



August 19th, 2016

Raul Anaya
Point Harbor Ln
Apollo Beach
FL 33572

Dear Raul:

Thank you for giving us the opportunity to present our proposal for the interior development and merchandising of Mirabay Club Office. We are excited about the opportunity to work with you and your team. With that in mind, we are pleased to submit the following pricing:

Interior Architectural Development and Specifications	\$ 15,000.00
Clubhouse Interior Furnishings and	\$ 104,184.19

- * Sales tax will also be charged.
- * Above pricing includes travel, freight, delivery and installation.

I. SCOPE OF SERVICES

Kay Green Design, Inc. (DESIGNER) agrees to perform the following services for ***Mirabay, LLC.*** ***Communities*** (CLIENT) at The MiraBay Club.

A. DESIGN CONCEPTION AND PLANNING SERVICES

DESIGNER will provide the following services at no charge to the CLIENT:

1. Determine CLIENT'S design requirements and preferences through phone calls, emails, electronic documents and one in-person meeting if necessary.
 - a. CLIENT must supply DESIGNER with AutoCAD file of the plan. If file is not provided a fee of \$500 plus mileage will be charged for field measurements.
2. Make initial suggested framing layout changes if necessary.
3. Create a baseline floorplan layout to determine type and quantity of furnishings needed for the designated spaces.
4. Provide a total estimated cost that includes all interior design services, drawings, furnishings and installation.
5. Create a digital and development board presentation that includes:
 - a. AutoCAD layout showing functional and aesthetically appropriate floorplan for the designated spaces.
 - b. Images showing the overall suggested interior design style.
 - c. Materials demonstrating color palette and fabric choices.

- d. Photos indicating ideas for furnishing, artwork, finishes, lighting, and any other requested materials.
- e. Illustrated concepts for suggested built-ins or decorative wall and/or ceiling details.

B. DESIGN DEVELOPMENT AND INTERIOR DRAWINGS PACKAGE

Based on the approved design by the CLIENT in the Design Conception and Planning Services phase, the DESIGNER shall prepare and perform the following selections, drawings and field implementation services:

1. INTERIOR FINISH SELECTIONS:

DESIGNER will assist the CLIENT in selecting materials and finishes that complement the overall design. All specifications can be selected through CLIENT approved vendors, or if no vendors are specified DESIGNER may utilize any vendor at their discretion. All interior specifications are to concur with budgets specified by CLIENT. If no budget is provided, DESIGNER may make selections based on their discretion.

Once selections are agreed upon, DESIGNER will provide reselections for materials that become unavailable due to stocking or lead time issues. Reselections for any other reason, if requested by CLIENT, will be billed at an hourly rate of \$125.00 for time spent sourcing the reselect.

Interior Finish Selections are to include the following:

- A. Interior paint colors.
- A. Flooring including Wood, Tile, Carpet, VCT, etc.
- A. Cabinet finishes and style selections, if necessary.
- A. Countertops, including Granite, Solid Surface, Laminate, etc., if necessary.
- A. Appliance colors, if necessary.
- A. Decorative Light fixtures, if necessary.
- A. Plumbing fixtures, if necessary.
- A. Door hardware, if necessary.

Exhibit A, attached contains detailed list of scope of work to be performed by DESIGNER

C. INTERIOR DESIGN SPECIFICATIONS AND DRAWINGS

DESIGNER will provide the following interior design drawings for CLIENT's approval to be incorporated into the permitted set of architectural drawings. These drawings are intended as a supplement, not a replacement, to the CLIENT's construction documents. ID Drawings to include:

1. Key plan.
2. Furniture plan.
3. Flooring finish plan and detail schedule.
4. Paint schedule and Wall finish plan.
5. RCP and Electrical plan.
6. Ceiling detail plan, if necessary.
7. Elevations and details showing construction and materials.
8. Finish schedule showing all selected finish materials.
9. Decorative lighting schedule showing type, size and outlet locations.

10. Plumbing schedule.
11. Moulding profile.

DESIGNER will provide one set of interior design drawings within 45 days of signed contract and receipt of specifications package payment. After that initial set, the DESIGNER will provide one (1) revision to each specification or drawing at no additional charge. Any further revisions or reselections requested by the CLIENT will be charged at an hourly rate of \$125.00 and require payment before revisions are provided.

D. FIELD IMPLEMENTATION SERVICES

CLIENT agrees that the following meetings are sufficient to implement the design process. Meetings can take place within a 50-mile radius of location site. Any additional meetings considered outside the scope of work are to be approved by CLIENT and billed at an hourly rate of \$125.00. Any meeting held outside the determined radius will be billed at the hourly rate plus travel expenses. Field implementation meetings to include:

1. FRAMING/ELECTRICAL WALK THROUGH - DESIGNER to walk facility one (1) time with client to determine if structural and/or electrical work is progressing according to plan, and if any changes would enhance the aesthetics or functionality of the building.
2. DRYWALL/TRIM WALK THROUGH - DESIGNER to walk facility one (1) time with client to review interiors and verify the building is built per plan, and if any changes would enhance the aesthetics or functionality of building.
3. PROGRESS MEETINGS – DESIGNER may attend up to 10 meetings with CLIENT, Project Manager or Contractor to review current status of project. These meetings are a courtesy to the CLIENT, as constant observation of the construction process is not part of the DESIGNER's responsibilities or duties. DESIGNER is not responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by third parties.

E. FURNISHING PROCUREMENT AND DESIGN INSTALLATION

DESIGNER will specify, purchase, receive, store, deliver and install agreed upon goods in the contracted areas.

1. Receipt of furnishings, installation of materials and procurement of labor are subject to the Designer's ability to obtain same and are contingent on causes beyond the Designer's control. Procurement of the following materials requires **sixteen weeks** following execution of contract and receipt of first two contract payments:
 - a. Furniture
 - b. Area rugs
 - c. Artwork
 - d. Accessories
 - e. Silk florals and artificial greenery
 - f. Non-functional window treatments
 - g. Outdoor furniture under covered patio
2. CLIENT understands that the furnishings are specially designed, built or ordered for this project and that DESIGNER takes immediate steps upon execution of this agreement to procure said items, therefore, this agreement is not subject to cancellation. For items changed by the CLIENT after approval by the CLIENT, the DESIGNER will attempt to stop the order. CLIENT will be responsible for all costs, including time of the Designer's staff, restocking charges, freight or other costs of the change.

3. Upon delivery of the materials to the job site, the risk of loss or damage passes immediately to the CLIENT and the DESIGNER assumes no responsibility for same. However, title to the material will pass to the CLIENT only after the final payment has been made.
4. DESIGNER will coordinate the final installation in accordance with an estimated time schedule, the deadline of which will be established by CLIENT, but no less than **sixteen (16) weeks** following execution of contract and receipt of required payment(s). CLIENT will provide DESIGNER a 15-day window for installation, understanding DESIGNER performs installation only on weekdays. If any items are unavailable for installation, DESIGNER shall provide suitable replacements at DESIGNER'S discretion
5. An additional delivery charge will be charged to the CLIENT in the event the project is not ready for complete installation. If buildings are incomplete, workers are present or the final cleaning has not been performed when installation trucks arrive, DESIGNER reserves the right to leave and re-schedule installation. CLIENT will be billed a minimum of \$3,000.00 for additional expenses incurred by DESIGNER for labor and truck rental charges.

We at Kay Green Design, Inc. are excited about the opportunity to work with you on another great property. We feel that our firm will be a great addition to your team.

Please call me if you have any questions.

Sincerely,

Melissa Klinger

Melissa Klinger
Director of Business Development

MIRABAY CLUBHOUSE
Anticipated Inventory 8-18-2016

ROOM AND ITEM	Quantity
<u>FIRST FLOOR - GRAND FOYER</u>	
BUFFET	1
ACCESSORY ALLOWANCE	1
ARTWORK ALLOWANCE	1
<u>FIRST FLOOR - AQUA LOUNGE</u>	
GUEST CHAIRS	2
CLUB CHAIRS	8
END TABLE	1
COCKTAIL TABLES	2
BUFFET	1
BAR DINING TABLES	2
BARSTOOLS	8
AREA RUGS	2
ACCESSORY ALLOWANCE	1
ARTWORK ALLOWANCE	1
WINDOOW TREATMENTS	3
<u>FIRST FLOOR - BAR</u>	
BARSTOOLS	3
WINDOOW TREATMENTS	1
<u>SECOND FLOOR - FOYER</u>	
GUEST CHAIR	1
END TABLE	1
BENCH	2
ACCESSORY ALLOWANCE	1
ARTWORK ALLOWANCE	1
<u>SECOND FLOOR - THE LAGOON ROOM</u>	
ROUND FOLDING TABLE	6
SQUARE FOLDING TABLES	5
STACKABLE DINING ARMCHAIRS	68
ARTWORK ALLOWANCE	1
WINDOOW TREATMENTS	7
<u>SECOND FLOOR - BAR</u>	
BARSTOOLS	5

Scope of Work by Location:

- Throughout First & Second Floor of Mirabay Club
 - o Selection of Paint Colors, Main and Accent Colors Where Needed
 - o Paint & Finish Worksheets to be Provided to Client & Painters

- Entrance Hall/Foyer
 - o Complete Entrance Hall Design for an Updated Timeless Look
 - o Selections of Stain or Paint for all Wood Trim
 - o Paint Selections for Walls & Ceilings including Ceiling Accent Tiles
 - o Selections & Recommendations of Flooring

Selections & Recommendations of Furniture

- o Furniture Placement Recommendations with Space Planning
 - o Selections & Recommendations of Lighting
 - o Selections & Recommendations of Artwork, Wall Décor, and Accessories
 - o Complete Project Management
-
- First Floor Clubhouse Admirals Lounge
 - o Complete Interior Design for a Casual/Elegant Multipurpose Room
 - o Complete Design for Bar Area including Wood Cabinets, Countertops, & Barstools
 - o Paint Selections for Walls & Ceilings including Ceiling Accent Tiles
 - o Selections of Stain or Paint for all Wood Trim
 - o Selections & Recommendations of Flooring
 - o Selections & Recommendations of Furniture and Seating Areas
 - o Complete Updated Electrical Plan for Entertainment Devices (tv, etc)
 - o Furniture Placement Recommendations with Space Plan
 - o Selections & Recommendations of Lighting
 - o Selections & Recommendations of Area Rugs
 - o Selections & Recommendations of Artwork, Wall Décor, and Accessories
 - o Selection of Fabrics, Trimmings, and Hardware for Custom Window Treatments
 - o Complete Project Management

 - Second Floor Formal Entertainment & Meeting Room
 - o Recommendation for Replacement of existing Stairwell Carpeting
 - o Selections and Recommendations for Handrail Stain
 - o Complete Design for Landing Area including Seating & Lighting
 - o Complete Interior Design for an Elegant Entertainment Room
 - o Complete Design for Bar Area including Wood Cabinets, & Countertops

- o Paint Selections for Walls & Ceilings
- o Selections of Stain or Paint for all Wood Trim
- o Selections & Recommendations of Furniture and Seating Areas
- o Furniture Placement Recommendations with Space Plan
- o Complete Updated Electrical Plan for Entertainment Devices (tv, etc)
- o Selections & Recommendations of Lighting
- o Selections & Recommendations of Artwork, Wall Décor, and Accessories
- o Selection of Fabrics, Trimmings, and Hardware for Custom Window Treatments
- o Complete Project Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roe Insurance Inc. 9851 State Road 54 New Port Richey FL 34655		CONTACT NAME: Tereasa Miller PHONE (A/C. No. Ext): (727) 376-0030 E-MAIL ADDRESS: Appointment FAX (A/C. No): (727) 376-2262	
INSURED Kay Green Design Inc & Kay Green Design LLC 668 Cherry St Ste A Winter Park FL 32789-4690		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co. NAIC # 10190 INSURER B: Hartford Accident and Indemnity Co 22357 INSURER C: Torus Specialty Insurance INSURER D: Bridgefield Employers Ins. INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2016-2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20541308	12/14/2015	12/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Premises/Operations \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			21UECHZ6282	8/11/2016	8/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			87322H152ALI	12/14/2015	12/14/2016	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	083027483	4/17/2016	4/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation applies to Florida operations only

CERTIFICATE HOLDER

Harbor Bay CDD
 107 Manns Harbor Drive
 Apollo Beach, FL 33572

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melanie Hill/AHD

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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
ID0003088

The INTERIOR DESIGNER
Named below IS LICENSED
Under the provisions of Chapter 481 F.S.
Expiration date: FEB 28, 2017

GREEN, KAY
668 CHERRY STREET SUITE A
WINTER PARK FL 32789



ISSUED: 11/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411200001579

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
IBC000336

The INTERIOR DESIGN CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 F.S.
Expiration date: FEB 28, 2017

KAY GREEN DESIGN, INC
668 CHERRY STREET
SUITE A
WINTER PARK FL 32789



ISSUED: 11/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411200001639