

# COUNTRYSIDE CONDOMINIUMS



COUNTRYSIDE CONDOMINIUMS

Prepared by Sean Swenson



UNFORGETTABLE  
COATINGS

# PROJECT PROPOSAL

Unforgettable Coatings Inc.  
UT License #7832401-5501  
213 4860 S Murray, Utah 84107



Date of submission: February 2025  
Proposal valid for 60 days

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| Client Information                                          |                                                                                                                                                                                                                                                                                                          |                                      |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Project Location:<br>670 E Countryside Ct Midvale, UT 84047 | Prepared for: WelchRandall Mgmt.                                                                                                                                                                                                                                                                         | Date of Submission:<br>February 2025 |
| Complete Exterior Repaint                                   | <ul style="list-style-type: none"> <li>Bid includes prep and painting exterior wood siding, trim, soffits, fascia, wood columns, front doors, wells, and railings. 16 buildings + pool house.</li> <li>3 Year Labor and Materials Warranty</li> </ul>                                                    | \$314,877                            |
| Wood Repairs                                                | <ul style="list-style-type: none"> <li>Option includes price to complete wood replacement of damaged wood siding. See pictures of locations and price breakdown of each building.</li> <li>After building wood replacement is completed, we will meet with the board to get approval.</li> </ul>         | \$71,132                             |
| Garage Painting 36                                          | <ul style="list-style-type: none"> <li>Option includes painting 36 total garages.</li> <li>Includes wood siding, trim, soffits, garage door.</li> <li>Full prime needed on some garage doors, spot prime others to treat rust prior to painting.</li> <li>3 Year Labor and Materials Warranty</li> </ul> | \$8,100                              |
| Carport Painting 78                                         | <ul style="list-style-type: none"> <li>Option includes prep and painting frame and post only of 78 carports.</li> <li>Includes application of red oxide rust-inhibitive primer to treat rust.</li> <li>2 Year Labor and Materials Warranty</li> </ul>                                                    | \$8,190                              |
| Black Lights Poles                                          | <ul style="list-style-type: none"> <li>Black light poles throughout the property have been included FREE OF CHARGE. This also includes stop sign poles and speed limit Poles.</li> </ul>                                                                                                                 | FREE                                 |
| Wood Rails                                                  | <ul style="list-style-type: none"> <li>Price to remove wood railings and install new metal railings.</li> </ul>                                                                                                                                                                                          | \$9,870                              |
| Interior Painting of Stackable Units                        | <ul style="list-style-type: none"> <li>Repaint interior of 3 buildings. Walls, trim, ceilings, trim and doors. 1 tone paint scheme. Product: Promar 200 Eggshell</li> </ul>                                                                                                                              | \$5,460                              |
|                                                             | <b>TOTAL FOR ALL OPTIONS</b>                                                                                                                                                                                                                                                                             | <b>\$417,629</b>                     |

## WOOD REPLACEMENT TIER SYSTEM

To ensure clarity and transparency in our proposal, we have categorized the buildings based on their wood replacement needs. Each building has been evaluated and placed into one of three tiers based on the extent of damage. Below is our tier system:

| TIER                                           | DESCRIPTION                                                                                                                                                                                                                                                                                    | BUILDINGS                   |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>Green Tier<br/>(Minimal Repairs Needed)</b> | <ul style="list-style-type: none"> <li>Minor cosmetic damage such as small cracks or superficial wear.</li> <li>No structural concerns; wood remains in overall good condition.</li> <li>Simple touch-ups or minor repairs recommended.</li> </ul>                                             | 13, 12, 11, 10, 9, 6, 4, 2, |
| <b>Orange Tier (Moderate Repairs Needed)</b>   | <ul style="list-style-type: none"> <li>Noticeable wear, including splitting, warping, or early signs of deterioration.</li> <li>Some sections require partial replacement, but overall integrity is still intact.</li> <li>Recommended proactive repairs to prevent further damage.</li> </ul> | 15, 8, 5, 1,                |
| <b>Red Tier (Extensive Repairs Needed)</b>     | <ul style="list-style-type: none"> <li>Significant damage, including wood rot, severe cracking, or warping.</li> <li>Replacement of multiple boards necessary.</li> <li>Immediate attention required to ensure safety and prevent further deterioration</li> </ul>                             | 14, 7, 3                    |
| <b>Final Tier (Extensive Repair Needed)</b>    | <ul style="list-style-type: none"> <li>Board requests the garages are lowest priority.</li> </ul>                                                                                                                                                                                              | Garages & Carports          |



# MAP OF BUILDINGS



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## BREAKDOWN OF BUILDING REPAIRS

|                      |              |
|----------------------|--------------|
| Building 1           | \$ 3,233.20  |
| Building 2           | \$ 2,515.76  |
| Building 3           | \$ 8,260.00  |
| Building 4           | \$ 2,997.20  |
| Building 5           | \$ 3,894.00  |
| Building 6           | \$ 3,687.50  |
| Building 7           | \$ 5,058.66  |
| Building 8           | \$ 4,514.68  |
| Building 9           | \$ 2,389.50  |
| Building 10          | \$ 2,773.00  |
| Building 11          | \$ 1,852.60  |
| Building 12          | \$ 2,997.20  |
| Building 13          | \$ 2,997.20  |
| Building 14          | \$ 4,652.74  |
| Building 15          | \$ 2,999.56  |
| Building Single Unit | \$ 944.00    |
| Garages              | \$ 15,365.96 |
| TOTAL                | \$71,132.76  |



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## EXTERIOR BUILDING PAINTING AND WOOD REPAIRS



Our proposal includes repairs and painting of 16 exterior buildings, pool house, carports and garages. Below we have detailed information on our repair, prep work and revitalization steps to bring this community to life and have it POP.



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## EXTERIOR WOOD SIDING RESTORATION & PAINTING



Prep work is the most important aspect of any quality painting project. Once repairs have been made our crews will then switch to the mindset of **REVITALIZE**. We are experts at revitalizing old wood. Mechanical sanding tools, primer and caulk will all be used to remove old layers and make the wood look great again!



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## EXTERIOR WOOD SIDING RESTORATION & PAINTING



These pictures are examples of another project we did work on. The owners did not have the budget for wood repairs on this project. We were tasked with revitalizing this wood the best we could. You can see the beginning of the process of removing loose paint, applying primer to seal bare wood and then the final product!



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## WOOD BEAM REPAIR AND REPAINT



Bid includes replacing all the trim at base of columns and columns (if needed) . At each column wood is warped and damaged. Our bid includes replacing all of these areas and properly sealing them with Caulk!



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## WOOD RAILING REPAIR & REPAINTING



Wood railing repainting begins with repairing any damage and sanding the surface for a smooth finish. We then apply a high-quality, weather-resistant paint or stain to enhance durability and restore its appearance. Option has been provided for potential tear-out and replace with metal rails.



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## CARPORT PAINTING



During our inspection we noticed the carports are very dirty and covered in rust. Full power wash to remove flaking paint and debris. Rust will be treated with red oxide primer to ensure no bleed-through. Premium top coat of Pro Industrial Water-Based Alkyd Urethane Semi-Gloss.



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## WOOD REPAIR NOTES PER BUILDING



Building 15 South Side



Building 15 North Side



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WOOD REPAIR NOTES



Building 14 South Side



Building 14 North Side

## WOOD REPAIR NOTES



Building 13 South Side



Building 13 East Side



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## WOOD REPAIR NOTES



Building 12 South Side



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## WOOD REPAIR NOTES



Building 11 South Side



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## WOOD REPAIR NOTES

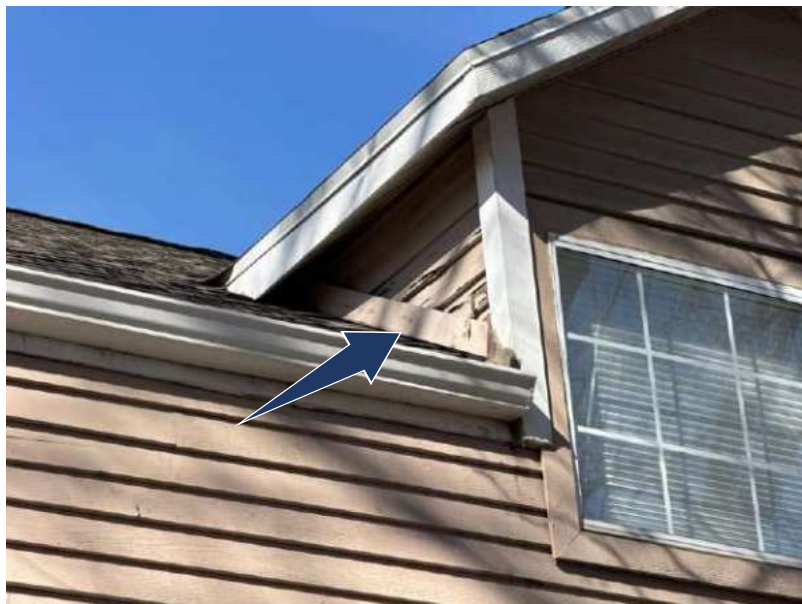


Building 10 East Side Garage Area



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## WOOD REPAIR NOTES



Building 9 East Side



Building 9 East Side Roof Line



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## WOOD REPAIR NOTES



Building 8 South Side

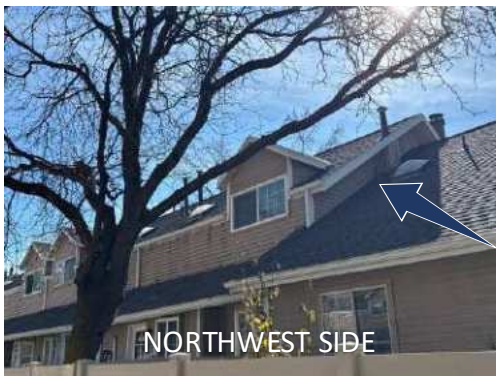


Building 8 North Side



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WOOD REPAIR NOTES



Building 7 Side

## WOOD REPAIR NOTES



Building 6 Side



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WOOD REPAIR NOTES



Building 5 East Side



Building 5 West Side

WOOD REPAIR NOTES



Building 4 South Side



Building 4 North Side

WOOD REPAIR NOTES



Building 3 Side

## WOOD REPAIR NOTES



Building 2 Side



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## WOOD REPAIR NOTES



Building 1 South Side



Building 1 Side



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## WOOD REPAIR NOTES



Garages



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## WOOD REPAIR NOTES



Garage Area



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## OUTDOOR METAL LIGHT POST REPAINTING



As a courtesy, we have included prepping and repainting all black light poles within the community FREE OF CHARGE!

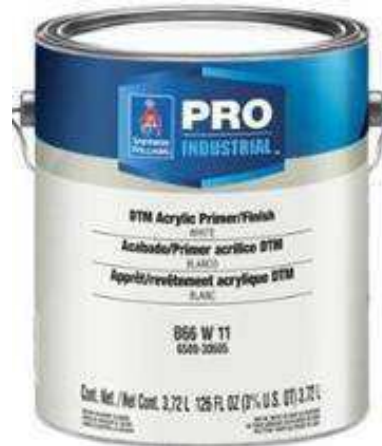


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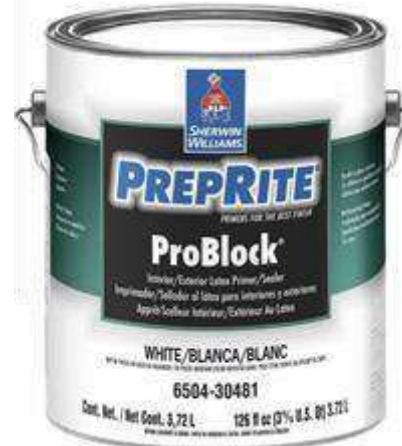
## PRODUCTS INCLUDED



Wood Siding and Trim



Metal Carports/Railings



Premium Caulking



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## Why Unforgettable Coatings:

***A) An Expertise in HOA painting is our number one value proposition. We have done many of these types of projects. No surprises, no change orders! Owners within this beautiful community we believe deserve a predictable and high-quality result. Please reach out to our references.***

***(B) Safety is our number one priority! Our crews are highly trained & have experience in painting Large HOA's in Las Vegas, Utah, and Arizona.***

***(C) A dedicated trained competent person will be on-site at all times to ensure safe practices.***

***(D) Follow specifications***



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## RECENT LARGE PROJECT REFERENCES



## SCOPE OF WORK

- Post notices 1 week, 48 hours, and 24 hours prior to commencing painting.
- Power washing surfaces to remove flaking paint and debris..
- Wood will be sanded with sanding tools and hand machines where needed. Per our walk we identified a standard for what the wood may look like. Old layers may still be visible, rough areas, natural knots/texture or personality of wood may still be visible..
- Power wash complete exterior to remove flaking paint and debris prior to painting including brick.
- Sand/scrape loose or peeling paint.
- Prime bare areas of wood prior to painting.
- Apply two coats Sherwin Williams 100% Acrylic Super Paint Satin finish.
- Wood repairs have been identified per pictures in this bid. See breakdown of dollar amount allocated to each bid. If and when the budget is tracking towards exhaustion a notice shall be sent to Management Company. If and when the budget is exhausted for a bid location (building), a change order would be required, sent to management company (Welch Randall), and approved by board prior to finalizing wood repairs, only then the crews will move on to revitalizing wood to prepare for paint.
- Caulk and seal where needed prior to painting.
- Mask surrounding areas not being painted.
- Daily clean-up
- Regular quality walks with Board of Directors (BOD) to ensure satisfaction and sign off on repairs.
- Regular updates to management and BOD on scheduling and progress.
- Mobilization of equipment including dumpsters, porta-potties , and disposal of project debris are included in this contract.
- Interior painting of stackable for \$5,460
- Payments: 20% Deposit, Progress payments equaling 70%, final 10% retention due upon final walks and satisfaction.



# TERMS & CONDITIONS OF PAINTING CONTRACT

## ARTICLE I THE WORK

§1.1 PARTIES. This Contract (the "Agreement") is between Unforgettable Coatings of Utah, LLC (the "Contractor") and "Owner" as identified as Countryside Condominiums as represented by the Management Company and HOA Board of Directors immediately preceding these terms & conditions (the "Project Proposal").

§1.2 SCOPE OF WORK. Contractor's scope of work (the "Work") shall be expressly limited to those items and tasks set forth and identified in the stand-alone **Scope of Work** pages 2 through 36 of the Project Proposal

§1.3 CHANGE ORDERS. The Work undertaken in this Agreement, including, without limitation, any changes in the timing, sequencing, or scope of work, to the extent such changes would impact the project costs or a significant change in time, may only be amended by a written change order signed by Owner and Contractor ("Change Order"). The Owner and the Contractor shall negotiate in good faith an appropriate adjustment to the Work, the Cost of Services and/or the project timeline. Acceptance of the Change Order and any adjustments to the Agreement shall not be unreasonably withheld.

If, due to any willful act or omission of Owner or anyone working on Owner's behalf, including, without limitation, the issuance or failure to approve of any Change Order or submittal, the work is interrupted or its completion delayed for a period of thirty (30) days or more, Owner shall pay Contractor's actual costs for any labor and materials supplied and/or obtained for the Work.

§1.4 COMMENCEMENT. The commencement date of the Work shall be mutually agreed upon once this Agreement is executed. The commencement date cannot be prior to Contractor receiving the full initial down payment.

§1.5 DELAYS. Contractor agrees to diligently pursue the Work through to completion, but shall not be responsible for delays for caused by owner-imposed limitations on working hours, rain days (defined as any days with a 10% chance of rain or more), other stormy or inclement weather, strikes, lockouts, acts of God, boycotts or other labor union activities, extra work ordered by Owner, actors of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, acts of independent contractors, holidays, acts of neglect or omission of Owner's employees or agents, or anything else that restricts Contractor's access to the Work during the course of the Work.

## ARTICLE II PRICE AND PAYMENT

§2.1 CONTRACT SUM. In consideration of Contractor's performance of the Work, Owner shall pay Contractor the sum provided as the Cost of Services ("Contract Sum"), plus any approved Change Orders.

§2.2 PAYMENTS AND DEPOSIT. Upon signing this Agreement, Owner shall deposit the 'Initial Down Payment' as set forth in the Project Proposal. Upon completion of 25% of the Work, Owner shall pay Contractor 33% of the Progress Payment set forth in the Project Proposal. Upon 50% completion of the Work, Owner shall pay Contractor an additional 33% of the Progress Payment. Upon 75% completion of the Work, Owner shall pay Contractor the final 34% of the Progress Payment. Owner shall pay Contractor the Final Payment as set

forth in the Project Proposal within one (30) business day after the Work has been completed and all final punch list items, if any, have been completed. Formal quality walks will be performed prior to billing for the Progress Payments and Final Payment. Owner's payment of the amount due will signify Owner's approval of Contractor's work performed. Contractor shall have the right to stop the Work and file a mechanics lien if any payment under this Agreement is not paid in a timely manner. Failure to make payment within thirty (30) days of the due date is a material breach of this Agreement. Any payment, including Progress Payments, not made on time will be subject to a late fee of 1% of the contract sum and shall collect interest at the rate of eighteen percent (18% per annum). Time is of the essence with respect to payment.

§2.3 BACK CHARGES. No back charge by Owner against Contractor shall be enforceable or valid except as agreed to, in advance and in writing, by Contractor.

§2.4 CREDIT CARD PAYMENTS. Any payments by credit card shall incur a processing fee in the amount of 2.34% of the amount charged.

§2.5 COST OF MATERIALS. The cost for material is subject to market conditions and is outside Contractor's control. Contractor calculated the Proposal and Cost of Services using the material costs the existed as of the date the proposal was submitted. If the cost of project materials (such as paint) increases during or prior to completing the Work, those increases will be added to the total Costs of Services.

## ARTICLE III WARRANTIES AND REMEDIES

§3.1 MANUFACTURERS' WARRANTIES. To the extent any manufacturer's warranty is available regarding any product or materials provided or installed pursuant to this Agreement, Contractor agrees to install any such product or material in the manner required by the manufacturer for the attachment of the applicable warranty. All manufacturer's warranties are given solely by the manufacturer and are subject to the manufacturer's terms and conditions. Any manufacturer's warranties conveyed pursuant to this Section 3.1 shall be provided upon completion of this project in the form offered by the respective manufacturer. This section applies to the manufacturer's warranties offered in the Executive Summary of this agreement. Contractor makes no representations regarding the coverage of any claims or potential claims provided under any manufacturer's warranty. Contractor shall have no obligation, duty or liability in the event manufacturer wrongfully disclaims or fails to honor its warranty, in any way and for whatever reason.

§3.2 CONTRACTOR'S FRESH PAINT SERVICE PLAN. A service plan is included in this contract. This service plan is NOT a warranty of any kind – implied or otherwise. Rather, this service plan is designed to monitor product performance, inspect the Project Location for factors affecting paint performance, and identify and correct paint failures due solely to poor application. The service plan does not include repairs for damages. The service plan does not cover paint on wood or metal above and beyond the manufacturer's warranty period for those materials. If Owner desires to have Contractor perform the annual quality inspections and corrections included in this service plan, then the Management Company at the direction of the HOA Board of Directors shall notify Contractor no later than thirty (30) days prior to the anniversary date of

# TERMS & CONDITIONS OF PAINTING CONTRACT (CONTINUED)

the final walkthrough, with a grace period of 90 days post the 1-year for this service plan. The Contractor is subject to two additional site visits at year 2 and 3, spaced approximately 1-year apart.. Upon timely notice, Contractor shall schedule such inspections. If Owner fails to timely notify Contractor, then Contractor has no obligation to perform the services set forth in the service plan for said year. Any and all work performed by Contractor under this service plan is limited to 50 hours or 50 gallons, whichever comes first. Any work to be done in addition to the initial 50 hours or 50 gallons shall be paid by the Owner.

**§3.3 WARRANTY EXCLUSIONS.** Exclusions and a maintenance requirement apply. Please see applicable specimen warranty for details.

**§3.4 LIMITED EXPRESS WARRANTY.** Contractor's workmanship is expressly warranted against peeling caused by improper preparation and application of material for a period of two (2) years from the date of the Contract. Defects caused by physical abuse, sprinklers or other water damage, structural/moisture-related problems, and other paint failures due to conditions beyond Contractor's control (such as paint fading) are excluded. Valid warranty claims will be investigated and repaired within a reasonable period of time at no charge, for labor and materials.

**§3.5 NO IMPLIED WARRANTIES.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF WORKMANSHIP AND HABITABILITY ARE HEREBY DISCLAIMED BY CONTRACTOR

**§3.6 WAIVER OF CONSEQUENTIAL DAMAGES.** Owner's remedies shall be limited to those articulated in Article VI. The parties agree that Contractor shall not be liable for any incidental, consequential, punitive or special damages, including without limitation, claims for lost profits sustained by Owner, or any third-party.

## ARTICLE IV MISCELLANEOUS PROJECT ITEMS

**§4.1 LANDSCAPING.** Owner is responsible for moving landscape items away from the Work areas and is also responsible for all trimming or removal of trees and vegetation from or around surfaces to be painted to allow for easy access of workers and equipment. If Contractor is unable to paint anything within the Scope of Work due to the proximity of any nearby and/or interfering vegetation, Contractor will paint around the area to the extent reasonably possible. Contractor will not be responsible to return and paint such areas if/when vegetation is subsequently adjusted at a future date. Contractor will take reasonable steps to protect the landscaping during the painting period. If Owner requests that any landscape be covered by Contractor, Contractor is not liable for any death, browning, or damage of any kind to such landscape.

**§4.2 SPRINKLER/IRRIGATION EQUIPMENT.** It is the Owner's responsibility to turn off equipment and postpone services that may obstruct and/or adversely affect (i.e., moisture, dust, excess heat, or airflow, etc.) any newly painted surfaces.

**§4.3 ROOF.** It will be necessary for Contractor to walk on the roof to perform the Work. Owner acknowledges and agrees that Contractor will not be held liable for any incidental damage to roof tiles of any other part of the roof in the course of the Work.

**§4.4 DUMPSTER AND CONTAINER LOCATION.** Company is not liable or responsible for any permits or moving fees if the municipality in which the Work is being performed requires Contractor to move the dumpsters or containers from the Owner's directed location. Such permits and fees will be Owner's responsibility.

**§4.5 CAULKING.** If not otherwise stated in the Project Proposal, Contractor will not place caulking in cracks and joints, but will use paint alone to treat a crack.

**§4.6 WINDOWS.** Contractor will do its best to cover and protect windows during the project. Contractor will not be responsible for cleaning windows during or after the project as they are bound to get dirty during production. Contractor is not liable for any water intrusion, leaks, or flooding that occurs during pressure washing of buildings due to old, broken, or unsealed windows or doors.

**§4.7 REPAIRS.** Stucco, masonry, and concrete will be visually inspected for laitance and contaminants. Failing or eroding surfaces that are considered pertinent will be treated then sealed prior to patching. Patching compound will be chosen according to the material composition of any damaged surfaces to maintain the integrity of the material blend and to enhance bonding. Cracks in surfaces that are larger than 1/16 of an inch will be treated with appropriate fillers and caulks. Stucco repairs are included up to 1 square foot. Anything larger than 1 square foot will be considered outside the normal repair and may require additional charges.

**§4.8 COLORS.** Accent colors made with Deep "D" or Neutral "N" bases, such as but not limited to: blue, red, green and yellow, may take multiple coats for proper coverage. If a deep or neutral based accent color is selected, additional labor and material charges will apply. If not stated otherwise, this proposal is for repainting the same numbers of colors existing at the time of proposal. If additional accent colors are selected, additional labor and materials will apply. Colors must be approved by Owner prior to start date. Color changes are subject to additional labor and material charges, unless otherwise stated in the Work.

**§4.9 AWNINGS AND SUNSHADES.** Awnings and sunshades are fragile in this climate. Owner should remove all awnings and sunshades prior to commencement of the Work. Should the awnings/sunshades not be timely removed, Owner acknowledges and agrees that Contractor is not liable for any damages to the awnings/ sunshades in the course of the Work.

**§4.10 METAL SURFACES.** Unless otherwise specifically stated in the Work, Contractor does not remove all rust from metal surfaces. Loose scale and failing paint are scraped and wire-brushed, but the existing rust will not be completely removed. Paint and preparation work will not control or stop rust. There are also many crevices and holes in metal railings and stair stringers where water accumulates. Many of these areas are inaccessible for proper preparation and rust-stained water from these areas often stains and discolors the surface of the freshly painted metal. The same applies to metal pans underneath cement decks. If the cement deck is not properly sealed, water will continue to leak onto the pan and rust will continue to form. THERE IS NO WARRANTY FOR RUST ABATEMENT OR BLEEDTHROUGH. Damage to the paint job caused by minerals and other materials are not covered either.

# TERMS & CONDITIONS OF PAINTING CONTRACT (CONTINUED)

**§4.11 CURBS.** If Owner contracts with Contractor to paint curbs, Owner agrees to indemnify and defend Contractor from any and all claims, either known or unknown, regarding damages or injuries incurred as a result painting of the curbs. Owner agrees and acknowledges that the curbs may be slippery after painting and furthermore agrees to place residents on notice of the condition of the curbs.

**§4.12 PROPERTY AND WATER ACCESS.** Owner agrees to provide Contractor, its employees and equipment, access to the property, as and when needed. As it is necessary to wash the buildings that are being painted, Owner will also provide Contractor with access to water on the property. Any water costs will be paid for by Owner.

**§4.13 OWNER'S PROPERTY.** Owner acknowledges and agrees that if any of Owner's property (including, but not limited to, pots, furniture, decorations, etc.) is not moved prior to commencement of Work, either the area surrounding the property will be skipped, or Contractor will move the property, but will not be liable for any damages to said property and is not required to return the property to its prior location. Additional fees may be assessed if Contractor has to move any of Owner's property.

## ARTICLE V CANCELLATION

**§5.1 CANCELLATION.** Owner may cancel this Agreement at any time. In the event Owner cancels this Agreement, Contractor shall retain the Deposit and any Progress Payments. Owner shall reimburse Contractor's actual costs for any and all materials, labor or mobilization costs incurred in relation to this Agreement, merchant fees for deposits made by credit card, as well as reasonable overhead associated therewith.

## ARTICLE VI DISPUTE RESOLUTION

**§6.1 NOTICE AND OPPORTUNITY TO REPAIR.** No less than 120 days before filing any lawsuit arising out of the Work performed under this Agreement, Owner shall notify Contractor, in writing, of any claims. Upon receipt of such notice, Contractor shall be given reasonable access to the interior and exterior of any unit to inspect, including the performance of any destructive and/or water testing reasonably necessary to determine the cause of any such claims. Following its inspection, Contractor, in its sole discretion, shall have the right, but not the duty, to offer repairs or monetary settlement.

**§6.2 MEDIATION.** In the event Owner and Contractor are unable to resolve claims made pursuant to Section 6.1 above, Owner and Contractor agree to participate in private mediation as a prerequisite to Owner's ability to file suit against Contractor. Owner shall provide notice of its desire to pursue mediation, and mediation must be held within 120 days of that notice. Mediator shall issue a written certification in the event the parties are unable to resolve the claims at mediation.

## ARTICLE VII MISCELLANEOUS PROVISIONS

**§7.1 RESIDENTIAL CONSTRUCTION RECOVERY FUND:** Payment may be available from a recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Utah law by a contractor license in that state. To obtain information relating to the Recovery Fund and filing a claim for recovery from the recovery fund, you may contact the Utah Contractors Board.

**§7.2 GOVERNING LAW.** This Agreement shall be governed by the law of the State of Utah.

**§7.3 TAXES AND ASSESSMENTS.** Owner will pay all taxes and assessments associated with the Work performed by Contractor, except Contractor's employment related obligations.

**§7.4 INSURANCE.** Contractor shall carry worker's compensation for the protection of his employees. Contractor shall carry liability insurance to cover any damages to owner's property resulting from Contractor's performance of the Work. Owner shall obtain and pay for insurance against injury to its own employees and person on the job site at Owner's invitation. Owner shall also obtain at its expense "all-risk" insurance with course of construction, theft, vandalism, and malicious mischief endorsements attached, which insurance shall be in a sum at least equal to the Contract price. If obtained, the insurance shall name the Contractor and any subcontractors as additional insured parties. Owner and Contractor waive rights of subrogation, to the extent such is legally possible, against each other to the extent that any loss is covered by valid and collectible insurance. If the project or Work is destroyed or damaged by accident, disaster or calamity, Owner shall pay for Work completed up until the incident.

**§7.5 LIENS.** In the event Contractor is required to file a lien to secure or enforce the payment or any portion of the Work, Owner agrees to pay Contractor, without special demand, all actual attorney's fees and costs in such proceedings, plus 1½% interest each month on balance owed.

**§7.6 PREVAILING PARTIES.** In the event a litigation arises out of or related to this Agreement, the performance of the Work contemplated herein, or Owner's payment or non-payment thereon, the parties agree that the prevailing party shall be entitled to its actual attorneys' fees and costs, including, without limitation, any expert fees.

**§7.7 INTEGRATED AGREEMENT.** This Agreement, along with any exhibits, appendices, addenda, schedules and amendments hereto, comprise the entire Agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

**§7.8 Indemnification.** Contractor shall be responsible for any and all damage to the Association property caused by Contractor, and its employees and agents. Contractor shall be responsible for any damages or losses resulting from its activities on Association property. Contractor shall indemnify, defend, and hold harmless the Association, its officers, directors, members, agents, and employees (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the performance of the Work by Contractor, its employees, agents, or subcontractors, or (ii) any negligent acts, errors, or omissions or willful misconduct of Contractor or its employees, agents, or subcontractors, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties.

# ACCEPTANCE OF PAINTING CONTRACT AND TERMS AND CONDITIONS

## COUNTRYSIDE CONDOMINIUMS

Owner hereby agrees to the terms of the Painting Contract and Terms and Conditions, ("Agreement") and authorizes Contractor to proceed with the performance of the Work and promises timely pay all amounts stated in the Agreement.

**Catherine Mortimer,  
Countryside HOA President**  
OWNER  
(PRINT NAME)

*Catherine Mortimer*  
SIGNATURE

08/26/2025  
DATE

**Betsy Ryan, Welch Randall HOA  
Manager**  
OWNER'S REPRESENTATIVE  
(PRINT NAME)

*Betsy Ryan*  
SIGNATURE

08/26/2025  
DATE

CONTRACTOR'S REPRESENTATIVE  
(PRINT NAME)

SIGNATURE

DATE

Contractor reserves the right to withdraw this offer of agreement if not executed by Owner or Owner's Representative within sixty (60) days of its submission.



METAL, STAIRS, WROUGHT IRON  
REPAIRS AND COATINGS



POOL DECK COATINGS



ELASTOMERIC, ROOFING,  
AND SPECIALTY COATINGS



INTERIOR/EXTERIOR  
PAINTING & STAINING



DECK & CONCRETE REPAIRS &  
COATINGS/WATERPROOFING



WOOD, STUCCO, DRYWALL  
REPAIRS



**UNFORGETTABLE**  
COATINGS