

MAINTENANCE AGREEMENT

This agreement is made and entered into this 1 day of August, 2017 ("Effective Date") between Lantana Oceanfront Condominium Association, Inc. (the "Association"), not individually but on behalf of the Association and Advanced Property Management of Central Florida, Inc., (APM).

1. Term. The Board hires APM exclusively to provide maintenance for the Association for a period of 1 year(s) beginning August 1, 2017 (the "Initial Term"). Either party may terminate this agreement with or without cause by notifying the other in writing that it elects to terminate this Agreement and in such event this Agreement shall terminate thirty (30) days after date of the notice, otherwise, this Agreement shall be automatically renewed for successive one (1) year periods under all of the same terms and conditions (the "Extended Term").

2. Services. APM shall provide to the Association the services identified on the Schedule of Duties hereto (the "Services"). All direction to APM shall be by a designated representative of the Board of Directors for the Association. APM shall have no duties or obligations to the members of the Association and APM's sole and absolute obligations shall be set forth in this Agreement. If at any time the Association fails to pay the amounts due hereunder, APM may cease performing or providing any services until all amounts owed are paid in full.

3. Insurance/Bonding. APM shall retain a \$1,000,000.00 liability insurance policy for the company and its representatives for the duration of this contract; Automobile Liability Insurance with a single limit of \$100,000.00 for Bodily and Property Damage; Workers' Compensation Insurance with an Employer's Liability limit of \$100,000.00 for each accident; and an Employee Disease policy limit of \$500,000.00.

4. Non-Exclusivity. APM may engage in similar maintenance or cleaning duties under contract with other associations and property owners.

5. Independent Contractor. All acts performed by APM pursuant to the provisions of this Maintenance Agreement shall be performed as an Independent Contractor on behalf of and at the expense of the Association.

6. Compensation. If the Association elects to retain APM for certain services, the Association shall pay APM a fee of \$2,253.33 which shall be paid monthly and billed weekly or bi-weekly based on the board preference. The schedule of service days shall be: ~~Tuesday-Thursday~~ 8:00AM to 1:30PM, based on 20 hours per week. Time spent for getting materials or supplies will be billed extra or within the hours allotted between 8:00AM and 1:30PM on an as needed basis. Materials and supplies will be billed per the receipt value to be reimbursed to APM. Additional hours needed or "two man jobs" will continue to be billed at \$26.00 per hour per person. 20
HRS

7. Entire Agreement. This Maintenance Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto which are merged herein. This Maintenance Agreement may not be varied or modified except by written agreement signed by both APM and the Association.

8. Attorney Fees. In the event either party hereto retains the services of an attorney for any action arising out of this Maintenance Agreement, the prevailing party in any litigation, arbitration proceeding or other action shall be awarded all of its or their costs and expenses including, but not limited to, reasonable attorney fees. This provision shall apply to such expenses incurred at the trial and all appellate levels, without respect to who is the initiating party and shall apply to an action for declaratory relief if the party instituting it asserts specific contentions concerning the Maintenance Agreement which is ruled upon by the court.

9. Governing Law & Venue. This Maintenance Agreement shall be construed in accordance with and governed by the laws of the State of Florida, and the exclusive venue for all actions arising out of or based on this Maintenance Agreement shall be in Brevard County, Florida.

10. **Binding Effect.** The rights and obligations of the parties under this Maintenance Agreement shall inure to the benefit of, and shall be binding upon, the heirs, estate, representatives, successors and assigns of the parties hereto.
11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted under this Maintenance Agreement (collectively a "Notice") shall be (a) in writing (including electronic mail or facsimile) and (b) addressed by the sender to the other party at the address, email, or number set forth below:

If to APM:

1978 US 1. Suite 106
 Rockledge, Florida 32955
VMoore@apmfla.com;

Fax No.: 321-636-4891

If to Association:

Fax No. _____

Except as otherwise provided in this Maintenance Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt if delivered personally, time of transmission if by facsimile (on the condition that the sending party has confirmation of a transmission receipt of the notice), actual receipt if by courier service, time of transmission if by electronic mail, or, (ii) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

12. **Counterparts/Facsimile Copies.** This Maintenance Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Maintenance Agreement and any signature hereon shall be considered for all purposes as originals.
13. **Further Assurance.** The parties hereto shall execute any and all further assurances, documents, or writings reasonably requested by the other party to carry out the terms and provisions of this Maintenance Agreement and any of the Maintenance Agreement documents.

14. Waiver of Jury Trial. The parties hereto, knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect to any litigation arising out of, under, or in connection with this Maintenance Agreement, and any other agreements executed or contemplated to be executed in connection herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any party (including, without limitation, any action to rescind or cancel this Maintenance Agreement and any claims or defenses asserting that this Maintenance Agreement was fraudulently induced or is otherwise void or voidable); this waiver being a material inducement for APM to enter into this Maintenance Agreement with the Association.
15. Waiver of Inducements. The parties hereto agree that they were not induced to enter into this Maintenance Agreement by any promise, fact, occurrence, representation, warranty (collectively referred to as "Representations") or other matter which is not expressly set forth in this Maintenance Agreement or any schedule attached hereto, and all such Representations, if any, are merged herein.

IN WITNESS WHEREOF, the Association and APM have executed this Maintenance Agreement on the day and year indicated below, each signature with the Effective Date of this Agreement being the date first indicated above.

Advanced Property Management of Central Florida, Inc.,

Van Moore

By: Van Moore

Title: President

Date: 8-1-17

Lantana Oceanfront Condominium Association, Inc.

By: *Norma Hall, P.S.L.O.C.*

Title: President

Date: 8-1-17

Ann Pan
Treasurer
8/4/17