

**5079 N DIXIE HIGHWAY SUITE 347
OAKLAND PARK, FLORIDA 33334
954-579-0066**

COUNTERSIGNED: BY: _____
Authorized Signature

MUSIC SERVICE AGREEMENT



HOSPITALITY MULTI-MEDIA LLC.

5079 N DIXIE HIGHWAY SUITE 347
OAKLAND PARK, FLORIDA 33334
954-579-0066

THIS AGREEMENT entered into in Oakland Park, Florida, this 2 day of 04/2020, between Hospitality Multi-Media LLC, a Florida Corporation, hereafter referred to as ("Supplier") and the undersigned subscriber ("Subscriber"):

Subscriber's Legal Name: Lotus Pro shop d/b/a (if different) Lotus Home Owner's Association

a Florida ☒ Corporation ☐ Partnership ☐ Limited Partnership ☐ Sole Proprietorship ☐ LLC ☐ Other

Location 8190 Paradise Bay Ave. Boca Raton, FL. 33496 Phone: (561) 585-8800

Billing Address (if different):

Contact/Title: Kara Babcock Phone: (561) 585-8800 Email: Kara.Babcock@glhomes.com

In consideration of the mutual promises hereto and other good and valuable consideration the receipt of which is hereby acknowledged, it is agreed as follows:

1. The Subscriber hereby purchases from Supplier its planned subscription music and/or other subscription programs (hereafter "Service") for a period of five continuous years from the date of this Agreement or _____, whichever is later. This Agreement shall extend and renew for further like periods under the same terms and conditions without further notice unless either party gives written notice by certified mail, return receipt requested, postage prepaid, of its intention to terminate not less than ninety (90) days before the end of the then current Agreement period. In such event, the termination shall become effective at the end of the then current agreement period.
2. If not currently installed, Supplier shall install at Subscriber's Location above its: MC500 music server
 - a. Supplier's Source Equipment: installed for _____
 - b. Programs: TBA in _____
 - c. Areas: Pro Shop through _____
 - d. Leased Equipment: na
 - e. Subscriber's Purchased Equipment: na

Subscriber agrees to pay to Supplier a Service Connection Fee of \$n/c and \$ _____ for the installation of Supplier's equipment not currently installed and on a time and material bases for any and all subsequent charges or additions for equipment or wiring. Subscriber to pay all applicable sales tax. Subscriber to obtain any necessary landlord or government approvals or permits for installation of receiving antenna, if required.

It is understood all equipment provided by Supplier, including but not limited to speakers, speaker covers, video equipment, wire, antennas, receivers, tuners, amplifiers, volume controls, recorded media, microphones and Service Source Equipment is merely loaned to the Subscriber (hereafter "Loaned Equipment"). Ownership and title shall remain at all times in Supplier. Supplier is hereby authorized and assured peaceable entry to Subscriber's premises to take possession of and remove its Loaned Equipment wherever it may be found without liability for damages of any kind arising from said removal and without further notice or legal action or any kind at the termination of the Service.

3. Subscriber agrees to pay in accordance with the established billing frequency (see box below) for the duration of this Agreement and any extensions thereof, the following charges plus any and all subsequent local, state or federal taxes and licensing fees which may hereafter be levied or increased from current levels, and required to be paid by Supplier. Time is of the essence with regard to all payments due.

- A. \$ 60.00 Recurring Service Charge
- B. \$ _____ Leased Equipment Charge
- A+B \$ _____ Total Recurring Service Charges
- C. \$ _____ Purchased Equipment / Installation Charge
- D. \$ 60.00 SUB-TOTAL E. \$ 60.00 TOTAL

Payment Options:

☒ Invoice Me ☐

Billing Frequency: ☒ Monthly ☐ Quarterly ☐ Annually

\$ 60.00

Note: Billing is in advance, and sales tax will be added.

4. Special conditions, if any:

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PAGE, AND THE SCHEDULES, ADDENDUMS, AMENDMENTS, AND EXHIBITS (IF ANY) ATTACHED HERETO, WHICH ARE A PART OF THIS AGREEMENT, AS FULLY AND EFFECTUALLY AS IF THEY WERE SET FORTH ABOVE AND ARE INCORPORATED HEREIN BY THIS REFERENCE.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the date and year first written above.

Subscriber:

Lotus Homeowners Assoc., Inc.

Subscriber's Legal Name

BY: Kara Babcock
Authorized Signature

Print Name and Title

Date

Supplier:

BY: Richard Lavoir Richard LaVoi
Sales Representative

Richard LaVoi, Pres

Printed Name and Title

COUNTERSIGNED: BY: Richard LaVoi
Authorized Signature

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into by LOTUS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and the vendor named below (the "Vendor") as of the date last signed by the parties below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Vendor agree as follows:

1. Services. Vendor shall perform all of the services (the "Services") set forth in the Scope of Services and Fee Schedule attached to this Agreement as Exhibit "A" (the "Schedule") at the community listed in the Schedule and also agrees to all the terms provided herein. Specifically, Vendor agrees as follows in connection with the performance of the Services:

(a) All Services shall be performed during the hours, if any, specified in the Schedule but in no event shall any Services be performed in violation of any hours as imposed by any County rules, regulations or ordinances.

(b) Vendor, at Vendor's sole cost and expense, will supply all labor, materials and equipment necessary for the full and complete performance of the Services, except as specifically excluded on the Schedule, if any. Without limiting the generality of the foregoing, Vendor, at Vendor's sole cost and expense, shall be responsible for all of Vendor's employees' payroll, general liability insurance, state unemployment compensation, federal unemployment compensation, workers' compensation, FICA, equipment, supplies, supervision, absentee fill-in, general and administrative costs (i.e., costs of preparing payroll, accounting), and miscellaneous benefits (i.e., vacations, sick leave).

(c) Vendor shall promptly replace any employee that Association determines is not acceptable to Association with another individual who is acceptable to Association.

(d) Vendor, in performing the Services, shall comply with all applicable laws, codes and regulations (including immigration and minimum wage laws) and shall meet all OSHA safety standards. In addition, Vendor shall secure and pay for all permits and licenses necessary for conducting business in the State of Florida and for the proper execution and completion of the Services. Nothing contained herein shall be deemed to preclude Association from retaining the services of other persons or entities to provide the same or similar services as those undertaken by Vendor hereunder.

2. Term. The term of this Agreement shall commence on the date of this Agreement (unless otherwise provided in the attached Schedule) and end upon completion of the Services by Vendor, unless sooner terminated as provided in Paragraph 6 below. Vendor shall perform the Services in accordance with the schedule, if any, included in the attached Schedule.

3. Fee. Association agrees to pay Vendor, as compensation for the Services, the total fee(s) (the "Fee") described in the attached Schedule. Association shall pay Vendor at the times and in the manner described in the attached Schedule.

4. Insurance and Indemnification. At Vendor's own cost and expense, Vendor will provide, BEFORE COMMENCEMENT of any Services, and maintain in full force and effect until full completion of the Services and until expiration of all applicable statute of limitations expire, full insurance coverage in a form or forms and with a company or companies satisfactory to Association, in Association's sole discretion, covering all Services undertaken by Vendor as follows:

(a) Workmen's Compensation Insurance shall be maintained by Vendor in accordance with applicable Florida Statutes, without exemption therefrom. FLORIDA EXEMPTIONS WILL NOT BE

ACCEPTED IN PLACE OF VALID WORKMEN'S COMPENSATION INSURANCE COVERAGE. EMPLOYEE LEASING SHALL NOT BE PERMITTED.

(b) General liability insurance with a minimum combined single limit of \$1,000,000 for bodily injuries, death, property damage, etc. resulting from any one occurrence, including coverage for "completed operations". Acceptable ISO Forms include CG2010B 11/85 or CG2026 11/85 or equivalent. Any form that limits coverage to "ongoing operations" or otherwise does not grant additional insured status under the products/completed operations coverage is not acceptable. Such insurance must be primary insurance and non-contributory with any other insurance carried by Association, must have a broad-form hold-harmless provision, and must include blanket contractual liability insurance covering Vendor's indemnity as hereinafter set forth in this Paragraph 4 and the risks enumerated therein. This insurance policy shall name Association by endorsement as an additional insured.

(c) Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired, leased, and non-owned vehicles.

(d) Any and all other insurance coverage required by applicable law.

All certificates of insurance shall name the Association and Boca Raton Associates VIII, LLLP, ("Developer"), and each of their respective affiliates, members, managers, shareholders, officers, directors, agents, employees, heirs, successors and assigns (each, a "Covered Party" and collectively, the "Covered Parties"), as additional named insureds, shall include a waiver of subrogation against Association, and shall provide that the policy is not cancelable and may not be materially changed until Association has received at least thirty (30) days prior written notice thereof from the insurance company. Prior to commencing the Services, Vendor shall provide Association with duplicate copies of all insurance policies containing such coverages or appropriate certificates evidencing such coverages. The amount of insurance contained in any of the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of Vendor or any of its subcontractors. Any type of insurance or any increases of limits of liability not described herein which Vendor requires for its own protection or on account of statute shall be its own responsibility and its own expense.

Notwithstanding the foregoing insurance coverages, and to the fullest extent permitted by law, Vendor hereby agrees to indemnify, defend, save, and hold harmless the Association and the other Covered Parties, from and against any and all claims, damages, personal injuries and/or deaths, liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether or not a lawsuit is commenced), arising out of or in any way resulting from or in any way connected with this Agreement (including, but not limited to, the entering into of this Agreement with Vendor) and/or performance of the Services but only to the extent such claims, damages and/or losses result from or are caused, in whole or in part, by or through any act, omission, or default of Vendor or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable. Such liability shall be commensurate with Vendor's

Initials RL

proportionate fault. There is no dollar limit or cap to the amount of the indemnity owed to the Covered Party but such indemnity shall not include damages resulting from the gross negligence or wrongful acts of such Covered Party or other third parties over which Vendor has no control or right of control. This paragraph shall survive the completion of the Services and any earlier termination of this Agreement.

5. Waiver of Subrogation. Association is hereby released from all liability (by way of subrogation or otherwise) for any loss or damage (regardless of the cause of such loss or damage and regardless of whether or not Vendor's insurance carrier has included a waiver of subrogation in its insurance policy in accordance with the requirements of this Agreement) to the extent that such loss or damage is insured or required to be insured under this Agreement. The foregoing provision is not intended to and shall not be deemed to limit or reduce in any manner any other limitations of liability in favor of Association contained elsewhere in this Agreement.

6. Termination. Association shall be entitled to terminate this Agreement at any time, with or without cause, upon three (3) days prior written notice to Vendor. In the event Association terminates this Agreement in accordance with this paragraph, Association shall only be responsible to pay Vendor the Fee for Services performed up to and including the date of termination.

7. Further Provisions. Association and Vendor further agree as follows:

(a) Vendor shall at all times during the term of this Agreement act as an independent contractor, and nothing contained in this Agreement shall be construed to create the relationships of principal and agent or employer and employee between Association and Vendor. In that regard, Vendor shall not incur any obligations or enter into any agreements whatsoever for Association's account or on Association's behalf, and Vendor shall be responsible for all obligations incurred or agreements entered into by Vendor.

(b) Vendor may not assign any of Vendor's rights or delegate any of Vendor's duties under this Agreement. Any change in ownership or beneficial interest in Vendor shall be deemed an assignment hereunder, which is prohibited.

(c) No additional services (i.e., no services other than those described in the Scope of Services in the attached Schedule) shall be provided without the prior written authorization of Association.

(d) Vendor shall not use the name of or refer to Association or any of its affiliates in any advertisement, news release or professional or trade publication without first obtaining Association's prior written consent.

8. Notices. All notices required or desired to be given under this Agreement shall be in writing and shall be deemed given when either delivered personally or received in the United States mail, certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as set forth below, or such

ASSOCIATION:

LOTUS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Kara Babcock, President

Address: 1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323

Date: _____

other addresses as hereinafter indicated by appropriate written notices.

9. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida, both substantive and remedial.

(b) In the event any term or provision of this Agreement be determined by appropriate authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida, (ii) venue shall lie exclusively in Broward or Palm Beach County, Florida, and (iii) the prevailing party shall be entitled to reasonable attorneys' fees and court costs through and including all appellate and post judgment levels, whether or not such litigation proceeds to final judgment. The provisions of this subparagraph shall survive any termination of this Agreement.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other, and all genders, captions and paragraph headings shall be disregarded.

(e) No consent or waiver, express or implied, relating to any breach or default by the other in the performance of any obligation hereunder will be deemed or construed to be a consent to or waiver of any other breach or default by such party.

(f) In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Schedule, the terms and conditions of this Agreement shall control and prevail.

10. Jury Trial Waiver. ASSOCIATION AND VENDOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR THE SERVICE PERFORMED OR TO BE PERFORMED PURSUANT TO THIS AGREEMENT. This paragraph shall survive the completion of the Services or any earlier termination of this Agreement.

11. Entire Agreement; Time of the Essence. This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Time shall be of the essence in the performance of this Agreement.

VENDOR:

Hospitality Multi Media Inc.

[Print Name of Vendor Above]

By: _____
Name: Richard LaVoi
Title: Pres.

Address: 5079 N. Dixie Hwy Suite #347
Oakland Park, Florida 33334

Date: 11/1/2021

EXHIBIT "A"

SCOPE OF SERVICES AND FEE SCHEDULE

LOCATION:

Lotus, Palm Beach County, Florida

SERVICES TO BE PERFORMED:

Music subscription services

Music provider is PLAYNETWORK, licensing fees included

FEE:

See attached

Event Cancellations: In the event that the Services are cancelled by the Association due to inclement weather or Acts of God, Vendor shall reschedule the event, at no additional cost, to a date specified by the Association unless such alternative date has been previously reserved by another party.

Initials RL

MUSIC SERVICE AGREEMENT

MUSIC CHANNEL SELECTIONS

	PLAYER LOCATION:
ZONE 1 DEFAULT*	
2	
3	
4	
5	
ZONE 2 DEFAULT*	
7	
8	
9	
10	

Subscriber Initials: _____

*The DEFAULT channel is the channel that the player will default (start) with, should there be a power Outage. Typically the most listened to channel for that zone (area).

