

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 and/or contractor 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 per occurrence and \$2,000,000.00 in the aggregate 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 and the other Covered Parties (defined below) by endorsement as additional insureds.

(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, ("Declarant"), and each of their respective affiliates, members, managers, shareholders, partners, officers, directors, agents, employees, heirs, successors and assigns (each, a "Covered Party" and collectively, the "Covered Parties"), as additional named insureds using an additional insured endorsement, shall include a waiver of subrogation against Covered Parties, and such policies shall provide that same are not subject to cancellation, termination or material change without thirty (30) days prior written notice to the Covered Parties. 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 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 the Association and the other Covered Parties harmless from and against any and all claims, damages, personal injuries and/or deaths, liabilities, (including strict liability), fines, liens, encumbrances, penalties, losses, judgments, costs, settlements, assessments and expenses (including, but not limited to, attorneys' fees and costs, whether or not a lawsuit is commenced, and if a lawsuit is commenced, up to and including all trial and appellate level proceedings), arising out of, alleged to have arisen 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) and/or performance of the Services, regardless of whether the claims or damages are caused by an act, omission or default of Vendor, a Covered Party, anyone directly or indirectly employed by Vendor and/or anyone for whose acts Vendor may be liable. Indemnification provided by the Vendor

Initials _____

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will be for an amount not to exceed \$2,000,000 per occurrence, but such indemnity shall not include damages resulting from the gross negligence or willful, wanton or intentional misconduct of the Covered Parties. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement. If applicable law limits the enforceability of any of the foregoing requirements, then Vendor shall be required to comply with the foregoing requirements to the fullest extent allowed by applicable law and this paragraph shall be limited only to the extent required to conform to applicable law. 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 duly given

or made if: when delivered personally; mailed by registered or certified mail, return receipt requested; or delivered by Federal Express or other overnight delivery service.

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.

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: _____

VENDOR:

Ryan Lauer

By: _____
[Print Name of Vendor Above]

By: _____
Name: Ryan Lauer
Title: President

Address: 5481 Woodland Drive
Delray Beach, FL 33484

Date: 10/18/2022

EXHIBIT "A"

SCOPE OF SERVICES AND FEE SCHEDULE

LOCATION:

Lotus, Palm Beach County, Florida _____

SERVICES TO BE PERFORMED:

Refer to court maintenance contract - Exhibit A attached

FEE:

\$39,552 Annually

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.



RYAN LAUER LLC

Licensed and Insured

EIN #: 812531088: LIC #: U-22531

Court Surfacing & Tennis Maintenance Professional Services

Ryanlauerllc@gmail.com: 561-709-7707

Maintenance Contract Lotus HOA

October 14, 2022

Type of Contract: 12-month renewable tennis court maintenance service contract.

Frequency of Services: 6 days a week.

Number of Courts to be serviced: 7 Hydro Blend Tennis courts.

Ryan Lauer LLC proudly presents this tennis court maintenance contract to Lotus HOA. This contract has been customized to meet the specific needs of the Lotus HOA clay-court facility.

Summary of Services to be Rendered:

Ryan Lauer LLC will provide year-round clay court maintenance and repair services to Lotus HOA. These services will be performed on a daily, weekly, monthly, and emergency basis, as detailed below.

I. Routine Daily Maintenance:

Items A. through D. are to be performed six days a week (weather permitting).

- A. Rake or brush (drag) courts using a rake or drag broom.
- B. Line all courts using Line Sweep.
- C. Set water for midday and evening watering.
- D. Pick up miscellaneous debris.

II. Routine Weekly Maintenance:

- A. Remove dead clay material with a lute and shovel.
 - Place dead material in a pre-determined disposal area/container.
- B. Treat algae with chlorine/algaecide. Lotus HOA will provide chlorine.
- C. Remove weeds and treat areas with Weed Kill. Lotus HOA will provide.
- D. Treat ant hills with ant kill on courts. (Ant kill will be used to kill isolated mounds, not for infestation). Lotus HOA will provide.
- E. Check watering system performance to ensure proper watering.
 - Check the water system is working properly.
 - Recommend/make changes in the watering schedule to accommodate the time of year due to weather conditions.
- F. Review windscreens.
 - Report any tears in screens.
 - Refasten with ties as needed (up to four panels, then a quote will be provided).
- G. Review fencing.
 - Report gate latch problems.
 - Report any breaks in fencing.
 - Report any breaks in fence post-wire fasteners.
- H. Roll courts/lines *(as needed, determined by Ryan Lauer LLC)
 - Conduct a tennis ball bounce test on each court.
 - If the surface is too soft, roll courts.
 - Water systems normally do not need rolling, but new material may need to be rolled.
- I. Identify Court Structural Problems or Potential Hazards.
 - Report any deficiencies in court performance beyond the scope of routine maintenance to Lotus HOA (i.e., grading problems, sliding clay, resurface issues, etc.). Resurfacing should take place every four years.
 - Review landscaping around the courts prior to planting (if possible) to ensure unrestricted water flow from the courts and prevent future root intrusion.
 - Lotus HOA will create trenching on the low side of the courts to ensure proper drainage. Trenches will need to be maintained by Lotus HOA once each year. If not maintained, Ryan Lauer LLC will provide a quote.

III. Routine Monthly Maintenance:

- A. Check the height of nets and adjust net center straps, and/or tighten the net as needed. (Net straps paid by Lotus HOA).
- B. Check for court puddles and raised lines to determine if there are any low clay areas that need patching/additional clay.
- C. Add clay (typically, up to six 50 LB bags of Hydro Blend clay per tennis court is needed on a monthly basis).
- D. Note: Bags of clay are to be paid for by the Lotus HOA. The price of clay will vary depending on the date of purchase. (Lotus HOA will purchase up to 14 pallets per year) under Hydro Blend specifications.
- E. Clean the headbands of all tennis court nets.

IV. Emergency Maintenance:

In the event of an emergency (for example, if windscreens were to blow down in a storm), Ryan Lauer LLC would make every effort to repair or temporarily repair and/or secure the court to prevent further damage and ensure resident safety.

In the event of a hurricane, Ryan Lauer LLC will remove all windscreens and secure them to the fences by rolling them down to the bottom of the fences to prevent fence damage.

There will be a \$250 per court charge for this service. When it is decided by Lotus HOA to put up the windscreens, there will be another invoice generated for \$250 per court when the job is completed. (All windscreen ties and rope straps will be purchased by Lotus HOA).

V. INSURANCES:

Ryan Lauer LLC will carry liability insurance and provide Lotus HOA with a current certificate of insurance and add Management and Lotus HOA as additional insured. Ryan Lauer LLC will comply with the Florida Statute Law and will either provide proof of workman's compensation insurance or an exemption from the state of such insurance.

VI. EQUIPMENT: All equipment needed to maintain the tennis courts will be the responsibility of the Lotus HOA. This would include lutes, brushes, rakes, and liners.

Items such as clay, windscreen ties, nails, or replacement items such as (One piece) of windscreen or a new net or scoreboard, and a trash bin will be purchased by Lotus HOA, but the vendor will install them at **no** additional cost. No labor costs will incur to install these items.

If any special work is needed that is not standard maintenance, such as a fence repair, pole, or other special items not listed, the vendor will provide a quote to the board for the services to be done.

Inclement Weather/Acts of God/Natural Disaster:

In the event of inclement weather, acts of God, natural disasters, or when conditions or circumstances beyond the control of RL make the courts unplayable or unusable for any length of time, RL's staff will not be required to be on-premises and will receive contract payments in full. Courts will be evaluated after said event, and information will be shared with the management representative. Routine maintenance will resume as soon as conditions are safe and conducive to proper care. Any work to repair the courts beyond routine maintenance will be billed separately.

CONTRACT ASSUMPTIONS:

Lotus HOA will provide the following to Ryan Lauer LLC.

Will provide Hydro Blend court material at their expense.

Will provide a remote or bar code to get entry to the facility.

COMPENSATION:

The yearly cost to provide the comprehensive services outlined above is \$39,552.00 per year (\$3,296.00 a month), to be paid on the last day of each month. All checks will be written out to Ryan Lauer, LLC.

LENGTH OF CONTRACT:

The start date of the contract will be January 1, 2023, and will end on December 31, 2023. At any time within the contract period and with 30 days of written notice with or without cause, either party may terminate this contract. In the event of termination, all property belonging to Lotus HOA is to be returned upon termination. Monies due to Ryan Lauer LLC will be paid during the normal course of business upon submission of proper invoices.

CONTRACT RENEWAL: Lotus HOA will enter into negotiations for contract renewal within three months from contract termination to allow for adequate time for both parties to determine if they wish to continue with the relationship beyond. Should both parties wish to maintain a relationship, a new contract will be negotiated and approved no later than two months prior to the expiration date of the contract. If no negotiations are completed, the contract will auto-renew on a yearly basis with a 3% increase.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested by their respective duly authorized officers.

Lotus HOA

Name:(Please Print)

Title:(Please Print)

Signature:

Date:

Ryan Lauer LLC

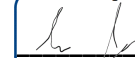
Ryan Lauer

Name:(Please Print)

President

Title:(Please Print)

DocuSigned by:



Signature:

10/18/2022

Date: