SERVICE CONTRACT

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THIS CONTRACT (this "Contract") is made and entered into this <u>16</u> day of <u>DEC</u>, 2019, by and between LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., a notfor-profit Florida corporation (hereinafter referred to as the "Association") and BEACH ENVIRONMENTAL EXTERMINATING, INC., a Florida corporation (hereinafter referred to as "Contractor.)

WHEREAS, the Association desires to engage the services of the Contractor to provide pest control services as specified in the Contractor Proposal attached hereto as Exhibit "A" (referred to as the "Contractor Proposal"); and

WHEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

<u>RECITALS</u>. The foregoing recitals are true and correct and are incorporated by reference herein.

 <u>SCOPE OF WORK</u>. See Contractor's Proposal attached hereto as Exhibit "A" The work described in Contractor Proposals and in this Contract is sometimes collectively referred to in this Contract as the "Work."

3. <u>COST TO THE ASSOCIATION</u>. The cost to the Association for the Work shall be an amount equal to those monthly sums set forth in the Contractor Proposal (the "Contract Sum"). The Contract Sum shall not be subject to any adjustments or offsets, except as hereinafter set forth. The Contract Sum shall include all transportation, equipment, installation, storage, supplies, labor and materials, sales and use taxes, and all applicable licensing and permits of whatever nature, which shall be paid by the Contractor. The terms and payments shall be in accordance with Section 4 below. Any changes that are made by altering, adding to, or deducting from the Work shall adjust the Contract Sum only by, by mutual written consent of the parties hereto.

4. <u>TERMS OF PAYMENT</u>. The Contract Sum shall be paid to Contractor in accordance with the payment schedule as set forth in the Contractor Proposal. Notwithstanding anything to the contrary contained herein or in the Contractor's Proposal the Contract Sum shall be paid on a monthly basis and no sums shall be remitted to the Contractor upon signing this Contract or the Contractor's Proposal.

5. <u>ADDITIONAL TERMS</u>. Contractor shall give all notices and comply with all local ordinances, requirements, building codes and Federal and State authorities which are applicable to the Work, without any extra charge, any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor will pay all social security and all other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by the Association, showing that all such payments required to be made have been paid. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with the Work. The Contractor, once having started the Work, will continuously and expeditiously proceed with its vigorous prosecution until completion, and agrees to diligently pursue the satisfaction of all terms and conditions set forth in this Contract.

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Failure of Contractor to timely complete the Work, and/or to satisfy the terms and conditions of this Contract shall be deemed a material default.

6. <u>SUPERVISION</u>. Contractor shall supervise and direct the design, fabrication and installation of the Work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Contract. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable protection to prevent damage, injury or loss to all real or personal property of the Association. Further, it is the sole responsibility of Contractor to secure, safeguard and protect its materials and operation from damage or theft. Contractor shall promptly remedy all damage or loss to real or personal property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable.

INDEMNIFICATION/HOLD HARMLESS. The Contractor shall be responsible for 7 initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees performing the Work and other persons who may be affected thereby; (ii) all the Work and all materials and equipment to be incorporated therein; and (iii) other property at the site the Work are or are to be performed or adjacent thereto. Contractor shall post all notices and comply with all applicable laws. ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. To the fullest extent permitted by law and to the extent caused in whole or in part by Contractor, any subcontractor, any subsubcontractor, or anyone directly or indirectly employed by any of them, or over whom they exercise control, the Contractor shall indemnify, defend and hold harmless the Association, its officers, directors, members, agents and employees from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including but not limited to fees and charges of attorneys, consultants, expert witnesses, and other professionals and court and/or arbitration costs) which may arise from the following: (a) alleged or actual bodily injury, personal injury, sickness, disease, or death to any persons; (b) alleged or actual damage to any property; (c) breaches of this Agreement including any attachments and exhibits hereto by Contractor; (d) claims of liens or liens by any person or party furnishing labor, materials, services, or equipment that are part of the Work (including, without limitation, the defense of any actions, lawsuits, or proceedings brought against Association as a result of liens filed against the Work, the Association's property, payments due Contractor or any portion of the Association's property); (e) any and all agreements and contracts between Contractor and any third party concerning the Work: or (f) bringing any hazardous materials or hazardous substances classified and/or regulated as such under any of the applicable local, state or federal environmental laws onto the Association's Property or incorporating same into the Work. Notwithstanding anything to the contrary contained herein, Paragraph 7. of the Contractor's Proposal entitled Limits of Liability shall be deleted in its entirety.

Such indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8. INSURANCE. The Contractor agrees to furnish Workman's Compensation and Liability Insurance with limits of at least Five Hundred Thousand and 00/00 (\$500,000.00) Dollars for each occurrence, and property damage of at least One Million and 00/00 (\$1,000,000.00) Dollars. The Contractor agrees to name the Association as additional insured and cause to have all additional endorsements to Contractor's policy issued reflecting same. The Contractor agrees to supply the Association with evidence of insurance policies in full force and effect during the entire course of Work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no Work under this Contract during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "B" attached hereto. The Contractor acknowledges that it is an independent contractor as defined in Florida Statute 440.02.

9. <u>LIENS</u>. The Contractor will save and keep the Work and Association=s property free from all mechanics liens and all other liens by reason of the Work or any materials furnished by Contractor in connection with the Work. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the Work or Association's property prior to the time when the amount required to be paid is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and Association may deduct said lien and costs out of any funds which are or which become due to the Contractor.

10. <u>ASSIGNMENT AND SUB-CONTRACTOR</u>. The Contractor shall not assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-Contractor without the prior written consent of the Association.

11. <u>ATTORNEYS FEES</u>. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, role, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

12. <u>TERMINATION BY CLIENT FOR CAUSE/DEFAULT/CONVENIENCE</u>. The parties hereby agree that neither party shall be in default of any of the obligations or performance

under the terms of this Contract until the continuance of such default for ten (10) days after either party has given notice to the other party specifying the nature of the default, and if said default shall be of the nature that it cannot be reasonably cured or remedied within said ten (10) day period, same shall not be deemed an event of default if the defaulting party shall have commenced, in good faith, the curing or remedying of such default within such ten (10) day period and thereafter continuously and diligently proceeds therewith to completion. Upon the default of either party of the terms and obligations contained in this Contract, after the above applicable cure period, then either party retains all rights of law or equity to enforce the terms of this Contract.

The Association may, at any time, terminate this Contract for the Association's convenience and without cause upon thirty (30) days written notice. Upon receipt of such written notice from the Association of such termination for the Association's convenience, the Contractor shall: (i) cease operations as directed by the Association in the notice; (ii) take actions necessary, or that the Association may direct, for the protection and preservation of the work; and (iii) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Association's convenience, the Contractor shall be entitled to receive payment for work executed. In no event will Contractor be entitled to receive any payments for work not executed.

13. <u>MISCELLANEOUS PROVISIONS.</u> Any and all notices, offers, acceptances and communications relating to this Contract shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the parties. This Contract supersedes any prior agreements entered into between the parties relating to the subject matter of this Contract. In the event of a conflict of an obligation contained herein with the terms of the Contractor Proposal, the terms of this Contract shall supersede any terms as set forth in any related Exhibits attached hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed the Contract herein on the date first above written.

Signed, sealed and delivered in the presence of:

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

President By:

Name/Jennie Lipari Title: President

BEACH ENVIRONMENTAL EXTERMINATING, INC., a Florida corporation

6 By: Name: Jorce A ste Title: General Manager.

HIVFWBILU auderdale West Comm. Assn. No. 1, Incl/12933.000 General HOA Matters/Vendor Contracts/Beach Environmental/Service Contract_v1.docx

EXHIBIT "A"

CONTRACTOR'S PROPOSAL

ENVIRONMENTAL	Mail To: Date: N ≥ 16. P.D. Box 290562 Davie, FL 33329-0592 □ Commercial © Residential
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Beach Environmental, 3211 N. 74th Avenue, Hollywood, FL 33024 - Phone: 954-458-1104 www.beach-environmental.com Review13/23/17 Fomerson Hol

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2: SERVICES (PROVIDED. BE will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of Eddral and state laws and regulations. For purpose of this Contract "control" is defined as the periodic cradication of existing Bed Bug in Retations

3: AREAS SERVICED: BE will up by treatment, as it decans appropriate, to all potential Bed Bag harborage areas within the treating structure, or if doorsed necessar a complete familyation of the subject property. Cantomer agrees to provide access to the structure at all scheduled times of nervice. In the event DE is denied access to the interior of the structure, BE will not provide treatment and Cantomer agrees to prev a service charge for a return visit to provide treatment of the structure.

4: CUSTOMER'S OBLIGATIONS. Customer agrees to maintain the premises in a subject to this contract in a condition, which does not premote infestations by Bod Sugs. Specifically, Customer agrees. to maintain the premises in a subject to this contract in a condition, and so keep the attracture in such a state of repair so as so avoid providing easily accessible means of increase to Bod Bags.

S. PERFORMING THE WORK. HE will perform the work in a section on the manner, BE will exercise reasonable care while performing any work forcender to try to world damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall BE be reasonable for actual or consequential damages caused by BE at the time the work is performed except those damages.

6. CHANGE IN LAW, This Contract is and the interpreted, regulated an adjudicated in accordance with applicable federal, same and local laws and re-exist at the time this Contract is executed. Should any federal, state on the law or regulation be changed regarding BE services or treatment, BE may steps are necessary to comply with a id laws: at, BE may take who

21. LIMITS OF LIABILITY. Although BE will exercise reasonable in performing services under this Contract, BE will not be liable for injuries or damage to persoas, property, birds, anisation or egetation, except those dianages any high; detace or illuses or any topical exercise reasonable any high; detace or illuses or any topical exercise reasonable any high; detace or illuses or any topical exercise reasonable any high; detace or illuses or any topical exercise reasonable any high; detace or illuses or any topical exercise reasonable any high; detace or illuses or any topical exercise any topical exercise any topical exercise and topical exercises and

8. NON-PAYMENT: Customer will pay BE's invoices upon receipt. In many terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is nacessary to collect any amount data a BE, BE shall be enabled to recover from Customer all reasonable casts of collection, including reasonable atomey's fees and expenses, in addition to any amount data BE. In addition, interest at the highest rate allowed by papicable law will be exceeded on any past due anomalism swed by Castomer suit paid. The Contract and my extension of its term will be effective only upon payment of the charges an analysis of the charges and the rest.

9. TERMINATION: BE's fability under this Contract will forminate and BE will be excused from the performance of any obligations under this Contract should (1) Customer allow modilier past control of performance of any obligations under this Contract should (1) Customer allow modilier past control of performance of any obligations under this Contract should (1) Customer allow modifier past control of performance of any obligations under this Contract should (1) Customer allow models past control of entry obligations under this Contract should (1) Customer allow models performance of any obligations under this Contract should (1) Customer allow models performance of any obligations under the subject and the self no an

18, ENTIRE CONTRACT. This Contract, logeshor with any mindmental; if any, signed by BE and Customer constitutes the entire Contract between the parties and no other representation or statements, whether oral or written; will be funding upon the parties unless in writing and signed by the parties.

II. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim the terms of the Contract must be made to be considered in writing to BE and In no event more than one year from the date in which the customer have or should have an opportunity to care prior to of the claim. Upon receipt of timely notice, BE shall have an opportunity to care prior to former, including but not limited in receipted by the Contract, including but not limited in receipted or considered increasely by Customer or required by the Contract and requested or considered increasely by BE.

12. SEVERABILITY. If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain

13. TRANSFERABILITY. This cor tract will terminate upon travefer a connership of the discribed structure(s). However, BE, at its discribed, any transfer the contract to a new parchase provided the new canoner signs a transfer and pays the renewal as established by the BE. Upon transfer of this Contract to a new owner at the discribing of the BE, this Contract shall thereafter provide for the retreatment of the cover

- 14. SPECIFIC EXCLUSIONS. The Cantract does not cover and the will not be responsible for: 5. Damage resulting from motistane conditions, including the not limited to fungue or mold, whether visible or not. 5. Damage resulting from any wood destroying organisms 6. Expanses related to the replacement of lines, spinster, matterns, salling or related costs; or damage to 6. Expanses related to the replacement of lines. selling or related costs; or demoge to other ners
 - d. Expenses related to medical evaluation or treatment limbites associated Bed Bags or any other insect, or pest
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 - Travel, lodging, and at anis and extertainment expanses totaling from the need to famigate the property or any co 6

IS: CHEMICAL SENSITIVETY. If Customer or other occupants of a structure(s), or adjacene buildings, believe they are or may be sensitive to pesticides or their odors, or other occupants have consulted with a medical writing, in advance of the huital or any subsequent treatment of the and a depending on when the Customer because aware of the sensitivity. BE reserves the right upon receipt of such softenions, and only the terminant activity. For are to provide such softenic functions of such softenic activity. BE reserves the right upon receipt of such softenics to any subsequent treatment of the sensitivity.

and enforced in accordance with the laws of the State of Florida and any the institution of

16. CHOICE OF LAW AND VENUE. This Contract shall be any legal proceeding shall be in Broward County Floride.

WAIVER OF LIABILITY

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Jorge Avila TANG Antioninal Brook Edg ter Owner/Authorized Agent

EXHIBIT "B"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/08/2019

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Ft Myers FL 33966-8302				INSURER A: IMPERIUM INSURANCE COMPANY				35408
INSURED Beach Environmental Exterminating, Inc.; Beach Environmental South, LLC.; Furnigation				INSURER B :				
Department, LLC.; Sprague Operating, LLC & Florida Pest & Environmental Services LLC dba				INSURER C :				
Beach Environmental and Florida Pest Services; Cyclone, LLC dba Professional Pest Tech and Beach				INSURER D :				
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1141 NW 85th Ave Plantation, FL 33322				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				

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The ACORD name and logo are registered marks of ACORD