

Master Service Agreement

This Service Agreement (the "Agreement") is entered into by and between JB Event Consulting, LLC and Lotus Homeowners Association effective February 12, 2024.

1. Services Provided. The Consultant shall provide the following services to the Client:
 - a) Remote lifestyle director position to plan and execute 2 events per month, with an additional 6 events for holiday months, not exceeding 30 events per a 12-month period.
 - b) Quarterly meetings with the social committee, if formed, will be scheduled to ensure proper direction and guidance for event planning and execution.
 - c) Coordinate/Negotiate event catering, when applicable, with the Restaurant Operator. Will determine proper cost allocations for shared events.
 - d) Creation of marketing material for each event created.
 - e) Sending weekly eblasts to residents.
 - f) Posting weekly on social media platforms, Facebook and Instagram.
 - g) Creation of accounting reports as well as end of year accounting summary.
2. Insurance: JB Event Consulting, LLC shall, at its own expense, maintain and carry with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon customer's request, JB Event Consulting, LLC shall provide the customer with a certificate of insurance from JB Event Consulting, LLC's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name the customer as an additional insured.
3. Expenses: The client shall pay for all expenses for events created by JB Event Consulting, LLC via HOA credit card or check requests submitted by JB Event Consulting, LLC with prior approval by the Board and/or the Property Manager.
4. Term of Agreement: This Agreement shall be month-to-month starting February 12, 2024.
5. Compensation: The Client shall pay the Consultant a total of \$30,000 for the services provided under this Agreement. The compensation shall be paid on the last day of every month at a rate of \$2,500.
6. Confidentiality: The Consultant shall not disclose any confidential information about the Client to any third party without the Client's prior written consent.
7. Independent Contractor: The Consultant is an independent contractor and shall not be considered an employee of the Client.
8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. Waiver: No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter of this Agreement.
11. Modification: This Agreement may be modified only by a written instrument executed by both parties.
12. Severability: If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
13. Termination: Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, JB Event Consulting, LLC shall be entitled to payment for all services performed through the date of termination, and the customer shall be responsible for payment of all expenses incurred by JB Event Consulting, LLC in connection with the events created up to the date of termination.
14. Amendment: No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. Any subsequent modifications or amendments must be in writing and signed by both parties in order to be valid and enforceable.
15. Relationship of the Parties: The relationship between the parties is that of independent contractors. JB Event Consulting, LLC shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. The customer shall be interested only in the results of the services provided. The customer shall have the right to approve the services provided and shall have the right to inspect the services throughout the performance of the services and to secure satisfactory final completion. Nothing in this Agreement shall give the customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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

Consultant: *Jame Braits*

JB Event Consulting, LLC

Print Name: Jame Braits

Title: CEO / Founder

Date: 2/9/24

Client: *Michael J. Magolis*

Lotus Homeowners Association

Print Name: Michael J. Magolis

Title: Treasurer + Secretary

Date: 2/8/24