

**ADDENDUM TO CONTRACT (THE “CONTRACT”) BETWEEN MY
CONDOMINIUM ASSOCIATION, INC. (“Association”) AND THE
UNDERSIGNED (“Contractor”)**

1. Addendum: This Addendum is attached to and made a part of the Contract. Any conflict between the terms of this Addendum and the Contract shall be controlled by this Addendum.

2. Disclaimers and Warranty: Notwithstanding any limitations or disclaimers contained in Contractor’s Contract, the Contractor agrees to remain liable for any loss or damage to the Association caused by the Contractor, its employees and agent’s negligence, and further, all work performed by vendor shall be guaranteed and warranted to perform properly for a period not less than one (1) year after the work is performed.

3. Billing: The Association shall receive a two (2%) percent discount for each billing paid within five (5) days of invoice.

4. Default: The Association shall have the right to terminate this Contract upon written notice for any of the following occurrences: (i) the breach of any contract, obligation, covenant, representation, or warranty of Contractor, (ii) misconduct, malfeasance, or misfeasance by Contractor in connection with the performance of Contractor’s duties, (iii) willful or knowing refusal by Contractor to perform its duties under this Contract, or (iv) failure to supply the Association , upon demand, of proof of insurance. Furthermore, the Association shall have the right, upon thirty (30) days written notice, to terminate this Contract without cause. The provisions of this Section shall survive the termination of this Contract.

5. Insurance: Contractor hereby notifies Association that it has liability insurance coverage with _____ under policy number: _____ and with coverage limits of _____ and Workmen’s Compensation Insurance with _____.

At the Association’s request, Contractor shall obtain a certificate from the Contractor’s insurance carrier naming the Association as an additional insured or a certificate showing the Association as a Certificate Holder.

6. Attorneys’ Fees : Should either party bring suit to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover court costs and reasonable attorneys’ fees at trial, bankruptcy and all appellate court levels.

7. Assignment: Contractor may not assign or subcontract any rights or delegate any obligations under this Contract without the written consent of the Association.

8. Counterparts: This Addendum may be executed in any number of in the same or separate counterparts by each separate party each of which shall be deemed to be an original instrument.

9. Facsimile: A facsimile or electronic pdf copy of this Contract and any signatures thereon, shall be considered, for all purposes, as originals.

Except as expressly amended the Contract is in full force and effect.

Association:	Contractor:
My Condominium Association, Inc.	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____, 2021	Date: _____, 2021