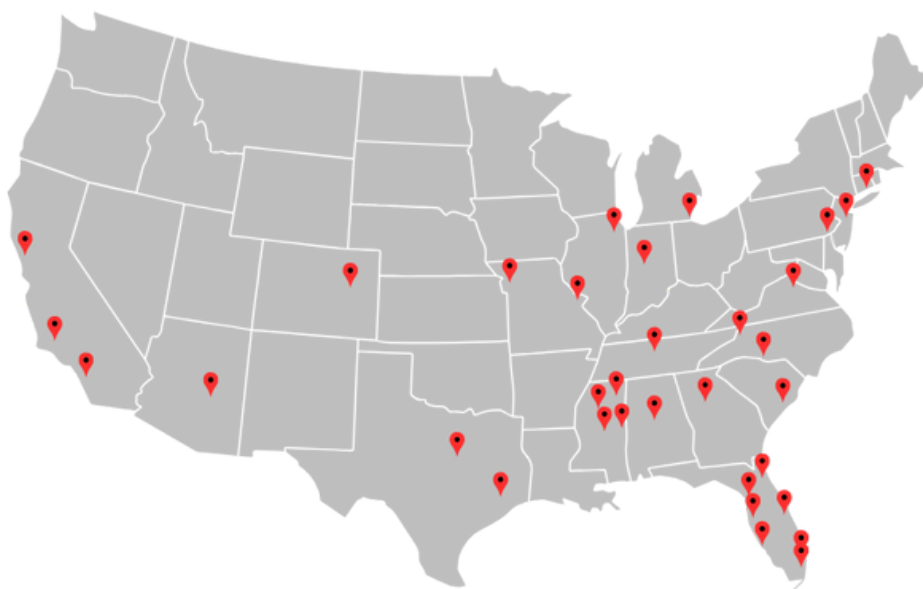
OPP-25-042826  
852 Killarney Ct  
Julie Song

Steven Schwartz  
[steven.schwartz@rosepaving.com](mailto:steven.schwartz@rosepaving.com)



# Paving Our Path

In December 2024, **Rose Paving** and **Atlantic Southern Paving (ASP)** merged to form one of the largest self-performing paving companies in the United States. This strategic union combines their complementary geographic footprints, creating an expansive nationwide network with unparalleled reach. Operating under the Rose Paving name, the merger unites over 1,000 employees across 33 offices, enhancing their ability to deliver best-in-class paving solutions and superior service to clients nationwide.



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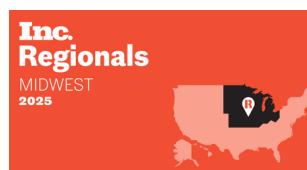
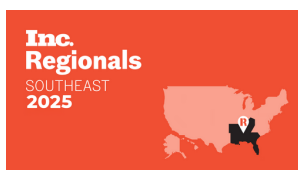
Serving Commercial & Residential HOAs/COAs



Same great team



33 Office Locations



[www.RosePaving.com](http://www.RosePaving.com) (954) 581-5805



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# PROPOSAL

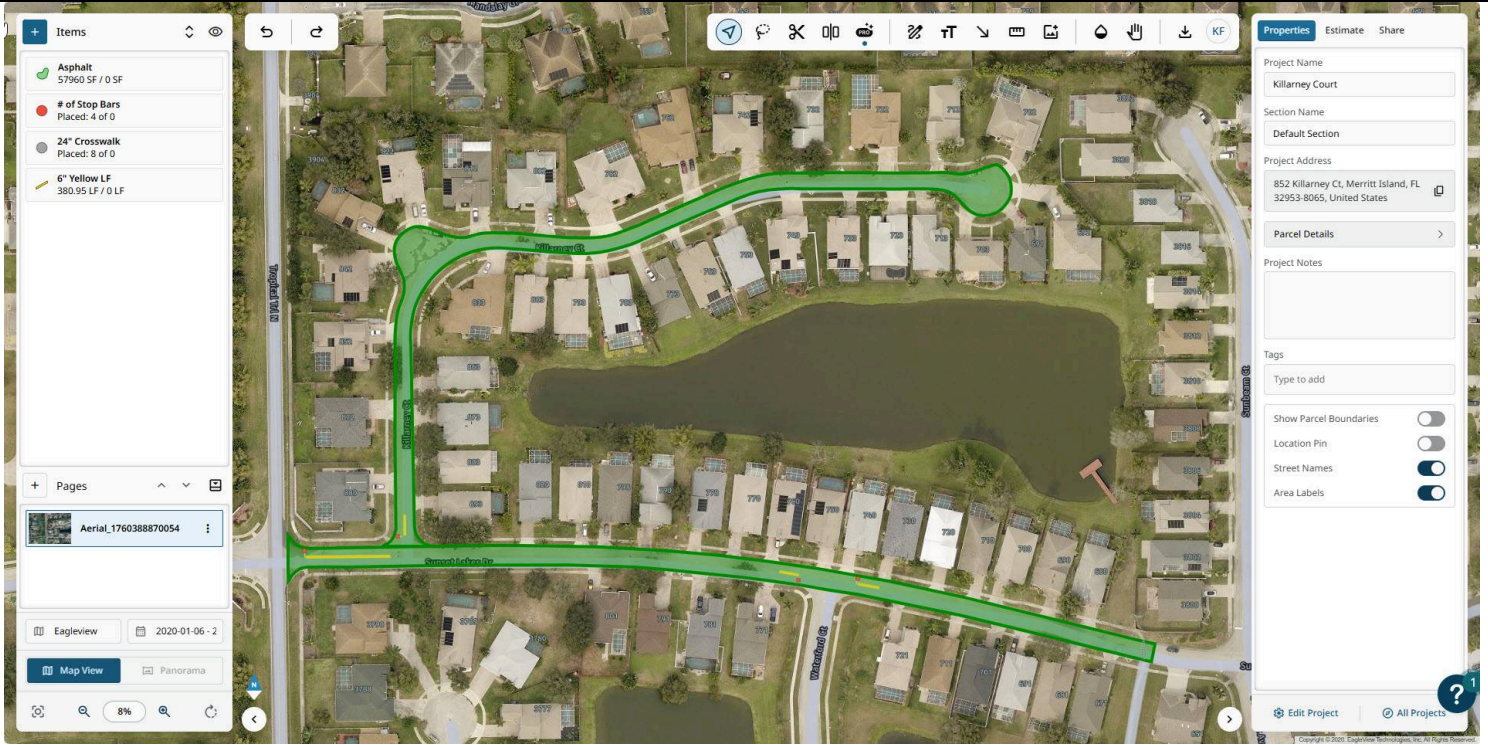
OPP-25-042826  
10 / 17 / 2025

Account Information	Contact Information	Rose Paving Information
<b>Account Name:</b> Killarney Court	<b>Contact Name:</b> Julie Song	<b>Account Executive:</b> Steven Schwartz
<b>Street Address:</b> 852 Killarney Ct	<b>Contact Email:</b> julieksong02@gmail.com	<b>Email:</b> steven.schwartz@rosepaving.com
<b>City State Zip:</b> Merritt Island FL 32953-8065	<b>Contact Phone:</b> 321-246-1885	<b>Cell:</b> 914.224.9901

**Notes/Exclusions**

1 Day Mill & 2 Days Pave. Striping included in price.

PRICING TABLE			
Service Line Name	QTY	U of M	Subtotal
Asphalt - Remove and Replace	57960	SF	\$117,850.00
<b>Total</b>			<b>\$117,850.00</b>



The screenshot displays a web-based mapping application interface. The central map shows an aerial view of a residential neighborhood with a green highlighted path along a street. The interface includes several panels and toolbars:

- Left Panel:**
  - Items:**
    - Asphalt: 57960 SF / 0 SF
    - # of Stop Bars Placed: 4 of 0
    - 24" Crosswalk Placed: 8 of 0
    - 6" Yellow LF: 380.95 LF / 0 LF
  - Pages:** Aerial\_1760388870054
  - Map View:** Eagleview, 2020-01-06 - 2, Map View, Panorama
- Top Toolbar:** Navigation and editing tools including a compass, eraser, lasso, and zoom controls.
- Right Panel:**
  - Properties:** Killarney Court
  - Section Name:** Default Section
  - Project Address:** 852 Killarney Ct, Merritt Island, FL 32953-8065, United States
  - Parcel Details:** Expandable section
  - Project Notes:** Text input area
  - Tags:** Type to add
  - Settings:**
    - Show Parcel Boundaries:
    - Location Pin:
    - Street Names:
    - Area Labels:
- Bottom Right:** Edit Project, All Projects, and a help icon.



## CUSTOMER APPROVAL

Total Dollars Approved: **\$117,850.00**

Name:

Authorized Signature:

## BILLING INSTRUCTIONS:



## Scope Detail

Service Line Name	Service Description
Asphalt - Remove and Replace	<p>The area under consideration for milling comprises of approximately 6,440 square yards at an average depth of 1.25 inch(es).</p> <p>Removal and disposal of all excavated material.</p> <p>The area under consideration for paving comprises of approximately 6,440 square yards.</p> <p>All surfaces to be paved will be cleaned of all loose materials, dirt etc.</p> <p>Apply a DOT approved tack coat to promote adhesion between existing asphalt base and the new pavement surface we are installing.</p> <p><b>New Pavement Installation:</b> Apply SP 9.5 hot mix asphalt compacted to an average of 1.5 inch(es).</p> <p><b>Compaction:</b> Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.</p> <p><b>Compaction:</b> Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.</p> <p><b>Barricading:</b> All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.</p> <p><b>Mobilization(s):</b> This project includes 1 mobilization(s).</p>



## Rose Paving Terms & Conditions

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.
- 2. TIME LIMITATION:** The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.
- 3. ESCALATION:** This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 4. DELAY:** Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.
- 5. QUANTITIES LISTED:** Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.
- 6. TAXES:** The price quoted in this Proposal is inclusive of any sales, use, or similar taxes imposed on the material or labor provided.
- 7. PAYMENT TERMS:** Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.
- 8. DEPOSIT:** If the Proposal exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 9. CANCELLATION OR DEFAULT:** If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.
- 10. PERMITS AND FEES:** Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of \$850.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits.



**11. UNMARKED / UNDOCUMENTED UTILITIES:** The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

**12. WORK ACCESSIBILITY:** The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

**13. SOIL CONDITIONS:** The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

**14. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

**15. CLEANING EXPENSES:** Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

**16. INSURANCE:** Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

**17. INDEMNITY:** Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.



**18. CHOICE OF LAW & VENUE:** To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Connecticut	Connecticut	State of Connecticut Judicial Branch Hartford Judicial District or United States District Court District of Connecticut.
D.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
E.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
F.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
G.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
H.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
I.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

**19. ATTORNEY FEES & COSTS:** In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

**20. JURY WAIVER:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**21. WARRANTY:** Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warranted against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.



**22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

**23. NON-DISCLOSURE:** Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

**24. ALTERATIONS TO THIS PROPOSAL:** Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

**25. SEVERABILITY OF TERMS:** Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

**26. AUTHORITY TO SIGN:** The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

**NOTICE TO CUSTOMERS FOR HOME IMPROVEMENTS CONTRACTS**

**"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."**

**As a duly authorized representative of Killarney Court, I  
agree to these Terms & Conditions**

## Foundation Repair Solutions

3105 Lett Ln., Malabar, FL 32950  
Phone: (321) 614-5176 / (321) 615-6283  
FoundationRepairSolution.com  
[frs@FoundationExpert.org](mailto:frs@FoundationExpert.org)



State Certified Building Contractor Lic. # CBC1262265  
State Certified Building Contractor Lic. # CBC1256200  
State Certified Pollutant Contractor Lic. # PCC1256846  
State Certified Roofing Contractor Lic. # CCC1328191  
Mold Remediator # MRS2  
Mold Assessor # MRSA403

### Proposal for Catch Basin Repair

(Exhibit A)

Date: January 13, 2026

Client: Sunset Lakes HOA

Site: 445 Limerick Drive, Merritt Island, FL 32953

Attn: Julie Song HOA President

[Julieksong02@gmail.com](mailto:Julieksong02@gmail.com)

Foundation Repair Solutions, LLC (FRS) proposes to repair the typical type D inlet and curbs located at the above referenced site that have various states of deterioration from improper construction grouting and lack of maintenance.

FRS recommends the following for repair: (16), (15), (17), (19), (14), (32), (33), (37), (51), (52)

- FRS will repair the curb at the typical basin with concrete repairs.
- FRS will remove debris from basin.
- FRS will clean, and grout the broken joints and walls in the typical basin.
- FRS will excavate down as needed to areas exterior leaking joints.
- FRS will backfill and restore the excavated areas.
- FRS will provide photo documentation of repairs.

This proposal is valid upon acceptance by one of Foundation Repair Solution's members.

Total Estimated Cost: \$ 6,500.00 per stormwater inlet

Terms: Deposit \$ 3,250.00  
Balance due upon each stormwater inlet completion

### CONTRACT FOR SERVICES

Contract ("Contract") by and between Foundation Repair Solutions, a Florida Limited Liability Company ("FRS"), and Sunset Lakes HOA a(n) ("Client").

FRS agrees to furnish services to Client for Soil Stabilization Services, professional services as set forth in the Proposal attached hereto as Exhibit "A" (hereinafter "Services"), and Client agrees to pay FRS for said Services, subject to the terms and conditions set forth herein.

1. Site, Services, and Access. FRS shall provide the Services to the Client as set forth in Exhibit "A". Client shall provide FRS with reasonable access to complete the Services.

2. Payment. The Client agrees to pay to FRS the amount set forth on Exhibit "A", including the deposit of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) upon execution of this Contract and payments listed in Exhibit "A". The complete balance of payments is due upon completion of project.

3. Additional Services

- a. A signed work order required for all work changes.
- b. Payments due upon receipt of invoices and terms set forth in Exhibit "A".
- c. Proposal valid for fifteen (15) days from issue date.
- d. Contractor is not responsible for damage to on site underground utilities not identified and/or located by owner.

4. All contracts are binding only upon approval of owner or officer of FRS (herein referred Contractor).

5. This contract constitutes the entire agreement of the parties.

6. All payments shall be made to FRS address listed on the front of the contract.

7. FRS shall be responsible for its own employees only.

8. Client shall be liable for all Contractor's cost of collection, including court cost, attorney fees.

9. Client agrees to pay for any costs incurred by FRS for Contract cancellation.

10. Client agrees that material warranties are limited warranties issued by material manufacturers and are subject to terms and limitations from each respective manufacturer.

11. Client agrees that FRS and Client liability under or with respect to this contract, as a result of any breach of this contract, negligence or otherwise, shall not, in any event, exceed the amount that is or was paid by the client to FRS pursuant to this contract. The limitation of liability also applies to attorney fees.

12. FRS will perform the services with reasonable skill and care. There are no other representations, warranties or guaranties, express or implied of any kind by FRS with respect to services and materials.

13. Waiver. FRS failure to insist upon the strict performance of any provision of this Contract shall not constitute a waiver of that or any other provision.

14. Force Majeure. Shall not be responsible for any delays or nonperformance in the event of : fire, flood, explosion, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, or labor disputes; shortage or inability to obtain raw materials, including energy requirements; failure of carriers to deliver either machinery, equipment or materials; any legislative, executive or judicial act of any political or judicial authority; Site conditions, other than as disclosed by the Client pursuant to the terms hereof; or any other reason beyond the control of FRS.

15. Date of Completion. FRS cannot guarantee precise dates of performance and shall not be responsible, nor liable, for losses, expenses or damages, including liquidated damages or penalties of any kind, as a result of delays in performance.

16. Severability. Should any part or provision of this Contract be declared invalid, unenforceable, illegal, the remaining portion(s) shall not be affected.

17. Damage to Site. The Client agrees and acknowledges that services may result in damage to site, FRS is not required to make repairs or restore site to its original condition.

18. Assignment. Client may not assign this Contract without written consent of FRS.

19. Limitation of Liability. Under no circumstances will any of FRS members, managers, employees, subcontractors, or advisors have any liability with respect to the Services to be performed hereunder; and the Client agrees that its sole recourse with respect to such matters will be against FRS and as otherwise limited by this Contract.

The Parties have hereunto set their hands as of the date appearing beneath their signatures.

**FOUNDATION REPAIR SOLUTIONS**

**CLIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Foundation Repair Solutions

3105 Lett Ln., Malabar, FL 32950  
Phone: (321) 614-5176 / (321) 615-6283  
Fax: (321) 312-6320  
FoundationRepairSolution.com  
[frs@foundationexpert.org](mailto:frs@foundationexpert.org)



State Certified Building Contractor Lic. # CBC1262265  
State Certified Building Contractor Lic. # CBC1256200  
State Certified Pollutant Contractor Lic. # PCC1256846  
State Certified Roofing Contractor Lic. # CCC1328191  
Mold Remediator # MRS2  
Mold Assessor # MRSA403

### Stormwater Basin Condition Assessment

(Exhibit A)

Date: September 12, 2022

Client: Sunset Lakes HOA

Site: Sunset Lakes, Merritt Island, FL 32953

Attn: Ron Davis, HOA President

Brittany Robberecht, CMCA, Community Association Manager

Foundation Repair Solutions, LLC (FRS) recommends repairs of the (66) manholes and storm drains as follows:

### **3809 Drain #1**

- Visible top surface cracks
- Trash inside
- Slight road sinkage in front
- Lips not mortared
- Slight joint repair



## 3812 Drain #2

- Slight surface cracks
- Trash inside
- Slight depression in road in front
- Slight grout damage



### 550 Drain #3

- Sight cracking on top facial
- Minor damage to curb
- Minor grout damage



## 541 Drain #4

- Root system through walling
- Minor mortar repair damage
- Basin crumbling



## 570 Drain #5

- Very minor facial cracks
- Minor curb damage
- Slight depression on basin (exterior)
- Minor grout repair needed on interior
- Trash exterior
- Live fish (4" length) living interior



## 571 Drain #6

- Trash interior
- Slight cracking in facial
- Minor cracking in road to drain
- Slight road depression
- Minor mortar repair for wall lining



## 630 Drain #7

- Slight facial cracks
- Front curb of drain missing nose
- Slight sinkage of the road
- Minor grout repair needed



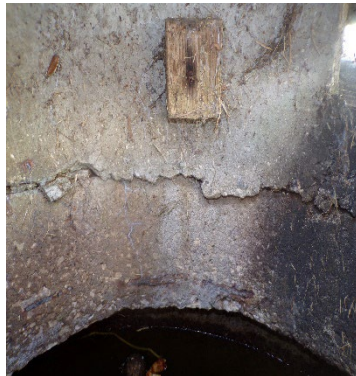
## 621 Drain #8

- Minor cracks on top facial
- Minor curb damage
- Slight road depression
- Minor grout work needed



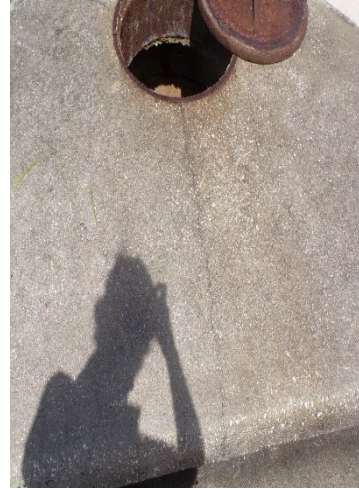
### 3831 Drain #9

- Minor cracks in the facial
- Sidewalk sinkage
- Road sinkage
- Trash interior
- Bad cracking, major mortar repair needed



## 3830 Drain #10

- Slight cracking in facial
- Road sinkage
- Minor curb repair
- Trash interior
- Minor cracking in wall lining
- Minor mortar repair
- Live fish interior



## Drain #11

- Minor facial cracking
- Trash
- Slight sinkage in sidewall
- Cracks in both sides of curb going to road
- Slight mortar repair



## 3810 Drain #12

- Slight facial cracking
- Sight curb crack age



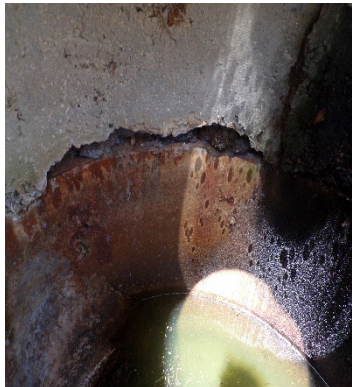
### 3810 Drain #13

- Slight depression around outside grass
- Slight road sinkage
- Major mortar repair in wall lining



## Drain #14

- Slight facial cracks
- Major depression in road
- Severe crack from curb into road
- Trash
- Major mortar repair



## Drain #15

- Minor facial cracking
- Slight depression in sidewall
- Slight depression in road
- Minor mortar repair
- Trash



## Drain #16

- Major facial cracking
- Two-inch road sinkage
- Minor mortar repair
- Trash



## Drain #17

- Minor facial cracks
- Minor road sinkage
- Major curb to drain damage
- Minor front lip damage
- Major grout repair

Neighbor mentioned a main manhole drain for subdivision 372 – 852



## Drain #18

- Slight facial crack
- Minor grout repair



## Drain #19

- Major facial cracking
- Major depression in road
- Major curb to drain drainage
- Minor depression on left side of basin
- Minor grout repair



## Drain #20

- Slight facial cracking
- Slight road sinkage
- Major damage from curb to road repair needed
- Minor depression left side basin
- Minor mortar repair needed



## Drain #21

- Minor crack from left side curb to road
- Minor grout repair
- Many spiders present



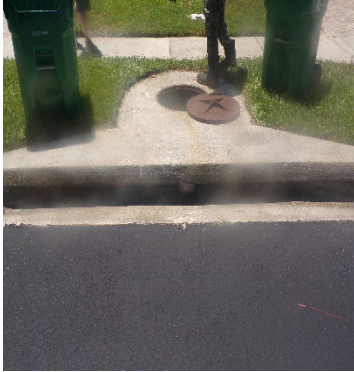
## Drain #22

- Minor crack from curb to road, left side of basin
- Major damage to drain hip



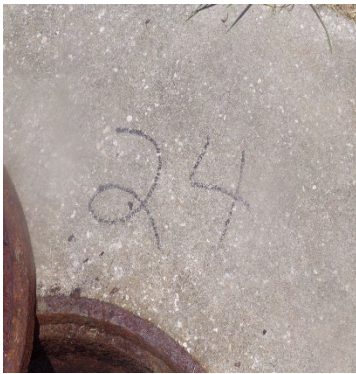
## Drain #23

- Minor mortar repair



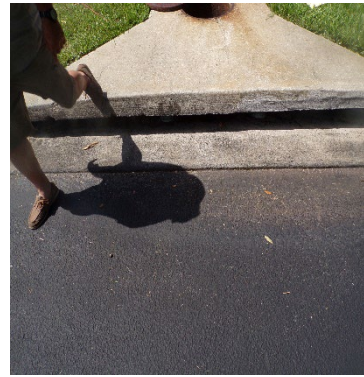
## Drain #24

- Trash
- Minor curb to road damage
- Minor grout repair



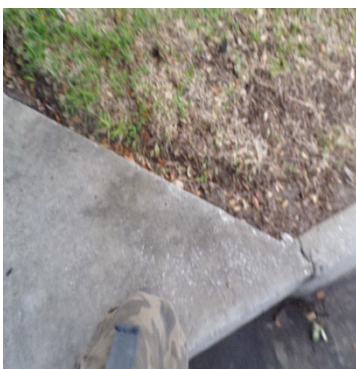
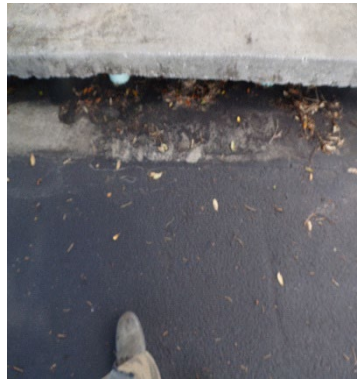
## Drain #25

- Subsidence in the grout
- Left edge curb needs repair
- Slight depression
- Deterioration lid
- Facial cracking



## Drain #26

- Curb damage edge needs repair
- Slight depression in road
- Minor grout repair
- Slight depression in right side grass



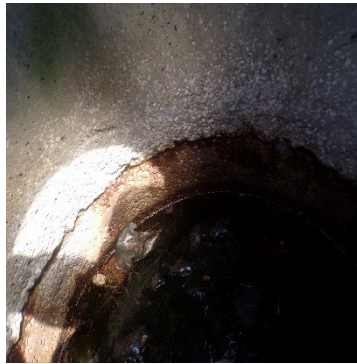
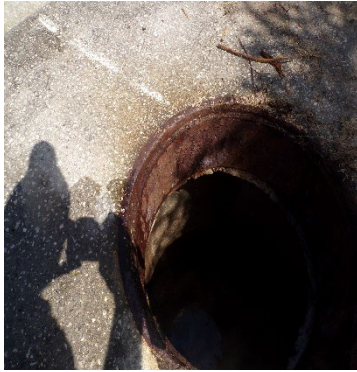
## **Drain #27**

- Minor grout repair
- Slight depression in grass at top



## Drain #28

- Minor grout repair
- Slight repair on right curb to street



## Drain #29

- Grout repair
- Cracking on curb to street right side
- Slight depression on right facial



## Drain #30

- Facial cracking
- Minor grout repair
- Deterioration lid



## Drain #31

- Minor grout repair
- Slight depression in right side grass
- Slight facial crack
- Cracking at curb to road both sides



## Drain #32

- Major grout repair needed
- Depressions in both corners
- Slight facial cracking
- Minor curb cracking needs repair



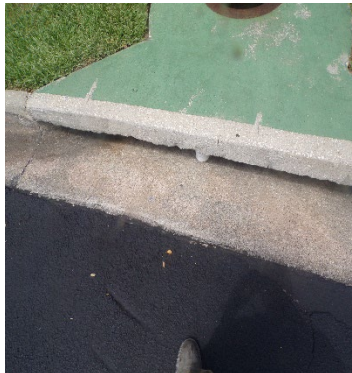
## Drain #33

- Major grout repair needed
- Slight depression in curb to street
- Slight curb damage



## Drain #34

- Grout repair needed
- Curb damage
- Cracking in both ends of curb



## Drain #35

- Slight grout repair
- Curb damage needs repair
- Cracking in both sides of curb



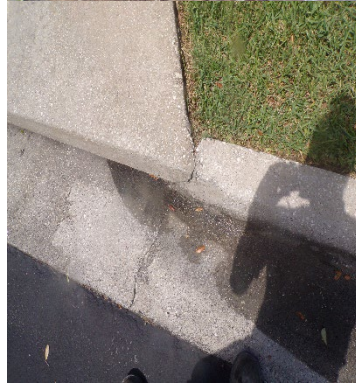
## Drain #36

- Major grout repair needed
- Depression in left side grass
- Depression in right curb
- Slight cracking at curb to street



## Drain #37

- Major grout repair needed
- Cracking at curb



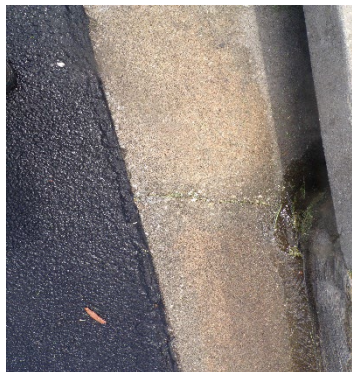
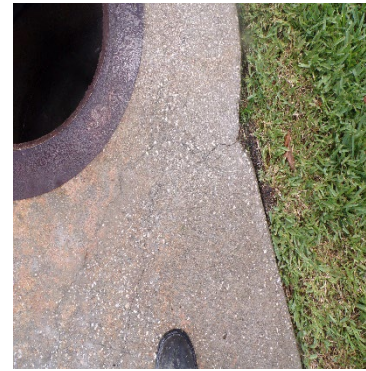
## Drain #38

- Major grout repair needed
- Facial cracking with rebar showing
- Depression on left side



## Drain #39

- Major grout repair
- Facial cracking
- Cracking at right side curb to road



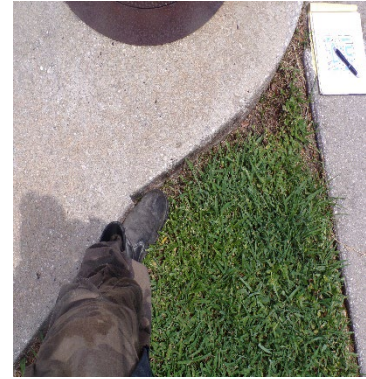
## Drain #40

- Major grout repair needed
- Facial cracking
- Cracking in curb to street left side
- Depression on left side grass



## Drain #41

- Major grout repair needed
- Facial cracking
- Right side curb repair needed
- Slight depression in right side grass



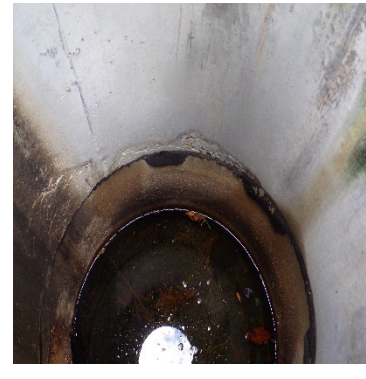
## Drain #42

- Minor grout repair
- Slight depressions on both sides grass
- Cracking on both sides on curb



## Drain #43

- Minor grout repair
- Facial cracking minor
- Slight right side depression grass
- Curb cracking needs repair



## Drain #44

- Minor grout repair
- Major curb cracking both sides needs repair
- Facial cracking



## Drain #45

- Minor gout repair
- Cracking on both sides of curb needs repair



## Drain #46

- Deteriorated lid
- Minor grout repair
- Depression on right side grass
- Slight facial cracking
- Major curb repair needed, both sides



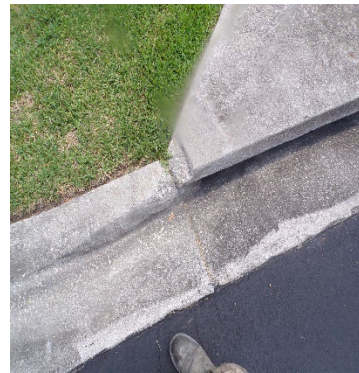
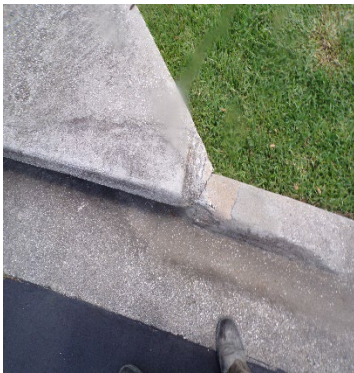
## Drain #47

- Major grout repair needed
- Needs a lid
- Slight depression
- Cracking at both sides of curb, needs repair



## Drain #48

- Major grout repair
- Depression in right side grass
- Slight facial cracking



## Drain #49

- Slight repair



## Drain #50

- Slight grout repair



## Drain #51

- Major grout repair
- Slight depression in left side grass



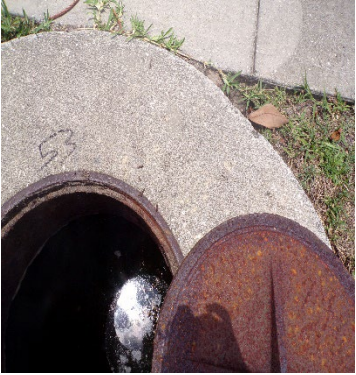
## Drain #52

- Major grout repair



## Drain #53

- Subsidence in the front
- Slight grout repair



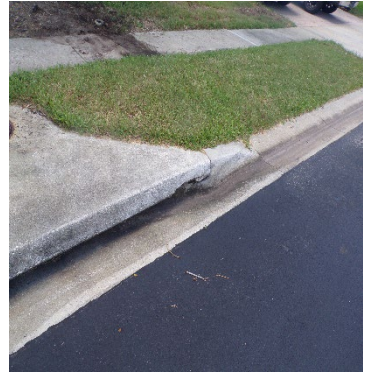
## Drain #54

- Slight grout repair
- Slight depression



## Drain #55

- Slight facial cracking
- Curb damage on both sides, needs repair
- Slight grout repair



## Drain #56

- Grout repair needed around pipe
- Depression at top in grass



## Drain #57

- Minor grout repair
- Slight facial cracking



## Drain #58

- Slight facial cracking
- Slight right side curb cracking
- Slight grout repair



## Drain #59

- Deteriorated lid
- Minor grout repair



## Drain #60

- Slight grout repair
- Slight depression on left side grass



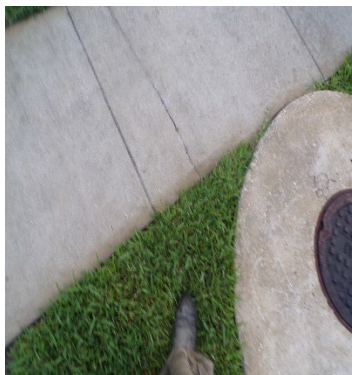
## Drain #61

- Slight grout repair
- Slight facial cracking
- Depression at top of grass



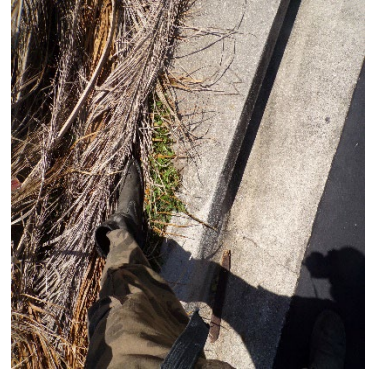
## Drain #62

- Slight grout repair
- Depression in grass at top



## Drain #63

- Slight grout repair
- Slight cracking at curb to street



## Drain #64

- Slight grout repair



## Drain #65

- Curb damage needs repair
- Slight depression in grass
- Slight grout repair



## Drain #66

- Slight grout repair





Causeway

Alpha Academy

G & L Storage

La Bella

Map data ©2021 United S





January 13, 2026

Sunset Lakes HOA  
Ms. Julie Song  
896 Limerick Drive  
Merritt Island, FL 32593

Dear Ms. Song:

Thank you for your interest in Total Asphalt Rejuvenation and our Pavement Management Services. I am pleased to enclose the proposal for our recommended cost-effective Pavement Maintenance System. I would like to outline the information that leads us to a sound Pavement Preservation Strategy.

- **Preservation engineering criteria is often times at odds with the conventional mindset and strategy. Pavement Condition is the determining factor for triggering major rehabilitation, NOT THE AMOUNT OF TIME A PAVEMENT HAS BEEN IN USE.**
- **Through a Preventive Maintenance Program, pavements can be maintained in a cost-effective manner leading to a better pavement quality at lower total costs.**
- **By understanding the mechanisms that deteriorate pavement we can apply engineering criteria to determine the Right Treatment for the Right Pavement at the Right Time.**
- **Studies show it is 5 to 8 times more cost effective to periodically maintain a pavement surface, mitigating many of the environmental distress mechanisms. However, this intervention must take place before excessive deterioration of the pavement occurs.**

This outline is a logical approach to Preventive Maintenance of flexible pavements, as weathering and other environmental damage are primary factors leading to premature failure of pavements. Periodic renewing of the surface preserves the pavement structure.

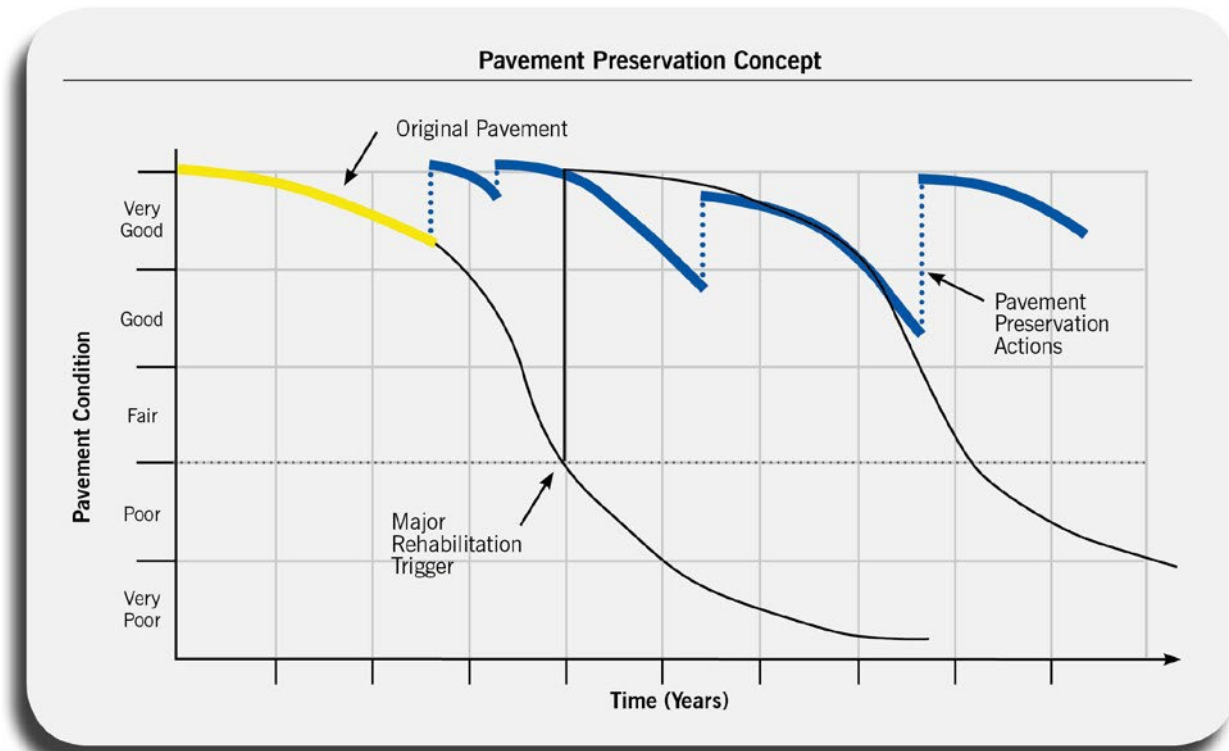
Our rejuvenator/sealer treatment will *significantly* improve the condition and durability of your pavements. By preserving the roof of your pavement structure with a carefully selected treatment that reverses and then slows the mechanisms that deteriorate pavement, you are fulfilling a common desire to do “**more with less**”. This plan provides a comprehensive pavement strategy to extend the service life of your pavement.

We look forward to working with you and becoming your contractor of choice to meet your Pavement Preservation needs.

Sincerely,

*Ethan Mills*

Ethan Mills  
Rejuvenation Expert



## Planning for the Future

“By adopting a preservation model that proactively corrects minor road deficiencies early, our roadway lives can be substantially extended at comparatively low cost. Figure 2 contrasts the traditional model with the pavement preservation model. The first descending curve on the left represents the traditional model, in which unchecked pavement deterioration eventually triggers the need for major road rehabilitation. The wave-like pattern of curves at the top of the figure represents the concept of preservation, in which pavement receives preventive maintenance regularly while still in good condition.

Note that the cumulative effect of preservation treatments is to postpone the inevitable reconstruction. However, over the time period when a reactive policy would normally trigger a major rehabilitation, the sum of the present values of proactive preventive maintenance treatments is substantially less than the present value of the major rehabilitation. Moreover, by changing to a proactive, preventive mode of operation, road agencies would be able to predict planned budget expenditures with considerable certainty and avoid the randomness of road repair that now characterizes the system.”

Excerpt taken from: [At the Crossroads, Preserving Our Highway Investment](#). Published by the National Center for Pavement Preservation, Okemos, MI, pgs 24-25. © 2007 by the Michigan State University Board of Trustee

## PROPOSAL

January 13, 2026

**Quote: 07325 – Veritas Green™ Rejuvenator**

**Terms: 30% With Signed Contract;  
50% Due Upon Commencement of Project; and  
Balance Due Upon Completion and Sign Off**

REF: Asphalt Restoration – Sunset Lakes HOA, 896 Limerick Drive, Merritt Island, FL 32593

ITEM NO.	DESCRIPTION	APPROX QTY.	UNIT PRICE
		<b>See Street List &amp; Map</b>	
1.	Clean Entire Area	68,803 Square Yards	Included
2.	Rejuvenator / Sealer	68,803 Square Yards	Included
3.	Traffic Control	Cones, Caution Tape	Included

**Total Project Cost: \$206,409**

**Note: This process is recommended every FIVE years, regardless of surface wearing/operational conditions.**

<b>Street Name</b>	<b>Square Yards</b>
Sunset Lakes Drive	8,417
Sunward Drive	10,578
Sunbeam Court	1,992
Sunflower Court	2,148
Killarney Court	3,388
Tradewinds Trail	9,139
Sunrise Drive	2,651
Cactus Place	691
Starlight Avenue	3,824
Sunflower Circle	1,891
Sunburst	265
Limerick Drive	9,705
Bantry Court	1,549
Tipperary Drive	6,643
Windchime Place	1,438
Sierra Drive	2,729
Galway Court	701
Waterford Court	1,054
<b>Total Treatable Square Yards:</b>	<b>68,803</b>



THIS CONTRACT is made as of \_\_\_\_\_, 2025, between Total Asphalt Maintenance, Inc. t/a Total Asphalt Rejuvenation ("Contractor"), a Pennsylvania Corporation and Sunset Lakes HOA ("Customer") according to the terms and conditions specified herein,

**WHEREAS**, Customer owns and/or is responsible for administering, operating and/or maintaining all or portions of the property known as Sunset Lakes HOA and located at 896 Limerick Drive, Merritt Island, FL 32593 (the "Property"); and

**WHEREAS**, Contractor is engaged in the business of providing asphalt rejuvenation services and/or selling related products; and

**WHEREAS**, Customer desires to engage Contractor, and Contractor desires to undertake, to perform such services at the Property as set forth in the attached proposal (the "Proposal") in accordance with the terms and conditions set forth herein (the "Project").

**NOW, THEREFORE**, for and in consideration of the covenants and agreements contained, herein, which include the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do mutually covenant and agree to the following terms and conditions:

#### **I. SCOPE OF WORK**

Contractor shall supply all labor, materials, equipment and expertise necessary to perform the Project in accordance with the terms of this Contract and the attached Proposal, which is attached hereto and incorporated herein.

- A. Equipment and Materials; Inspection. Contractor shall furnish all equipment and materials necessary to properly perform the work in accordance with the specifications set forth in the Proposal and such governmental and other codes and professional standards as may apply to the Project. Customer shall have the right at reasonable times and upon prior notice to examine or inspect the supplies, materials and equipment used by Contractor and to observe the operations of Contractor, its agents, servants and employees at the Project site during the course of the Project, provided such activities do not unduly interfere with or delay the Project.
- B. Licenses and Taxes. At Contractor's expense, Contractor shall procure all licenses which may be required to be obtained by Contractor in the performance of the work, and pay all excise, license, occupation and other taxes which may become payable by Contractor to any authority in connection with the Project, including all taxes upon the sale, use, storage, consumption, and/or fabrication of the materials, supplies, equipment, and other things furnished by Contractor.
- C. Adherence to Laws and Safety. Contractor shall comply with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the work or incidental thereto, including but not limited to, safety of the work zone and physical marking of the Project site.
- D. Schedule. Contractor shall provide to Customer a Mobilization Plan (the "Plan") for beginning and completion of the Project and its obligations under this contract including preparations which Customer, must make in order for Contractor to be able to begin work on schedule.

## II. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and is not an agent, servant, or employee, partner or joint venture of Customer, and Contractor hereby waives and disclaims any claim to status as an employee, agent, servant, partner or joint venture of Customer. Contractor further waives, discharges and releases any claim, demand or cause of action, obligation or liability arising out of any law, statute, regulation, or ordinance pertaining to employment or the termination thereof, but instead shall look solely to its rights under this Contract.

## III. INDEMNIFICATION

Each of Contractor and Customer, as applicable (the "Indemnifying Party"), shall indemnify, defend and hold harmless the other party, its officers, directors, contract agents, members, shareholders, partners, employees (or persons or entities with comparable status) and their successors and assigns (collectively, the "Indemnified Party") from and against any and all claims, suits, judgments, costs and expenses, including reasonable attorneys' fees, arising from any third party claims or suits brought against the Indemnified Party alleging the Indemnifying Party's failure to perform this Contract or any negligent or intentionally wrongful acts or omissions of the Indemnifying Party, its agents, servants, employees, contractors, sub-contractors, invitees or licensees; provided, however, that Contractor's liability to the Indemnified Party shall be limited to the Indemnified Party's direct damages and shall not extend to consequential, special or secondary damages, such as loss of revenue or profits, business or service interruption, cost of capital, cost of purchase or replacement of work, materials or equipment in excess of the cost of repair, or lack of access to the Property. The obligations in this Section III shall survive and continue in the event that this Contract is terminated for any reason.

## IV. [INSURANCE]

[Except as may be otherwise specified in the Proposal:

- A. Contractor shall obtain, pay the premiums for and keep in force during the term of this Contract, insurance written by companies licensed and authorized to conduct business in the state where the Property is located in dollar amounts hereinafter specified or as required by law, whichever is greater:
  - (a) Workers Compensation and Employers Liability Insurance: Statutory amounts and coverage as required by law including employer's liability with a policy limit of at least \$1,000,000 (or such other amount to comply with the underlying requirement for any umbrella/excess liability policy) including a provision for extending the policy in accordance with the law of other jurisdictions.
  - (b) Commercial General Liability; Bodily Injury, Personal Injury and Property Damage: At least \$1,000,000 each occurrence and \$2,000,000 aggregate. [Such coverage shall include bodily injury and property damage directly or indirectly related to hazardous chemicals.]
  - (c) Automobile Liability Insurance (Owned, Non-Owned and Hired Car): Bodily injury and property damage at least \$1,000,000 combined single limit (Each accident).
  - (d) Umbrella Liability: Each occurrence \$5,000,000 and \$5,000,000 aggregate.

- B. Contractor's insurance shall name the Customer and, if applicable, it's managing agent as additional insureds. Contractor shall, upon request, provide Customer with a certificate of insurance confirming the insurance required herein before the commencement of any work on the Project and in no event later than [10] days after such request. Upon reasonable prior written request, Customer may request copies of any and all insurance policies required by this Contract. Each policy carried by Contractor as required herein shall be primary with respect to any insurance carried by Customer and any coverage carried by Customer shall be excess insurance.
- C. Nothing herein shall require Customer or its officers, directors, managers, agents or employees to carry insurance coverage of any type, kind or nature.]

## V. PRICING; COMPENSATION; PAYMENT

- A. Contract Price. Subject to adjustment, and except as may be otherwise set forth in the Proposal and/or this Contract, Customer shall pay Contractor the sum of \$206,409, for the base cost of the Project (the "Contract Price").
- B. Payment; Deposit. Payment shall be made in accordance with the following terms: Customer shall pay Contractor (i) 30% of the Contract Price (the "Deposit") upon execution of this Contract (and prior to commencement of any on-site work at the Project), (ii) 50% of the Contract Price upon start of the Project, and (iii) 20% at conclusion, inspection and execution of "Sign Off Form" (Exhibit A) of completed work on the Project as invoiced by Contractor. The quoted price in this Contract does not include unforeseen problems once the work has begun if the existing lot or other Property was not built to specifications. If a treatment area requires multiple application days or phases and the days or phases are greater than 3 weeks apart, each phase of work will be billed upon completion of that phase.
- C. Additional Work. Any work required in addition to that set forth in this Contract (including the Proposal) shall be completed only after execution of a written change order executed by Contractor and Customer. The costs of any such additional work shall be as set forth in such change order and, unless otherwise set forth and agreed to in such change order, shall be consistent with the rates and costs set forth in the Proposal. Payment for any such additional work shall be paid to Contractor in accordance with the terms set forth in the executed change order.
- D. Pricing Adjustments. Customer acknowledges that prices stated in the Proposal shall remain firm for a period of one hundred and eighty (180) days from the date thereof (unless otherwise provided), contingent upon (i) Contractor's receipt of acceptance of such Proposal within (180) days thereof; (ii) receipt of full payment of the Deposit within (180) days thereof. If any of the foregoing conditions are not timely met, then Contractor may adjust prices based upon the change in prices charged by its suppliers as of the date of Contractor's receipt of such acceptance or deposit. In addition, in the event Customer requests any reduction in the size of the Project area (i.e., not treating a portion of the Property (the "Deduct Area") previously contemplated to be treated as part of the Project under the Proposal), the Contract Price will be reduced by an amount equal to the *product* of (a) 75%, *multiplied* by (b) the portion of the Contract Price allocable to the Deduct Area

(based on the Contract Price per square footage and/or yardage of the entire original proposed Project area).

- E. Delinquency Charge; Termination by Contractor. Contractor reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by Customer within the designated net terms. Contractor reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any services when due or for any other reason deemed to be good and sufficient by Contractor. Contractor shall have no obligation to make sales or ship materials to Customer facilities, or perform any other portion of the Services in any manner, if at any time Contractor has reason to believe that the financial responsibility of Customer is impaired or unsatisfactory to Contractor, or if at the time of such sale or shipment, Customer is delinquent in the payment of any account to Contractor. In the event Customer shall be in default of any terms and conditions hereof (after notice and opportunity to cure as set forth in Section V.G), or becomes insolvent or proceedings are instituted to declare Customer bankrupt, or a receiver is appointed for Customer in any court, Contractor may at its option terminate this Contract and/or declare any and all claims or demands against Customer held by Contractor immediately due and payable, together with any and all attorneys' fees and costs incurred by Contractor in enforcing its rights hereunder, any or all of which Contractor may set off and retain from the Deposit and/or sue for and recover from Customer.
- F. Cancellation. This Contract can be cancelled by either party upon written notice to the other at any time for convenience subject to the following restrictions and conditions:
- (a) In the event that Customer so cancels this Contract, it agrees to reimburse Contractor (as liquidated damages, but without limiting any of Contractor's other rights or remedies hereunder) in an amount equal to either: (i) 15% of the Contract Price (which equals one-half of the Deposit amount) if Customer cancels more than 30 days prior to the scheduled commencement of work on the Project at the Project site, or (ii) 30% of the Contract Price (which equals the entire Deposit amount) if Customer cancels within 30 days prior to the scheduled commencement of work on the Project at the Project site. Contractor may retain all or any applicable portion of the Deposit in satisfaction of such reimbursement obligation, and shall remit the remaining balance of the Deposit, if any, to Customer.
  - (b) If Contractor so cancels this Contract more than 30 days prior to the scheduled commencement of work on the Project at the Project site, Contractor shall [promptly] return the entire Deposit amount to Customer; provided, however, that if during such period an Uncontrollable Event (as defined below) occurs, which in Contractor's reasonable business judgment prevents or unduly adversely affects Contractor's ability to proceed with or complete the Project as planned, (i) Contractor shall continue to hold the Deposit until such Uncontrollable Event ceases and thereafter resume work on the Project, and (ii) this Contract is not deemed terminated during such time unless this Contract is cancelled by the Customer pursuant and subject to the provisions of Section V.F(a) above. For the avoidance of doubt, nothing contained in this Section V.F(b) shall prohibit or restrict Customer from cancelling this Contract due to an Uncontrollable Event

subject to Customer's compliance with the provisions of Section V.F(a) above (including, but not limited, Customer's obligations to reimburse and pay Contractor liquidated damages set forth therein).

- G. Termination for Breach of Contract. In the case of a material breach of this Contract by either party, the other party shall have the right to terminate this Contract and be entitled to recover attorneys' fees and costs and other damages associated with such a violation or breach; provided, however, that such other party shall have first given the breaching party written notice specifying such breach in reasonable detail and the opportunity to cure such breach within 15 days of the breaching party's receipt of such notice (and, in the event such breach is not reasonably capable of being cured within such 15 day period, the breaching party shall have commenced and continues to diligently pursue such cure, but in no event later than 30 days ). Upon termination, Contractor shall reasonably promptly remove any and all of its equipment, tools, and supplies from the Property. Contractor shall be compensated for work properly performed up to the date of termination on a *pro rata* basis.

**VI. WARRANTY - NOTE: PLEASE READ CAREFULLY.**

- A. General. Subject to the limitations set forth below, Contractor warrants that from the date its rejuvenator/sealer product ("Rejuvenator/Sealer") is applied and the work accepted by Customer (i) for a period of one year, workmanship on the Project, and (ii) for a period of four years, that (a) the Rejuvenator/Sealer will not flake, peel chip, or spall, (b) the Rejuvenator/Sealer will not exhibit functional failures like those occurring with emulsion sealers and (c) the Rejuvenator/Sealer treatment will reduce the viscosity (ASTM D- 2171) in the top three eighths inch of the treated asphalt surface (collectively, the "Warranty").
- B. Testing; Remedies. Customer has the right to request core sampling and testing of viscosity of the treated pavement at the fourth year following the application of the Rejuvenator/Sealer and Customer's acceptance of the work in order to document performance at a cost of \$4,500.00 to Customer.

Should Customer desire testing to be performed, Customer must notify Contractor of intent to test and work with Contractor on-site to determine an appropriate area, (no larger than a 3' x 3'), to be sampled as the Control Section. This Control Section will remain untreated.

A single core will be extracted from the Control Section and a Treated Section. These cores will be sent to a certified testing facility. Asphalt binder will be recovered from the two samples, (Control and Treated), from the top 1/2-inch layer of the cores and tested for viscosity and penetration as prescribed by California Test Method (CTM) 365 and (CTM) 348 and the results recorded by Customer and Contractor. At the Customers request, at the beginning of the fourth year after treatment, cores will be taken from a section of the control and treated pavement and sent to the lab where the same set of tests will be performed and compared with the initial testing to determine viscosity and penetration over time. Subject to the limitations set forth below, should verified failure be reported as no reduction in viscosity, Contractor will re-treat the asphalt at no charge to the Customer.

Warranty Limitations: The Rejuvenator/Sealer is intended to provide a rejuvenating treatment over existing pavement surface material. It does not permanently repair cracks or provide structural support or integrity to such pavement materials. This Warranty does not apply to product defects or damage caused by: (i) acts of God, accident or disaster, (ii) improper maintenance or excessive loading or misuse of the pavement, (iii) alterations made after installation, (iv) the acts or omissions of others, (v) cracking of, or water or moisture migrating from below or around, the pavement materials, (vi) movement, disturbance or settlement of the pavement base materials, or (vii) other factors beyond the reasonable control of Contractor. The Proposal is based on the existence of a workable sub-based layer. It shall not be the responsibility of Contractor to check the sub-base unless requested and paid for by the Customer. Contractor shall not be responsible for consequences of sub-base failures. The performance of Warranty repairs or re-treatments does not extend the original Warranty period.

- C. Limitation of Warranty on Painting and Crack Sealing. Pavement markings have a six month warranty on workmanship and materials. There is NO WARRANTY on the application of traffic paint on concrete curbs. Crack Sealer will be applied to cracks beyond the stated linear footage in the Proposal. Any request to seal more cracks on pavement with a FAIR or below Condition Rating will incur an additional charge. For optimum appearance, there is a 72-hour minimum wait prior to reinstalling pavement markings.
- D. No Other Warranties. Except as expressly stated in this Section VI, Contractor makes no representations or warranties as to any of the products (including Rejuvenator/Sealer) or services provided in connection with the Project, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. The sole remedy for breaches of the Warranty set forth in this Section VI is limited to performance of repairs and re-treatment as set forth herein.

## VII. CUSTOMER RESPONSIBILITIES

- A. Notices to Public; Site Preparation. Customer will provide timely written notice to the public and all other persons affected by the work to be performed by Contractor prior to the scheduled commencement date for the work at the Project site and will submit all written notices to Contractor for approval no later than seven (7) days in advance of distribution, and/or publication, and will remove all vehicles or obstacles from the Project site, prior to commencement of work. It shall not be the responsibility of Contractor to remove vehicles or obstacles, and Contractor may delay work (at Customer's expense) until the work area is free of vehicles and obstacles. Any delay occasioned by the failure of Customer to remove vehicles, obstacles, or other extractions prior the scheduled commencement of work shall be charged to the Customer in accordance with the delay schedule set forth in Section VII.D below.
- B. Customer's Liaison. Customer shall / may be represented by its Board of Directors and its Managing Agent, or such other individual or entity retained and/or appointed who shall serve as Customer's liaison with Contractor ("Customer's Liaison"). Customer shall promptly notify Contractor in writing of any change in, replacement or successor to Customer's Liaison. Unless otherwise expressly designated in writing by Customer, Customer's Liaison, if any, shall be Contractor's principal point of contact and

communication with Customer, and Contractor shall have the right to rely on actions, directions or statements made by such Customer’s Liaison on Customer’s behalf without any further investigation or inquiry.

- C. Final Inspection; Acceptance. Upon completion of work on the Project, Customer will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of Customer (who may be the Customer’s Liaison) to inspect all completed Contractor work, including the work of the subcontractors to Contractor, in the company of a Contractor representative and execute the “Sign Off Form” (Exhibit A). Customer’s failure to inspect the job site as stated above will signify acceptance of work performed by Contractor and its subcontractors and its agreement to pay all invoices in full.
- D. Notice of Delay. Unless prevented by an "Uncontrollable Event" (hereinafter defined) (i) Customer agrees to notify Contractor at least 24 hours prior to the scheduled time for commencement of the work (or any phases of the work) at the Project site if such work cannot be commenced at the scheduled time. In the event of failure of the Customer to provide such notification(s), Customer agrees to pay the following charges as liquidated damages for such failure to provide timely notifications: (i) pavement rejuvenation—\$2,500 per event and (ii) pavement marking—\$500 per event. Notwithstanding said payments, this Contract shall remain in full force and effect and the above damages shall be paid within 10 days of the date incurred, and shall be in addition to any other fee, charges or payment under this Contract. For purposes of this Contract, an "Uncontrollable Event" means an event or circumstance or other condition which is beyond the control of the party or parties affected in the reasonable conduct of their business, which includes, but is not limited to, acts of God, storm, flood, war, terrorist actions, riot, embargo, act of civil or military authority, casualty event, strike or labor delay, transportation delay, shortages of fuel or material, loss of power and intervening acts of third parties.

**VIII. MISCELLANEOUS**

- A. Notices. Except as maybe otherwise specifically provided in this Contract (including the Proposal), all notices or other communications pertaining to this Contract shall be in writing directed to the following:

For Customer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

For Contractor:

Total Asphalt Rejuvenation  
 600 N. Hartley Street, Suite 170  
 York, PA 17404  
 Attn: Ethan Mills  
 Fax: 717-845-5161  
 E-Mail: [ethan@totalasphalt.com](mailto:ethan@totalasphalt.com)

All notices required by this Contract shall be deemed delivered (i) when delivered in person or (ii) 3 days after deposited in the United States Mail, addressed as indicated above, postage pre-paid, registered or certified mail, return receipt requested or (iii) upon written confirmation of receipt if sent by e-mail or facsimile (which confirmation may be generated automatically or in the form of e-mail).

- B. Non-assignable without Consent. Neither Customer nor Contractor shall assign this Contract without the prior written consent of the other party; provided, however, (i) either party may assign its rights to receive money under this Contract without such notice or consent, (ii) Contractor may (upon notice) assign all or any of its rights or obligations under this Contract to one or more of its affiliates without Customer's consent, and (iii) Contractor may, without notice or consent, subcontract the whole or any part of the work to be performed under this Contract.
- C. Modification. No modification of this Contract (including, but not limited to, change orders) shall be binding on the parties hereto unless it is in writing and signed by both parties.
- D. No Third-Party Beneficiaries; Binding on Successors. This Contract shall solely inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto and no other person or entity shall have any right, benefit, priority or interest in, under or because of the existence of this Contract.
- E. Complete Understanding of the Parties. This Contract (including the Proposal) constitutes the complete understanding of the parties hereto with respect to the subject matter hereof. In the event that there is a conflict between the terms set forth in this Contract and the terms of the Proposal attached hereto, the terms set forth in this Contract shall control.
- F. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principals of conflicts of law. Any litigation between the parties arising out of this Contract or the performance thereof shall be litigated in any federal or state court located in the County of York, Pennsylvania and having jurisdiction over the matter.
- G. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is adjudged by a court of competent jurisdiction to be illegal or in conflict with any law of the state where made, said part, term or provision is deemed severed from this Contract, and the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain that particular part, term or provision held to be invalid.
- H. Attorneys' Fees. In the event litigation is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and disbursements incurred therein.
- I. Entity Customer's Representations. If Customer is a legal entity, the person signing this contract on its behalf certifies that (i) Customer is duly formed and in good standing under the laws of its state of formation, (ii) this Contract has been duly authorized by all necessary corporate or similar actions on Customer's part, and (iii) such person is duly and fully authorized to negotiate, sign and carry out the provisions of this contract, including making payments when due on behalf of such entity.

IN WITNESS WHEREOF, the parties have signed this Contract as of the date first above written by their duly authorized representatives.

**CUSTOMER:**

**CONTRACTOR:**

[\_\_\_\_\_]

Total Asphalt Rejuvenation

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit A: Project Completion Acceptance & Sign-Off

**Project Information:**

Project Name Sunset Lakes HOA
----------------------------------

Street Address 896 Limerick Drive
--------------------------------------

City, State, Zip Merritt Island, FL 32593
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Start Date
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Completion Date
-----------------

**Contact Information:**

Project Representative Julie Song	Phone Number 321-246-1885
--------------------------------------	------------------------------

VP Operations John McNamara	Phone Number 717-887-4965
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**Project Notes:**

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**Signing off on this document signifies that I have reviewed the completed project treatment areas with the facility / community representative.**

\_\_\_\_\_  
VP Operations Signature Date

**By signing below, the facility / community representative acknowledges satisfaction and completion of the project.**

\_\_\_\_\_  
Project Representative Signature Date



January 13, 2026

Sunset Lakes HOA  
Ms. Julie Song  
896 Limerick Drive  
Merritt Island, FL 32593

Dear Ms. Song:

Thank you for your interest in Total Asphalt Rejuvenation and our Pavement Management Services. I am pleased to enclose the proposal for our recommended cost-effective Pavement Maintenance System. I would like to outline the information that leads us to a sound Pavement Preservation Strategy.

- **Preservation engineering criteria is often times at odds with the conventional mindset and strategy. Pavement Condition is the determining factor for triggering major rehabilitation, NOT THE AMOUNT OF TIME A PAVEMENT HAS BEEN IN USE.**
- **Through a Preventive Maintenance Program, pavements can be maintained in a cost-effective manner leading to a better pavement quality at lower total costs.**
- **By understanding the mechanisms that deteriorate pavement we can apply engineering criteria to determine the Right Treatment for the Right Pavement at the Right Time.**
- **Studies show it is 5 to 8 times more cost effective to periodically maintain a pavement surface, mitigating many of the environmental distress mechanisms. However, this intervention must take place before excessive deterioration of the pavement occurs.**

This outline is a logical approach to Preventive Maintenance of flexible pavements, as weathering and other environmental damage are primary factors leading to premature failure of pavements. Periodic renewing of the surface preserves the pavement structure.

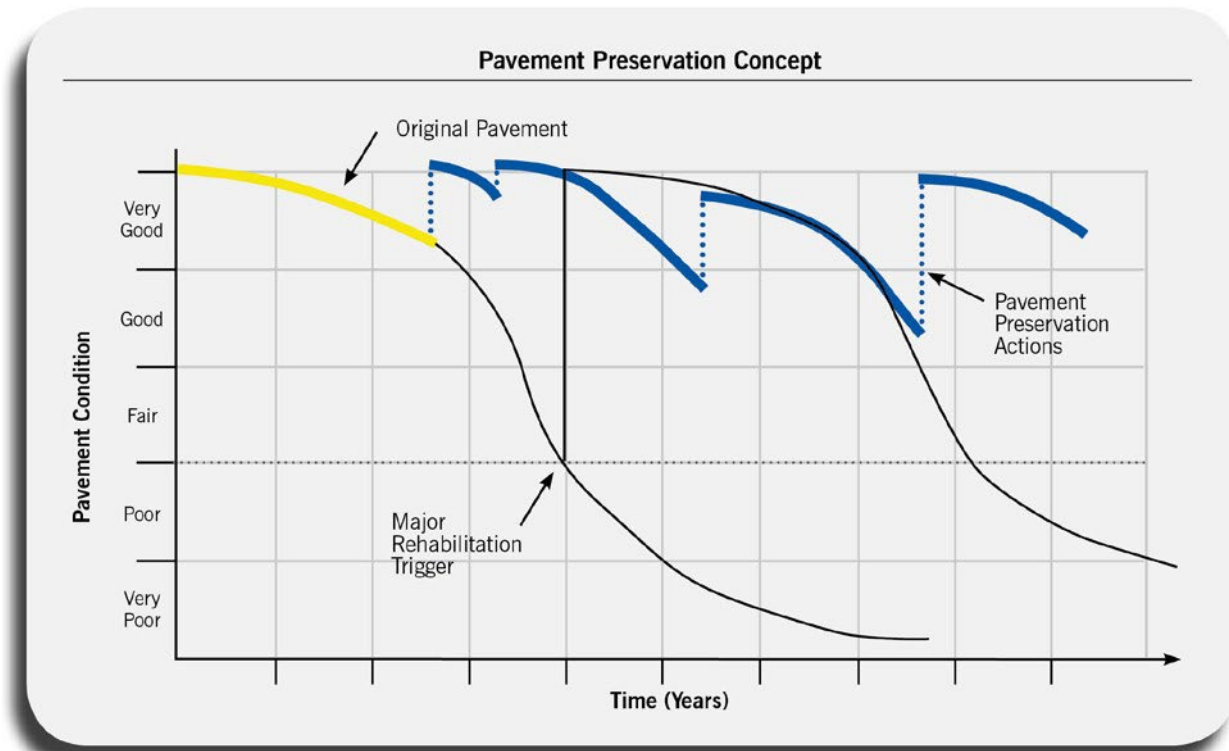
Our rejuvenator/sealer treatment will *significantly* improve the condition and durability of your pavements. By preserving the roof of your pavement structure with a carefully selected treatment that reverses and then slows the mechanisms that deteriorate pavement, you are fulfilling a common desire to do “**more with less**”. This plan provides a comprehensive pavement strategy to extend the service life of your pavement.

We look forward to working with you and becoming your contractor of choice to meet your Pavement Preservation needs.

Sincerely,

*Ethan Mills*

Ethan Mills  
Rejuvenation Expert



## Planning for the Future

“By adopting a preservation model that proactively corrects minor road deficiencies early, our roadway lives can be substantially extended at comparatively low cost. Figure 2 contrasts the traditional model with the pavement preservation model. The first descending curve on the left represents the traditional model, in which unchecked pavement deterioration eventually triggers the need for major road rehabilitation. The wave-like pattern of curves at the top of the figure represents the concept of preservation, in which pavement receives preventive maintenance regularly while still in good condition.

Note that the cumulative effect of preservation treatments is to postpone the inevitable reconstruction. However, over the time period when a reactive policy would normally trigger a major rehabilitation, the sum of the present values of proactive preventive maintenance treatments is substantially less than the present value of the major rehabilitation. Moreover, by changing to a proactive, preventive mode of operation, road agencies would be able to predict planned budget expenditures with considerable certainty and avoid the randomness of road repair that now characterizes the system.”

Excerpt taken from: [At the Crossroads, Preserving Our Highway Investment](#). Published by the National Center for Pavement Preservation, Okemos, MI, pgs 24-25. © 2007 by the Michigan State University Board of Trustee

## PROPOSAL

January 13, 2026

**Quote: 07325 – Veritas Green™ Rejuvenator**

**Terms: 50% With Signed Contract;  
Balance Due Upon Completion and Sign Off**

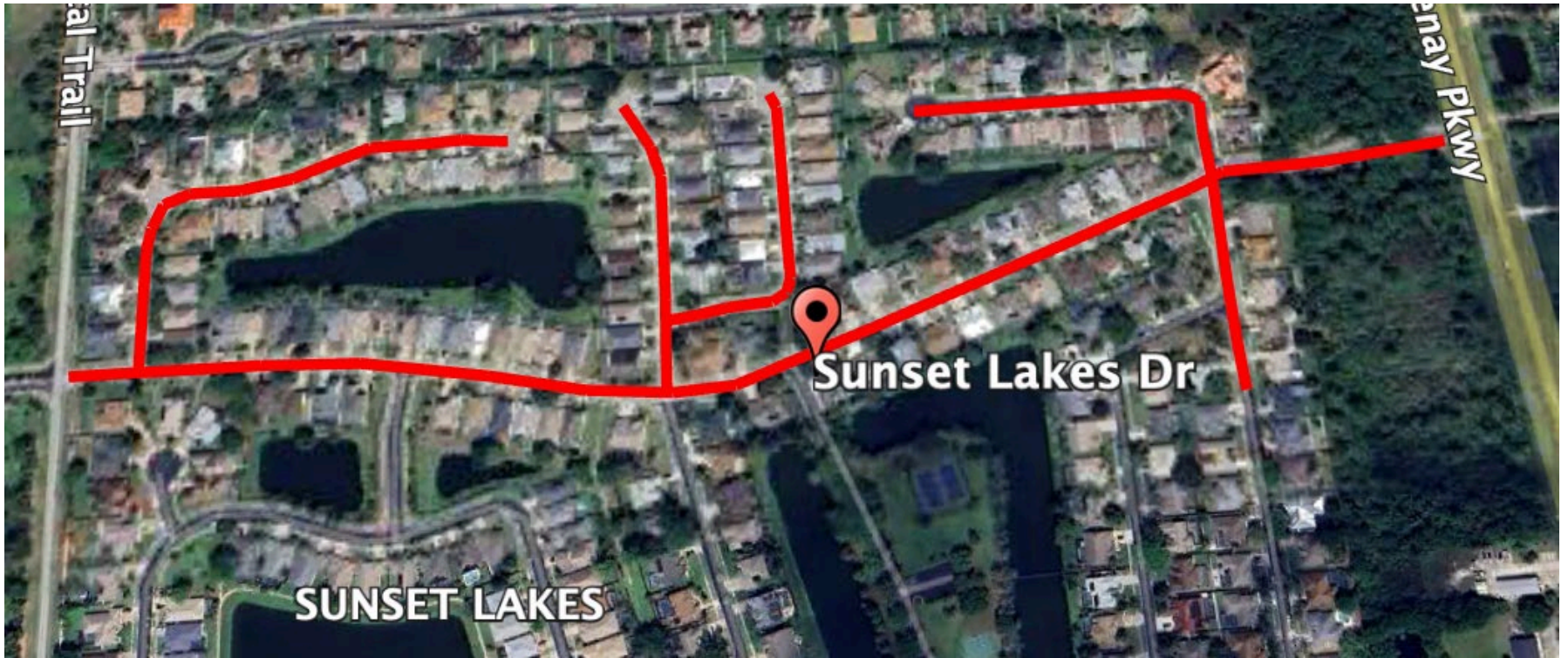
REF: Asphalt Restoration – Sunset Lakes HOA, 896 Limerick Drive, Merritt Island, FL 32593

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>APPROX QTY.</u>	<u>UNIT PRICE</u>
		<b>See Street List &amp; Map</b>	
1.	Clean Entire Area	22,018 Square Yards	Included
2.	Rejuvenator / Sealer	22,018 Square Yards	Included
3.	Traffic Control	Cones, Caution Tape	Included

**Total Project Cost: \$66,054**

**Note: This process is recommended every FIVE years, regardless of surface wearing/operational conditions.**

<b>Street Name</b>	<b>Square Yards</b>
Kilarney Court	3,388
Sunbeam Court	1,992
Sunflower Court	2,148
Sunward Drive	5,814
Sunset Lakes Drive	8,676
<b>Total Treatable Square Yards:</b>	<b>22,018</b>



THIS CONTRACT is made as of \_\_\_\_\_, 2026, between Total Asphalt Maintenance, Inc. t/a Total Asphalt Rejuvenation ("Contractor"), a Pennsylvania Corporation and Sunset Lakes HOA ("Customer") according to the terms and conditions specified herein,

**WHEREAS**, Customer owns and/or is responsible for administering, operating and/or maintaining all or portions of the property known as Sunset Lakes HOA and located at 896 Limerick Drive, Merritt Island, FL 32593 (the "Property"); and

**WHEREAS**, Contractor is engaged in the business of providing asphalt rejuvenation services and/or selling related products; and

**WHEREAS**, Customer desires to engage Contractor, and Contractor desires to undertake, to perform such services at the Property as set forth in the attached proposal (the "Proposal") in accordance with the terms and conditions set forth herein (the "Project").

**NOW, THEREFORE**, for and in consideration of the covenants and agreements contained, herein, which include the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do mutually covenant and agree to the following terms and conditions:

#### **I. SCOPE OF WORK**

Contractor shall supply all labor, materials, equipment and expertise necessary to perform the Project in accordance with the terms of this Contract and the attached Proposal, which is attached hereto and incorporated herein.

- A. Equipment and Materials; Inspection. Contractor shall furnish all equipment and materials necessary to properly perform the work in accordance with the specifications set forth in the Proposal and such governmental and other codes and professional standards as may apply to the Project. Customer shall have the right at reasonable times and upon prior notice to examine or inspect the supplies, materials and equipment used by Contractor and to observe the operations of Contractor, its agents, servants and employees at the Project site during the course of the Project, provided such activities do not unduly interfere with or delay the Project.
- B. Licenses and Taxes. At Contractor's expense, Contractor shall procure all licenses which may be required to be obtained by Contractor in the performance of the work, and pay all excise, license, occupation and other taxes which may become payable by Contractor to any authority in connection with the Project, including all taxes upon the sale, use, storage, consumption, and/or fabrication of the materials, supplies, equipment, and other things furnished by Contractor.
- C. Adherence to Laws and Safety. Contractor shall comply with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the work or incidental thereto, including but not limited to, safety of the work zone and physical marking of the Project site.
- D. Schedule. Contractor shall provide to Customer a Mobilization Plan (the "Plan") for beginning and completion of the Project and its obligations under this contract including preparations which Customer, must make in order for Contractor to be able to begin work on schedule.

## II. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and is not an agent, servant, or employee, partner or joint venture of Customer, and Contractor hereby waives and disclaims any claim to status as an employee, agent, servant, partner or joint venture of Customer. Contractor further waives, discharges and releases any claim, demand or cause of action, obligation or liability arising out of any law, statute, regulation, or ordinance pertaining to employment or the termination thereof, but instead shall look solely to its rights under this Contract.

## III. INDEMNIFICATION

Each of Contractor and Customer, as applicable (the "Indemnifying Party"), shall indemnify, defend and hold harmless the other party, its officers, directors, contract agents, members, shareholders, partners, employees (or persons or entities with comparable status) and their successors and assigns (collectively, the "Indemnified Party") from and against any and all claims, suits, judgments, costs and expenses, including reasonable attorneys' fees, arising from any third party claims or suits brought against the Indemnified Party alleging the Indemnifying Party's failure to perform this Contract or any negligent or intentionally wrongful acts or omissions of the Indemnifying Party, its agents, servants, employees, contractors, sub-contractors, invitees or licensees; provided, however, that Contractor's liability to the Indemnified Party shall be limited to the Indemnified Party's direct damages and shall not extend to consequential, special or secondary damages, such as loss of revenue or profits, business or service interruption, cost of capital, cost of purchase or replacement of work, materials or equipment in excess of the cost of repair, or lack of access to the Property. The obligations in this Section III shall survive and continue in the event that this Contract is terminated for any reason.

## IV. [INSURANCE]

[Except as may be otherwise specified in the Proposal:

- A. Contractor shall obtain, pay the premiums for and keep in force during the term of this Contract, insurance written by companies licensed and authorized to conduct business in the state where the Property is located in dollar amounts hereinafter specified or as required by law, whichever is greater:
  - (a) Workers Compensation and Employers Liability Insurance: Statutory amounts and coverage as required by law including employer's liability with a policy limit of at least \$1,000,000 (or such other amount to comply with the underlying requirement for any umbrella/excess liability policy) including a provision for extending the policy in accordance with the law of other jurisdictions.
  - (b) Commercial General Liability; Bodily Injury, Personal Injury and Property Damage: At least \$1,000,000 each occurrence and \$2,000,000 aggregate. [Such coverage shall include bodily injury and property damage directly or indirectly related to hazardous chemicals.]
  - (c) Automobile Liability Insurance (Owned, Non-Owned and Hired Car): Bodily injury and property damage at least \$1,000,000 combined single limit (Each accident).
  - (d) Umbrella Liability: Each occurrence \$5,000,000 and \$5,000,000 aggregate.

- B. Contractor's insurance shall name the Customer and, if applicable, it's managing agent as additional insureds. Contractor shall, upon request, provide Customer with a certificate of insurance confirming the insurance required herein before the commencement of any work on the Project and in no event later than [10] days after such request. Upon reasonable prior written request, Customer may request copies of any and all insurance policies required by this Contract. Each policy carried by Contractor as required herein shall be primary with respect to any insurance carried by Customer and any coverage carried by Customer shall be excess insurance.
- C. Nothing herein shall require Customer or its officers, directors, managers, agents or employees to carry insurance coverage of any type, kind or nature.]

## V. PRICING; COMPENSATION; PAYMENT

- A. Contract Price. Subject to adjustment, and except as may be otherwise set forth in the Proposal and/or this Contract, Customer shall pay Contractor the sum of \$66,054, for the base cost of the Project (the "Contract Price").
- B. Payment; Deposit. Payment shall be made in accordance with the following terms: Customer shall pay Contractor (i) 50% of the Contract Price (the "Deposit") upon execution of this Contract (and prior to commencement of any on-site work at the Project) and (ii) 50% at conclusion, inspection and execution of "Sign Off Form" (Exhibit A) of completed work on the Project as invoiced by Contractor. The quoted price in this Contract does not include unforeseen problems once the work has begun if the existing lot or other Property was not built to specifications. If a treatment area requires multiple application days or phases and the days or phases are greater than 3 weeks apart, each phase of work will be billed upon completion of that phase.
- C. Additional Work. Any work required in addition to that set forth in this Contract (including the Proposal) shall be completed only after execution of a written change order executed by Contractor and Customer. The costs of any such additional work shall be as set forth in such change order and, unless otherwise set forth and agreed to in such change order, shall be consistent with the rates and costs set forth in the Proposal. Payment for any such additional work shall be paid to Contractor in accordance with the terms set forth in the executed change order.
- D. Pricing Adjustments. Customer acknowledges that prices stated in the Proposal shall remain firm for a period of one hundred and eighty (180) days from the date thereof (unless otherwise provided), contingent upon (i) Contractor's receipt of acceptance of such Proposal within (180) days thereof; (ii) receipt of full payment of the Deposit within (180) days thereof. If any of the foregoing conditions are not timely met, then Contractor may adjust prices based upon the change in prices charged by its suppliers as of the date of Contractor's receipt of such acceptance or deposit. In addition, in the event Customer requests any reduction in the size of the Project area (i.e., not treating a portion of the Property (the "Deduct Area") previously contemplated to be treated as part of the Project under the Proposal), the Contract Price will be reduced by an amount equal to the product of (a) 75%, multiplied by (b) the portion of the Contract Price allocable to the Deduct Area

(based on the Contract Price per square footage and/or yardage of the entire original proposed Project area).

- E. Delinquency Charge; Termination by Contractor. Contractor reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by Customer within the designated net terms. Contractor reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any services when due or for any other reason deemed to be good and sufficient by Contractor. Contractor shall have no obligation to make sales or ship materials to Customer facilities, or perform any other portion of the Services in any manner, if at any time Contractor has reason to believe that the financial responsibility of Customer is impaired or unsatisfactory to Contractor, or if at the time of such sale or shipment, Customer is delinquent in the payment of any account to Contractor. In the event Customer shall be in default of any terms and conditions hereof (after notice and opportunity to cure as set forth in Section V.G), or becomes insolvent or proceedings are instituted to declare Customer bankrupt, or a receiver is appointed for Customer in any court, Contractor may at its option terminate this Contract and/or declare any and all claims or demands against Customer held by Contractor immediately due and payable, together with any and all attorneys' fees and costs incurred by Contractor in enforcing its rights hereunder, any or all of which Contractor may set off and retain from the Deposit and/or sue for and recover from Customer.
- F. Cancellation. This Contract can be cancelled by either party upon written notice to the other at any time for convenience subject to the following restrictions and conditions:
- (a) In the event that Customer so cancels this Contract, it agrees to reimburse Contractor (as liquidated damages, but without limiting any of Contractor's other rights or remedies hereunder) in an amount equal to either: (i) 15% of the Contract Price (which equals one-half of the Deposit amount) if Customer cancels more than 30 days prior to the scheduled commencement of work on the Project at the Project site, or (ii) 30% of the Contract Price (which equals the entire Deposit amount) if Customer cancels within 30 days prior to the scheduled commencement of work on the Project at the Project site. Contractor may retain all or any applicable portion of the Deposit in satisfaction of such reimbursement obligation, and shall remit the remaining balance of the Deposit, if any, to Customer.
  - (b) If Contractor so cancels this Contract more than 30 days prior to the scheduled commencement of work on the Project at the Project site, Contractor shall [promptly] return the entire Deposit amount to Customer; provided, however, that if during such period an Uncontrollable Event (as defined below) occurs, which in Contractor's reasonable business judgment prevents or unduly adversely affects Contractor's ability to proceed with or complete the Project as planned, (i) Contractor shall continue to hold the Deposit until such Uncontrollable Event ceases and thereafter resume work on the Project, and (ii) this Contract is not deemed terminated during such time unless this Contract is cancelled by the Customer pursuant and subject to the provisions of Section V.F(a) above. For the avoidance of doubt, nothing contained in this Section V.F(b) shall prohibit or restrict Customer from cancelling this Contract due to an Uncontrollable Event

subject to Customer's compliance with the provisions of Section V.F(a) above (including, but not limited, Customer's obligations to reimburse and pay Contractor liquidated damages set forth therein).

- G. Termination for Breach of Contract. In the case of a material breach of this Contract by either party, the other party shall have the right to terminate this Contract and be entitled to recover attorneys' fees and costs and other damages associated with such a violation or breach; provided, however, that such other party shall have first given the breaching party written notice specifying such breach in reasonable detail and the opportunity to cure such breach within 15 days of the breaching party's receipt of such notice (and, in the event such breach is not reasonably capable of being cured within such 15 day period, the breaching party shall have commenced and continues to diligently pursue such cure, but in no event later than 30 days ). Upon termination, Contractor shall reasonably promptly remove any and all of its equipment, tools, and supplies from the Property. Contractor shall be compensated for work properly performed up to the date of termination on a *pro rata* basis.

**VI. WARRANTY - NOTE: PLEASE READ CAREFULLY.**

- A. General. Subject to the limitations set forth below, Contractor warrants that from the date its rejuvenator/sealer product ("Rejuvenator/Sealer") is applied and the work accepted by Customer (i) for a period of one year, workmanship on the Project, and (ii) for a period of four years, that (a) the Rejuvenator/Sealer will not flake, peel chip, or spall, (b) the Rejuvenator/Sealer will not exhibit functional failures like those occurring with emulsion sealers and (c) the Rejuvenator/Sealer treatment will reduce the viscosity (ASTM D- 2171) in the top three eighths inch of the treated asphalt surface (collectively, the "Warranty").
- B. Testing; Remedies. Customer has the right to request core sampling and testing of viscosity of the treated pavement at the fourth year following the application of the Rejuvenator/Sealer and Customer's acceptance of the work in order to document performance at a cost of \$4,500.00 to Customer.

Should Customer desire testing to be performed, Customer must notify Contractor of intent to test and work with Contractor on-site to determine an appropriate area, (no larger than a 3' x 3'), to be sampled as the Control Section. This Control Section will remain untreated.

A single core will be extracted from the Control Section and a Treated Section. These cores will be sent to a certified testing facility. Asphalt binder will be recovered from the two samples, (Control and Treated), from the top 1/2-inch layer of the cores and tested for viscosity and penetration as prescribed by California Test Method (CTM) 365 and (CTM) 348 and the results recorded by Customer and Contractor. At the Customers request, at the beginning of the fourth year after treatment, cores will be taken from a section of the control and treated pavement and sent to the lab where the same set of tests will be performed and compared with the initial testing to determine viscosity and penetration over time. Subject to the limitations set forth below, should verified failure be reported as no reduction in viscosity, Contractor will re-treat the asphalt at no charge to the Customer.

Warranty Limitations: The Rejuvenator/Sealer is intended to provide a rejuvenating treatment over existing pavement surface material. It does not permanently repair cracks or provide structural support or integrity to such pavement materials. This Warranty does not apply to product defects or damage caused by: (i) acts of God, accident or disaster, (ii) improper maintenance or excessive loading or misuse of the pavement, (iii) alterations made after installation, (iv) the acts or omissions of others, (v) cracking of, or water or moisture migrating from below or around, the pavement materials, (vi) movement, disturbance or settlement of the pavement base materials, or (vii) other factors beyond the reasonable control of Contractor. The Proposal is based on the existence of a workable sub-based layer. It shall not be the responsibility of Contractor to check the sub-base unless requested and paid for by the Customer. Contractor shall not be responsible for consequences of sub-base failures. The performance of Warranty repairs or re-treatments does not extend the original Warranty period.

- C. Limitation of Warranty on Painting and Crack Sealing. Pavement markings have a six month warranty on workmanship and materials. There is NO WARRANTY on the application of traffic paint on concrete curbs. Crack Sealer will be applied to cracks beyond the stated linear footage in the Proposal. Any request to seal more cracks on pavement with a FAIR or below Condition Rating will incur an additional charge. For optimum appearance, there is a 72-hour minimum wait prior to reinstalling pavement markings.
- D. No Other Warranties. Except as expressly stated in this Section VI, Contractor makes no representations or warranties as to any of the products (including Rejuvenator/Sealer) or services provided in connection with the Project, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. The sole remedy for breaches of the Warranty set forth in this Section VI is limited to performance of repairs and re-treatment as set forth herein.

## VII. CUSTOMER RESPONSIBILITIES

- A. Notices to Public; Site Preparation. Customer will provide timely written notice to the public and all other persons affected by the work to be performed by Contractor prior to the scheduled commencement date for the work at the Project site and will submit all written notices to Contractor for approval no later than seven (7) days in advance of distribution, and/or publication, and will remove all vehicles or obstacles from the Project site, prior to commencement of work. It shall not be the responsibility of Contractor to remove vehicles or obstacles, and Contractor may delay work (at Customer's expense) until the work area is free of vehicles and obstacles. Any delay occasioned by the failure of Customer to remove vehicles, obstacles, or other extractions prior the scheduled commencement of work shall be charged to the Customer in accordance with the delay schedule set forth in Section VII.D below.
- B. Customer's Liaison. Customer shall / may be represented by its Board of Directors and its Managing Agent, or such other individual or entity retained and/or appointed who shall serve as Customer's liaison with Contractor ("Customer's Liaison"). Customer shall promptly notify Contractor in writing of any change in, replacement or successor to Customer's Liaison. Unless otherwise expressly designated in writing by Customer, Customer's Liaison, if any, shall be Contractor's principal point of contact and

communication with Customer, and Contractor shall have the right to rely on actions, directions or statements made by such Customer’s Liaison on Customer’s behalf without any further investigation or inquiry.

- C. Final Inspection; Acceptance. Upon completion of work on the Project, Customer will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of Customer (who may be the Customer’s Liaison) to inspect all completed Contractor work, including the work of the subcontractors to Contractor, in the company of a Contractor representative and execute the “Sign Off Form” (Exhibit A). Customer’s failure to inspect the job site as stated above will signify acceptance of work performed by Contractor and its subcontractors and its agreement to pay all invoices in full.
  
- D. Notice of Delay. Unless prevented by an "Uncontrollable Event" (hereinafter defined) (i) Customer agrees to notify Contractor at least 24 hours prior to the scheduled time for commencement of the work (or any phases of the work) at the Project site if such work cannot be commenced at the scheduled time. In the event of failure of the Customer to provide such notification(s), Customer agrees to pay the following charges as liquidated damages for such failure to provide timely notifications: (i) pavement rejuvenation—\$2,500 per event and (ii) pavement marking—\$500 per event. Notwithstanding said payments, this Contract shall remain in full force and effect and the above damages shall be paid within 10 days of the date incurred, and shall be in addition to any other fee, charges or payment under this Contract. For purposes of this Contract, an "Uncontrollable Event" means an event or circumstance or other condition which is beyond the control of the party or parties affected in the reasonable conduct of their business, which includes, but is not limited to, acts of God, storm, flood, war, terrorist actions, riot, embargo, act of civil or military authority, casualty event, strike or labor delay, transportation delay, shortages of fuel or material, loss of power and intervening acts of third parties.

**VIII. MISCELLANEOUS**

- A. Notices. Except as maybe otherwise specifically provided in this Contract (including the Proposal), all notices or other communications pertaining to this Contract shall be in writing directed to the following:

For Customer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

For Contractor:

Total Asphalt Rejuvenation  
 600 N. Hartley Street, Suite 170  
 York, PA 17404  
 Attn: Ethan Mills  
 Fax: 717-845-5161  
 E-Mail: [ethan@totalasphalt.com](mailto:ethan@totalasphalt.com)

All notices required by this Contract shall be deemed delivered (i) when delivered in person or (ii) 3 days after deposited in the United States Mail, addressed as indicated above, postage pre-paid, registered or certified mail, return receipt requested or (iii) upon written confirmation of receipt if sent by e-mail or facsimile (which confirmation may be generated automatically or in the form of e-mail).

- B. Non-assignable without Consent. Neither Customer nor Contractor shall assign this Contract without the prior written consent of the other party; provided, however, (i) either party may assign its rights to receive money under this Contract without such notice or consent, (ii) Contractor may (upon notice) assign all or any of its rights or obligations under this Contract to one or more of its affiliates without Customer's consent, and (iii) Contractor may, without notice or consent, subcontract the whole or any part of the work to be performed under this Contract.
- C. Modification. No modification of this Contract (including, but not limited to, change orders) shall be binding on the parties hereto unless it is in writing and signed by both parties.
- D. No Third-Party Beneficiaries; Binding on Successors. This Contract shall solely inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto and no other person or entity shall have any right, benefit, priority or interest in, under or because of the existence of this Contract.
- E. Complete Understanding of the Parties. This Contract (including the Proposal) constitutes the complete understanding of the parties hereto with respect to the subject matter hereof. In the event that there is a conflict between the terms set forth in this Contract and the terms of the Proposal attached hereto, the terms set forth in this Contract shall control.
- F. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principals of conflicts of law. Any litigation between the parties arising out of this Contract or the performance thereof shall be litigated in any federal or state court located in the County of York, Pennsylvania and having jurisdiction over the matter.
- G. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is adjudged by a court of competent jurisdiction to be illegal or in conflict with any law of the state where made, said part, term or provision is deemed severed from this Contract, and the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain that particular part, term or provision held to be invalid.
- H. Attorneys' Fees. In the event litigation is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and disbursements incurred therein.
- I. Entity Customer's Representations. If Customer is a legal entity, the person signing this contract on its behalf certifies that (i) Customer is duly formed and in good standing under the laws of its state of formation, (ii) this Contract has been duly authorized by all necessary corporate or similar actions on Customer's part, and (iii) such person is duly and fully authorized to negotiate, sign and carry out the provisions of this contract, including making payments when due on behalf of such entity.

IN WITNESS WHEREOF, the parties have signed this Contract as of the date first above written by their duly authorized representatives.

**CUSTOMER:**

**CONTRACTOR:**

[\_\_\_\_\_]

Total Asphalt Rejuvenation

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit A: Project Completion Acceptance & Sign-Off

**Project Information:**

Project Name Sunset Lakes HOA
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Street Address 896 Limerick Drive
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City, State, Zip Merritt Island, FL 32593
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Start Date
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Completion Date
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**Contact Information:**

Project Representative Julie Song	Phone Number 321-246-1885
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VP Operations John McNamara	Phone Number 717-887-4965
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**Project Notes:**

**Signing off on this document signifies that I have reviewed the completed project treatment areas with the facility / community representative.**

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VP Operations Signature Date

**By signing below, the facility / community representative acknowledges satisfaction and completion of the project.**

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Project Representative Signature Date