

Carillon Beach Association  
115 Carillon Market St, Suite 212  
Panama City Beach, Florida 32413

**CARILLON BEACH EXTERIOR PAINTING AGREEMENT**

**In reference to the Following Project:**

**Block: \_\_\_ Lot: \_\_\_**  
**Address: \_\_\_\_\_**

Pursuant to the Carillon Beach Design Code, the undersigned Paint Contractor agrees to and understands the following conditions within Carillon Beach:

1. I, \_\_\_\_\_, of \_\_\_\_\_ have reviewed and understand the Carillon Beach Design Code and agree to adhere to all guidelines put forth by Carillon Beach Association and the Design Review team. I understand that any changes to the approved painting project must be approved by the Design Review team prior to implementation. I further understand that the Carillon Beach Association (Association) has adopted the Carillon Beach Design Code as the Construction Code of Carillon Beach and will be enforcing the same.
2. I understand and agree that **I am responsible for any and all damage to the sidewalks, curbs, and streets during the project, at and near the jobsite.**  
\_\_\_\_ Initials
3. I also understand **it is my responsibility to protect the gravel area on the construction site between the street and the sidewalks** to allow maximum storm water runoff. I will remove any debris and/or replace any gravel that has formed during the project to meet the approval for the Design Review.
4. I am responsible for always maintaining a clean jobsite site. I agree to dispose of all waste materials off site and to keep same from collecting on the premises. Cleanup of jobsite will happen daily. Upon job completion, all remaining equipment related to job will be immediately removed. Dumping and Burning is not allowed in Carillon Beach. **If I fail to maintain a clean construction site as stated herein, the Association will have the right to shut down the job and without notice levy fines necessary to return site to its original state.** \_\_\_\_ Initials
5. **I understand that spray painting is not allowed on the exterior of the house or outside of the structure. \_\_\_\_\_ Initials \*Anyone found spray painting will be fined \$2,500 and the jobsite will be shut down.**

6. I am responsible for the behavior and actions of all workers and subcontractors who do work on my project while they are in Carillon Beach. I understand that abusive language, cat calls and cussing will NOT be tolerated. **All radios are banned from use at construction sites and within the Carillon Beach property. Contractors and sub-contractors are not allowed to bring dogs or other pets in Carillon Beach.** \_\_\_Initials
7. I understand that it is the intent of the Design Review Board, and the Association to maintain and preserve as much of the natural vegetation as possible. I will not clear or damage the vegetation with scaffolding or equipment.
8. I understand that all work-related activity and all personnel shall not begin work earlier than **7 a.m. and must end work by 6:00 p.m. Monday through Saturday.** There shall be no construction activity on Sunday or on any principal holidays without the express permission of the Association.
9. All vehicles and workers must abide by the access and parking regulations set forth by the association. All roadways and walkways must be kept open for passage of through traffic. Parking WILL BE restricted to the jobsite itself or in front of a vacant lot ONLY. **The driveways of other residences cannot be used or blocked at any time.** I understand and agree the following fine system is in place with regard to speeding and parking:
- 1<sup>st</sup> violation; Verbal warning
  - 2<sup>nd</sup> violation: \$100 fine (and notice to homeowner)
  - 3<sup>rd</sup> violation \$300 fine and vehicle banned from Carillon Beach.
10. I am responsible for containing work activity on the job site, taking care that it does not encroach on any adjacent property. **I will provide temporary sanitary facilities for each job site (if applicable).** (workers are **not allowed** to use pool bathrooms)  
\_\_\_Initials
13. I will always carry and keep in force the following minimum insurance coverage, and at the signing of the Agreement, have **provided evidence of such coverage to the Association:**
- (a) Workmen's compensation
  - (b) Bodily injury and property damage occurrence with a minimum limit of \$1,000,000 with a general aggregate of at least \$2,000,000.
14. I understand that any construction being executed in a poor and unworkmanlike manner, or in violation of, or inconsistent with the plans previously approved by Design Review Board will be considered non-compliant by the Association until the work has been corrected to the satisfaction of the Association.

15. I understand and agree to the following fine system that is in place to remedy any failure on my part to abide by the above conditions.

- 1<sup>st</sup> violation: Verbal warning
- 2<sup>nd</sup> violation: \$100 Fine and Notice to Homeowner
- 3<sup>rd</sup> violation: \$500 Fine and Revocation of work privileges on premises.

16. I understand and agree that failure to abide by any of the above rules, or failure to require compliance by my employees or subcontractors, **or the lapse of any of the insurance requirements will, at the Association's discretion, result in suspension of my building privileges within Carillon Beach.** \_\_\_\_\_Initials

18. I further agree to contact the Homeowner, Association, and the Design Review Board upon completion of construction.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CONTRACTOR- PHONE NUMBER:** \_\_\_\_\_

**PAINTING CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**HOMEOWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CARILLON BEACH ASSOCIATION (HOA):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Carillon Beach Association requires the following Fees/Deposit for all approved paint jobs.

- **Design Review Paint Fee - \$300 if changing colors**
- **Association Admin Fee - \$200**
- **Association Impact Fee - \$0**
- **Refundable Damage Deposit - \$2,500**

**\*Association will invoice Owner directly for all fees/deposits.**

Once the home is completed, this deposit is refundable within 10 business days of a written request being submitted to Design Review by the builder. Confirmation that all clean-up is completed, sidewalks, gravel, streets have been left in satisfactory condition will be done by the Association prior to releasing the refund.