

CLEAN UP CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by _____, a Florida not-for-profit corporation, whose address is _____ ("ASSOCIATION") and _____, a Florida _____, _____, State CONTRACTOR's License No. _____.

1. **DESCRIPTION OF WORK:** The CONTRACTOR shall perform all work required by this Contract, specifically _____ as further defined in the Scope of Work attached hereto and incorporated herein as Exhibit "A" (the "Work"). In the event of a conflict between any exhibit to this Contract, and the text of the Contract, the text of the Contract shall govern.

2. **TIMELY COMPLETION:** The Work to be performed under this Contract shall commence on _____, 2017, and shall be completed within ____ () days of commencement. Time is of the essence of this Contract, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its work, aside from acts of God. CONTRACTOR shall make payments promptly to its vendors and for materials used by it in the performance of its work.

3. **CONTRACT PRICE AND PAYMENTS:** The ASSOCIATION shall pay CONTRACTOR the Contract Price of \$ _____, as follows: 50% of the Contract Price upon completion of 50% of the CONTRACTOR's obligations under this contract minus 10% retainage and a final payment including retainage within 7 days of completion of all CONTRACTOR's obligations under this contract and approval by the ASSOCIATION. Payments due to CONTRACTOR may be withheld by ASSOCIATION on account of defective work not remedied, claims filed, failure of CONTRACTOR to make payments properly to its subcontractor(s), or for material or labor, or for the reasonable belief of ASSOCIATION that the Work to be performed under this Contract which remains unfinished cannot be completed for the balance then unpaid; in that event, the ASSOCIATION may, at any time, with three (3) days notice to CONTRACTOR, terminate this Contract. Nothing in this contract shall entitle Contractor to any claim on any insurance proceeds which may be payable to ASSOCIATION.

4. **CONTRACT COSTS:** The Work includes all transportation, storage, equipment, supplies, labor and materials, plans, drawings and specifications necessary for the completion and functional installation, and the Work shall comply with all applicable codes and inspection requirements, including all labor, materials, and everything required or claimed by CONTRACTOR's materialmen, suppliers, or laborers. The CONTRACTOR shall perform the work in a good and workmanlike manner and shall comply with all local ordinances, requirements of Florida and County Building Codes, and all federal and state authorities, including but not limited to, all local, state and federal OSHA and EPA safety and environmental regulations. The CONTRACTOR shall secure, in its own name and right, and pay for all permits, inspections, fees, licenses, registrations, and royalties necessary for the execution of the Work to be performed. The CONTRACTOR shall pay all local, state, and federal taxes, including sales and use taxes, and social security, in connection with its work. All Contract costs paid by CONTRACTOR shall be at the expense of CONTRACTOR.

5. **SUPERVISION:** The CONTRACTOR shall supervise and direct the Work, using its best skill and attention. The CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ in the Work any unfit person or anyone not skilled in the task assigned to him. Further, it is the sole responsibility of the CONTRACTOR to secure, safeguard, and protect its materials and operation from damage or theft until formally accepted by ASSOCIATION. The CONTRACTOR shall promptly remedy all damage or loss to any property caused in whole or in part by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The CONTRACTOR shall be responsible to ASSOCIATION for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under an agreement with the CONTRACTOR. The CONTRACTOR represents that it will use its own work forces and that all of said forces are skilled in their work assignments.

6. **INSURANCE:** Without limiting any of the other liabilities or obligations of CONTRACTOR, CONTRACTOR shall furnish or cause to be furnished to ASSOCIATION, prior to the initiation of the Work, copies of all pertinent insurance policies, stating that the types of insurance coverage and limits set forth in the attached Certificate of Insurance, attached as Exhibit "B", are in full force and effect, covering the activities of all CONTRACTOR employees, subcontractors and agents, complying with all applicable laws, and naming the ASSOCIATION as an additional insured and that said insurance will not be cancelled without thirty (30) days prior written notice to ASSOCIATION. CONTRACTOR shall continuously maintain all insurance throughout the performance of this Contract and shall upon the cancellation of one policy and its replacement with another naming the ASSOCIATION as an additional insured on said policy and provide the ASSOCIATION a new duly executed Certificate of Insurance. All required coverages shall be non-cumulative to the other jobs of CONTRACTOR and primary to the ASSOCIATION and the minimum coverage limits set forth in this section shall in no way be construed as a limitation on liability on behalf of CONTRACTOR, its employees, subcontractors and agents.

7. **CLEAN UP:** The CONTRACTOR shall cause no waste to the ASSOCIATION's property or adjoining property in the performance of this Contract and at all times shall keep the premises in a neat, clean and organized manner. At the completion of the Work, it shall remove all its waste materials and rubbish from and about the project, as well as its tools, construction equipment, machinery, and surplus materials, and return all affected areas of the property to a broom-clean condition. If, after three (3) days' notice by ASSOCIATION, CONTRACTOR has not diligently proceeded with the clean up, then the ASSOCIATION has the right to proceed with the clean up work at CONTRACTOR's cost and expense. Free, clear and unobstructed ingress and egress with respect to the Condominium property shall be maintained by CONTRACTOR except as agreed to by ASSOCIATION in writing.

8. **HOLD HARMLESS AND INDEMNIFICATION:** The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the ASSOCIATION, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, any Sub-Subcontractor, any material or equipment supplier, anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the ASSOCIATION, or any of their agents or employees by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, Disability benefit acts or other employee benefit acts. The foregoing indemnity from CONTRACTOR shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from their negligence, recklessness or intentional wrongful misconduct of Contractor, and persons employed or utilized by CONTRACTOR relating to the performance of Work as described in this Contract. The CONTRACTOR shall promptly remedy all damage or loss to any property caused in whole or in part by the CONTRACTOR, any Subcontractor, any Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the CONTRACTOR are in addition to his other obligations under this Contract. This provision shall survive the termination or expiration of this Contract.

9. **LIENS:** CONTRACTOR will save and keep the building or buildings referred to in this Contract or the lands upon which they are situated, free from all mechanics liens, and other liens by reason of its work or any materials or other things used by it therein. If CONTRACTOR fails to remove such liens by bonding it or otherwise, the ASSOCIATION may retain sufficient funds out of any money due or thereafter to become due by ASSOCIATION to CONTRACTOR to pay the same and to pay all costs incurred by reason thereof, including reasonable attorney's fees and the cost of any lien bonds that the ASSOCIATION may elect to obtain.

10. **WAIVER AND INTEGRATION:** This Contract constitutes the entire agreement between the parties hereto. No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. This Contract represents the full and final understanding of the parties, and all other contract(s) or agreement(s), whether written or oral, entered into by the parties hereto prior to the date of this Contract, are cancelled.

11. **ASSIGNMENT:** CONTRACTOR shall not let, assign or transfer this Contract, or any part thereof, or any interest therein, without the written consent of the ASSOCIATION.

12. **ATTORNEY'S FEES:** In connection with any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any appellate proceedings.

ASSOCIATION:

a Florida not-for-profit corporation

By: _____
Print Name: _____
Title: _____

CONTRACTOR:

a Florida _____

By: _____
Print Name: _____
Title: _____