



**San De Vance Golf & Tennis Club Condominium Association No. 1, Inc.
Board of Directors Meeting**

Wednesday, October 14, 2026 @ 7:00 PM

Location: Clubhouse, 500 NW 67th Street, Boca Raton, FL 33487 (In Person and Virtual)

Online via Zoom (Video Conference)

Zoom Link:

<https://realmanage.zoom.us/j/97827410542?pwd=3WRtC4MSF71EQFrAsYKI7moDHYOqns.1>

Meeting ID: 97827410542

Passcode: 201548

One tap mobile:

+13092053325,,97827410542#,,, *201548# US

This meeting will be held in person and by video conference, and will be recorded.

Amended Agenda

This amended notice and agenda, dated October 12, 2026, supersedes the notice previously posted.

Copies of the contracts to be considered under Items 4b, 4c and 4d are attached to this notice.

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Approval of Minutes from September 14, 2026
4. New Business
 - a. Introduction of the New Management Company, RealManage
 - b. Ratification of the Management Agreement with RealManage
 - c. Ratification of the Janitorial Services Agreement with Oneness
 - d. Ratification of the Landscaping Services Agreement with Greenerway
 - e. Questions and Answers: Portal Training and Payments
5. Open Forum
6. Adjournment



San De Vance Golf & Tennis Club Condominium Association No.1 Inc.

CONFIDENTIAL MANAGEMENT AGREEMENT





Management Agreement

This Management Agreement is made and entered into as of the 28th day of August, 2026, by and between RealManage, LLC, (hereinafter referred to as “**Agent**”), and San De Vance Golf & Tennis Club Condominium Association No.1 Inc., located in Boca Raton, Florida (hereinafter referred to as “**Association**”). This Management Agreement, along with the Service Level Agreement, the Terms and Conditions, and the Fee Schedule, all attached or incorporated by reference herein as Exhibits A – C respectively, (collectively referred to as the “**Agreement**”) set forth the mutual understanding of the Agent and the Association (collectively referred to as the “**Parties**” and individually referred to as a “**Party**”).

Agreement Terms

Association Legal Name	San De Vance Golf & Tennis Club Condominium Association No.1 Inc.
Agent and Branch	RealManage, LLC – Southeast Florida
Commencement Date	10/1/2026
Initial and Renewal Term (years)	2 / 1
Units / Lots (current / at build-out)¹	172 / 172
Community Type	Condominium
Board Meeting Management	Quarterly
Common Area Monitoring Services	1x Weekly
Deed Restriction Management Visits	1x per month
Assessment Frequency	Monthly - Coupons

Pricing Schedule – Recurring Monthly Fees

Service	Explanation	Price Per Month
Monthly Management Fee for Community Management and Financial Management Services	Includes Services per Section 1 through 17 and Section 19	\$3,450.00
Total Recurring Monthly Management Fee		\$3,450.00

Pricing Schedule – One-Time Fees

Solution Setup (Section 20)	Waived
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¹ Management of any specific units not identified herein for developer accounts, such as management or assessment billings for individual boat slips, garages, parking spots, storage units, stables, etc., whether owned by the or individual owners.



In consideration of the terms, conditions, and covenants contained herein, the Parties agree as follows, and to the extent the below differs from the Service Level Agreement, Terms and Conditions, or Fee Schedule, as outlined in Exhibits A-C respectively, the below shall supersede.

1. **Appointment and Acceptance** - The Association hereby engages Agent under the terms and conditions of this Agreement as the exclusive Agent of the Association and its Common Areas, as defined in the Association's Organizational and Governing Documents. Agent hereby accepts such engagement and hereby agrees to use its reasonable, good faith efforts in the performance of its duties hereunder.
2. **Term of Agreement** – The term of this Management Agreement and all Exhibits herein (collectively, the “**Agreement**”) shall commence on the Commencement Date as set forth above and shall be automatically renewed for sequential terms of One (1) year unless this Agreement is terminated in accordance with the terms of Section 8 for Termination, as outlined herein. The Initial Term and any subsequent terms are referred to in this Agreement collectively as the “**Term**.”
3. **Service Level Agreement** - The Service Level Agreement attached to this Management Agreement as Exhibit A sets forth the mutual understanding between the Parties regarding the services to be performed.
4. **Standard Terms and Conditions** - The Standard Terms and Conditions attached to this Management Agreement as Exhibit B sets forth the mutual understanding between the Parties regarding the additional terms and conditions.
5. **Amendment** - No amendment, modification, or waiver of any of the provisions of this Agreement, or any future representation or promise shall be binding upon the Parties unless agreed to in writing by both Parties.
6. **Notices** - All notices pertaining to Breach, or Termination of the Agreement shall be in writing and shall be delivered personally or by overnight courier or mailed by U.S. mail with proof of delivery to the applicable Party at the address provided by the other Party. A copy shall also be sent via email. All other Notices may be sent via email. **Emails for notices are:**

If to the Association:

[Name]

[Title]

Email: [Email Address]

If to Agent:

RealManage, LLC

Attn: [Name/Title]

Email: [Email Address]

7. **Compensation** - The Association shall compensate the Agent for the services according to the terms of the Agreement.
 - a. **Payment for Services** - The Association shall deliver payments for the monthly fees (the “**Recurring Monthly Fees**”) in the amounts identified in the Management Agreement by ACH at the beginning of each month during the Term and otherwise as described herein. Recurring Monthly Fees will be considered late if unpaid by the 10th of the month due and will incur a 10% late fee.
 - b. **Payment for Additional Services** - The Association shall deliver payments by ACH at the beginning of the following month for services other than those specified in Exhibit A - the Service Level Agreement or configured in the Management Agreement itself in accordance with the then-current Fee Schedule on the Board Portal, unless otherwise agreed upon by the Parties in writing.



- c. **Sales Tax and Fees** - In the event that a sales tax is imposed on the payment and receipt of the Recurring Monthly Fees or other amounts payable to Agent under this Agreement, then the Association shall be responsible for the payment of such sales tax in the amount required by law.
- d. **Annual Escalation** - All fees identified in the Management Agreement and Exhibit C, are for the initial contract period from the Commencement Date to the end of the first calendar year included in the Term. At the beginning of each calendar year, the Agent may increase fees by 5%.

8. Termination

- a. **Termination by Mutual Agreement** - This Agreement may be terminated by mutual written consent of Agent and Association at any time, at which point both Parties may agree to transition services being provided by Agent to Association for sixty (60) days after termination at the already agreed upon recurring monthly management fee as outlined in the Management Agreement.
- b. **Termination without Cause** - This Agreement may be terminated at any time by either Party prior to the then current term with at least sixty (60) days but not more than one hundred and twenty (120) days written notice to the other Party.
 - i. **Termination without Cause by Agent** - In the event Agent terminates upon sixty (60) days written notice to Association, Agent shall be entitled to any amounts owing under the Agreement and Association agrees to allow Agent to offset such amounts against Association funds held or controlled..
 - ii. **Termination without Cause by Association** - In the event Association terminates upon sixty (60) days written notice during the Initial Term or subsequent terms (collectively, the “**Term**”) as outlined in the Management Agreement or as amended herein from time to time, the Agent shall only be entitled to amounts owing under the Agreement through the date of termination. If the Association terminates under this subsection without cause during the Initial Term, the Management Agent shall also be reimbursement the waived first month management fee and the waived initial set up fee. , The Association agrees to allow Agent to offset such amounts owed against Association funds held or controlled.
- c. **Termination upon Failure to Cure a Breach** - In the event that a Party (the “**Defaulting Party**”) materially breaches any term specified in this Agreement (a “**Breach**”), the other Party may terminate for reasons of Failure to Cure a Breach in accordance with the provisions of a written notice of failure to cure breach as outlined in this section.
 - i. **Written Notice of Failure to Cure a Breach** - In the event that the Defaulting Party breaches any term specified in this Agreement, the other Party must provide a written notice to the Defaulting Party to the address pursuant to the “Notices” section stated in the Management Agreement, that:
 1. Clearly states the words “Written Notice of Breach” and,
 2. Clearly states the Breach so that the Defaulting Party may cure said Breach.

The Defaulting Party shall have thirty (30) days after delivery of the Written Notice of Breach to cure said Breach. If the Breach is not cured by the forty-fifth (45th) day after deliver to the Defaulting Party, the other Party may terminate this Agreement by providing the Defaulting Party of a written notice that:

1. Clearly states the words “Termination Notice Due to Failure to Cure a Breach” and,
2. Clearly states any Breach previously identified in the Written Notice of Breach that has not been



cured during the thirty (30) day cure period.

If a Termination Notice Due to Failure to Cure a Breach is not delivered within sixty-five (65) days after delivery to the Defaulting Party of a Written Notice of Breach, then the Breach is to be considered cured. Resolution of any disagreement between the Parties as to whether the Breach has been cured shall be in accordance with the provisions of the Dispute Resolution section herein.

- d. **Termination upon Dissolution; Insolvency** - Notwithstanding the provisions of this Section 8, Agent may terminate this Agreement immediately upon dissolution of the Association or by written notice to the Association if there are insufficient operating funds to continue the operation of the Association and such deficiency continues for a period of ten (10) days after written notice of such deficiency from the Agent to the Association.

Other Terms – These Other Terms shall supersede any conflicting provision contained in the exhibits, but only to the extent of such conflict.

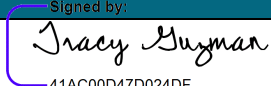
As required by Florida Statutes §468.4334(1)(c): The community association manager shall abide by all professional standards and record-keeping requirements imposed pursuant to part VIII of chapter 468, Florida Statutes.

The Monthly Management Fee for Community Management and Financial Management Services is Waived for the first (1) month of the Initial Term, provided this Agreement is fully executed by the Board on or before end of day August 21st 2026, conditioned upon the Agreement remaining in effect throughout the entire two (2)-year Initial Term. In the event the Agreement is terminated by the Association or otherwise expires prior to completion of the Initial Term for any reason other than Agent's uncured material breach, the Association shall reimburse Agent for the full amount of the waived Monthly Management Fee, which shall become immediately due and payable.

9. Exhibits:

- Exhibit A: Service Level Agreement
- Exhibit B: Standard Terms and Conditions
- Exhibit C: Fee Schedule

The undersigned represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective Party, has read and understands all of the provisions of this Agreement, and in consideration of these provisions executes this Agreement to be effective as of the Commencement Date.

Association		Agent
Signed by:  E519CF43F65B41C...		Signed by:  B01956C6F48749D...
Signature:		Signature:  41AC00D47D024DE
Name: Annie Demps	Paul Africano	Name: Tracy Guzman
Title: Treasurer	President	Title: President, SE FL Division
Date: 8/28/2026	8/28/2026	Date: 8/31/2026



Association Fed Tax ID#:

Association certifies that the Employer Identification Number provided above is the correct EIN for the Association and hereby authorizes Agent to execute IRS W-9 forms in the name of the Association



Exhibit A

Service Level Agreement

This Service Level Agreement sets forth the mutual understanding of the Agent and the Association, both as defined in the Management Agreement, with respect to the services to be provided by Agent for the management of the Association and its Common Areas. Agent shall perform these services on behalf of the Association in good faith, with commercially reasonable care, in the manner Agent believes to be in the best interest of the Association and in accordance with the terms of this Agreement and any Exhibits attached or incorporated by reference herein.

Services that are not specifically identified herein, and that are not specifically stated as agreed upon services to be performed within the parameters of this Agreement are not included as part of Agent's obligations under this Agreement. Additional services are available in accordance with the current Fee Schedule, attached hereto or incorporated by reference as Exhibit C and as may be amended from time to time, or at rates mutually agreed upon by both Parties at the time the work is authorized or as otherwise agreed. Please consult the Board Portal for the most current version of this Exhibit. There shall be no change to the services provided to the Association, without at least 30 days prior written notice to the Association.

Community Management Services (Sections 1 – 9)

1. Board Member Relationship Management

- a. Provide new Board of Directors orientation and training materials
- b. Provide guidance to Board members
- c. Respond to Board member questions and issues as reasonably possible by the end of next business day
- d. Maintain thorough familiarity with the bylaws and restrictions
- e. Monitor and disseminate new legislation, ordinances, court cases and other information pertinent to the Association
- f. Monitor and disseminate public notices/information pertinent to the Association

2. Board Meeting Management

- a. Prepare preliminary meeting agenda and meeting notice
- b. Prepare and publish electronic Board meeting packet
- c. Participate in the meeting per the meeting frequency as determined by the Board Meeting schedule (however, weekend meetings from Friday at 5 p.m. to Monday at 8 a.m. are not included)

3. Annual Meeting Management³

- a. Update list of all owners, declarants and other attendees
- b. Prepare meeting agenda and meeting packet
- c. Issue meeting notices, proxy statements and absentee ballots, as applicable
- d. Oversee registration of all attendees
- e. Facilitate the meeting if requested by the Board
- f. Provide annual Agent's report
- g. Explain financial condition and budget information
- h. Publish meeting materials within 30 days

4. Service Provider Relationship Management

- a. Provide Service Provider Management system
- b. Assist Board in the preparation of bid specifications
- c. Manage competitive bid process
- d. Analyze bids
- e. Selection of vendors, scheduling and monitoring of work
- f. Invoice approval and payment process (all utilities and insurance are to be paid by EFT if the vendor accepts EFT)

² Additional fees may apply for printed Board meeting booklets.



³ Agent reserves the right to require an independent outside counsel to run and tally the annual meeting results in the event of any particularly contentious election, with the Board to be notified in advance.

5. Amenity and Access Control Management⁴

- a. Manage access control systems
- b. Manage and distribute access control media
- c. Processing of any amenity rental fees or move-in or move-out fees and key, tag, or remote

6. Architectural Control Committee (ACC) Management

- a. Receive requests and copies of plans from owners
- b. Forward request to Board committee
- c. Notify owner of the status
- d. Facilitate and attend ACC appeals hearings when conducted during business hours or before/ after a scheduled evening Board meeting. Attendance outside of these parameters may be an additional expense.

7. Client Service Center

- a. Provide Client Service Center System
- b. Provide trained Client Service Representatives to provide personalized, multi-channel service and distribute information as appropriate
- c. Provide after-hours emergency call handling system
- d. Maintain owner database with contact history and interaction notes
- e. Monitor calls for quality of service and survey resident satisfaction

8. Web-Based Business Portals

- a. Provide Association with web-based business portals in compliance with applicable Florida law.
- b. Agent / Board Portal includes a web-based document archive and data management and reporting system with deed restriction violations, ACC, work order management, project/task management, communication log, AR delinquency, AP, lot information, directory, and financial reports
- c. Owner / Resident Portal includes a web-based document archive and resident services system with owner statements, assessment information, deed restriction information, directory, online payments and online service request forms
- d. Additional Portals: Vendor Portal, Attorney Portal, and Closing Portal

9. Site Monitoring and Deed Restriction Management⁵

- a. Provide Deed Restriction Management system
- b. Maintain Association restrictions information database
- c. Provide continuing deed restriction awareness content through articles for the newsletter and/or special mailouts
- d. Monitor property for compliance with restrictions based upon readily visible violations from Common Area streets, driveways and sidewalks
- e. Manage Deed Restriction Committee input
- f. Manage owner complaints of violations
- g. Notify owners and builders of violations via standard notices
- h. Manage owner disputes of violations
- i. Maintain violation log

⁴ Additional services fees apply for the fulfillment and replacement of access media such as: electronic key programming, key fobs, gate openers, remotes etc. and are billed directly to owners per the then current price schedule, or an equivalent amount is billed to the



Association if not paid directly by the owner for any reason.

⁵additional services fees may apply.

Financial Management Services (Sections 10 – 17)

10. Association Affairs Management

- a. Provide designated place of business
- b. Provide designated representative
- c. Manage corporate records book and minutes book
- d. Provide records storage
- e. Facilitate inspection of books and records by owners with prior appointments, or upon written request in accordance with applicable state laws
- f. Serve as a liaison with legal counsel, registered agent, or other professional services providers as necessary to oversee that all necessary filings, licenses and permits are properly prepared and filed in accordance with any applicable laws⁶

11. Financial Management⁷

- a. Providing Accounting and Financial Software
- b. Manage Accounts Payable
- c. Manage Accounts Receivable
- d. Manage General Ledger
- e. Prepare a proposed annual budget and forecast
- f. Bank account maintenance (additional fees apply for bank loan management)
- g. Reconcile monthly bank statements
- h. Manage disbursements and perform the required document processing
- i. Generate statements of account and/or resale certificates
- j. Facilitate cash management
- k. Prepare standard monthly financial reports by the 20th day following month-end and prepare standard year-end financial reports by the 45th day following year-end, each with standard account codes

12. Statements of Account & Resale Process Management⁸

- a. Provide Statement of Account/Resale Process Management Database
- b. Answer tax service, title company and mortgage company inquiries
- c. Answer homeowner inquiries

13. Transfer Process Management⁹

- a. Provide Transfer Process Management database
- b. Manage plat and lot/unit owner database
- c. Update Association records for new owner
- d. Generate transfer documentation
- e. Respond to lender questionnaires and certifications in accordance with the Standard Terms and Conditions in Exhibit B

14. Refinance Process Management⁹

- a. Provide Refinance Process Management database
- b. Answer tax service, title company and mortgage company inquiries
- c. Coordinate subordination agreement requests
- d. Generate refinance documentation

⁶ Legal fees, including but not limited to third-party legal fees, registered agent fees, search charges, filing fees, and any other legal costs incurred by Agent in relation to active suits brought by or against the Association, will be charged to the Association.

⁷ Additional services fees or pass through expenses may apply and additional service fees apply for check delivery to Board members. To the extent applicable, additional service fees apply and are billed directly to owners per the then current price schedule, or an equivalent amount is billed to the Association if not paid directly by the owner for any reason.



⁸ Additional service fees apply and are billed directly to owners per the then current price schedule, or an equivalent amount is billed to the Association if not paid directly by the owner for any reason.

15. Tax Management

- a. Provide Tax Management system and manage property taxes
- b. Maintain updated plat information
- c. Maintain property tax information within the proper jurisdictions
- d. Collate information for any required Federal or State tax return preparation and forward to independent tax vendor selected by Agent for preparation. To the extent applicable per state law, any extension required is at the expense of the Association to allow adequate time for final FYE financial review, audit, return preparation, and client signature
- e. Maintain property tax accounts, parcel identifiers and property tax invoice payments, where applicable
- f. Coordinate with the Association on required signatures for the required tax returns and submit to the applicable taxing authority
- g. Prepare and issue W-2s, 1099s and 1096s⁹

16. Insurance Management (All Premiums are Paid by the Association)

- a. Assist with the application for the following insurance policies as requested: liability; property; worker's compensation; Directors & Officers; Errors & Omissions
- b. Maintain a manager Fidelity Bond as required by Association or statute
- c. Maintain Association insurance policies including expiration dates and renewals

17. New Owner Welcome Process

- a. Mail out a welcome letter
- b. Maintain and update welcome packet and/or make information available online
- c. Distribution of access cards/keys to amenities as appropriate
- d. Alert Board to new owners (made available online)

Administrative and Collections Services (Sections 18 and 19)

18. Fulfillment Management¹⁰

- a. Provide community mailing services for regular mailings, special notices, deed restriction violations and annual meeting notices as required
- b. Standard mailers include all copies, faxes, office supplies and standard postage

19. Assessment Collections¹⁰

- a. Manage the fulfillment of standard assessment coupons, statements, or e-statements
- b. Issue replacement coupon books
- c. Manage EFT/ACH/e-check payment process
- d. Manage credit card payment process
- e. Collect and post to proper bank account
- f. Process checks without coupons and returned checks
- g. Provide delinquency management system
- h. Create and mail standard delinquency notices, debit statements and collection letters per the terms in the Management Agreement
- i. Create legal referral packet and submit to Association's attorney
- j. Coordinate with the Association attorney post-referral
- k. Process bankruptcy correspondence and coordinate information for Association attorney to draft and file Proof of Claim on behalf of Association
- l. Receive, research, review and process foreclosure documents for subsequent conveyance and collection

⁹ Additional fees or pass through expenses may apply.



¹⁰ Additional services fees apply and are billed to the Association and to the extent applicable, an equal charge will be added to the delinquent homeowner's account payable to the Association.

- m. Provide delinquency report
- n. Assess, collect and post late fees and finance charges (additional collections fees may apply for "Over 90 Days" accounts)
- o. Provide account payment plans, and any state mandated certified collection letters

20. New Community Set-Up Services

- a. Dedicatory instrument document scanning
- b. Vendor contract and insurance policy scanning
- c. DRV master configuration
- d. Maintenance master configuration
- e. Assessment rules configuration
- f. Collections process configuration
- g. Create Community Information Summary and Amenity Summary
- h. Create Legal Summary
- i. Create community forms
- j. Lot/unit set-up
- k. Owner information input
- l. Bank account set-up
- m. Financial records input
- n. Financial report mapping
- o. Budget input



Exhibit B

Standard Terms and Conditions

These Standard Terms and Conditions set forth the mutual understanding of the **Agent** and the **Association** (as defined in the Management Agreement respectively). The services and duties outlined herein are part of the Agreement between the Agent and the Association. While exercising good faith and reasonable care, the Agent shall perform management services on behalf of the Association and otherwise in accordance with these Standard Terms and Conditions outlined herein. Agent has no obligation to perform or carry out services that are not specifically identified within this Agreement. These Standard Terms and Conditions are subject to change from time to time by the Agent. As such, please consult the Board Portal for the current version.

1. **Agent's Duties and Responsibilities** - Agent shall carry out the decisions and policies enacted by the Association and shall provide guidance to the Association in the performance of its duties as set forth in the Association's governing documents and applicable laws. Agent shall perform management services on behalf of the Association in accordance with the terms of the Management Agreement and Service Level Agreement outlined herein. Agent agrees to assign a licensed Community Association Manager ("CAM") to provide management services to the Association. In the event the assigned CAM is unavailable due to illness, vacation, unforeseen circumstances, or other absence, Agent shall make a Senior CAM or another appropriately licensed CAM available to address issues that may arise during such absence. Furthermore, Agent represents and warrants that the person or persons employed by Agent to directly provide the management services under this Contract shall maintain, at all applicable times, the appropriate Community Association Management License issued by the Florida Department of Business & Professional Regulation, and that Agent shall otherwise comply with the applicable provisions of Chapter 468, Florida Statutes, as may be amended from time to time.
 - a. **Licensure** - The Agent shall obtain maintain all licenses, permits and approvals as are necessary to fulfill its obligations under this Agreement.
 - b. **Employees of the Agent** - The Agent shall assign a specific individual to be the primary representative of the Agent (the "**Agent Representative**") in carrying out its responsibilities under this Agreement. The Agent is free to hire employees and/or independent contractors at its discretion and may, at its discretion from time to time, change the Agent Representative. Upon written request from the Board for a change in the Agent Representative, the Agent shall make a change if reasonably possible.
 - c. **Communication**
 - i. **Board Communications** - The Agent intends to communicate primarily through its Agent Representative to the President of the Association. The Agent may communicate directly with the Board and committee members as necessary in support of their duties pertaining to their office and with the Association property owners ("**Owners**") as necessary in carrying out the Agent's authorized actions contemplated under this Agreement, including communications via email and the Board Portal. Agent and Agent Representative shall be fully entitled to act on behalf of the Association or the Board upon (i) authority delegated under this Agreement; (ii) written instructions received from the Board or the President of the Association; (iii) communications occurring in meetings of the Board or its committees; or (iv) instructions posted on the Board Portal. Agent may act in reliance upon any instruction, instrument or signature reasonably believed by Agent to be genuine. In the event of conflicting instructions from the Board, Agent will seek and follow instructions from the Board President for resolution and clarification. The Agent will notify the Association pursuant to this Section 1(c) of any changes to its mailing address.
 - ii. **Owner Communications** - Owners should communicate with Agent primarily through the Client Service Representatives in the Agent's Client Service Group or through their private Resident Portal where Owners self-serve and access the most pertinent information. The following contact information will be provided for owners:
 - Main website URL: www.RealManage.com
 - Client Service Group email address: realservice@ciramail.com
 - Client Service Group phone number: 1.866.4.RealService (1.866.473.2573)
 - iii. **Signage** - Upon written approval by the Board, Agent shall place signage on the Association property, in a



style and design consistent with the property, with the name, logo, and contact information for the Agent.

- iv. **Marketing** - Agent is authorized to reference Association in its company marketing materials.
- d. **Response Time** - Agent shall use commercially reasonable efforts to respond to each communication from the Association prior to the end of the next business day following delivery of verbal or electronic communication and within one business week for written communication. Association understands that Agent represents other clients and the Association (through its President or its Board) and Agent shall mutually agree upon a reasonable time to respond or complete an assigned task and that, lacking such agreement, it shall be the sole determination of the Agent to use its reasonable discretion to prioritize the task given its other responsibilities and the appropriate level of urgency or entity.
- e. **Financial Accounts**
 - i. **Operating Account** - The Agent is authorized to establish and maintain bank account(s) in the name of the Association for the Association's operating funds with a federally-insured financial institution selected by Agent. Agent account may include two (2) Board members and the Agent as signatories. The Agent shall not commingle any of the Association's operating funds with any funds or other property of the Agent or of any other person or entity, except for cash receipts and other situations where it is not possible to keep funds separate, which Agent may deposit to a central account, provided an equivalent amount is promptly deposited to the Association account. .
 - ii. **Reserve Account** - The Agent is authorized to establish and maintain one or more reserve account(s) in the name of the Association for the Association's reserve funds in accordance with the Board's instruction. All reserve accounts established for the Association shall include two (2) Board members and the Agent as signatories. The Agent shall not commingle any such funds with any funds or other property of the Agent or of any other person or entity. The Association agrees that the Agent is not a financial advisor or investment manager and does not recommend investment strategies for the Association. .
 - iii. **Disbursement Authority** - The Agent is granted the authority to make all required disbursements based on Board approval or in accordance with Board-approved system configuration. In the event that there is no approved budget in the current year, the previous year's budget shall prevail or apply. The Agent is granted the authority to make all required fund transfers between the Association's Operating and Reserve Accounts as needed to facilitate the Association's proper cash management. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of the Assessments, nor shall the Agent be obligated to incur any liability for the account of the Association.
 - iv. **Financial Institution Arrangements** - The Agent has entered into or may enter into, arrangements with one or more banks relating to the Services to be provided to the Association, such as the ability to integrate and automate processes with Agent's proprietary software. In turn, the banks provide to the Agent certain services which involve, or are incidental to, a normal banking function (the "**Banking Services**"), and the banks may provide these Banking Services to the Agent either directly or through third parties.
- f. **Agent's Affiliated or Partner Companies** - Agent's Affiliated or Partner Companies: Agent provides certain services to community associations in a business and/or fiscal relationship through Agent's legal affiliates: CiraConnect, LLC and CiraConnect Insurance Services, LP doing business as RealManage Insurance Services. Association is not obligated in any manner to directly use any of the aforementioned to perform services other than those utilized by Agent under this Agreement.
- g. **Agent's Insurance** - st. The Agent shall maintain in full force and effect General Liability, Commercial Auto Liability, Umbrella/Excess Liability, Fidelity/Crime Insurance, Cyber Liability, and to the extent required by prevailing state statute, a Worker's Compensation and Employers Liability insurance policy. Agent will provide Certificates of Insurance upon request.
- h. **Competitive Bids**
 - i. Large capital expenditures shall be awarded on the basis of competitive bidding practice in accordance with Florida law, and accompanied by Agent's summary and analysis as to the most acceptable or suitable bid. The Association shall be free to accept or reject any and all bids.
 - ii. For maintenance requirements not exceeding twenty-five thousand dollars (\$25,000), Agent is authorized to



assign the work to a reliable vendor without competitive bidding. Agent may from time to time elect to use its own employees or agents for such services to the Association to the extent that a license is not required to perform such maintenance and will be compensated at the employee's hourly rate in those instances. If applicable, competitive bidding shall be utilized in compliance with Florida Statute 718.3026, as same may be amended from time to time.

i. Construction and Claim Administration Services

- i. Projects in excess of \$25,000** - For construction or repair projects exceeding twenty-five thousand dollars (\$25,000), Agent may, if the Association requests same, provide project administration services through its Construction Services division, which includes developing a scope of work, preparing requests for proposals, and soliciting and evaluating contractor bids. If the Board chooses to retain the Construction Services division, they will assign a

Construction Services Manager to coordinate Board's selected contractors, communicate with affected stakeholders, and administer the construction project through completion. For these services, Agent will bill the Association a project administration fee of up to ten percent (10%) of the approved bid price, unless agreed otherwise with the Board prior to commencement of services. Notwithstanding the foregoing, there is no charge to the Association directly for construction or repair project administration when the Association selects one of Agent's Affiliated or Partner Companies.

- ii. Insurance Claim Administration** - The Association recognizes that in the event of a claim to the Association, that there is a substantial and significant commitment made by the Agent in excess of the scope of this Agreement. Association acknowledges that the administration of insurance claims may still require services beyond the scope of the dedicated on-site personnel's ordinary duties. To the extent the claim administration services are performed by the reimbursed dedicated personnel, such costs ("Claim Administration Services Costs") are deemed included in the reimbursed salary and markup. To the extent additional resources are required from the Agent, Agent shall notify the Association of same, and then should the Association agree to continue using Agent for such Insurance Claim Administration services, the Association agrees that the Claim Administration Services Costs shall be billed as a claim administration charge of up to five percent (5%) of the claim amount or such other amount as mutually agreed. Claim Administration Services Costs shall be regarded as part of the loss and shall be included with the claim paid by the insurance carrier for the Association. The insurance agent representing the Association shall be notified of this contract provision and shall ensure that any insurance policy bound provides an endorsement or considerations for these fees, specifically for the purposes of preparing and certifying details from a covered cause of loss to covered property.

- iii. Affiliations** - Association acknowledges that Agent may be affiliated with third party service providers. Agent maintains these affiliations in order to ensure Association has access to relevant service products and providers that have been pre-vetted by Agent. Association, in its sole discretion, may choose to use other service providers. To the extent requested by the Board, Association may evaluate opportunities for any additional revenue streams and/or additional cost-savings that may be available to the Association by utilizing Agent's preferred vendor network managed by Agent's Vendor Services division. In order to offset costs associated with vendor management, such as project administration services as well as its vetting of preferred vendors, Agent may charge vendors a contract administration fee and as such, there is no charge for construction or repair project administration if the Association selects one of Agent's Affiliated or Partner Companies. Association is not obligated in any manner to use any of Agent's affiliated or related companies or divisions to perform services other than those provided by Agent under this Agreement, nor is Agent precluded from obtaining competitive bids, when required, to present to the Board for approval. Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

- i. Lender Questionnaires and Certifications** - The Agent is authorized to answer questions provided by lenders and charge the requestor for the service, depending on the nature of the requests. The Agent will answer the questions solely as an agent for the Association to the best of the Agent's ability based upon the information that is known and



tracked by the Agent. The Agent is also authorized to refuse to answer any or all questions if the information is not readily available, verifiable, or could be perceived as providing a legal opinion. The Agent is further authorized to seek counsel from the Association's attorney of record as required for responses, with the cost of such counsel borne by the Association or passed onto the lender that originated the request. The Association has the right to "opt-out" of this service with prior written notice to the Agent.

- j. **Legal, Auditing, Social Media Management, and Security Services** - Association acknowledges that Agent is not a law firm, is not licensed to practice law and does not provide legal services, and the services provided pursuant to this Agreement do not include the rendering of legal services by the Agent or any Agent Representative. Agent is not an accounting or auditing firm, is not licensed to practice accounting or auditing services, and will provide only the accounting services expressly outlined in this Agreement. Agent is not in the business of providing security guards and/or other security services, is not licensed as such, and the services pursuant to this Agreement do not include providing security systems to protect the Common Areas or the real or personal property of any owner and as such, Agent shall not be liable for any loss or damage by the inadequacy or ineffectiveness of any security systems.

Moreover, Agent and its representatives are not responsible for reviewing security footage obtained by or on behalf of Association's third-party vendor. The Association is solely responsible for the creation and maintenance of their social media accounts or any blogs or blog-like platforms, and Association shall assume all liability from any actions stemming from its social media including, but not limited to, any posts, comments, pictures, or videos.

- k. **Agent Employees and Representatives** - Agent and Agent Representatives are, in addition to the other requirements of this Agreement, required to perform their duties diligently, and shall be held accountable to acting honestly, fairly, and in good faith in accordance with the internal standards set and expected by Agent.

- 2. **Association's Duties and Responsibilities** - The Association shall fulfill the following duties and responsibilities and the Board shall exercise oversight and governance of the Association and provide such guidance and policies to the Agent as necessary so that the Agent can efficiently carry out its duties as contemplated in this Agreement. The Board shall not inhibit the Agent in any way in the performance of the duties required by this Agreement and to do so is considered a breach of this Agreement.

- a. **Policies** - The Board shall clearly communicate in writing its policies to the Agent pertaining to deed restriction enforcement guidelines, architectural guidelines and general community activities.
- b. **Committees** - The Board may establish and maintain committees in accordance with the Organizational Documents to facilitate the operation of the Association.
- c. **Budgets** - The Board shall be responsible for the approval of the annual operating budgets and the reserve budget as well as for setting the assessments, both regular and special in nature. Unless otherwise agreed to by both parties, all special assessments will be billed on the same frequency as regular assessments.
- d. **Licensure** - The Association shall maintain all licenses, permits and approvals as are necessary to operate the Association.
- e. **Association Insurance**

- i. Agent, through an Insurance Brokerage Consultant, selected by Agent, will provide, if requested by the Association, insurance brokerage and consulting services to Association to obtain competitive insurance premiums. Agent's Insurance Brokerage Consultant utilizes their specialized expertise in Community Association Insurance by obtaining quotes from the highest rated insurance companies on behalf of the Association. The Insurance Consultant will review the insurance specifications outlined in the documents, create submissions and solicit quotes, review all quotes received and present to the Association's Board for final approval. There is no additional charge for this service to the Association. The Association shall not be required to utilize the Agent's Insurance Brokerage Consultant.
- ii. Subject to Board approval, Association gives the Agent permission to send a Broker of Record change to the Association's current insurance providers stating that the Association wishes to name RealManage Insurance Services as its exclusive representative effective immediately for all lines of business, currently in force or submitted by application.
- iii. The Association shall maintain in full force and effect at all times and at its own expense a general liability



insurance with limits equal to or greater than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, in addition, the Association will also carry Excess Liability with a minimum of \$2,000,000, to which all coverages shall indemnify Agent for any employ-related claims of management staff.

- iv. Agent shall be named as an additional insured on the Association's general liability insurance, along with a waiver of subrogation reasonably acceptable to Agent.
- v. The Association shall also maintain in full force and effect 1) Directors and Officers coverage, 2) Fidelity/Crime insurance that includes (a) Employee Theft, and (b) Computer and Funds Transfer Fraud Coverage, with a minimum limit equal to the equivalent of three (3) months' assessments plus the amount of reserve funds held by the Association, or \$250,000, whichever is greater, for each coverage, 3) Cyber Liability with limits of, at minimum, \$250,000, and 4) the Association shall also maintain in full force and effect Workers Compensation, on at minimum 'If Any' basis, insurance in amounts as required by law, and any other insurance policies or coverages in amounts as required by law. The policies shall name the Agent as an Insured. Should the Association fail to meet all obligations of this Section 2(e), it shall constitute a breach of this Agreement by the Association. Should a breach of Section 2(e) occur, Agent may, at its sole option, terminate this Agreement upon written notice to Association. The Association policies under this Section 2(e) shall be primary and noncontributory to any insurance carried by the Agent. The companies providing insurance for the Association under this Section 2(e) shall be acceptable to Agent. Following written notice from Agent that the Association does not have evidence that the aforementioned coverages are in full force and effect, Agent may, but is not obligated to, secure such coverages or policies on behalf of the Association, including naming RealManage Insurance Services as its exclusive representative in such instance.
- f. **No Other Agent** - The Association shall not engage any other person or entity with respect to managing the Association or the Common Area during the Term of this Agreement.
- g. **Disaster Preparedness** - The Board will select one of Agent's recommended restoration contractors ("Disaster Preparedness Partner") to implement a disaster preparedness agreement ("DPA"). The DPA should address Association needs for emergency response, loss mitigation, restoration and reconstruction. In the event the Board cannot be reached and Agent determines immediate emergency response and loss mitigation is in the best interest of the Association, Agent is authorized to engage the Board's selected Disaster Preparedness Partner.
- h. **Communications** - The Association and the Board shall communicate primarily through the President of the Association to the Agent Representative, and each such written communication from the President or any other member of the Board is deemed to be made with the full authorization of the Association and the Board. The Board and committee members shall use all reasonable efforts to respond to all Agent communications (from the Representative or otherwise) in a timely fashion according to the agreed upon due dates in order to facilitate the operation of the Association, including any communications via the Board Portal. The Association will notify the Agent pursuant to this Section 2(g) of any changes to the President's or other Board members' mailing addresses. All Association-related communications are subject to Board review upon written request.
- i. **Taxpayer Identification Number** - The Association acknowledges that its Taxpayer Identification Number (TIN) must be provided to the Agent at the time this Agreement is executed. Failure to provide a valid TIN will interfere with the Agent's ability to perform duties outlined in this Agreement.
- j. **Financial Accounts** - The Board shall provide specific instructions to the Agent regarding the investment strategy for the Association's financial account(s). The Association acknowledges and agrees that it will not close out any Association bank account(s) without providing ten (10) days' written notice to Agent prior to closing out said account.
- k. **Association Data** - The Association if it is self-managed, or the Association's previous management company shall promptly deliver to the Agent complete and accurate (i) data pertaining specifically to the operation of the Association, such as lists of the members of the Board, the Association's officers and the owners and their respective addresses, phone numbers and e-mail addresses, the Association's financial reports and Organizational Documents, that is necessary for Agent to fulfill its obligations under this Agreement; (ii) copies of all legal documents applicable to the Association and the Common Area (as well as any amendments to such documents), including without limitation any renderings of plat maps, each in an electronic format acceptable to Agent; (iii) information from the previous agent,



when applicable; or (iv) any information collected or generated during the Term of this Agreement by the Association, the Board or by other third parties (collectively the “Data”). Such Data supplied to the Agent shall be deemed to be complete and accurate without further attempts to verify the accuracy by the Agent.

- l. **Collections** - The Association grants Agent the delegated authority to refer delinquent homeowner accounts in accordance with the Association’s collections guidelines and to the extent possible, in accordance with the Agent’s standard collections configurations. Agent shall make such referrals to a collection’s attorney on behalf of the Association whom the Board has engaged with.
- m. **Legislative Actions** - Association agrees to reimburse Agent for any additional time that results from a change in legislation that requires Agent to perform additional duties to confirm compliance or to directly or indirectly bring the Association into compliance. In the event of legislative requirements that are to significantly alter Agent’s management of Association, Agent shall promptly notify the Board of any additional fees.
- n. **Association Board and Representatives** - Association Board and Representatives are, in addition to the other requirements of this Agreement, required to perform their duties diligently, and shall be held accountable to acting honestly, fairly, and in good faith in accordance with the standards set and expected by the Association.
- o. **Recruiting Costs** - Association acknowledges and agrees that Agent is providing employees for the purposes of managing Association with reduced recruiting costs being borne by Association. As such, Association agrees that it shall not, during the Term of the Agreement or at any time for one (1) year after the Term of the Agreement, directly or indirectly solicit for employment or hire or utilize the services of any employee or representative of the Agent or assist any third party doing so. Any violation to this Section 2(n) shall entitle Agent to the equivalent of half of the employee’s annual wage as a fee.

3. **Indemnification of Association and Agent**

- a. Agent agrees to indemnify and hold harmless the Association and its directors from and against actual damage, loss, liability, and expense (including court costs and reasonable attorney’s fees) arising out of any acts or omissions of the Agent while performing the Agent’s duties and obligations under this Agreement or any behavior/act that constitutes willful misconduct, gross negligence, or criminal act unless the cause of such loss was caused by the Association.
- b. The Association shall protect, defend, indemnify, and hold harmless the Agent, its officers, directors, shareholders, owners, employees, agents, contractors, successors and assigns (each a “**Agent Party**”), from and against all damage, loss, liability, and expense (including court costs and reasonable attorney’s fees) arising out of the performance by the Agent of its obligations and duties hereunder in accordance with the terms thereof, **including any negligent actions taken by or on behalf of Agent in accordance with instruction from the Association pursuant to the obligations and duties under this Agreement.** Notwithstanding the foregoing, Association shall have no obligation to indemnify Agent for acts or omissions under this Agreement which willful misconduct, gross negligence, or criminal act, unless the cause of such loss was the result of Agent Party fulfilling direction given by Association. Additionally, the Association will not be liable or responsible for indemnification to Agent for any incident or claim that occurs due to actions of Agent or its employees whereby the incident or claim is outside the specified scope of Agent as stated in this Agreement, that violates a criminal law, derives an improper personal benefit, either directly or indirectly; is reckless, or in bad faith, is with malicious purpose, or is in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

4. **Limitation of Liability** In no event shall any Agent Party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or lost profits or lost savings arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the Association has been advised of the possibility of such damages. Except for the services to be provided by Agent expressly described herein, Agent specifically disclaims any and all warranties of any kind, whether express, implied, or statutory, including any warranties of merchantability and fitness for a particular purpose.

5. **Actions Upon Termination Date** - For the avoidance of doubt, Termination Date shall mean the last date upon which Agent



is to provide Association with services pursuant to this Agreement. Upon the Termination Date of this Agreement, the Parties' rights and obligations shall include the following:

- a. Upon Notice of Termination:
 - i. Agent will cease preparation of the upcoming fiscal year's annual budget.
 - ii. Agent will cease some assessment billing and collection functions.
 - iii. Agent will cease to hire staff for any open positions.
- b. Approximately ten (10) days prior to Termination Date:
 - i. Agent will cease vendor accounts payable functions.
- c. Upon Termination Date:
 - i. All unpaid management fees, reimbursable expenses, and other expenses due to Agent shall immediately become due and payable.
 - ii. The Association shall allow the Agent to offset such amounts against Association funds held or controlled until all invoices, payments, and/or penalty fees have been reconciled accordingly.
- d. Within two (2) business days following Termination Date, the Agent shall deliver the following items to the Board or its designated representative:
 - i. Keys to common areas
 - ii. Personal property of the Association
 - iii. Petty cash
 - iv. Physical files in Agent's possession
 - v. Removal of any Agent's signage
- e. Within ten (10) business days following Termination Date, the Agent shall deliver the following items to the Board or its designated representative:
 - i. Lot/unit owner roster as of the final day of management
 - ii. Copies of all of the governing documents
 - iii. Copies of all vendor contracts and contact information
 - iv. Copies of all insurance policies
 - v. Copies of all board clarifications, resolutions, and policies
 - vi. Bank names
 - vii. Federal employer tax identification number
 - viii. Account numbers
 - ix. Contact information and balance information
 - x. Check to fund the community's new operating account
 - xi. Check(s) to fund reserve account(s)
- f. Within twenty (20) business days following Termination Date, the Agent shall deliver the following items to the Board or its designated representative:
 - i. Copies of all documents in Agent's possession except information deemed by Agent to be proprietary in nature (such deliver may be in electronic format as determined by Agent).
 - ii. Financial statements for the final accounting period
 - iii. All remaining funds of the Association subject to the limitations stated in Section 5(c) herein.
- g. Any time following thirty (30) days after Termination Date:
 - i. The Association's access to the Board Portal shall be terminated thirty (30) days after Termination Date.
 - ii. All responsibility of Agent to Association ceases; thereafter any requests for documents, records or information of any sort shall be subject to the Agent's then current price schedule for such services, unless it is as a result of Agent's failure to comply with any of the above.
 - iii. The Board and/or its designated representative shall receive access information for the electronic files and shall have such access to the documents within the files in accordance with the terms herein for a period of ninety (90) days after termination, after which point, access to the Board and/or its designated representative shall terminate.



6. **Intellectual Property Rights** - Under this Agreement, the term “**Intellectual Property Rights**” means any and all patents (including all reissues, divisions, continuations and extensions of such patents), patent applications, trademarks, trademark registrations, service marks, tradenames, any other names and slogans embodying business, product or service goodwill or any copyrights, designs, trade secrets, inventions, know-how, processes or other confidential or proprietary information.

a. **Intellectual Property Rights of Agent**

- i. The Association acknowledges and agrees that, during and after the Term, except for the rights granted to the Association under this Agreement, the Association shall have no right, title or interest in, to and under any and all Intellectual Property Rights as defined herein, relating to, arising out of or in connection with (i) the Agent’s corporate or any other business names or logos, (ii) the Services, (iii) the software (use code and source code) and other technology used by the Agent to provide the Services, including without limitation programs, methods of processing, improvements, modifications, enhancements and other proprietary rights inherent in and appurtenant thereto (the “**Applications**”), or (iv) any user manuals or other documentation prepared by or on behalf of the Agent describing the Services, the methods of such Services, or the functionality of any of the Applications (the “**Documentation**”).
- ii. The Association shall not and will cause each of its affiliates and representatives not to, (i) make any modifications to or derivations of the Applications, the Services or the Documentation or (ii) reverse engineer or otherwise attempt to reproduce all or any part of the Applications. If the Association or any of its affiliates or representatives make any modification, alteration or enhancement with or without the Agent’s written consent to the Applications, the Services or the Documentation, such modification, alteration or enhancement, including all Intellectual Property Rights related thereto, will be and remain the sole and exclusive property of the Agent.
- iii. The Association will ensure that any proprietary notices or legends of Agent contained in or on any copy of the Applications, the Services or the Documentation remain in or on the original and copies thereof. The Association will not attempt to obtain or to adversely affect any Intellectual Property Rights relating to, arising out of or in connection with the Applications, the Services or the Documentation or any part thereof.

b. **Intellectual Property Rights of Association** - The Association hereby grants the Agent the unrestricted right, subject to the provisions of Confidentiality as outlined in Section 7 below, to use the Data in the performance of Agent’s obligations under this Agreement. Agent acknowledges and agrees that, during and after the Term, except as contemplated by this Agreement, Agent will have no right, title or interest in, to and under any and all Intellectual Property Rights relating to the Data.

7. **Confidentiality**

- a. Unless directed to do so by the Board in writing, the Agent shall not release or distribute the names, addresses, emails or phone numbers of Association members to third parties without the consent of such members except as required to fulfill its duties as Agent, directed by Association’s attorney, or upon proper written request by a homeowner in accordance with applicable state law.
- b. In connection with this Agreement, each Party will disclose (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) certain oral and written information and material concerning the Disclosing Party’s business, including but not limited to information regarding the Services, Applications and Documentation disclosed by the Agent and information regarding the Data disclosed by the Association, together with any other information disclosed by a Disclosing Party to Recipient and marked as confidential (such information and material of any Party, together with information pertaining to the economic terms of this Agreement, is referred to in this Agreement as “**Confidential Information**”). Each Party agrees that it will hold the Confidential Information of the Disclosing Party in strict confidence and will not disclose any of such information to any person or entity other than to Recipient’s officers, director, managers, partners, employees, independent contractors, attorneys, accountants and current or prospective lenders or investors; provided, however, that Recipient shall cause all such persons to comply with the terms of this Section 7. The obligations contained in this Section 7 shall not apply to information that: (i) is developed by Recipient independent of the Disclosing Party and its Confidential Information, as evidenced by written or electronic documentation; (ii) has passed into the public domain through no act or omission of Recipient in violation of this



Agreement; (iii) is lawfully received by Recipient from a third party that, to Recipient's knowledge after due inquiry, does not breach an obligation of confidentiality relating to such information; or (iv) is required to be disclosed by Recipient pursuant to an applicable regulation (including as a result of filings with the Securities and Exchange Commission) or an order issued by a court of law or any federal, state or municipal regulatory or administrative agency or any other applicable law or legal process. Notwithstanding the foregoing, nothing in this provision shall exclude the Association from disclosing information to homeowners as required under Florida Statutes 718, 719, and 720.

8. **Injunctive Relief** - Notwithstanding any other provision of this Agreement, the Parties understand and agree that remedies at law would be inadequate in the case of any breach of the provisions of Section 2(f) (No Other Agent), Section 2(n) (Recruiting Costs), Section 6(a) (Intellectual Property Rights of Agent), Section 6(b) (Intellectual Property Rights of Association), and Section 7 (Confidentiality), and the Parties agree that each Party will be entitled to equitable relief, including the remedy of specific performance, without posting of bond or other security unless required by law, with respect to any breach or attempted breach of such provisions.

9. General

- a. **Entire Agreement** - These Standard Terms and Conditions, as hereafter amended from time to time, along with the Management Agreement, Service Level Agreement and Exhibits attached or incorporated by reference herein, set forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all previous agreements between the Parties, whether written or oral, with respect to the subject matter hereof.
- b. **Force Majeure** - No Party shall be liable for failure of performance under this Agreement (except for failure to pay amounts owing) due to war (declared or undeclared), fire, flood, interruption of transportation, embargo, accident, explosion, governmental order, regulations, restrictions, rationing or by strike, lockout or any other cause beyond the reasonable control of such Party. Any suspension of performance by reason of this provision shall be limited to the period during which such cause of failure exists, and any Party that is not performing hereunder in accordance with this Section 9(b) shall immediately resume its performance hereunder at the time such cause of the failure no longer exists. Any such suspension shall not affect the running of the Term. Notice of any such disability and any abatement shall be promptly delivered to the other Party by the Party claiming the benefit of this Section 9(b).
- c. **Severability** - If any provision of this Agreement is held to be unenforceable under applicable law, such unenforceability shall not affect the other provisions of this Agreement and this Agreement shall be construed as if the unenforceable provision(s) had been excluded, and the remainder of the Agreement shall be enforceable in accordance with its terms.
- d. **Waiver** - The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- e. **Assignability** - Neither Agent nor Association shall not assign its rights or obligations hereunder without the prior written consent of the other party, not to be unreasonably withheld. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. No provisions of this Agreement are intended, nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other person or entity, except as specifically provided in this Agreement with respect to the Agent Parties and the Association Parties.
- f. **Interpretation** - When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section or Exhibit of or to this Agreement unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Words such as "include," "includes," or "including" are used in this Agreement and shall be deemed to be followed by the words "without limitation" or words of similar import. "Business Day" means any day other than any Saturday, Sunday and any other day on which banks chartered by the U.S. government are authorized to be closed.
- g. **Counterparts; Facsimile Signature** - This Agreement may be executed in counterparts (and by facsimile signatures), each of which shall be deemed an original and all of which shall constitute one and the same original agreement.
- h. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the state in which the Association is located, and venue for any action by any party to this Agreement against any other party shall



be brought in the county where the Association is located.

- i. **Dispute Resolution** - Except for any efforts to obtain injunctive relief, as provided for in Section 8, which may be pursued without regard to this Section 9(i), any dispute between any Agent Party and any Association Party including, but not limited to those arising out of this Agreement, personal injury, an interpretation (the “**Claim**”) of any portion of this Agreement or its application to a party, such claim, dispute, or desired interpretation shall be resolved exclusively by the following procedure:
 - i. **Notice of Claim** - Within thirty (30) days after a Claim arises, the party asserting the claim (the “**Claimant**”) shall notify the other party (the “**Respondent**”) in writing of the Claim (the “**Notice**”). The Notice shall provide i) a reasonably detailed statement of the Claim, including the elements of the Claim, cause, effect and any alleged damages; and ii) the proposed resolution or relief sought by the Claimant.
 - ii. **Conference** - Within thirty (30) days after receipt of the Notice, the Parties shall meet with or without legal counsel, and discuss the Claim in good faith, for the purpose of resolution.
 - iii. **Mediation** - If the Parties do not resolve a Claim through the foregoing conference process within thirty (30) days after receipt of the Notice (or within any other period of time as may be mutually agreed upon by the Parties) (the “**Termination of Negotiations**”), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation administered by the American Arbitration Association (or such other mediator, individual or dispute resolution service mutually agreed upon by the Parties). If Claimant fails to submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant will be deemed to have waived the Claim, and Respondent will be deemed the prevailing party, released and discharged from any and all liability to Claimant arising out of the Claim. The costs of the mediation, mediator and administration of the mediation will be divided equally among the Parties.
 - iv. **Binding Arbitration** - If mediation is not successful, the Parties agree to proceed to binding arbitration to be conducted in the closest metropolitan area to and state where the Association is located but only by the agreement of the Parties to the dispute. In the event that mediation was attempted but was unsuccessful **and** the Parties do not agree to arbitrate, then suit may be filed by either Party.
- j. **Attorney Fees** - If either Party hereto shall seek legal action to enforce the terms and conditions hereof, or to settle any and all claims, disputes or other matters in question arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs, taxable or otherwise, at trial and through any and all court proceedings, including but not limited to any and all appeals, from the other Party. The prevailing Party shall also be entitled to attorneys’ fees and costs incurred in any proceeding to address entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of recoverable attorneys’ fees and costs.
- k. **Survival; Limitations Period** - Notwithstanding any other provisions in this Agreement, provisions relating to Compensation, Indemnification, Limitation of Liability, Intellectual Property Rights of Agent and of Association, Confidentiality, Injunctive Relief, and the General terms of this Section 9 herein shall survive the termination or expiration of the Term, in whole or in part. **A Party (including any Agent Party and any Association Party) shall assert any cause of action or other claim (including under the Indemnification provision of the Agreement) against a Party relating to, arising out of or in connection with this Agreement within twelve (12) months of the time the person or entity knew or should have known of such claim, or within the statute of limitations to the extent applicable, otherwise, any right to any such claim will have been forfeited.**
- l. **Cumulative Remedies** - Any exercise by a Party hereto of its rights under this Agreement shall be cumulative and in addition to any other remedies to which that Party may be entitled.
- m. **Status** - The Agent shall at all times during the Term be and act as an independent contractor of the Association with respect to its rights and obligations under this Agreement. This Agreement does not and shall not be deemed to create a joint venture, partnership or employer-employee relationship between the Association and the Agent. The Parties agree that Agent is deemed not to have the duties of a trustee or other fiduciary with respect to the Association, the homeowners or the Board, or any of the tasks Agent shall perform for the Association pursuant to this Agreement.
- n. **Authority** - If the Association is incorporated, it is understood and so assured by the signer that the person signing on behalf of the Association is a duly elected officer thereof and has corporate authority to execute contracts. If Association is un-incorporated, and this Agreement is signed by both Parties prior to the first (organizational)



homeowners meeting, it is understood and assured by the person signing on behalf of the Association that the Association automatically assumes or will assume the full legal obligations of this Agreement for the full term stated in this Agreement and that no provisions to the contrary are or will be included in the Association's Covenants, Conditions and Restrictions or Bylaws.



Exhibit C



Master Fee Schedule

As of November 1, 2025¹

Collections Services - Based on Usage and Billed to Association ²		Summit Towers Rate
Late Notice/Debit Statement ³		\$7.50 each
Delinquent Accounts - Collection Letter Fee ³		\$27.50 each
Coupon Replacement Fee ³		\$10.00 each
Returned Payment Charge (NSF Fee) ³		\$35.00 each
Statutory Collection Demand Letters ³		\$55.00 each
Title Search ³		Waived
Attorney Referral ³		\$255.00 each
Administrative Services - Based on Usage and Billed to Association		San De Vance Rate
Deed Restriction Violation (DRV) / Violation Letter		Included
Standard assessment statement		Not Applicable
Standard assessment e-statement		Not Applicable
Coupon book		Included
Certified Letter		Included
Administration of DRV/Violation Fines		Included
Rush Check Fee		Included
Management Certificate		Included
Registered Agent		Included
Annual Report or State Tax Reporting (as applicable)		Included
Off-ramping Fee - Terminating Associations		Waived
Non-partner Bank Fee		Included
Special Assessment Set-Up Fee		\$12.50 per assessable unit setup (\$500 minimum)
Special Assessment Monthly Financial Management		\$4.50 per assessable unit per month (\$500 minimum per month)
1099 Processing		Included
Mass Communications (Option selected on Exhibit A):		
Option 1) Subscription - Includes unlimited mass emails and SMS/MMS text messages. Option 2) Pay for each use		Included
Dedicated On-Site Staffing		San De Vance Rate
Recruitment: On-site Filled Positions - Part-time		Included
Recruitment: On-site Filled Positions - Hourly		Included
Recruitment: On-site Filled Positions - Salary		Included
On-site staff computer equipment, software and support expense		\$195.00 per laptop/computer user/month \$130.00 per tablet user/month
On-site staff cell phone reimbursement		\$51.75 per applicable employee/ month
Billable Hours - Not Applicable if Performed by On-Site Staff		San De Vance Rate
Mileage Rate		IRS Standard Rate
After Hours (Holiday and Regular)		\$305.00 per hour
Executive		\$305.00 per hour
Market Leadership, Human Resources		\$255.00 per hour
Director, Financial Manager		\$205.00 per hour
Community Manager, Accountant, Collections, Account Manager, Webmaster		\$175.00 per hour
Administrative, Other		\$100.00 per hour
The following are examples of services that would incur additional hourly fees:		
a) Time spent on natural disaster response and recovery management		
b) Time spent researching, analyzing, or remediating historical financial records not received within 30 days of the Commencement Date or not received electronically		
c) Time spent on research, preparation, or filing of any Federal tax return, State tax return, or other required State filing related to a period prior to management by Manager		
d) Any valuation or exemption negotiations or filings with taxing authorities		
e) Audit support time and any financial due research for any financial period that has been closed for over 60 days and any time spent performing accounting reclassifications or republishing historical financial reports		
f) Association members or Board training or consulting sessions on accrual accounting or fund accounting principles		
g) Additional time that results from a change in legislation that requires Manager to perform additional duties to confirm compliance or to directly or indirectly bring the Association into compliance		
h) Board or resident disputes that require Manager involvement in excess of one hour per week		
i) Board-requested site visits other than the regularly scheduled visits		
j) Time spent troubleshooting access device programming or systems audits		
k) Time spent on responding to Better Business Bureau complaints that were a result of a board matter or decision		
l) Lot/unit owner direct utility billing performed by Manager		
m) Customized reports, letters, or procedures regarding financial, assessment, deed restriction, welcome, or collections management		
n) Management of any specific units not identified on Exhibit A such as management or assessment billings for individual boat slips, garages, parking spots, storage units, stables, etc. whether owned by the Association or individual Owners		
o) Third-party website support and any third-party software integration for any process		
Additional Services - Billed to Homeowner Directly ³		San De Vance Rate
Access Key, Remote, Plus Any Applicable Third-Party Charges for Supplies ³		Included if performed by onsite staff
ARC/ACC Submission Fee ³		Included

[1] Manager reserves the right to adjust these fees from time to time pursuant to market conditions
[2] When applicable, an equal charge is added to the homeowner's account payable to the Association
[3] Billed to the homeowner

ONEness Service Plan and Agreement



The Undersigned ("CUSTOMER") hereby accepts the proposal of ONEness Commercial Cleaning Services LLC ("ONEness") for specified cleaning services, and the parties agree that ONEness will supply ONEness' System Services for CUSTOMER's premises located at:

- Customer: **San De Vance Golf & Tennis Club**
- Street Address: **500 NW 67th Street,**
- City, State, Zip: **Boca Raton, FL 33487**
- Main Contact and Title: **Annie Demps** Board Member
- Contact Phone Number: **+1 954 913 0097**
- Contact Email: **dempsa1@aol.com**

Upon the following terms:

1. Monthly Service Charge:

\$ **3,100.00** per month, plus taxes, if applicable; to include **5 day(s)** per week for a total of **30 hours** per week.

Initials: _____ AG

Service Days:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

Service Start Time:

☒ Mornings ☐ Afternoons ☐ Evenings

Shift Times: 8:30 AM – 3:00 PM

2. CUSTOMER acknowledges that all ONEness' Services will be performed by ONEness employees.
3. The Service Charge includes the labor required to perform the services outlined in this Agreement. Unless otherwise specified in the attached Service Plan, all cleaning supplies, consumable products, and equipment necessary to perform the services shall be provided by the CUSTOMER at the CUSTOMER'S expense. At the CUSTOMER'S request, ONEness may supply cleaning products, consumables, and/or equipment for an additional supply charge, as agreed upon by both parties.
4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by ONEness employees. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.

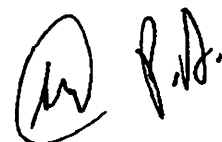
AG, RA.

5. Additional services, not included in ONEness' Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

<i>Additional Services</i>	<i>Charge</i>	<i>Area</i>	<i>Details</i>

Additional services accepted by: _____
Signature

6. (a) The term of this Service Agreement is for one (1) year. This year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.
- (b) Termination/Notice: Either party may terminate this Service Agreement, with or without cause, by providing a thirty (30) day written notice.
- (c) Notwithstanding the above, ONEness may, but shall not be obligated to, terminate this Service Agreement due to non-payment of Service Charges by CUSTOMER. ONEness will provide CUSTOMER with a seven (7) day written notice (the "Cure Period") to remedy the non-payment. If payment is not received within the seven (7) day Cure Period, ONEness may immediately suspend or terminate services without further notice.
7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise ONEness accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At ONEness' option, upon written notice, the Service Charge shall increase by two percent (2%) effective upon the start of each year after the date the services begin.
8. CUSTOMER agrees that it will not employ or contract with any of ONEness employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without ONEness' written consent.
9. ONEness will bill CUSTOMER on the first of every month. CUSTOMER agrees to pay ONEness by card, check, Zelle or ACH payment the amount that is due and owing under the terms of this Service Agreement within fifteen (15) days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay ONEness' attorney's fees and costs for collection.
10. Services shall be performed in accordance with the Service Plan attached to this Service Agreement, except on the following six (6) recognized holidays: **New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day**. If a scheduled service falls on one of these holidays, the CUSTOMER may elect to have the service performed on the holiday for an additional charge, or ONEness



may, at no additional cost, reschedule or make up the missed service on another mutually agreed-upon business day. All services shall be performed during the days and hours approved by both the CUSTOMER and ONEness unless otherwise agreed to in writing.

11. ONEness Commercial Cleaning Services, LLC shall maintain, at its own expense, all insurance coverage required to perform the Services under this Agreement. Such coverage includes Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, Workers' Compensation Insurance with limits of \$500,000 policy limit and \$100,000 each occurrence, and a \$1,000,000 Commercial Umbrella Liability Policy providing excess liability coverage. ONEness also maintains bonding coverage for the protection of its clients. ONEness shall maintain all required licenses, permits, insurance, and bonding throughout the term of this Agreement. Certificates of Insurance and proof of bonding shall be provided to CUSTOMER upon request. ONEness's insurance coverage is Primary and Non-Contributory to any insurance of the Owner.
12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.
13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by ONEness and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to ONEness becomes a part of this Service Agreement, and ONEness shall not be bound by any such terms and conditions.
14. INDEMNIFICATION. To the fullest extent permitted by law, ONEness shall indemnify and hold harmless the CUSTOMER, its officers, directors, agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from ONEness's operations or performance of the work and services provided pursuant to the Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, ~~but only to the extent caused by the negligent acts or omissions of ONEness, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and not to the extent caused by the negligence or willful misconduct of the CUSTOMER or any other party indemnified hereunder.~~ Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

ONEness shall promptly remedy all damage or loss to any property caused in whole or in part by ONEness, or anyone directly or indirectly employed by ONEness, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed or retained by any of them, and by anyone for whose acts ONEness may be liable.

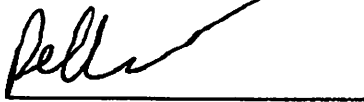
The provisions of this Section shall survive any termination of the Contract.

ENFORCEMENT. This Contract shall be construed in accordance with the laws of the State of Florida. If it becomes necessary to hire an attorney to enforce any provision of the Contract, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and

Handwritten signature and initials, possibly "JW" and "RA", in black ink.

any arbitration, bankruptcy, or administrative proceedings. Any legal proceeding concerning this Contract shall be brought in a court with competent jurisdiction in Palm Beach County, Florida. In the event any portion of this Contract shall be void or unenforceable, the remaining provisions of this Contract shall continue in full force and effect.

CUSTOMER:


Signature and Date
7/24/2026
Paul Africano
President
Print Name and Title, Its Authorized Representative

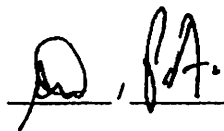

7/24/2026
Antonietta Demps
Treasurer
Print Name and Title, Its Authorized Representative

ONEness:


Signature and Date
Jul 27, 2026
Anique Gammiero
Print Name and Title, Its Authorized Representative

paul.revere.1991@gmail.com
Email Address e msn.com

dempsa1@aol.com
Aug 3, 2026
Service Start Date



SCOPE OF WORK

CLUBHOUSE	FREQUENCY
Remove trash and replace trash can liners	5x per week
Wipe down entrance glass and pool door glass	5x per week
Sweep and mop clubhouse floors	5x per week
Baseboard dusting and cleaning	1x per month
Wipe down desks, tables, counters, and furniture	5x per week
Wipe down desk chairs and desk chair bases	1x per month
Low dusting of corners, edges, and lower surfaces	1x per month
High dusting of AC vents, light fixtures, and elevated surfaces	1x per month
Clean and wipe down interior and exterior clubhouse windows	1x per month

KITCHEN AREA	FREQUENCY
Clean and sanitize countertops and tables	5x per week
Clean sink and faucet areas	5x per week
Clean inside microwave	5x per week
Wipe down exterior of appliances	1x per week
Vacuum/sweep and mop floors	5x per week
Empty trash and replace liners	5x per week
Clean inside refrigerator	1x per week
Wipe down exterior of trash bin	1x per week
Wipe down cabinets	1x per week

P.A.



SCOPE OF WORK

RESTROOMS	FREQUENCY
Clean and disinfect toilets, sinks, and countertops	5x per week
Clean mirrors and chrome fixtures	5x per week
Refill soap, paper towels, and toilet paper	5x per week
Wipe down exterior of dispensers	2x per week
Sweep and mop floors	5x per week
Empty trash and replace liners	5x per week
Clean and sanitize trash receptacles	1x per week

GYM	FREQUENCY
Clean and disinfect gym equipments	2x per week
Sweep and mop floors	5x per week
Empty trash and replace liners	5x per week
Wipe down mirrors	3x per week
Clean entrance glass door - interior and exterior	5x per week

PET STATIONS	FREQUENCY
Remove trash and replace liners	5x per week
Refill pet waste bags	5x per week
Pick up trash around the area	5x per week
Wipe down pet waste signage	1x per week (rotating basis)

P.A. 

SCOPE OF WORK

POOL DECK	FREQUENCY
Organize, reset , and wipe down pool furniture	5x per week
Wipe down pool signage	1x per week
Remove trash and replace trash liner	5x per week
Pick up trash around the area	5x per week
Clean BBQ (two) by pool area	As needed

OFFICE	FREQUENCY
Remove trash and replace lines	1x per week
Sweep or vacuum floors	1x per week
Wipe down surfaces, and furniture	1x per week
Clean and dust blinds and baseboards	1x per month
Remove cobwebs from office interior walls	1x per month

COMMUNITY GROUNDS	FREQUENCY
Wipe down community signage	1x per week
Pick up trash and debris (palm fronds) around community	5x per week

TENNIS COURT	FREQUENCY
Blow leaves from tennis court	5x per week
Empty trash and change trash liner	5x per week

P.A. 

SCOPE OF WORK

MAILBOX	FREQUENCY
Empty trash can and replace liner	5x per week
Wipe down mail boxes and remove cobwebs, dust, and dirt	1x per month

OTHER SERVICES	FREQUENCY
Light maintenance work (such as changing light bulbs, ac filters, paint tasks, etc)	As needed
Pressure clean community common areas (walkways, court yards, car stoppers, curbs)	As needed
Remove cobwebs from door frames, window frames, and high walls by roof	As needed
Report violations to management regarding dumpster area, front, & back of property	As needed
Water plants by pool and mailbox area	As needed

DUMPSTER	FREQUENCY
Pick up floating trash around the area	5x per week
Clean, wash down, and sanitize area with bleach	1x per week
Break down boxes from recycling and place in dumpster	As needed

FINAL TASKS	FREQUENCY
Clean and organize all janitorial equipment (golf cart, blower, pressure cleaner)	5x per week
Secure all equipment in designated area (lock up equipment)	5x per week
Maintain all janitorial equipment clean and organized	5x per week
Keep inventory of cleaning supplies and equipment for proper supply management	5x per week

PA. AD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2026

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 have ADDITIONAL INSURED provisions or 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	Simply Business 53 State Street 19th Floor Boston, MA 02109	CONTACT NAME:	Simply Business		
		PHONE (A/C, No, Ext):	(855) 584-4660	FAX (A/C, No):	
		E-MAIL ADDRESS:	contactus@simplybusiness.com		
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A:	Spinnaker Insurance Company		24376
INSURED	Oneness Commercial Cleaning Services LLC 4820 SW 41st Ave Fort Lauderdale, Florida 33314	INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

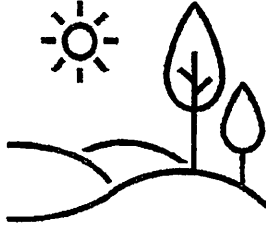
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		HBW5356688XB1	01/14/2026	01/14/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						EACH CLAIM AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an additional insured on the General Liability policy per written contract.

CERTIFICATE HOLDER	CANCELLATION
San de Vance Golf & Tennis Club Condominium Association No. 1, 500 NW 67th St, Boca Raton, FL 33487	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

GREENERWAY LANDSCAPING



SAN DE VANCE LANDSCAPE PROPOSAL:

Landscaping Services

- a) Lawn cutting total of 32 times per year. Except for unavoidable delays caused by acts of nature, each cutting will be completed within three working days of the start of the cutting.
- b) The lawn will be cut at a height of 3 1/2" inches with sharp blades to ensure a lush appearance and to prevent burning. Detailing & weeding of all beds, tree circles, walkways, and driveways.
- c) The edging of all walk and curb areas in concurrence with each mowing.
- d) Grass clippings will be removed from walkways, patios, driveways, roadways, on the same day as the lawn being mowed.
- e) Grass clippings will be raked from lawn areas whenever clippings are exceptionally heavy and thick.
- f) Every effort will be made to avoid damaging trees or shrubs with lawn mowers, weed eaters or other equipment.
- g) Each cutting shall include edging of all roadways, walkways, streets bordering property, parking areas, patios, shrubbery, and planting beds.
- h) All cuttings and debris will be removed from the premises.
- i) Grass around trees and posts, under fences, around dumpsters, trees, and on lake banks etc., will be trimmed at each cutting. (If applicable).
- j) The string trimming of all grass areas inaccessible to mowing machinery.

k) Mowing equipment shall be in good condition with freshly sharpened blades to give a level and even lawn cut.

l) All debris will be removed and disposed of from shrubs and ground cover (grass) during each visit.

Hedges and Beds

a) Trim shrubs, plants, and bushes on entire site, including entranceways on the following Schedule: One time per month.

b) Trim perimeter hedge on community side of sidewalk only.

c) Will trim hedges near building surfaces and air conditioning compressors to maintain several inches of clear space between plants, walls, and compressors.

d) Open shrub masses will be maintained to mature height. Shrubs will be maintained to one (1) foot over FPL boxes and level to Bell South boxes. They will be maintained to one (1) foot over air conditioning units.

e) The edging of all plant beds in concurrence with every mowing, or as inspection required to maintain a neat appearance.

f) Weed all planting beds, hedges, and dumpsters on entire site, and entranceways as needed. All sidewalks, driveways, and parking areas will be sprayed as needed to ensure the removal of weeds and grass growing in the cracks.

g) The weeding (hand weeding as needed) of all plant beds as often as plant health and highest level of order requires, or as directed by property manager. Weed killer to be sprayed as needed, including all sidewalks and common areas.

h) Trim Perimeter Fichus Hedge Quarterly (if applicable).

Trees:

a) All trees under 12'ft. in height will be trimmed or shaped to be kept in a neat and healthy condition to promote proper growth.

b) The trimming of all tree canopies to maintain a clearance height of 12' ft.

c) All tree beds weeded and edged.

d) All lower limbs of shade trees will be maintained to a clearance of 12'ft.



e) The white birds of Paradise Palms will be maintained monthly. Remove dead foliage. And stocks if necessary.

Fertilization:

a) Turf, shrubs, hardwoods & palms will be fertilized three (3) times per year. One of which will be weed & feed.

Turf Pest Control:

a) Turf pest control will be completed on an as needed basis at an additional charge.

WET CHECKS

b) 12 wet checks a year include replacement of broken sprinkler heads caused by Greenerway Landscaping. Not including main line breaks, miscellaneous pvc breaks, broken decoders, valves, time clocks, pumps etc. Upon wet checks any issues will be documented and sent to manager with quote for approval.

Total Annual \$64,800.00

Paid on a monthly basis \$5,400.00

By signing or attaching a company, signed waiver is considered by Greenerway Landscaping that you fully agree with our Service Contract terms:

Authorized Manager Signature [Signature] Date: 7/22/26
Print Name Ed Sullivan, President
Contact Phone: 954-444-5000 E-Mail: edsullivan@greenerway.net
Greenerway Landscaping [Signature] Date: 7/22/26
Edward Sullivan

Greenerway Landscaping ~ Email: greenerwaybkpg@gmail.com ~ Contact: 954.444-5000