

**PROFESSIONAL RACQUET CENTER SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS PROFESSIONAL RACQUET CENTER SERVICES INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the ____ day of November, 2020, by and between LOTUS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), and MADE TO USA LLC, a Florida limited liability company ("Contractor"). Association and Contractor are sometimes referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Association operates and maintains the tennis courts, pickleball courts, pro shop and related facilities (collectively, the "Facilities") located within that certain residential community in Palm Beach County, Florida, commonly known as Lotus (the "Community");

WHEREAS, Contractor possesses experience, credentials and expertise in the field of providing professional tennis and pickleball services, including, without limitation, individual and group tennis and pickleball lessons, and operating and managing residential community tennis and pickleball programs;

WHEREAS, the Association desires to engage Contractor to operate, manage and oversee routine maintenance of the Facilities, and provide tennis and pickleball services and programs, all as more particularly set forth in this Agreement (collectively, the "Program Services") all in a manner consistent with an upscale residential community located in Palm Beach County, Florida; and

WHEREAS, Contractor desires to accept such engagement and provide the Program Services to the Association, all upon the terms, but subject to the conditions, set forth hereinafter.

NOW THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Contractor, intending to be legally bound, hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by reference as if same were fully set forth herein.

2. **ENGAGEMENT**. The Association hereby engages Contractor to exclusively provide the Program Services to the Association on the terms and conditions contained herein. The Association engages Contractor as an independent contractor, and nothing contained herein shall imply or is meant to convey any relationship between the Parties or to any third party other than that of an independent contractor. The Association and Contractor specifically deny any relationship between them that may be interpreted as an employee, partner, agent, joint venture or any other relationship except that of independent contractor. In that regard, Contractor shall not incur any obligations or enter into any agreements whatsoever for or on behalf of the Association, and Contractor shall be responsible for all obligations incurred or agreements entered into by Contractor.

3. **GRANT OF RIGHT TO USE FACILITIES**. The Association hereby grants to Contractor the right to use the Facilities and equipment described on Exhibit "A" attached hereto and by this reference made a part hereof (collectively, the "Facility Equipment") for the purpose of providing the Program Services in accordance with the provisions of this Agreement. So long as this

Agreement remains in effect, the Association shall not engage any other tennis or pickleball professional(s) to provide the Program Services at the Community, shall instruct homeowners and residents of the Community that engaging any other tennis or pickleball professional(s) to provide the Program Services at the Community is strictly prohibited, and shall enforce such prohibition as reasonably necessary to maintain the exclusivity of Contractor described herein. All Facility Equipment shall be and remain the property of the Association and shall be used by Contractor only for the Program Services. Notwithstanding that the Association owns the Facility Equipment, except as expressly provided in paragraph 7 below, Contractor shall be responsible for the ordinary maintenance and care of such Facility Equipment. Upon termination of the Agreement, Contractor shall return all Facility Equipment to the Association subject only to normal wear and tear.

4. **TERM.** The initial term of this Agreement (the "Initial Term") shall be for a period of one (1) year commencing on the date indicated by Association in a written notice to Contractor requesting that the Program Services Commence (the "Effective Date"), unless otherwise earlier terminated as provided elsewhere herein. The Association shall provide Contractor with at least twenty-one (21) days advance written notice of the Effective Date.

5. **RENEWALS.** At least ninety (90) days prior to the expiration of this Agreement (or any renewal thereof as provided in this paragraph), either party may request renewal of the Agreement for an additional one (1) year period by written notice given to the other party. In the event either party timely requests a renewal of the Agreement, the other party shall have thirty (30) days following receipt of such request to accept or deny the renewal request. In the event either party does not accept the renewal request within such thirty (30) day period, then this Agreement shall not be renewed, and this Agreement shall terminate at the end of the then current term, unless otherwise earlier terminated as provided in this Agreement.

6. **TERMINATION.** Notwithstanding anything to the contrary, this Agreement may be terminated, with or without cause, by either Party upon thirty (30) days written notice to the other Party. Upon termination of this Agreement for any reason, Contractor shall immediately return all Association property in its possession, including without limitation, the Facility Equipment and all keys or other access means to the Facilities and/or the Community. Upon termination of this Agreement for any reason, upon the request of the Association, Contractor shall cooperate and assist the Association in a transition of the operation and management of the Facilities to a successor tennis and pickleball professional.

7. **CONTRACTOR RESPONSIBILITIES AND SCOPE OF DUTIES.** Contractor, in compliance with the terms of this Agreement, shall be solely and wholly responsible, at Contractor's sole cost and expense, for the following:

A. Providing those Program Services set forth on Exhibit "B" attached hereto and by this reference made a part hereof, all in a manner consistent with an upscale residential community located in Palm Beach County, Florida.

B. Obtaining, maintaining, and displaying within the Facilities all licenses and/or certifications required to operate its business.

C. Maintaining good standing and active membership status in the United States Professional Tennis Association ("USPTA") and the International Pickleball Teaching Professional Association ("IPTPA").

D. Training, providing, employing, compensating and supervising adequate staff to perform the delivery of the Program Services in an efficient, professional, hygienic, safe and courteous manner consistent with the standards of the Community as set forth herein.

E. Contractor and its employees, agents and/or independent contractors shall comply with all reasonable requirements of the Association regarding dress, personal appearance and hygiene, presenting themselves in a clean and professional manner during working hours.

F. Contractor and its employees, agents and/or independent contractors shall at all times act in a professional, hygienic, safe and courteous manner consistent with the standards of the Community as set forth herein.

G. Contractor and its employees, agents and/or independent contractors shall manage the merchant account for the pro shop point of sale system, which such point of sale system will process any guest fees, pro shop merchandise transactions, and ball machine rentals to be collected on behalf of the Association. All merchant account fees, costs and expenses related to such guest fees, merchandise transactions and machine rentals shall be paid by Association. Contractor and its employees, agents and/or independent contractors shall separately manage the merchant account for Contractor, which such point of sales system will process pro fees, leagues, clinics, lessons and stringing services. All merchant account fees, costs and expenses related to such pro fees, leagues, clinics, lessons and stringing services shall be paid by Contractor.

8. **ASSOCIATION RESPONSIBILITIES**. The Association shall be responsible, at the Association's sole cost and expense, for:

A. Maintaining the structural portions of the Facilities in good condition and repair and supplying air conditioning, electricity, and water for the Facilities.

B. Performing any necessary repairs to the mechanical systems, irrigation pumps, irrigation control valves, main irrigation valves, court and office lighting, electrical systems, ball machines and water fountains, if any, located within the Facilities.

C. Providing and replacing (as may be needed in the future) all Facility Equipment and all other court necessities as may be reasonably requested by Contractor and approved by the Association including, but not limited to, clay, nets, line tapes, nails, center net straps, windscreens and ties, chairs, benches, and water coolers.

D. Providing janitorial cleaning services to the Facilities.

E. Providing pest control within the Facilities.

F. Supplying and maintaining all office equipment located with the Facilities which are made available by the Association to Contractor, including, without limitation, telephone, printer/facsimile/copier/scanner, internet services, pro shop point of sale system and register.

G. Providing such marketing, advertising and tennis/pickleball event support necessary to promote and build the Community tennis and pickleball programs and Program Services as the Association determines in its sole discretion.

H. Providing and paying the fees and expenses for a court reservation system.

I. Hiring the court maintenance vendor referenced in Exhibit B herein, including paying the fees and expenses for contracting such court maintenance vendor.

9. **COMPENSATION.** While this Agreement remains in effect, in consideration of Contractor providing the Program Services, commencing on the Effective Date, the Association shall pay Contractor monthly, in arrears, the sum of \$9,300.00 (the equivalent of \$111,600.00 annually). Except as otherwise expressly provided herein, no other compensation or fee of any kind whatsoever from the Association shall be due or become due to Contractor under this Agreement. Association and Contractor acknowledge and agree that all revenue derived from the sale of all goods, merchandise and other items sold at or through the Community's pro shop shall belong to and be retained by Association. Notwithstanding the foregoing, Association and Contractor further acknowledge and agree that Contractor shall be entitled to retain all revenue derived from private tennis and pickleball lessons, clinics and leagues and racquet stringing services provided by Contractor at the Facilities (other than any guest fees which may be charged by the Association for non-resident use of the Facilities which shall be collected by Contractor from the guest and due and payable to the Association by Contractor).

10. **EXPENSES.** Contractor shall be responsible for all of its own business and operating expenses incurred in providing the Program Services unless otherwise expressly set forth in this Agreement.

11. **OPERATIONS, MANAGEMENT, USE, SOLICITATION AND ADVERTISING RESTRICTIONS.** Contractor shall perform and provide the Program Services for the exclusive use and benefit of the residents of the Community, their guests and such other persons who are permitted to use the Facilities in accordance with the Declaration of Covenants, Restrictions and Easements for Lotus, the Association's Bylaws, and all Rules and Regulations duly adopted by the Association (collectively, the "Association Documents"). Contractor further agrees that it shall (i) operate and manage the Facilities and perform and provide the Program Services in accordance with all applicable relevant provisions of the Association Documents, which provisions are expressly incorporated by reference herein as if same were more fully set forth at length, and (ii) assist the Association in enforcing the Association Documents as same are applicable to the Facilities. Contractor shall not, directly or indirectly, advertise, solicit, entice or otherwise invite the general public, or any persons other than those permitted by the Association Documents, to enter or patronize the Facilities unless specifically approved in writing in advance by the Association. Further, Contractor shall obtain advance approval in writing from the Association for any and all advertising or promotional materials used in connection with the Program Services and any tournaments or events that may involve the use of the Facilities by anyone other than the Community's residents, guests and/or invitees.

12. **STRICT COMPLIANCE WITH APPLICABLE LAWS.** Notwithstanding any other provisions of this Agreement, Contractor, at its sole expense, shall strictly and promptly comply with all federal, state, and county laws (and all subdivisions, agencies, departments and commissions thereof), ordinances, USPTA and IPTPA requirements, and rules and regulations applicable to the operation of its business specifically including, but not limited to, and all record keeping requirements, filing requirements, licensing requirements, tax requirements, safety requirements, personnel and labor requirements, insurance requirements and environmental requirements.

13. **ACCEPTANCE OF CONDITION OF FACILITIES AND FACILITY EQUIPMENT AND RESTRICTION ON ADDITIONS.** Contractor acknowledges that prior to the opening of the Facilities, Contractor will inspect the Facilities, the Facility Equipment, all other equipment, and furniture and accessories located at the Facilities, and accept same in their condition. Contractor

shall not make any additions, alterations, or improvements to the Facilities without prior written consent from Association, which consent may be withheld by Association at Association's sole discretion.

14. **INSURANCE REQUIREMENTS.** Contractor, at its sole expense, shall obtain and maintain at all times during the term of this Agreement:

A. USPTA and/or IPTPA "on court general liability insurance" policy and sexual abuse and molestation insurance policy. Said policy shall be not less than \$1,000,000.00 and shall name the Association and Boca Raton Associates VIII, LLLP (the "Developer") as additional named insureds. Such policies shall provide that same are not subject to cancellation, termination or change without thirty (30) days prior written notice to Association and the Developer. Contractor, at its sole expense, shall obtain such other additional coverage for the benefit of the Association as deemed reasonably necessary by the Association's insurance consultant.

B. Worker's compensation insurance without exemption and all other insurance as may be required by law or this Agreement.

C. Comprehensive automobile liability insurance with a minimum combined single limit of \$100,000 for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired, leased, and non-owned vehicles.

Each insurance policy purchased by Contractor shall waive all rights of subrogation against the Association and Developer. Contractor shall furnish to Association certificates evidencing the existence of all such required insurance, including waiver of subrogation endorsements, no less than five (5) days prior to the commencement of operations as scheduled herein indicating coverage during the term of this Agreement. In addition, Contractor acknowledges and agrees that each tennis and pickleball pro employed by or contracting with Contractor to provide the Program Services shall be required to purchase and maintain (at his/her sole cost and expense) the above described insurance policies (and provide Association with appropriate documentation evidencing same) to the extent that such policies are not otherwise purchased and maintained by Contractor for the benefit of such tennis and pickleball pros.

15. **INDEMNIFICATION.**

A. To the fullest extent permitted by law, Contractor hereby agrees to indemnify, defend, save and hold harmless the Association and Developer, and each of their respective officers, directors, partners, members, owners, agents, employees, successors and assigns (each an "Indemnified Party" and collectively the "Indemnified Parties"), from and against any and all claims, damages, causes of action, personal injuries and/or deaths, liabilities, judgments, fines, liens, encumbrances, penalties, losses and expenses whatsoever (including attorneys' fees and court costs up to and including all trial, appellate and post-judgment levels and proceedings and whether or not a lawsuit is commenced) in any way arising out of or in connection with (a) Contractor's performance or failure to perform under this Agreement, and/or (b) the acts or omissions of Contractor, its agents, contractors and/or employees. The requirements and obligations contained herein shall expressly survive the expiration or earlier termination of this Agreement.

B. To the fullest extent permitted by law, the Association hereby agrees to indemnify, defend, save and hold harmless the Contractor from and against any and all claims, damages, causes of action, personal injuries and/or deaths, liabilities,

judgments, fines, liens, encumbrances, penalties, losses and expenses whatsoever (including attorneys' fees and court costs up to and including all trial, appellate and post-judgment levels and proceedings and whether or not a lawsuit is commenced) in any way arising out of or in connection with (a) the Association's performance or failure to perform under this Agreement, and/or (b) the acts or omissions of the Association, its agents, contractors (other than Contractor or Contractor's employees, contractors and/or agents) and/or employees. The requirements and obligations contained herein shall expressly survive the expiration or earlier termination of this Agreement.

16. **RESTRICTIONS ON PERSONAL PROPERTY AND RISK OF LOSS.** The Parties agree that no personal property shall be brought into the Facilities by Contractor without the prior express written consent of the Association. Contractor shall be solely responsible for all risk of loss for any reason whatsoever for such personal property whether permission is given or not. The Parties agree that the Association will have no liability for loss or damage or disappearance of such property regardless of the cause of such loss or damage or disappearance.

17. **NO LIENS.** Contractor shall at all times keep the Facilities free of liens for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Contractor, and shall indemnify and defend Association and Developer against same and all expenses, costs and charges, including, without limitation, bond premiums for release of any such liens and all attorney's fees and costs incurred by Association and/or Developer up to and including all trial, appellate and post-judgment levels and proceedings (and whether or not a lawsuit is commenced) in removing and discharging any such liens.

18. **CONFIDENTIALITY.** Contractor recognizes that during the course of performance of this Agreement, Contractor may acquire knowledge or confidential business information or trade secrets of the Association (including resident rosters, guest lists and customer lists) and/or its affiliates. Contractor agrees to keep all such information confidential and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for Contractor's own benefit or for the benefit of another or to the adverse effect of the Association, either during or after the term of this Agreement, any such confidential business information or trade secrets. Upon termination or expiration of this Agreement, Contractor shall deliver all records, data, information and other documents produced or acquired during the performance of this Agreement and all copies thereof to the Association. Such materials shall remain the property of the Association. This obligation of confidence shall not apply with respect to information that (i) is available to Contractor from third parties on an unrestricted basis; or (ii) is disclosed by the Association to others on an unrestricted basis.

19. **PERSONAL SERVICE OF PRESENT MANAGEMENT.** The Parties acknowledge that the performance and delivery of Program Services is one of personal service. The Parties acknowledge that personal service was an important criterion in the Association's decision to choose Contractor to provide such Program Services. It is the intention of the Parties that the present management of Contractor shall be continued during the period of this Agreement. Without the prior written consent of the Association, any transfer of the stock of Contractor to third parties or any change in the present management or key personnel of Contractor for any reason shall be deemed cause for termination of this Agreement. Contractor may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Association, which consent maybe withheld by the Association at its sole discretion. The Association reserves the right to require Contractor to terminate the services of any independent contractor, tennis and pickleball staff, employee or other person providing services to Contractor in connection with the Program Services.

20. **NO LEASE OR INTEREST IN FACILITIES OR EQUIPMENT.** The Parties acknowledge this Agreement does not constitute a lease of the Facilities. Contractor further acknowledges it has no present title or claim nor any future interest or estate of any kind whatsoever to the Facility Equipment or any other furniture, equipment, or personal property located in the Facilities or to the possession or use thereof or access thereto after the expiration or termination of this Agreement.

21. **ACCESS TO THE FACILITIES.** The Association will supply Contractor with one (1) or more keys to Facilities (including the Community's pro shop). Duplicate keys may be made only with the consent of the Association and the names and address of all personnel having keys shall be given by Contractor to the Association upon delivery of such duplicate keys. It is understood by the Parties that it is the sole right of Association to change or repair locks to the Facilities should the need arise.

22. **INDEPENDENT CONTRACTOR; NOT AN EMPLOYEE.** Contractor acknowledges and agrees that Contractor is not an employee of the Association and that no benefits afforded to an employee, such as health insurance, federal or state withholding taxes, workers compensation, accrued vacation, unemployment compensation, profit sharing, social security or any other similar benefits are offered to Contractor pursuant to this Agreement.

23. **MISCELLANEOUS PROVISIONS.**

A. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Florida. Venue for all actions shall be in Palm Beach County, Florida. In connection with any litigation arising out of this Agreement, the prevailing Party shall recover all costs incurred with such litigation (including, without limitation, reasonable attorneys' fees and costs up to and including all trial, appellate and post-judgment levels and proceedings and whether or not a lawsuit is commenced) from the non-prevailing Party. The provisions of this paragraph 23(A) shall survive the expiration or any earlier termination of this Agreement.

B. In the event any term or provision of this Agreement is determined by appropriate judicial 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 the Agreement shall be construed to be in full force and effect.

C. 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, and captions, and paragraph headings shall be disregarded.

D. The headings contained herein are for description only and only the substance of the paragraph is intended to define its meaning.

E. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of the Parties on copies of this Agreement, or any amendments thereto, transmitted by facsimile or electronic mail transmission shall be deemed originals for all purposes of this Agreement and binding upon the Parties.

F. Time is of the essence with regard to Contractor's duties and obligations under this Agreement.

24. **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; three (3) days after deposited in the United States mail, postage paid, return receipt requested (or, in the case of certified mail, when the attempted initial delivery is refused or cannot be made because of address); or on the next business day after deposit with a recognized overnight courier service. Notices shall be sent to the Parties as follows:

Notices to the Association shall be sent to Lotus Homeowners Association, Inc., 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, Attn: Kara Babcock, President.

Notices to Contractor shall be sent to Made to USA LLC, 8553 Boca Glades Blvd West, Apt H, Boca Raton, Florida 33434. Attn: Alessio Iannozzi.

The place to which any Party is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions.

25. **ASSIGNMENTS.** This Agreement shall not be assigned, either directly or indirectly, by Contractor without the advance written consent of the Association, which such consent shall be given or conditioned in the sole and absolute discretion of Association. Any transaction or arrangement, which has the effect of changing the control of and over Contractor shall be deemed to be an assignment for the purposes of this Agreement.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof 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.

EXECUTED as of the day and year first above written.

ASSOCIATION:

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

By: 

Name: Kara Babcock
Title: President

CONTRACTOR:

MADE TO USA LLC, a Florida limited liability
company

By: 

Name: Alessio Iannozzi
Title: Manager

EXHIBIT "A"

Facility Equipment

Item Description	Quantity
36" Lute/ Scarifer for Tennis Courts	2
Line Sweeps	4
Court Valets Sets, Installed	14
72" Gator Court Rakes, tow model – Upgraded to Classic Court Rake at No Cost	2
7' Drag Brooms/Lute, Hand Model	3
Rol-Dri Water Remover	2
Roller Refuge	2
Treadblasters	3
Scrusher Shoe Brushes	4
Love One Score Boards for Tennis & Pickleball Courts	14
PickleBall Ball Machine PBMPM-450	1
"10S Tough Cart" Product Code IG4000t	8
Mini Coach's Travel Cart	5
"10S Tough Basket 80 Ball" Hand Hoppers Product Code: IG3080	14
" Power Ladders for Kids" Product Code: HB1001	2
"Playmate Ball Mower" Product Code IQ1003	2
"Target Cones setof 16" Product Code: HR1013	1
"Quick Feet Donuts w/booklet Set of 6 Product Code: HX1095	6
Targets "Full Arizone System" Product Code: HX1013	2
Back Packer Blower	1
Electric Golf Cart	1
Aussie Clean Sweep	1
Stainless Steel Brush	1
Har-Tru Flow Top Dresser (Spreader) Tow Model	1
Pickleball Court Number Signs	6
Tennis Court Number Signs	24
Pro Shop Refrigerator	1
Pro Shop Garage Ice Maker	1
Pro Shop Pressure Washer	1
Play by Court POS Hardware & Software	1
Square POS Hardware & Software	1
Reception Computer	1
Reception Printer	1
Reception Telephone	1
Security Cameras & NVR	6
Playnet Digital Music Server	1
Handheld Wireless Microphone Systems & Remote Antenna Kits	1
Pro Shop 55" Television	1
Garment Steamer	1
Pro Shop Merchandise & Display Units	N/A

EXHIBIT "B"

Program Services

Except as otherwise provided in the Agreement to the contrary, Contractor, at its sole expense, shall be responsible for all material, supplies, and labor necessary to perform all of its obligations pursuant to this Agreement, including, but not limited to, any required routine maintenance of the Facilities specified below.

1. FACILITY MAINTENANCE AND REPORTING.

All of the following obligations and responsibilities are applicable to the tennis courts and pickleball courts unless otherwise specifically stated and/or non-applicable:

- a. Report maintenance, repairs and/or replacements required to Association, including, without limitation, maintenance, repairs and/or replacements needed for:
 - i. Court surfaces;
 - ii. Court watering systems;
 - iii. Court and play equipment and accessories, including, without limitation, such Facility Equipment set forth in Exhibit A;
 - iv. Maintenance equipment;
 - v. Water fountains; and
 - vi. Court lighting.
- b. Manage the Association's court maintenance contractor, including the day to day coordination and supervision of services provided by the court maintenance contractor.
- c. Check windscreens and secure properly with tie-wraps.
- d. Recommend that Association replace windscreens when no longer serviceable. Replacement costs are the responsibility of Association.
- e. Tighten tennis court and pickleball nets and adjust to proper height.
- f. Ensure and/or oversee the brooming and lining of courts prior to the first period of play.
- g. Ensure and/or oversee the brooming and lining of courts as needed during daily play periods.
- h. Prepare courts for special events, league matches, and tournaments as required.

2. **PROFESSIONAL SERVICES, MANAGEMENT AND INSTRUCTION.**

Contractor shall be responsible for the following:

- a. Schedule all pickleball and tennis play in coordination with pickleball and tennis rules.
- b. Provide pickleball and tennis lesson programs to include private and group instruction as well as Clinic Programs and League/Team Programs, management and coaching. Instructional programs for all levels.
- c. Promotion and administration of special events, subject to advance approval of Association.
- d. Organize pickleball and tennis round-robin socials and pickleball and tennis league teams in coordination with Palm Beach County leagues.
- e. Prepare weekly Program Services updates and submit them to the Social Director for community distribution (via eblast).
- f. Maintain and update the court reservation scheduling system.
- g. Monitor court use to ensure unauthorized persons are not using the Facilities.
- h. Enforce Facility rules and regulations.
- i. Collect guest fees (and remit same to Association) from non-resident users of the Facilities in accordance with Association policy and rules as adopted from time to time.
- j. Obtain executed waiver and release forms during pro shop hours (in such format as required by the Association) from all users of the Facilities prior to any use thereof.
- k. Operate and manage the day-to-day operations of the Program Services and pro shop, including, but not limited to, ensuring that the pro shop is open and staff is available and onsite during the following times:
 - i. Six (6) days per week, 8:00 a.m. – 1:00 p.m., October through May
 - ii. Five (5) days per week, 8:00 a.m. – 1:00 p.m., June through September

The Parties agree the days and hours of operation may be adjusted seasonally with prior approval of the Association.

- l. Track pro shop inventory and provide monthly inventory reports to the Association.
- m. Keep pro shop and office in a tidy, presentable condition at all times.

**THIRD AMENDEMENT TO PROFESSIONAL RACQUET
CENTER SERVICES INDEPENDENT CONTRACTOR AGREEMENT**

This THIRD AMENDEMENT TO PROFESSIONAL RACQUET CENTER SERVICES INDEPENDENT CONTRACTOR AGREEMENT (the "Amendment") is made as of the 8th day of January, by and between LOTUS HOMEOWNERS ASSOCIATION, INC, a Florida not for profit corporation (the "Association") and MADE TO USA LLC, a Florida Limited Liability company ("Contractor). Association and Contractor are sometimes referred as the "Parties"

RECITALS:

WHEREAS, the parties are parties to that certain Professional Racquet Center Services Independent Contractor Agreement dated as November 10, 2020, as amended from time to time (the "Agreement")

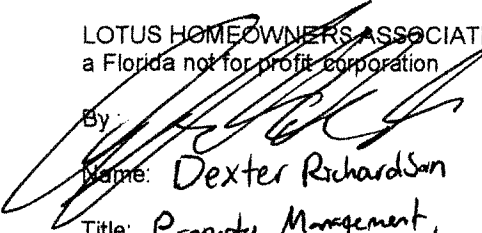
WHEREAS the Parties seek to amend and modify the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Contractor, intending to be legally bound, do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference as if repeated at length. Capitalized terms used but not defined herein shall have the meanings given to such terms as set forth in the Agreement.
2. Pursuant to Section 5 of the Agreement, the Agreement is hereby extended for an additional one (1) year term, which such term shall expire one (1) year from the date of this Amendment.
3. This Amendment contains the entire agreement and understanding between the Parties relating to the subject matter of this Amendment, and all prior or contemporaneous agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein.
4. This Amendment, and the terms and provisions hereof, are hereby incorporated into and made a part of the Agreement and, in the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall prevail and control. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.
5. This Amendment may be executed in multiple counterparts without the necessity that the signatures of all Parties be contained on any one counterpart hereof, and all separately executed counterparts of this Amendment taken together shall constitute one and the same instrument. The electronic delivery of an executed copy of this Amendment shall be deemed to be delivery of an original copy of this Amendment for all purposes.
6. This Amendment shall only become effective, binding and enforceable against the Parties upon its full execution by the parties.

ASSOCIATION:

LOTUS HOMEOWNERS ASSOCIATION INC,
a Florida not for profit corporation

By: 

Name: Dexter Richardson

Title: Property Management,

CONTRACTOR:

MADE TO USA LLC, a Florida Limited Company

By: 

Name: ALESSIO IANNOZZI

Title: President