

BELLA HARBOR CONDOMINIUM ASSOCIATION, INC. SERVICES AGREEMENT

This AGREEMENT (the "Agreement"), is made and entered into as of the 1st day of March 2023 by and between BELLA HARBOR CONDOMINIUM ASSOCIATION, INC., ("Bella Harbor") and PLANT LIFE LAWN MAINTENANCE, INC., a Florida Corporation ("Vendor"), each sometimes referred to individually as a "Party" and collective as the "Parties."

1. Location: This Agreement is for services to be provided by the Vendor at the following described property: Bella Harbor Condominium Association.
2. Scope of Services: All landscaping efforts and service are detailed in a separate document entitled "Schedule of Price and Services" and Plant Life Lawn Maintenance's Proposal in its entirety attached hereto (Exhibit "A") and incorporated herein by this reference.
3. Independent Contractor: Vendor enters into this Agreement as an independent contractor and under no circumstances will Vendor be deemed an employee or agent of Bella Harbor. Vendor's employees and agents will not represent themselves as employees or agents of Bella Harbor and will not enter into or attempt to enter into contractual obligations on behalf of Bella Harbor. The Vendor will defend, indemnify, and hold Bella Harbor harmless from any claims of Vendor's employees and agents that could be covered by Workers Compensation or general liability insurance.
4. Compensation: Bella Harbor agrees to pay Vendor the fees or rates agreed upon in Exhibit A for services performed to Client's specifications and reasonable satisfaction.
5. Insurance: Vendor must maintain liability insurance with a minimum of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with a minimum of \$1,000,000 per occurrence. In addition, Vendor must maintain worker's compensation insurance as required by applicable law.
6. Indemnification: Vendor agrees to defend, indemnify, and hold harmless Bella Harbor, and its officers, directors, members, managers, agents and employees and any of them (collectively the "Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of or on account of Vendor's performance or nonperformance, in whole or in part, of Vendor's obligations under this Agreement, except for such Losses which are caused by negligence of Bella Harbor.

Bella Harbor agrees to defend, indemnify, and hold harmless Vendor, and its officers, directors, members, managers, agents and employees and any of them (collectively the "Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of Bella Harbor's performance or nonperformance, in whole or in part, of Bella Harbor's obligations under this Agreement, except for any Losses which are caused by Vendor's negligence, gross negligence or intentional acts.

Upon notice by the Vendor Parties, Bella Harbor shall defend the Vendor parties with counsel chosen by Bella Harbor. Upon notice by the Bella Harbor parties, Vendor shall defend the Bella Harbor parties with counsel chosen by Bella Harbor. The Parties agree that this duty to defend is separate and distinct from any indemnity obligation, but it shall be limited to those claims asserted against the Party for Losses for which the other Party is obligated to indemnify.

7. Rules and Regulations: Vendor's employees and agents must comply with Bella Harbor's current published declaration, articles of incorporation, bylaws, rules, and regulations while Vendor's employees and agents are on Bella Harbor's premises.
8. Performance and Warranty: Vendor warrants that the Services will be performed in a timely, diligent, and professional manner, and will be no less than in accordance with industry professional standards. In the event Bella Harbor is displeased with an individual employee's performance, Vendor shall make its best

efforts to either: (i) replace the assigned employee with another employee who meets the approval of Client, within a reasonable time frame, or (ii) correct the problem in a mutually acceptable manner.

9. Force Majeure: Vendor shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered, or delayed by a force majeure occurrence.
10. Default:
 - (a) In the event of which the Vendor is unable or unwilling to perform its required services under this Agreement, then Bella Harbor is free to terminate this Agreement immediately upon notice to the Vendor, and Vendor is required to refund any and all money paid by Bella Harbor for which services it did not perform.
 - (b) Upon the occurrence of any event of default, in addition to all other remedies available to Bella Harbor at law or in equity, Bella Harbor shall have the option to pursue any one or more of the following alternative and cumulative remedies upon seven (7) days' written notice to Vendor:
 - (1) Bella Harbor may immediately take any action necessary to correct such default, including without limitation the right to provide labor, overtime and materials, and may deduct the cost of correcting such default from any payment due or to become due to Vendor or recover such cost from Vendor if no sums are due or become due to Vendor;
 - (2) Bella Harbor, in any event of default, may also refrain from making any further payments to Vendor until the entire work shall be fully finished and accepted by Bella Harbor.
 - (3) Vendor may terminate this Agreement in the event Bella Harbor fails to perform its material obligations hereunder, and such failure continues for ten (10) days after receipt of written notice.
11. Term; Termination of Agreement: The Term of this Agreement will be for a three (3) year period beginning February 1, 2023 through January 31, 2026. Annual pricing for year two and three of this contract are subject to the national average cost of living increase. This Agreement may be terminated by Bella Harbor for any reason provided thirty (30) days written notice delivered via Certified Mail is provided, and may be terminated by Vendor for any reason provided sixty (60) days written notice delivered via Certified Mail is provided. Upon receipt of written notice from Bella Harbor of such termination, Vendor shall cease operations on the date specified by the notice of cancellation, take actions necessary for the protection and preservation of the work, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders. If Bella Harbor terminates this Agreement, Vendor shall be entitled to receive payment for the work actually performed up to the date of termination. In no event shall Vendor be entitled to any indirect costs, delay damages, consequential damages, lost profits on work not completed, acceleration damages or any other compensation other than Agreement or Damages.
12. Governing Law: This Agreement shall be governed by the laws of Florida. The Parties consent to the jurisdiction and venue of Flagler County, Florida.
13. Complete Agreement; Amendment: This is the only contract between the parties with respect to the project/job/services referenced herein. All other previous agreements, oral or written, are hereby revoked. Any changes, additions, or deletions to this Agreement (or any modifications to the scope of service to be rendered by the Vendor) will only be binding if reduced to writing and signed by both parties. Work classified as "extra" will be separately authorized in writing by the Vendor and will have no effect on the terms and conditions of this Agreement.
14. No Assignment: Vendor may not assign or delegate any of its rights, duties, and/or obligations under this Agreement, in whole or in part, without the prior written consent of Bella Harbor. Any attempt at assignment or delegation without such consent will be null and void and of no legal force and effect, and will be deemed a default under the terms of this agreement. Any permitted assignment and/or delegation will not relieve Vendor of any of its obligations, responsibilities, and liabilities hereunder.

15. **Binding Nature:** The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successor, and assigns of the parties hereto.
16. **Conflict:** In the event any term of the Agreement conflicts with a term contained in Exhibit A, the terms of this Agreement will supersede the terms in Exhibit A, to the extent the provisions cannot be read in concert to give effect to all provisions, and will be binding on both parties.
17. **Entire Agreement:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Agreement.
18. **Counterparts:** This Agreement may be executed in one or more counterparts executed by all of the parties, each of which, taken together, shall constitute one and the same Agreement, and it shall not be necessary for each of the parties to execute the same counterpart thereof.
19. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
20. **Costs and Attorneys' Fees:** In the event of any proceeding arising out of an alleged breach of this Agreement or its exhibits, the prevailing party shall be entitled to recover all costs incurred with respect thereto, including without limitation, reasonable attorney's fees and costs at mediation, trial or on appeal.
21. **WAIVER OF JURY TRIAL:** EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTION OF ANY PARTY. COMMERCIAL ARBITRATION WILL BE THE MEANS OF SETTLING ANY DISPUTES.

[Signatures on following page]

Executed this _____ day of _____, 2023.

FOR THE ASSOCIATION:

BELLA HARBOR CONDOMINIUM ASSOCIATION, INC.,

Signature _____

Name _____

Title _____

Witness

Witness

FOR THE VENDOR

PLANT LIFE LAWN MAINTENANCE, INC.

Signature _____

Name _____

Title _____

Witness

Witness