

GMCI

Gaere MacDonald Construction, Inc.
23 Water Street, St. Augustine, Fl. 32084
(904)-814-7799
Licensed / Insured
State License # CGC1504717

Presented To: Allyn Dennis & Jena Dennis, as Managing Members of 301 N Main Street LLC

Located at: 105 S Ponce de Leon Blvd, St. Augustine, Fl. 32084

Phone #: Cell (904) 806 - 4274.

Location of job: 301 N Main St, Hastings, Fl. 32145

Job/ General Description of Work; modification of the circa 1928 historic Ford dealership into an events venue.

Legal description: 2-68 KILLINGSWORTH SUB HASTINGS LOTS 1 2 3 & 4 BLK C INCL ALLEY WAY BETWEEN LTS 1 2 & 3 & 4 & LOT 12 (EX N69FT) BLK 1 OF MC CLUNG'S ADDN HASTINGS MB1-109 OR5241/965

Property ID/Strap #044590-0000.

This Cost-Plus Contract (hereinafter, “**Agreement**”) is made and entered into on this 7th day of March 2023, by and between Allyn Dennis & Jena Dennis (hereinafter, “**Owner**”) and Gaere MacDonald Construction, Inc. (hereafter, “**GMCI**”), also referred to herein as Contractor or Builder. Upon mutual acceptance hereof, this Agreement shall become operative and supersede any prior agreements and/or arrangements between the parties hereto, whether written or verbal.

RECITALS

WHEREAS Owner has retained Conner Dowling, Architect, to draft certain architectural plans and drawings depicting the new layout of the building site and the modifications to the commercial structure contemplated by this Agreement. A true and accurate copy of such plans and drawings are attached hereto as Exhibit “A” and incorporated herein by this reference.

WHEREAS GMCI has determined the pertinent specifications and cost estimates, based upon such plans and drawings, as necessary to modify the residential structure and to perform the work as set forth herein (the “**Project**”). A true and accurate copy of such specifications and cost estimates are attached hereto as “the schedule of values” Exhibit “B” and incorporated herein by this reference.

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WHEREAS Owner is desirous of engaging Contractor to perform the work as itemized and set forth in this Agreement in accordance with such plans, drawings, specifications and cost estimates, and to timely complete the Project contemplated by the parties, as set forth herein; and

WHEREAS Contractor desires to perform such work in accordance with such plans, drawings, specifications and cost estimates, and to timely complete the Project contemplated by the parties in a workmanlike and commercially reasonable fashion, all upon the terms and conditions hereof.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits to be derived hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the work as depicted in the specifications and cost estimates set forth on Exhibit B, all in accordance with the plans, drawings and engineering as set forth on Exhibit A.
2. The parties understand and acknowledge that this Agreement is considered a "Cost-Plus Contract", with an estimated total cost amount of \$----.00 US Dollars, plus Contractor's Service Fee of 20% on the amount expended, as pre-approved by Owner, for labor and materials incorporated into the Project.
3. The Owner agrees to pay the Contractor for the full and timely performance of the work as set forth herein, subject to adjustments for changes in the work as may be mutually agreed upon by the Owner and the Contractor in writing prior to any such change order taking effect.
4. The Owner agrees to pay the Contractor in periodic progress payments for all work completed up to the point Contractor requests payment to be made. Owner agrees to pay an initial deposit of \$~~10,000~~^{10,000}.00 at signing of contract. Further operational funding in the amount of \$~~800,000~~^{800,000} will be due once construction permits have been issued and Contractor is prepared to commence the work. Following the initial deposit, progress payments shall be made pursuant to a declining balance ledger, based on the budget and/or work that has been completed as of such point, to Owner's good faith satisfaction. The 20% Builder's Fee shall be included with each progress payment.
5. The final progress payment, including any unpaid extras, shall be due upon job completion to Owner's good faith satisfaction and issuance of a certificate of occupancy.

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6. All checks shall be made payable to Gaere MacDonald Construction, Inc. If for any reason this is not possible "George (Jeff) Rhoden" of Rhoden design and build is authorized to receive such.
7. All progress payments are due as set forth herein. In the event Owner fails to make a progress payment as agreed, GMCI shall be entitled to stop work and work shall cease until such progress payment has been made and the parties mutually agree to resume the Project.
8. Prior to commencement, and throughout the pendency of the Project as necessary, the parties shall carefully review and ascertain that the plans, drawings, specifications and engineering, as set forth on Exhibits A & B respectively, are accurate and workable in the field. In the event such proves not the case, the discovering party will bring such deficiency to the other party's attention. The parties shall then mutually instruct architect to correct any actual inaccuracies, errors and/or flaws with the plans, designs and/or engineering, prior to undertaking any work. In the event such an issue comes to light with respect to the plans, drawings and/or engineering after work has commenced on the Project, the parties shall take all steps, reasonable and necessary, to resolve the subject issue on mutually acceptable terms prior to resuming work on the Project.
9. The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with the plans, drawings, specifications and cost estimates hereof.
10. Defects in materials or workmanship caused by normal/standard wear & tear or defective conditions caused by the Owner, Owner's guests or unforeseen Acts of God, are not warranted by Contractor hereunder. Defects caused by the Owner's failure to properly maintain the structure built by Contractor hereunder shall not be the responsibility of GMCI. Materials supplied by subcontractors are included as Builder-supplied materials and are the responsibility of the Builder. Any items not in these specifications and/or purchased and brought to the job by others or Owner, shall be Owner's responsibility. The Owner shall look to manufacturers for warranties on such items.

General Info:

Note : No contractors/sub-contractors, workmen or employees of any company, supplier, materialman, architect, draftsman, engineer, building official, Owner, employee of Owner, etc.,

other than Gaere MacDonald and or George (Jeff Rhoden), shall have any authority to make or perform any work or changes/change orders, extras, add-on's, etc., to the contract, plans or to the scope of work, job/structure, or to the work schedule or the draw schedule without first notifying and getting prior approval and/or authorization from the president/manager of GMCI, Gaere MacDonald.


Note: All estimates, including all supplies and materials which shall be needed for construction, taxes and fees, as well as the labor for construction, as applicable, are presented herein for a working budget only. The actual cost of construction shall be determined and mutually agreed upon by the parties prior to commencement of any phase of the Project.

Attachments to this contract: There are separate attachments/pages to this contract, including a schedule of value spread sheet, which is a working document. The estimate work sheet shall show the estimated cost and will be applied against the budget to help keep track of the financial flow of the Project. Mutually agreed upon addenda shall be attached thereto as necessary to track all expenditures made toward completion of the Project. Contractor shall provide Owner with receipts for all work and lumber/materials supplied to the Project as part of tracking the working budget spread sheet.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as their free and voluntary act and deed, effective upon the date first indicated above.

CONTRACTOR:

GMCI / Gaere MacDonald Construction, Inc.
Authorized signature:

By: 

Ian Gaere MacDonald, President of GMCI

OWNERS:

Allyn Dennis & Jena Dennis, as Managing Members of 301 N Main Street LLC

By: _____

Allyn Dennis, Managing Member

By: _____

Jena Dennis, Managing Member

CONSTRUCTION LIEN LAW RIDER TO AGREEMENT

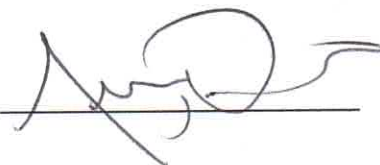
ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

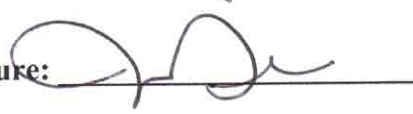
GMCI / Gaere MacDonald Construction, Inc. (State Lic. # CGC1504717)

Authorized signature:  **Date:** 10/3/23

REVIEWED AND ACKNOWLEDGED:

OWNERS: Allyn Dennis & Jena Dennis, as Managing Members of 301 N Main St LLC

Authorized signature:  **Date:** 10/3/23

Authorized signature:  **Date:** 10/3/23

CONSTRUCTION RECOVERY FUND RIDER TO AGREEMENT

**Duty Of Contractor
To Notify Residential Property
Owner Of Recovery Fund**

489.1425

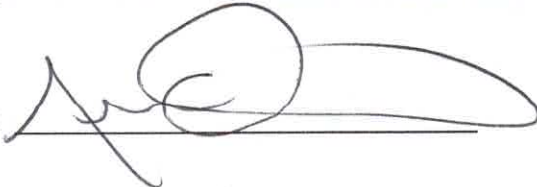
(1) Any Agreement or contract for repair, restoration, improvement, or construction to residential real property must contain a written statement explaining the consumer's rights under the recovery fund, except where the value of all labor and materials does not exceed \$2,500. The written statement must be substantially in the following form:

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Florida Construction Industry Licensing Board
1940 North Monroe St.
Tallahassee, FL 32399-1039
Phone: 850-487-1395

Allyn Dennis & Jena Dennis, as Managing Members of 301 N Main St LLC

By: 

Date: 10/3/23

By: 

Date: 10/3/23

