



**Addendum to** (check one) ☐ **Contract**, ☐ **Agreement**, ☐ **Proposal**, (hereinafter, “Agreement”),  
**between** \_\_\_\_\_ (hereinafter, “Business Entity”),  
**whose property is managed by Hara Management, Inc., (hereinafter, “HMI”), and**  
\_\_\_\_\_ (hereinafter, “Contractor”).

The following is an addendum to the Agreement between Business Entity and Contractor. In the event of any conflict between the Agreement and this Addendum, this Addendum shall control. Except for those portions of the Agreement that are modified by this Addendum, the terms and conditions of the Agreement shall continue in full force and effect.

**Oral agreements:** Contractor agrees that there are no oral agreements between Contractor and Business Entity or any of Business Entities agents, to include HMI, the property manager, or the Property Owner. Contractor agrees that no oral agreements, whether made previous, contemporaneous or subsequent to the Agreement and this Addendum are valid. Contractor further agrees that the Agreement and this Addendum are the entire and complete agreement between the parties, and all terms are expressed and fully integrated into the Agreement and this Addendum.

**Scope:** The scope of work and services are outlined in the Agreement. The scope of work and services are limited to those specified in the Agreement. Any changes to the scope of work must be approved in writing by both parties and are still subject to the provisions of this Addendum.

**Performance Period:** The project work will begin on \_\_\_\_\_, and take no longer than exactly \_\_\_\_\_ calendar days to complete. Business Entity agrees to allow a variance of \_\_\_\_\_ calendar days, for reasonable delays outside of Contractor’s control, such as weather, for the start or completion of the project. As such, and as consideration for the Agreement, the project under all circumstances, will be completed on or before \_\_\_\_\_, (hereinafter “Completion Date”). If the project is not complete by Completion Date, Business Entity and HMI, as its agent, reserves the right, at its sole discretion, to either 1) impose a penalty of \_\_\_\_\_ dollars per day, deductible from the invoice amount, for each and every day past the Completion Date it takes to complete project work, or 2) to hire a third party to complete the project work, the cost of which is deductible from the invoice amount, with any deficiency owed to Business Entity by Contractor and payable on demand, or 3) both. In the event of a reasonable delay outside either party’s control, this provision may be amended to reflect additional days for variance if agreed to in writing by both HMI, as agent for Business Entity and Contractor.

**Waiver and release of Lien:** Contractor agrees not to impose any liens on the property as a result of project work. Regardless, Contractor agrees to sign a waiver and release of lien on completion of the project. Contractor agrees that a signed waiver and release of lien is a condition precedent to the issuance of final payment from HMI or Business Entity.

**Termination of this Agreement and Addendum:** For termination from either party to be effective, with or



without cause by either party, written notice must be delivered to the non-terminating party via certified mail and is only effective on receipt.

**Applicable Law:** The applicable law governing the Agreement and this Addendum, its meaning and interpretation shall be in Orange County, Florida.

**Permitting:** Contractor is responsible for procuring the applicable local, State, and Federal permits as required by law. Additionally, Contractor understands and agrees that Contractor and its agents will adhere to all local, State, and Federal laws, codes, and ordinances reasonably related to the performance of the Agreement during Contractor's performance under the Agreement and this Addendum.

**Subcontracting:** Contractor may not assign or transfer any rights or obligations under the Agreement or this Addendum to a third party, or in anyway utilize a subcontractor unless Business Entity consents in a writing signed and approved by both Business Entity and HMI. Under all circumstances, if subcontracting is consented to by either party and utilized, the subcontractor must provide HMI a Certificate of Insurance for the subcontractor as well as a list of all of the subcontractor's employees who will work on-site.

**Insurance:** Contractor agrees to carry adequate insurance listing Hara Management, Inc and Business Entity as "additional insured" parties. Depending on the size and scope of the project, higher limits of coverage or a broader scope of coverage may be required along with a wrap policy (to include General Liability, Premises and Auto Liability, Workers Comp and Construction Defects) to ensure adequate coverage. A performance bond may also be required. In all circumstances, following defines the **minimum** coverage carried by Contractor to be considered "adequate" under the Agreement and this Addendum:

- General Liability \$1,000,000/\$2,000,000 aggregate
- Automotive - \$1,000,000
- Workman's Compensation - \$ 500,000 **NOTE with a waiver of subrogation:**
  - No worker's compensation exemption is allowed without expressed written approval from the Business Entity and a waiver signed by the Contractor.
- Additional insured on the Certificate of Insurance will be listed as:
  - Hara Management, Inc and the Business Entity. A sample certificate of insurance will be provided by Hara Management, Inc. (see attached)
- 30-day notice – The Contractor's insurance carrier must provide notice of cancellation or modification of the Contractor's insurance coverage to HMI, thirty (30) days prior to any change in coverage. Renewal insurance certificates must be provided to HMI prior to each renewal date in order to be considered timely.

Based on the size and scope of the project, the Liability coverage required is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A performance bond in the amount of \_\_\_\_\_ (check one) \_\_\_\_\_ is \_\_\_\_\_ is not required.



**Failure to Prove Insurance:** Contractor agrees that in the event Contractor or any of its subcontractors authorized under the Agreement or this Addendum become uninsured or fails to provide HMI timely proof of insurance, HMI reserves the right at its sole discretion, to either to 1) require Contractor to suspend work until proof of insurance is provided, or 2) withhold any payments, to include payments for materials, until proof of insurance is provided, or 3) both. Contractor agrees that any suspension of work required by HMI or Business Entity under this provision does not exempt Contractor from its duty to complete project work by Completion Date.

**Site Safety:** Contractor is solely responsible for site safety and knowledge including but not limited to managing traffic, pedestrian control around work site, to include third party interference with work site, providing construction barriers, adequate signage warning of work site dangers, and complying with applicable local, State and Federal safety codes and regulations.

**Supervision:** Contractor assures that Contractor will supervise all work, worksite employees, and site safety requirements. The name of Contractor's Supervisor for this project is: \_\_\_\_\_. In the event of any issues, changes, questions or requests, Contractor agrees to contact \_\_\_\_\_, HMI's representative, and point of contact for this project.

**Hold Harmless:** To the fullest extent permitted by law, Contractor agrees to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the Business Entity, its elected and appointed officials, employees, agents, volunteers and others working on behalf of the Business Entity against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Business Entity, its elected and appointed officials, employees, agents, volunteers or others working on behalf of the Business Entity by reason of any personal injury, including bodily injury, death, or any property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the Agreement or this Addendum.

**Waiver of Subrogation:** Contractor agrees to and hereby releases Business Entity, its elected and appointed officials, employees, agents, volunteers, and others working on behalf of the Business Entity, from any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss, damage or casualty, even if such loss, damage or other casualty shall have been caused by the fault or negligence of Business Entity, its elected or appointed officials, employees, agents, volunteers, or others working on behalf of Business Entity. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of Contractor's work. Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Business Entity to recover thereunder. Contractor agrees that its insurance policies will include such a clause or endorsement.



**Defective work and warranty:** Contractor agrees to correct any defect in their product or work and warranty their product and work against defect for a period of \_\_\_\_\_ year(s).

\_\_\_\_\_  
Business Entity Name (HOA/COA/Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized officer of Business Entity (Print name)

\_\_\_\_\_  
Authorized Officer (Signature)

\_\_\_\_\_  
Contractor (Company Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized officer (Print name)

\_\_\_\_\_  
Authorized Officer (Signature)