

CONTRACT FOR SERVICES

with Amendment 1.

The Parties to This Contract for Services (This "Contract") Are

BELLAVITA AT GREEN TEE HOMEOWNERS ASSOCIATION, INC.

(The "Association")
(A Texas Non-Profit Corporation)

and

R.S. PAINTING, INC.

(The "Contractor")
(A Texas Corporation/Partnership/Individual)

By this Contract, the Association engages Contractor, and Contractor agrees to perform, the following work (the "Work"), for the payment stated below, in accordance with the General Conditions, attached.

ARTICLE 1
THE WORK

- 1.1.1.1 The Contractor shall perform all of the following Work as required by the Contract Documents: exterior painting as set forth in Exhibit A (Scope of Work) and Exhibit B (Proposal) which are attached hereto and made part hereof. The Association shall determine in its sole discretion which residences are to be maintained.
- 1.2 Change orders shall be in writing and must be agreed to and signed by both parties.
- 1.3 In the event of an outside consultant being used, the consultant shall be agreed to in writing by the parties hereto.

ARTICLE 2
TIME OF COMMENCEMENT

- 2.1 The Work to be performed under this Contract shall be commenced upon request of the Association and shall continue until the work is completed or December 31, 2017 whichever occurs first.

ARTICLE 3
CONTRACT SUM

- 3.1 The Association shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents equal to that shown in Exhibit B (Proposal). Should additional work be requested by the homeowner, such additional work shall be at the expense of the homeowner.
- 3.2 The Contract Sum is determined as follows: As set forth in Exhibit B attached hereto. Such amounts are inclusive of all applicable taxes.

ARTICLE 4
PAYMENTS

- 4.1 Based upon invoices for Payment submitted to the Association by the Contractor, the Association shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows: Contractor shall provide periodic invoices indicating which residences were serviced. Payment of invoices will follow acceptance of the work by the Association.

ARTICLE 5

CONTRACTOR'S DUTIES

9. All financial settlements, billings, and reports rendered by Contractor to Association as provided for in this Contract and/or any amendments to it shall, to the best of Contractor's knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Association. Such data may be relied upon by Association as being complete and accurate in any further recording and reporting made by Association for whatever purpose. Contractor shall notify Association promptly upon discovery of any instance where Contractor has reason to believe such data are no longer accurate and complete.

ARTICLE 10
SUBCONTRACTORS; ASSIGNMENT

10. Contractor shall neither assign this Contract nor subcontract out any part of the work without the prior written consent of Association. In the event a subcontractor is employed with the prior written consent of the Association, Contractor agrees to hold harmless the Association from any and all claims arising from the use of said subcontractor. By submitting its invoices as provided for hereunder Contractor warrants that any such subcontractor has been paid and can make no claim on the Association.

ARTICLE 11
DEFAULT BY CONTRACTOR;
TERMINATION BY ASSOCIATION

11. If, in the opinion of Association, Contractor should fail at any time during the performance hereof to provide the necessary crews, tools, or equipment for the proper performance of the Work; or breach this Contract in whole or in part; or fail to use due diligence in the performance thereof; or not be performing this Contract in the manner herein provided; or be adjudged a bankrupt; or be placed in receivership, then, and in any of such events, Association may, at its election, either immediately terminate this Contract or take over and perform either through its own employees or another contractor all or any part of the Work remaining unperformed. In the event Association takes over the Work, Contractor shall not be entitled to any payment or further payment for Work performed or material, equipment, or supplies furnished prior to such taking over until the Work required under this Contract is completed and accepted by Association, at which time Association's total costs and expenses in completing the Work shall be deducted from the amount which otherwise would have accrued to Contractor and the difference, if any, shall be paid by Association to Contractor. Association's exercise of its rights hereunder shall not constitute a waiver of its rights in law or equity to pursue damages or any other claim it may have against Contractor.

12. TERMINATION. In addition to Association's rights under Paragraph 11 above and 13 below, this Contract may be

terminated in whole or in part at any time without cause by either Association or Contractor by written notice to the other party at least thirty (30) days prior to termination. Upon termination, Association shall pay Contractor compensation earned for the Work actually performed under this Contract to the date of termination. In no event shall Association be liable to Contractor for any damages on account of such termination or for anticipated profits with respect to future work, nor shall Contractor be liable to Association for any damages on account of such termination.

13. BUSINESS STANDARD. Each party, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the other party. The parties shall, with reasonable frequency during the term of this Contract, review such business standards and procedures with each other, including, without limitation, those related to the activities of employees, representatives, and agents in their relations with each other's employees, agents, and representatives, vendors, subcontractors and with other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

14. RECORDS AND AUDIT. Contractor shall keep adequate books and records supporting its charges and its work generally under this Contract, and all such books and records shall be available at reasonable times to Association or its designated representatives during a period ending three (3) years following the date of final payment made under this Contract. Association's representatives shall have the right to reproduce all such books and records. If any audit by Association shall reveal errors or exceptions, Association and Contractor shall meet to review the audit report. If appropriate, Contractor shall adjust the relevant invoice(s) or refund overpayments promptly.

15. INSURANCE. For as long as this Contract shall be in effect, Contractor shall maintain types of insurance with companies satisfactory to Association and at minimum limits as follows:

- (a) Workers' Compensation Insurance to cover full liability under the Texas Workers' Compensation laws and Employer's Liability insurance;
- (b) Contractor's normal and customary comprehensive general liability insurance coverage, with limits of not less than \$1,000,000 for bodily and personal injury, death, or property damage resulting from each occurrence; and
- (c) Comprehensive automobile liability insurance coverage covering all owned, non-owned, and rented automotive equipment used in connection with the Work, with limits of not less than \$300,000 per occurrence for

19. EQUAL OPPORTUNITY. Contractor shall comply with all applicable federal and state laws and regulations with respect to nondiscrimination and equal opportunity in employment.
20. NOTICES AND ADDRESSES. All notices required or permitted to be given under this Contract shall be considered properly given upon delivering the notice in writing to the party to be notified, or mailing the notice by registered or certified mail, return receipt requested, to the party to be notified at such party's address as set forth above, or such other address as the party to be notified may have designated by previous written notice to the other.
21. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the work to be done pursuant to this Contract, and this instrument shall govern over and supersede all other bid letters, proposals, correspondence, discussions, and communications between the parties.
22. GOVERNING LAW. This Contract and the services rendered under it shall be governed by and construed in accordance with the laws of the State of Texas.
23. SEVERABILITY. If any provision of this Contract or of any amendment shall be held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions.
24. TIME OF THE ESSENCE. Time is of the essence in the performance of all obligations in this Contract.
25. GENERAL. In the event there is a conflict between any of the provisions hereof and any proposals, general conditions, specifications, or other Contract in connection with the subject matter of this Contract, whether or not attached hereto, the provisions of this Contract shall be controlling. This Contract shall not be modified or amended in any manner except by written Contract signed by the parties.
26. NON-WAIVER. The failure of Association to insist upon or enforce, in any instance, strict performance by Contractor of any terms of this contract or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment, to any extent, of its rights to assert or rely upon such terms or rights on any future occasion.
27. CHANGE ORDERS. All additional work or change orders outside of the agreed specification and or proposal shall have prior written approval from the Association. Any work done without an executed change order shall be deemed at the contractor's expense.
28. EFFECTIVE DATE. This Contract has been executed on the dates shown by the signatures below, to be effective on the 23rd day of September, 2015, which shall be the date of this Contract for all purposes.

For Contractor
 By Rodolfo Sigala
 Name _____
 Title OWNER
 Date 9-10-15
 Tax/Employee Identification Number _____
 FSR Vendor Number _____

For Association
 By Ronald H. Galt, V.P.
 Name _____
 Title _____
 Date _____
Ruth X. Soutbata
Ruth X. Soutbata
President
9-23-2015

Exhibit B

INVOICE NO. 388919

Invoice

SOLD TO		SHIPPED TO		VIA
R.S Painting Inc		Bella Vita		
ADDRESS		ADDRESS		
1901 Buchanan ST		At Green		
CITY, STATE, ZIP		CITY, STATE, ZIP		
Pasadena tx 77502		Pearland tx 77581		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				8-13-15

the Quote painting Each
home power wash and caulking

1,379⁰⁰

for - 2016

for - 2017

Rodriguez

Amendment 1, dated 4/14/2017 to Contract for Services from : R. S. Painting, Inc. (the contractor) to:
BellaVita at Green Tee Homeowners' Association, Inc.

All provisions (Articles 1 thru 28) of the original contract shall remain the same as the contract dated 9/23/1015 and executed by BV HOA officers on 9/23/2015 for this Amendment 1 to the contract including Exhibit A and Exhibit B except Exhibits A and B shall be modified as outlined below.

Exhibit A—The scope of work shall remain the same and the Schedule shall be revised as follows:

2016.....71 homes to be painted
2017.....39 homes to be painted
2018.....107 homes to be painted.

Exhibit B—The invoice for costing dated 8-13-15, shall remain the same except that the following shall be added:

For --2018 (fee shall be same as 2016 and 2017 per home).

For Contractor:

By Rodolfo Srgala

Title owner

Dated 4-18-17

For BellaVita at Green Tee HOA:

By Ronald H Gerlach Dated 4/14/2017

Ronald H. Gerlach
President BVHOA

By Billy S Potter

Title Secretary