



Cypress Creek of Hillsborough County Community Development District

Shawna Winters, Chairman

Aneesah Domínguez, Vice Chairman

Quanese Sparkman, Assistant Secretary

Susan O'Day, Assistant Secretary

Jason Hepburn, Assistant Secretary

September 8, 2020

Cypress Creek of Hillsborough County

Community Development District

18842 North Dale Mabry Highway, Lutz, FL 33548

Phone: 813-435-9119

September 3, 2020

Board of Supervisors Canopy Community Development District

Dear Board Members:

A special meeting of the Board of Supervisors of Cypress Creek of Hillsborough County Community Development District will be held **Tuesday, September 8, 2020 at 7:00 PM via Zoom; by following this link <https://zoom.us/j/94080494349> enter meeting ID of 940 804 94349 and passcode of 783789 or by calling in via 267-930-4000 passcode 401214.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- III. Consideration of Proposals for the Following Services:
 - A. Pool Maintenance Services
 - i. Suncoast Pool Services
 - ii. H2 Pool Services
 - B. Janitorial Services
 - i. TheRealMaids Center, LLC
 - ii. Jani King
 - iii. J&J Cleaning Services
 - iv. Red Light Clean
 - C. Security Monitoring & Access Card System
 - i. Johnson Controls
 - ii. Surveillance Technology
 - iii. Securiteam
 - iv. Allied Universal
 - v. Off Duty Sheriff Deputy
- IV. Discussion of Fitness Classes at Cypress Creek
- V. Consideration of Proposal from Bryan Hindman Electric, LLC to Install Electrical Outlets at the Trent Creek Pool
- VI. Staff Reports
 - A. Attorney
 - B. District Manager - GMS Introduction Letter

- C. Amenity Manager
 - i. Report
 - ii. Discussion of Current Policies & Procedures
- D. Field Manager – Report
- VII. Supervisors Requests and General Audience Comments
- VIII. Next Board Meeting is Scheduled for September 22, 2020 at 7:00 p.m.
- IX. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Consideration of Proposals for Pool Maintenance Services, Janitorial Services and Security Monitoring & Access Card System. Proposals are enclosed for all of the services.

The fourth order of business is Discussion of Fitness Classes at Cypress Creek.

The fifth order of business is Consideration of Proposal from Bryan Hindman Electric, LLC to Install Electrical Outlets at the Trent Creek Pool. A copy of the proposal is enclosed for your review and approval.

The sixth order of business is Staff Reports. Included under the District Manager's item is a draft GMS Introduction Letter for your review. Included under the Amenity Manager's item is a manager's report and a copy of the current policies and procedures of the District. Included under the Field Manager item is a copy of the manager's report.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jason Greenwood
District Manager

Enclosures

AGENDA

Cypress Creek of Hillsborough County Community Development District

Agenda

Seat 3: Shawna Winters - C	
Seat 5: Aneesah Dominguez- VC	
Seat 1: Quanesa Sparkman - AS	
Seat 4: Susan O'Day - AS	
Seat 2: Jason Hepburn - AS	

Tuesday
September 8, 2020
7:00 p.m.

Zoom Conferencing
<https://zoom.us/j/94080494349>
Meeting ID: 940 804 94349

Board of Supervisors Meeting

- I. Roll Call
- II. Supervisors Requests & Audience Comments on Specific Items on the Agenda (Audience Comments Limited to 3 Minutes per Person)
- III. Consideration of Proposals for the Following Services:
 - A. Pool Maintenance Services
 - i. Suncoast Pool Services
 - ii. H2 Pool Services
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 - i. TheRealMaids Center, LLC
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Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: cypresscreekcdd.org

SECTION III

**Cypress Creek of Hillsborough County CDD
Summary of Proposals**

Pool Maintenance Service

Vendor	Monthly	Annual
Suncoast Pool Service- All 3 pools - 3 days Per Week	\$ 2,700	\$ 32,400
Suncoast Pool Service- All 3 pools - 5 days Per Week	\$ 3,600	\$ 43,200

Current Service Provider *

		<u>Main</u>	<u>Parcel K</u>	<u>Orchids</u>	<u>Total Monthly</u>	<u>Annual</u>
H2 Pool Service	March -November - 5 Days	\$ 2,350	\$ 450	\$ 450	\$ 3,250	\$ 29,250
	December - February - 3 Days	\$ 1,200	\$ 400	\$ 400	\$ 2,000	\$ 6,000
	Total	\$ 3,550	\$ 850	\$ 850	\$ 5,250	\$ 35,250

** Annual fee doesn't include \$15,750 in power washing and \$5,400 trash pick-up currently being billed.*

Janitorial

Vendor		Weekly	Monthly	Annual
The RealMaids Center, LLC. *Price includes supplies	3 Visits Per Week	\$ 594	\$ 2,574	\$ 30,888
	5 Visits Per Week	\$ 792	\$ 3,432	\$ 41,184
Jani King *Price doesn't include supplies	3 Visits Per Week		\$ 885	\$ 10,620
	5 Visits Per Week		\$ 1,455	\$ 17,460
JNJ Cleaning Services, LLC *Price includes supplies	3 Visits Per Week		\$ 850	\$ 10,200
	5 Visits Per Week		\$ 1,400	\$ 16,800
Red Light Clean *Price doesn't include supplies	3 Visits Per Week		\$ 538	\$ 6,461
\$200/per month to add supplies	5 Visits Per Week		\$ 702	\$ 8,426

Current Service Provider

		<u>Main</u>	<u>Parcel K</u>	<u>Orchids</u>	<u>Total Monthly</u>	<u>Annual</u>
H2 Pool Service	March -November -5 Day	\$ 750	\$ 150	\$ 150	\$ 1,050	\$ 9,450
	December - February - 4 Day	\$ 625	\$ 150	\$ 150	\$ 925	\$ 2,775
	Total	\$ 1,375	\$ 300	\$ 300	\$ 1,975	\$ 12,225

SECTION A

i.

Suncoast Pool Service Commercial Service Proposal

727-271-1395

P.O. Box 224 Elfers, Fl. 34680

1. DEFINITIONS

For the purpose of this Proposal the following terms shall be defined as follows:

- a. The Company - Suncoast Pool Service (SCPS) being the first party to this Proposal being the DBA of Connerty Pools Inc. Both companies being registered and licensed to conduct business by the Department of State and the Division of Corporations within the State of Florida.
- b. The Customer- ***Cypress Creek CDD*** being the second party to this proposal.
- c. CPO - Certified Pool and Spa Operator. Such person shall be currently certified by the National Swimming Pool Foundation.
- d. Service - SCPS will provide Labor and Chemicals

2. TERMS

The parties hereto agree that the term of this proposal is (12) twelve months.

3. SERVICE

The Company will provide service to the Customer at their facility in respect to the following:

- a. Service (3) days per week or (5) days per week
- b. Cleaning of fountain: tiles, surface and underwater debris.
- c. Cleaning of the filters, pumps and chlorinator feeders on a regular basis.
- d. Chemical analysis of water and treatment provided to meet standards in respect to oxidation and sanitation as well as chemicals.
- e. Maintain and interpret operational and recirculation efficiency of the filter and filter media.
- f. Check and interpret gauges, flow meters and monitoring equipment for operational efficiency.
- g. All replacement and repairs of equipment are additional costs to customer. Labor and materials to be paid by Customer. (Excluding warranty items)

4. AMOUNT

- a. The Proposed amount is for (3) days per week service \$2700.00 per month
(5) days per week \$3600.00 per month,

5. REFERENCES

- 1. **The Innisbrook Resort and Golf Club**
Jim Busch, Resort Manager (727) 942-2000
- 2. **Seven Oaks CDD**
Theresa Flores- (813) 973-4188
- 3. **Fish Hawk Ranch**
Holly Quigley, Community Manager (813) 651-2728

ii.

H2 Pool Services

PROPOSAL #073120

July 31, 2020

Between the Owner: **Cypress Creek Community CDD**

And the Subcontractor: **H2 Pool Services**

5050 Ivory Stone Dr.

Wimauma, Florida 33598

For the Project: **Pool Cleaning & Chemical balancing**

Cleaning restrooms

Power washing

Trash Pick Up

ARTICLE 1. SCOPE OF WORK

- Subcontractor has heretofore entered into a contract with Said Owner to furnish all **labor, materials, and equipment** for weekly pool cleaning, clean restrooms, sanitizing and clean pool deck furniture, power washing and trash pickup.

POOL CLEANING- Scrub all waterline ceramic tiles with a muriatic acid/soap solution to remove oil. Grease and scale, clean skimmers and skimmer walls. Skim the surface of the pool water to remove floating debris that's accumulated. Vacuum the bottom of the pool to remove any debris that's settled to the bottom as needed. Using a nylon brush, brush all sides of the pool to maintain a clean surface as needed. Test the chemistry of the water chlorine levels above 2 ppm, pH levels between 7.4-7.8, total alkalinity between 40 ppm and 60 ppm. Monthly: Remove and clean all filters and pump strainer baskets, or more often if needed.

RESTROOMS/GARBAGE DISPOSAL AT THE COMMUNITY POOL – Clean and sanitize the restrooms located at the community pool and wipe down subsequent table tops, counters, located around the pool. Sanitization of the pool furniture to ensure longevity and cleanliness, excluding cloth furniture.

- Subcontractor will keep equipment up to code and functioning properly.

ARTICLE 2. PAYMENT TERMS

2.1 The Owner agrees to pay the Subcontractor within **20 days** after the receipt of the invoice. Subcontractor will submit monthly invoice to the owner for these services. If owner fails to pay within 20 days, owner agrees to pay a late fee of 4% daily until payment received.

2.2 The Cleaning Contract amount shall be:

March through November	December through February	ANNUAL COST
<u>Pool Maintenance</u>	<u>Pool Maintenance</u>	<u>Pool Maintenance</u>
5 Day cleaning	3 Day Cleaning	
6 Day chemicals	3 Day Chemical	
Enzyme Treatment	Enzyme Treatment	
Diatomaceous Earth	Diatomaceous Earth	
On-site Bulk Pool Sanitizer Storage	On-site Bulk Pool Sanitizer Storage	
Monthly \$2350	Monthly \$1200	\$24,750
<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>
5 Day cleaning	4 Day Cleaning	
Monthly \$750	Monthly \$625	\$8,625
<u>Power Washing</u>	<u>Power Washing</u>	<u>Power Washing</u>
4 x Per month	1 x Per month	42 x Per Year
Monthly \$1000	Monthly \$250	\$ 9,750
<u>Trash Pick Up Grounds 5x Per Week</u>	<u>Trash Pick Up Grounds</u>	<u>Trash Pick Up Grounds</u>
	3x per week	
Monthly \$450	Monthly \$250	\$5,400

ARTICLE 3. CHANGE ORDERS/ SPECIAL REQUESTS

3.1 Subcontractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Owner. If any additional work is performed and not covered in this contract, the Subcontractor proceeds at his own risk and expense. No motor or pump repairs, stain treatments, or equipment replacements can be made unless the owner agrees to allow such repairs. Authorization from owner will be submitted to subcontractor via email.

3.2 During heavy seasonal months, additional charges may apply for extra chemicals to handle potential maximum swimmer load

3.3 An additional fee of \$160.00 will be charged at a minimum for any Emergency Fecal Matter issues to be address and corrected to meet county ordinance.

3.4 Biohazardous materials such as blood, urine, feces, condoms or vomit will be charged at a minimum of \$160.00 per occurrence. In extreme cases further charges will apply.

ARTICLE 4. UNSCHEDULED CLEAN-UP

4.1 In the event of tropical weather including Tropical Storms, Tropical Depressions and Hurricanes including all generated weather related debris, it may become necessary to back charge the Owner for

additional time and disposal costs related to removing the debris from the pool. Owner will be notified in advance if this condition presents itself.

ARTICLE 5. TAXES AND PERMITS

5.1 The subcontractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract, The Subcontractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

ARTICLE 6. INSURANCE AND INDEMNITY

6.1 The Subcontractor shall maintain, at his own expense, full and complete insurance on its work at all times. The Subcontractor shall not hold the Owner liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Subcontractor to maintain appropriate insurance coverage may deem a material breach allowing the Owner to terminate this contract.

6.2 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Owner's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees rising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

ARTICLE 7. ACCEPTANCE

WITNESS OUR HAND AND SEAL ON THIS _____ DAY OF _____, 2016.

Signed in the presence of:

OWNER'S NAME

DATE

SUBCONTRACTOR'S NAME

DATE

H2 Pool Services

PROPOSAL #080220

August 02, 2020

Between the Owner: **Cypress Creek Orchids Community CDD**

And the Subcontractor: **H2 Pool Services**

5050 Ivory Stone Dr.

Wimauma, Florida 33598

For the Project: **Pool Cleaning & Chemical balancing**

Cleaning restrooms

Power washing

ARTICLE 1. SCOPE OF WORK

- Subcontractor has heretofore entered into a contract with Said Owner to furnish all **labor, materials, and equipment** for weekly pool cleaning, clean restrooms, sanitizing and clean pool deck furniture, power washing and trash pickup.

POOL CLEANING- Scrub all waterline ceramic tiles with a muriatic acid/soap solution to remove oil. Grease and scale, clean skimmers and skimmer walls. Skim the surface of the pool water to remove floating debris that's accumulated. Vacuum the bottom of the pool to remove any debris that's settled to the bottom as needed. Using a nylon brush, brush all sides of the pool to maintain a clean surface as needed. Test the chemistry of the water chlorine levels above 2 ppm, pH levels between 7.4-7.8, total alkalinity between 40 ppm and 60 ppm. Monthly: Remove and clean all filters and pump strainer baskets, or more often if needed.

RESTROOMS/GARBAGE DISPOSAL AT THE COMMUNITY POOL – Clean and sanitize the restrooms located at the community pool and wipe down subsequent table tops, counters, located around the pool. Sanitization of the pool furniture to ensure longevity and cleanliness, excluding cloth furniture.

- Subcontractor will keep equipment up to code and functioning properly.

ARTICLE 2. PAYMENT TERMS

2.1 The Owner agrees to pay the Subcontractor within **20 days** after the receipt of the invoice. Subcontractor will submit monthly invoice to the owner for these services. If owner fails to pay within 20 days, owner agrees to pay a late fee of 4% daily until payment received.

2.2 The Cleaning Contract amount shall be:

March through November	December through February	ANNUAL COST
<u>Pool Maintenance</u>	<u>Pool Maintenance</u>	<u>Pool Maintenance</u>
5 Day cleaning	4 Day Cleaning	
5 Day chemicals	4 Day Chemical	
Enzyme Treatment	Enzyme Treatment	
Diatomaceous Earth	Diatomaceous Earth	
Monthly \$450	Monthly \$400	\$5,250
<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>
5 Day cleaning	4 Day Cleaning	
Monthly \$150	Monthly \$150	\$1,800
<u>Power Washing</u>	<u>Power Washing</u>	<u>Power Washing</u>
1 x Per month	1 x Per month	12 x Per Year
Monthly \$250	Monthly \$250	\$3000
	Total Annual Cost	\$10,050

ARTICLE 3. CHANGE ORDERS/ SPECIAL REQUESTS

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3.4 Biohazardous materials such as blood, urine, feces, condoms or vomit will be charged at a minimum of \$160.00 per occurrence. In extreme cases further charges will apply.

ARTICLE 4. UNSCHEDULED CLEAN-UP

4.1 In the event of tropical weather including Tropical Storms, Tropical Depressions and Hurricanes including all generated weather related debris, it may become necessary to back charge the Owner for

additional time and disposal costs related to removing the debris from the pool. Owner will be notified in advance if this condition presents itself.

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6.2 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Owner's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees rising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

ARTICLE 7. ACCEPTANCE

WITNESS OUR HAND AND SEAL ON THIS _____ DAY OF _____, 2016.

Signed in the presence of:

OWNER'S NAME

DATE

SUBCONTRACTOR'S NAME

DATE

H2 Pool Services

PROPOSAL #080120

August 01, 2020

Between the Owner: **Cypress Creek K Community CDD**

And the Subcontractor: **H2 Pool Services**

5050 Ivory Stone Dr.

Wimauma, Florida 33598

For the Project: **Pool Cleaning & Chemical balancing**

Cleaning restrooms

Power washing

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Enzyme Treatment	Enzyme Treatment	
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<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>
5 Day cleaning	4 Day Cleaning	
Monthly \$150	Monthly \$150	\$1,800
<u>Power Washing</u>	<u>Power Washing</u>	<u>Power Washing</u>
1 x Per month	1 x Per month	12 x Per Year
Monthly \$250	Monthly \$250	\$3000
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ARTICLE 7. ACCEPTANCE

WITNESS OUR HAND AND SEAL ON THIS _____ DAY OF _____, 2016.

Signed in the presence of:

OWNER'S NAME

DATE

SUBCONTRACTOR'S NAME

DATE

SECTION B

i.



Tuesday, August 18, 2020

Dear Mandy,

Thank you for giving us the opportunity to provide this commercial cleaning proposal. At TRM, we are specialists delivering quality work based on personalized cleaning processes that we develop on-site.

Per our previous walk through, we will offer you an hourly/employee-based proposal. This means that the monthly chargeable amount might vary accordingly with the number of employees used during certain periods of time or in case additional services are performed. We use Housecall-Pro software for tracking worked hours, managing clock ins/outs, and employees' Geolocation. You can have access to those records anytime you request them.

During our agreement, and when safely possible, we will be performing regular janitorial activities that include but are not limited to the following service areas:

SERVICED AREAS

- **Main Clubhouse**
 - Pool and deck area
 - Pavilion area/furniture areas
 - Bathrooms
 - Kitchen/bar
- **Secondary Clubhouses (two)**
 - Pool and deck area
 - Pavilion area/furniture areas
 - Bathrooms

All our employees are uniformed and trained under current OSHA regulations; they also count with PPE's (personal protection equipment) to safely perform the job. We will have weekly on-site supervision and constant reports on cleaning supplies inventory and visual documentation of any damaged equipment available at your request.

SCOPE OF WORK

The work is to be complete on site on the following location(s):

7154 Trent Creek Drive, Sun City Center, FL 33573

All TRM employees will be provided with a detailed task listing the cleaning frequencies of each of the serviced areas. All our professional cleaners are well trained in chemical's handling and using color coded microfiber rugs for different areas.



****Customer may request and coordinate changes to this scope of work at any time as long as by doing so, it does not alter TRM's operational costs.***

Our regular activities will include but will not be limited to:

Main Clubhouse AND Secondary clubhouses (2 employees up to 3 hours each/visit)

- Circle property upon arrival and prepare customer FYI report (i.e potholes, signs down, trim hanging down, etc.) Customer will be notified by email.
- Main Clubhouse: Clean clubhouse - Priority List:
 - Floors-dust/dry mop/ spot mop stains
 - Bathroom floors and foyers mopped
 - Toilets and urinals – clean and sanitized
 - Sinks and mirrors clean and disinfected
 - Club house/bathroom's trash container emptied liner replaced
 - Replace supplies in bathrooms (toilet paper, soaps, paper towels)
 - Bathroom-partitions cleaned/wiped down
 - Dust horizontal surfaces (counter tops/cabinets)
 - Wipe down and polish water fountains
 - Organize pool furniture
 - Empty pool trash bins and replace liners around pool area
 - Clean baseboards o Remove cobwebs (kitchen areas)
 - Clean windows (if any - inside only)
 - Clean door handles and push plates
 - Check lights are in working condition (if not notify)

SERVICE SCHEDULE

TRM's operations described in this comprehensive proposal will be performed three times a week under the following breakdown structure:

- **MONDAY, WEDNESDAY, AND FRIDAYS** to be completed in between 5AM to 5PM:
 - 2 Cleaning Professionals
 - 3 hours job/service= 6 manpower hours/day = 18 weekly MP hours

INVOICING

All checks shall be made payable and send to:

THE REAL MAIDS CENTER LLC
6319 Lantern View Pl.
Apollo Beach, FL. 33572

Payment policy is net 7 days unless different agreement. Any modification to this point must be in writing and signed by both parties.

If any changes in manpower hours occur during the paid cycle or if any additional service is requested and performed, the activity will be captured in our system and invoiced in the next month billing cycle.

Any modification to this point must be under writing communication and accepted by both parties (costumer and TRM representative.)



SUPERVISION

TRM's supervisors will perform weekly comprehensive walk throughs to the facilities. TRM will keep visual documentation of such supervisions as well as logs and checklists for customer revision. Customer will have online access to images and documents regarding this activity anytime they request it.

CLEANING/CONSUMABLE SUPPLIES

TRM is responsible for providing **ALL CLEANING** chemicals and equipment to complete the job on time. All tools and cleaning equipment stored at your facilities are solely TRM property and shall not be used for any other activity or a not authorized employee. ****SEE UNDER EQUIPMENT***

Customer is responsible for providing consumable supplies on time. Consumable supplies are ALL THE SUPPLIES WE NEED TO COMPLETE THE JOB PROPERLY like paper towels, hand soaps for refilling, trash bags, urinal pads (if any) or towel papers to cite some of the most common consumable supplies.

TRM shall not be held accountable for any negative impact in case consumable supplies are not available during service times.

*TRM offers conveniently offers inventory management, this option will have an extra cost to you to cover handling and delivery of the products on time. By choosing this option, we will be buying the consumable supplies and separately billing you. TRM reserves the right to use one of its suppliers, vendors, partners, or a local store to get the cleaning products. ***Pricing Will Be Dictated By The Market*** and customer will be charged accordingly. Please ask if you would like to get more information about this additional service.

EQUIPMENT

TRM will furnish and maintain existent supplies/tools. (In case any)

In addition, TRM will provide necessary cleaning equipment, including but not limited to:

- Floor care machines. (IF ANY)
- Commercial grade Air blowers.
- Full equipped cleaning carts.
- Mop buckets.
- Wringers and extensions.
- Mops and brooms. (keep rotational supply of clean mops)

TRM personnel will be trained in proper use of such equipment and to comply with current OSHA and CDC regulations and proven procedures pertaining to all work performed at customer's location. In case of any defective equipment, customer will be notified BEFORE use of such equipment.

INSURANCE

Prior service agreement signature, TRM shall furnish all forms of insurance required by law and shall maintain the same in force. We will expedite copies of insurance proof to our customers after service agreement is reached and signed.



PRICING/SCHEDULE

This proposal is valid for 60 days and is based in manpower/hours. The final amount can vary and will depend on manpower heads provided and if any additional service is requested and performed. (please see INVOICING BULLET FOR MORE INFO)

TRM will keep a core team of 2 cleaning professionals assigned to this project and add more people (at the same hourly rate) in case needed or any extra service is requested by the customer and with written costumer’s confirmation.

The work hours assigned are based on 3 (three) hours per employee, per visit – weekly distribution will be as follows:

STAFF	MONDAY	WEDNESDAY	FRIDAY	TOTAL MANPOWER HOURS
A	3 HOURS	3 HOURS	3 HOURS	9
B	3 HOURS	3 HOURS	3 HOURS	9

18 MANPOWER HOURS = \$594/ 3 VISITS PER WEEK

Per your request, we are adding an additional pricing that would cover a whole week of cleaning, organizing. In the case of visits increase, and in order to offer you the maximum savings, we would reduce or time to 2 hours per visit on some days and put in place a rotational scope of work, so we can cover all the areas mentioned above.

STAFF	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL MANPOWER HOURS
A	2 HOURS	3 HOURS	2 HOURS	3 HOURS	2 HOURS	12
B	2 HOURS	3 HOURS	2 HOURS	3 HOURS	2 HOURS	12

24 MANPOWER HOURS = \$792/ 5 VISITS PER WEEK

ADDITIONAL SERVICES – NOT INCLUDED Price upon customer’s request.

- **INVENTORY MANAGEMENT PROGRAM**, monthly \$40 Delivery and Handling FEE will be included along with the pricing of goods purchased.
- **VCT STRIP AND WAXING.**
- **PROFESSIONAL WINDOWS CLEANING.**
- **PROFESSIONAL PARKIN LOT RESTORATION/PRESSURE WASH CLEANING.**
- **POST-CONSTRUCTION CLEANING.**

TERMS

The terms of the service agreement (APPENDIX A) shall be for a period of (6) six months unless something differently agreed or customer request.



CANCELLATION

This customer agreement may be terminated, cancelled, or paused with a written 30-day advanced notice to TRM or immediately in case wrongdoing performed by any parties. All TRM equipment stored at customer's side will be deemed property of TRM and will be collected on the last day of service. (if any) *** This proposal is valid for 60 days and is based in manpower/hours.

Sincerely,

Erika Cavero

Manager | TheRealMaids Center LLC

Email: ecavero@therealmaids.com

Facebook: www.facebook.com/TheRealMaids

Jose Baluarte

Manager | TRM Commercial Division

Email: jbaluarte@therealmaids.com

Facebook: www.facebook.com/TRMCommercial



"If you are not 100% satisfied with our services for any reason, we will come back to your home and re-clean to your complete satisfaction"



APPENDIX A

SERVICE AGREEMENT

This service agreement (THE AGREEMENT) is made and entered into as of _____,
20_____ between THE REAL MAIDS CENTER LLC A.K.A AS TRM (THE PROVIDER) and
_____(THE
CUSTOMER)

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties,
they mutually agree to the terms and conditions outlined in the service proposal above in this
agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year first
written above.

THE REAL MAIDS CENTER LLC

CUSTOMER

By:_____

By:_____

Date:_____

Date:_____

ii.



Cleaning Solutions for Cypress Creek Ruskin



Jani-King of Tampa Bay
2469 Sunset Point Road, Suite 200
Clearwater, FL 33765
(727) 797-7744

August 20, 2020



Summary

What if you never had to change cleaning companies again?

Most companies change cleaning services about every 18 months. That shows a high degree of dissatisfaction, not to mention time wasted getting proposals from other cleaning companies that over-promise and under-deliver. Sound

familiar? Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

The Bottom Line

Poor training and supervision are the real problems Inconsistent quality, dust build-up, dirty floors, and odors are often the result of poor training or supervision. In 1969, Jani-King developed a unique franchise system pairing a motivated Jani-King franchise owner with a local regional support team and eliminated these problems.

Our experience makes a difference Since introducing our franchise model to the commercial cleaning industry, we've perfected the

concept and become the largest and most respected franchised commercial cleaning company in the world. You will benefit from our national/international expertise and from the dedication of a local franchise owner - the "best of both worlds."

The value of clean Proper cleaning, the way Jani-King cleans, impacts your bottom line in the following ways: lower absenteeism, lower "presenteeism," asset preservation, and enhanced image.

Our Recommendation

We recommend that Cypress Creek Ruskin choose Jani-King to provide all of its cleaning services. When you do, we'll implement a comprehensive, personalized cleaning program and provide bonded cleaners trained to do the work efficiently, consistently, and to your satisfaction.



Training & Supervision

The Problems

Poor training and supervision result in all or some of the following:

Inconsistent quality
Dust build-up

Dirty floors and grout
Empty dispensers

Restroom odors
Poor vacuuming

The Benefit of Proper Training & Supervision

A consistently clean facility Better supervision and training result in a consistently clean facility. This means less frustration for you, less of your valuable time spent chasing down the solutions to your problems, and more of what you want - a facility that reflects your organization's high standards.

The Jani-King Solution

Franchise concept The Jani-King franchise concept is built on the foundation of placing a highly motivated business owner in charge of cleaning your facility. Whether it's performing the work themselves, or closely supervising the work of their employees, our franchise owners have a level of accountability unmatched in our industry. Pride of ownership can be seen in their work and attitude.

Quality Control Program Jani-King franchise owners are committed to following a strict quality program which holds them accountable to you and to us.

- Training – classroom instruction, videos, manuals, and hands-on training
- Equipment – state of the art cleaning equipment and processes
- Inspection – conducted by both franchise owners and regional office staff
- Communication – Communication Log, Email Surveys, and Inspection Reports

Systematic Cleaning Franchise owners are trained to follow a carefully designed cleaning system so that all tasks are performed at the proper frequency and in the proper manner. They know what, when, and how to clean!

Accurate bidding We use proprietary software to determine the staffing levels needed to perform the cleaning tasks that will keep your building always looking its best.

Regional support Our Operations Advisors work closely with our franchise owners, ensuring that franchise owners have the best training, equipment, and supplies.

The Jani-King difference Instead of minimum-wage part-time cleaners managed by a low-paid supervisor, our franchise owners are directly involved in the operation of their business. This distinction has resulted in Jani-King achieving longer customer retention than our competition.





Restrooms

The Problems

Health risks Poor restroom care raises health risks. The spread of germs and cross-contamination increases absenteeism and lowers employee morale and productivity.

Odors Restrooms reflect your company's standards, and few things can make a worse impression on customers and visitors than foul restroom odors.

Lost business Restroom cleanliness can impact your bottom line. Surveys show that 55% of consumers gave a more negative review of a business based on restroom cleanliness and 39% of consumers have left a place of business because the restroom smelled like urine.

The Benefits of Proper Restroom Care

Higher productivity & lower absenteeism A healthier work environment produces higher employee productivity and lower absenteeism.

A positive image Clean restrooms convey an image of quality and professionalism.

The Jani-King Solution

Cleaning for your health Our training program educates franchise owners about advanced cleaning techniques, equipment, and chemicals.

Prevent urine odors Urine smells come from the walls and flooring around urinals and toilets. We clean the walls and partitions around the toilets and urinals, disinfect each restroom fixture, and mop the entire restroom floor. When we're done, your restroom will have a clean fresh smell.

Eliminate chemical smells Some cleaning companies use strong chemicals to mask odors rather than eliminating the source of the odors. The advanced cleaning products we use don't leave an over-powering odor, because once we're done cleaning, there's nothing to cover-up! Clean has no smell.

Disinfect high touchpoints We use an EPA registered disinfectant to wipe down countertops, doorknobs, faucets, sinks, toilets, and dispensers.

Clean floor grout Floor grout holds dirt, bacteria, and urine that create odors and cause health risks. In addition to regular sweeping and mopping, we also scrub the grout lines monthly to remove odor-causing urine and debris.

Maintain floor drains Floor drains are another overlooked source of odors. We add water and live enzymes to floor drains to prevent sewer gases from entering your building and to keep the drains clean and clear of organic matter.





Infection Control

The Problems

Serious health risks Viruses like COVID-19 are often airborne and passed from person to person. However, many viruses can remain active on a surface for several days. This puts the health and safety of you, your business, your employees, and

their families at risk. According to the CDC, cleaning of dirty surfaces followed by disinfection with an EPA-registered disinfectant is the best way to prevent the spread of viruses like COVID-19.

The Benefits of Proper Infection Control

A safer workplace Proper disinfection of high-touch surfaces and equipment reduces the transmission of bacteria and viruses and creates a safer work environment.

Lower absenteeism Workdays lost due to a virus like COVID-19 are a substantial cost that can be reduced through proper infection control.

The Jani-King Solution

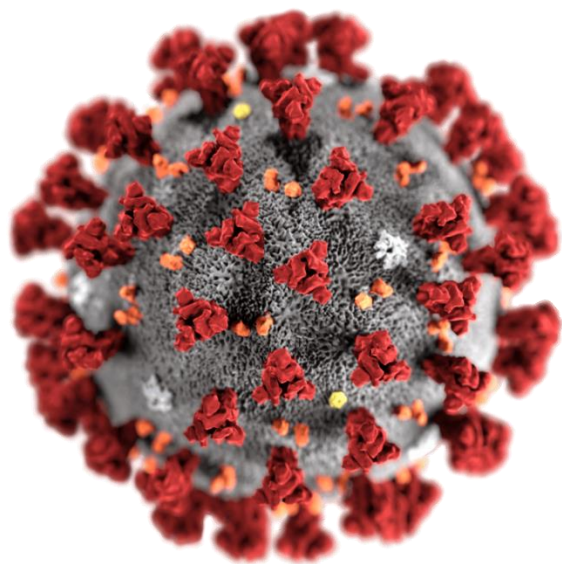
Follow CDC guidelines The CDC recommends that frequently touched surfaces be cleaned and disinfected daily using an EPA-registered disinfectant. We take into consideration the microorganisms being targeted, dwell/kill times, safety, and surface compatibility.

The 3 R's To disinfect properly, it's important that 3 things be done "Right." First, our franchisees receive the right training on the use of disinfectants, disposable wipes, and color-coded microfiber. Next, they use the right EPA-registered disinfectants. Finally, they use the right equipment to reduce risk and provide proper disinfection.

Eliminate cross-contamination We use tools such as reusable microfiber or single-use disposable mops, wipes, and pads. This prevents the transmission of bacteria and viruses from one surface to another.

Disinfect high touch areas Cleaning and disinfecting high-touch areas such as doorknobs, light switches, elevator buttons, faucets etc. protects your staff and customers, just like washing hands frequently. According to the CDC, disinfecting these surfaces is one of the best ways to prevent the spread of viruses like COVID-19.

Training Our franchise owners are trained to follow a carefully designed cleaning and disinfecting process, so all tasks are performed at the right frequency, using the right chemicals, and in the right manner. Our training program has been recognized by the Association for the Healthcare Environment (AHE) as well as the Association for Professionals in Infection Control and Epidemiology (APIC) for technical soundness, as well as clinical and scientific accuracy.



The Problems

Poor appearance Poor dusting makes your building and workspace look dirty.

Poor air quality Poor dusting impacts indoor air quality. Dust, dander, pollen, and other airborne particulates eventually come to rest on surfaces throughout your facility. If these contaminants aren't removed properly, they'll be reintroduced into the air and can aggravate allergies and create other respiratory problems.

Dust build-up Traditional dusters don't remove the dust – they just spread it around.

Cross-contamination Using the same rag to dust your desk or phone that was used to wipe restroom surfaces is unsanitary and will spread germs throughout your building, causing higher absenteeism.

The Benefits of Proper Dusting

Higher productivity & lower absenteeism
A healthier work environment results in higher employee productivity and lower absenteeism.

A positive image A clean building conveys an image of quality and professionalism.

The Jani-King Solution

Systematic Cleaning Jani-King franchise owners are trained to follow a carefully designed system of cleaning so that all dusting tasks are performed at the proper frequency and in the proper manner. This systematic approach to handling dusting ensures the effective removal of these contaminants.

Using the right equipment (microfiber)
Microfiber has proven to be 25% more effective at removing dust and other contaminants than traditional dusters, cotton rags, and dust mops. Rather than just moving the dust around, microfiber tools allow us to remove dust from your building more effectively, improving overall appearance and indoor air quality.

Red Restrooms/infectious areas

Blue Offices and general purpose

Green Food preparation areas

Yellow Sinks and countertops

Color-coded microfiber That white cotton rag being used to clean the phones looks just like the one that was used to clean the bathroom toilets. How do you know for sure it's not? A color-coded microfiber system takes away the guesswork and prevents cross-contamination.



The Problems

Theft There can be major financial repercussions if the cleaning crew leaves your building unlocked, including theft of property and financial/personal information. Medical facilities have HIPPA exposure and medications that could be stolen.

Employee safety Intruders could enter your building if it's left unlocked and employees working late or arriving early would be exposed to personal harm.

The Benefits of Focusing on Security

Peace of mind Knowing that Jani-King has a standard "exit" procedure gives you confidence that your people, property and information are safe.

Employee confidence Employees want to work in an environment that is safe and secure. By trusting your keys to Jani-King, they know that every key and access code is held with the highest level of security.

The Jani-King Solution

Closing procedures Jani-King franchise owners follow a strict opening and closing protocol. Before leaving your building, they make sure to lock all doors and windows and activate any alarm system. Lights are left on or off as requested.

Keys and alarm codes We take possession of your keys and alarm codes after the initial walk-through is completed. Only the Jani-King franchise owner and our regional support team will have access to your property.

Background screening For your peace of mind and the security of your building and belongings, we carefully screen and perform background checks on every member of our regional support team and all Jani-King franchise owners. Depending on your individual security requirements, we can modify our program to meet your needs.





Safety & Insurance

The Problems

Unsafe conditions Trusting a company to clean your facility without proper safety training is a big risk. Wet floors, chemicals, and the use of equipment are daily challenges. A single slip-and-fall claim or an injury to a worker could cost your company millions of dollars if you're not insured properly.

Inadequate insurance Many cleaning companies are either under-insured or not insured at all. This exposes you to costly claims and legal liability. If your cleaner doesn't carry adequate levels of insurance, you could be held liable for any injury or property damage, regardless of fault or negligence.

The Benefits of Proper Safety and Insurance

Reduced risk Injuries and liability claims can be extremely costly to your business. Having a Safety Plan and proper insurance coverage takes that worry off your shoulders.

A safer environment This provides security and peace of mind for you and your employees.

The Jani-King Solution

We strive every day to demonstrate that we take the care of your facility very seriously. After all, our slogan since 1969 has been, "**Trust your keys to the company that cares.**"

Safety Jani-King's safety program is designed to increase attention to and responsibility for on-the-job safety and to stress the importance of attitude and overall safety awareness. Jani-King franchise owners have been certified through the corporate office in all facets of safety including:

- OSHA Training
- Bloodborne Pathogen Training
- Hazard Communication (e.g. slip and fall hazards)
- Personal Protective Equipment
- Safety Data Sheets (SDS)

We provide a safety program that enables all of our franchise owners to work safely, for their sake and yours. We prepare for the unexpected.

Insurance We protect you through one of the most comprehensive insurance programs in our industry. We maintain some of the highest coverage limits available, taking worry off your shoulders and putting it on ours:

- Workers Compensation (State limits)
- General Liability (\$1,000,000)
- Commercial Crime (\$300,000)
- Umbrella (\$20,000,000)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2021

8/7/2020

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 LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1378940 DAZSER-TPA CORPORATION DBA JANI-KING OF TAMPA BAY 2469 SUNSET POINT ROAD, SUITE 200 CLEARWATER FL 33765	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: LM Insurance Corporation		33600
	INSURER B: Liberty Mutual Fire Insurance Company		23035
	INSURER C: The North River Insurance Company		21105
	INSURER D: Great American Insurance Company		16691
	INSURER E:		
INSURER F:			

COVERAGES DAZCO01 **CERTIFICATE NUMBER:** 13538999 **REVISION NUMBER:** XXXXXXXX

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:	N	N	TB5-691-447003-020	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	AS6-691-450832-900	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	5821145757	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC5-691-447003-030	8/1/2020	8/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	EMPLOYEE THEFT EMPLOYEE THEFT	N	N	TB5-691-447003-020 SAA 09939790500	8/1/2020 8/1/2019	8/1/2021 8/1/2021	\$300,000 \$500,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

13538999
FOR INFORMATION ONLY

CANCELLATION

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

Frank S. Suddon

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Green Cleaning

The Problem

Sustainability In the United States, commercial buildings consume 17% of the water, 33% of the energy, 40% of the raw materials, and 71% of the electricity. They produce, directly or indirectly, 40% of the landfill waste, 33% of the carbon dioxide, 49% of the sulfur dioxide, and 10% of the particulate emissions. Companies have been challenged to:

- Use green cleaning processes and products
- Reduce the use of chemicals
- Recycle and improve waste management
- Conserve energy



The Benefits of Green Cleaning

Better health Lower absenteeism and higher productivity are achieved by reducing exposure to toxic chemicals, improving indoor air quality by reducing airborne dust and chemical gases, lessening germ transmission, and lowering infection rates.

Lower operating costs High-performance equipment is an important component of green cleaning. Tools such as high-efficiency particulate air (HEPA) filtration vacuum cleaners, microfiber

mops and cloths, multi-level walk-off mats, and two-chamber mop buckets are designed to trap and remove dirt and soil more effectively than traditional products, thus reducing the amount of labor and additional chemicals required for cleaning.

Positive environmental impact Reducing energy usage and recycling lowers the environmental impact/footprint of the facility and augments other environmental efforts.

The Jani-King Solution

Jani-King has implemented steps to help reduce contaminants in the air we breathe, the water we drink, and the earth on which we live.

Our Mission To be good stewards of the environment and to become an industry leader in the use of environmentally friendly cleaning processes. We'll accomplish this by:

- Using Green Seal or other environmentally friendly products when possible.
- Providing continuous training processes for Green cleaning to our franchise owners.
- Working with Green industry leaders to develop and implement innovative programs for our customers.





Hard Floors

The Problem

Dull, dirty floors

The Benefits of Proper Floor Care

Improved image Your floors are a reflection of your business. People judge the overall cleanliness of a facility by the condition of the floors and restrooms. Therefore, you shouldn't allow your cleaning company to cut corners in these very important areas.

Reduced maintenance costs and longer floor life Frequent sweeping and mopping with the proper equipment prevents the accumulation of dirt and debris which scratches the floor finish

and produces a dull or dirty appearance. Regular scrubbing and the application of a fresh coat of finish extend the life of your floor and reduces the frequency of the expensive process of removing and reapplying several layers of floor finish.

Improved safety Dirty floors or floors that are not maintained properly are more likely to cause costly slip-and-fall injuries. Properly maintained floors reduce the risk of these accidents.

The Jani-King Solution

Thorough training Jani-King franchise owners are trained in floor cleaning's most advanced techniques, equipment, and chemicals. They must pass classroom and hands-on field training on all aspects of floor care.

Systematic cleaning We can provide a comprehensive floor program to keep your floors looking their best. Regular dust mopping, sweeping, damp mopping, polishing, scrubbing, and refinishing improves the overall look and cleanliness of your facility and gives your floors the shine you want.

Microfiber + Clean Water Old-fashioned cotton mops are a breeding ground for bacteria, and single-bucket mop systems just spread around dirty water. A better solution, especially when cross-contamination is a concern, is a

modern flat mop system using microfiber pads that can easily be replaced when they get dirty. Another option is a microfiber loop mop used with a dual-bucket mop system, where dirty water is returned to a separate bucket, so you're always mopping with clean water.





Communication

The Problem

Poor communication Not communicating effectively with your cleaner results in frustration and a diminished quality of service.

- "When I have a cleaning emergency, I don't know who to call or what phone number to use."

- "If I have a question or have a need, I don't know how to communicate with my cleaner."
- "I spend too much of my valuable time having to manage the cleaners!"

The Benefit of Proper Communication

Better communication = fewer problems

An effective communication plan ensures a smooth transfer of information, fewer disruptions

to your cleaning service, and less frustration for you.

The Jani-King Solution

Quality Control Program We use proven proactive communication tools and highly skilled personnel to implement this program. Your total satisfaction is our goal.

Answers are only one phone call away! In the event you ever have a question, concern or emergency, we have a dedicated customer service team ready to provide assistance. We can coordinate a response to any concern, regardless of its seriousness or level of urgency.

Proactive customer service Our program closely monitors your satisfaction and ensures that you consistently receive a quality cleaning service through a carefully managed program of:

- On-site inspections
- Phone or email/online surveys

Communication tools

- **Communication Log Book** It's important for you to be able to relay day-to-day requests quickly and efficiently to the cleaning supervisor. We provide a Jani-King Communication Log Book so you can leave us a note if you need special attention in a particular area.

Email Evaluations Regular feedback is critical to meeting your needs. Using online surveys, we make it easy for you to grade our performance each month and make suggestions on how we can improve.

- **Inspections** Our Operations team routinely inspects your building to make sure all areas are being cleaned to your satisfaction.





E-mail Surveys

E-mail Survey Reminder



How are we doing?

Every Jani-King business owner takes pride in their work and strives to provide top-quality service, but they need your feedback! That's why we developed this quick and easy [online survey](#).

It will take less than 30 seconds to complete our [Cleaning Evaluation](#) - just click the link below.

CLICK HERE TO TAKE OUR SURVEY



To thank you for your response, we'll enter you into a drawing for a \$25 gift card!

There are 4 winners every month.

Cleaning Evaluation / Comment Form



Cleaning Evaluation

Customer					
Franchise					
Service	Excellent	Above Avg	Average	Below Avg	Poor
Overall	☐	☐	☐	☐	☐
Trash	☐	☐	☐	☐	☐
Dusting	☐	☐	☐	☐	☐
Floors	☐	☐	☐	☐	☐
Restrooms	☐	☐	☐	☐	☐
Comments					
Your Name				Date	
Click to Submit Scores					



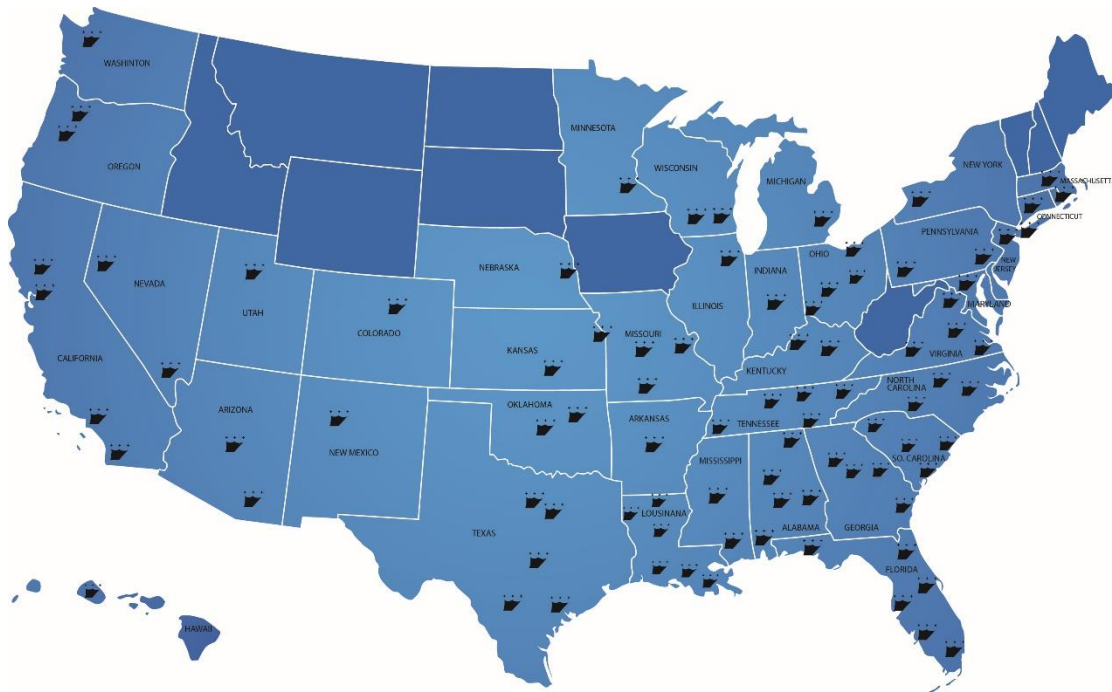
How We're Different

Experience

- Jani-King introduced its franchise concept to the commercial cleaning industry in 1969.
- With over 6,000 franchise owners and 60,000 customers, Jani-King is the largest and most respected franchised commercial cleaning company in the world.

The Jani-King Franchise Concept

- We bring your organization the "best of both worlds." You benefit from Jani-King's national/international expertise paired with the pride and dedication of a local franchise owner.
- At Jani-King, we know that the quality of service you receive depends on the motivation of the custodian on the job site. That's why we operate through a network of authorized and trained franchise owners – independent entrepreneurs whose success is directly tied to your satisfaction.
- A financial investment in a business of their own ensures that Jani-King franchise owners have a genuine concern for a job well done.



Regional Office Support

- Help is always just a phone call away!
- Although our franchise owners are motivated, flexible, and responsive to your needs, you may require additional support from time to time. A highly qualified staff of experts at our local Regional Office is available to support our franchise owners whenever necessary.
- Regional personnel make certain that our franchise owners have the training, equipment, insurance, and support necessary to provide you with consistent, quality janitorial services.



How We're Different

Professional Certifications

Our entire operations team is required to earn and maintain their RBSM certification (Registered Building Service Manager) through the Building Service Contractors Association International. As industry experts, they periodically inspect your facility and provide on-site training for the franchise owner to keep your facility looking its best at all times, ensuring the cleaning specifications and your expectations are consistently met or exceeded.

Communication

We understand the importance of good communication. Jani-King utilizes proactive communication tools to implement a continuous Quality Control Program that ensures your satisfaction.

- **Daily Communication** If you need special attention in a particular area, just leave us a note in the Customer Communication Log Book we provide. This log book is the first thing checked each night. Also, we'll report any maintenance or repair problem to you in this log book.
- **Inspections** To make sure that all areas are being cleaned as specified in your Maintenance Agreement, we'll routinely inspect your facility.
- **Feedback** We contact you regularly, via phone or email/online surveys, to get feedback on our performance. No matter how small the concern, a Customer Service Representative from our local Regional Office will contact you and coordinate any corrective actions with the franchise owner.

Risk Management

Jani-King and our customers are protected by one of the most comprehensive insurance programs in the commercial cleaning industry.

Supporting our Community

Our caring and commitment goes beyond our customers and into the local community. We contribute 10% of our profits to charities and understand that giving back to where we live and work creates stronger communities. It's just another way in which Jani-King is taking the lead and making a difference.

Supporting our Veterans

Veterans are graduates of one of the best business schools in the world - the military. They've learned intangible skills even the best colleges and universities can't teach - leadership, teamwork, discipline, and a never-quit attitude. Jani-King recognizes the value of these intangibles and we offer discounts to encourage veterans to join our team.



National Customers

We are the Industry Leader

Having achieved numerous successes and built relationships with many of the world's most trusted organizations over the last four decades, **Jani-King is considered a leading expert in the commercial cleaning industry.**

- *Entrepreneur* magazine has rated Jani-King the #1 Commercial Cleaning Franchise more than 20 times and also ranks Jani-King as one of the top-10 Best Performing Franchises of all-time!
- Jani-King has been recognized as an "Inc. 500" member 4 times.
- Because of our reputation, Jani-King attracts quality franchise owners and has gained the trust of some of the world's most prestigious companies and organizations.

Some of Our Customers & Sponsorships



TIFFANY & CO.





Tampa Bay References



In 2003, after an exhaustive RFP process involving over 50 janitorial companies, Jani-King was awarded the cleaning contract for all of the major buildings owned and managed by Hillsborough County. Consisting of 85 buildings, totaling more than 2 million square feet, and spread throughout a 1,024 square mile area, this contract was the largest in Jani-King's history. Our current contract with the county runs through 2018.



Johns Hopkins All Children's Hospital is ranked in the Top 50 by US News and World Report, providing innovative treatments and therapies for infants and children. Our partnership with All Children's began in 2015, servicing all of the Tampa Bay Outreach Centers. Our services include daily infection control and routine floor care programs.



Dex Imaging chose Jani-King to provide exceptional cleaning to their corporate offices in 2014. As they have expanded and acquired more buildings, we have provided additional services at these locations.



Since 2007, Jani-King has served as Florida Power & Light's preferred vendor for janitorial services throughout the state of Florida. Locally, Jani-King of Orlando services multiple FP&L facilities. We provide a full line of services including nightly cleaning, hard floor care, and project services. With extremely high security requirements, FP&L carefully selected Jani-King to trust with cleaning their most technically sensitive sites.



The industry leader in phosphate mining, Mosaic first partnered with Jani-King in 2012 for reliable and consistent service at each of their facilities. Due to our outstanding cleaning performance and professionalism, the partnership has expanded over the years with the award of several new buildings.



Since 1992, HealthCare Partners has been committed to developing innovative models of healthcare delivery that improve patients' quality of life while containing healthcare costs. HealthCare Partners manages and operates medical groups and affiliated physician networks across the US. As of 2014, HealthCare Partners provides integrated care management for nearly 829,000 managed care patients.

Cypress Creek Janitorial Scope of Services

-Provide Bid for 3 Days a Week Cleaning & a Separate Bid for 5 Days a Week Cleaning

-3 Pool Areas included in Bid

-Client will supply cleaning products

All Restrooms

1. Fill dispensers with towels, tissue and hand soap. Wipe dispenser fronts
2. Empty sanitary napkin receptacles, disinfect and re-line from stock.
3. Empty trash receptacles and wipe, if needed.
4. Clean and disinfect countertops, ledge and mirrors.
5. Sweep floor.
6. Disinfect interior and exterior of toilets, toilet seats and urinals. Polish chrome.
7. Spot clean toilet partitions.
8. Clean sinks and polish chrome fittings.
9. Remove splash marks from walls around sinks.
10. Wet mop restroom floors with disinfectant, pouring water down drains to eliminate odors.
11. Clean entrance and exit door.

Other Areas

1. **Trent Creek Pool** - Wipe and disinfect outdoor kitchen countertops, wipe and disinfect tables and chairs in the outdoor kitchen areas, remove trash and reline cans for all trashcans inside the pool fence area and dispose of in the dumpster. Disinfect and polish water fountains.

2. **Townhome Pool** – Wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water fountains. Remove trash and reline cans for all trashcans inside the pool fence area and dispose of in the dumpster.
3. **Orchids Pool** – Wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water fountains. Remove trash and reline cans for all trashcans inside the pool fence area. Take trash to either Trent Creek Pool Dumpster or the Townhome Pool Dumpster to dispose of.



Initial Clean

There will be a one-time charge to complete the items initialed with approval for Cypress Creek Ruskin within thirty (30) days of the Start Date of this Agreement (or upon future request).

AREAS / TASKS	Cypress Creek Ruskin	AMOUNT	INITIALS
WAXABLE FLOORS Existing floor finish will be removed, then the floors will be rinsed with clean water and four (4) thin even coats of floor finish will be applied. All furniture will be returned to its original position.		\$	
CARPETED FLOORS Carpeting will be thoroughly shampooed, taking care to get into corners and along edges		\$	
OFFICES, KITCHENS AND BREAKROOMS Vertical and horizontal surfaces, including desks, files, windowsills, tables, chairs, telephones, and doors will be thoroughly damp wiped Carpeting will be thoroughly vacuumed, taking care to get into corners and along edges Partitions and lobby glass will be washed Light fixtures, air diffusers, and door frames will be dusted Countertops, cabinets, and the exterior surfaces of appliances will be wiped with an all-purpose cleaner. Sinks will be washed with a non-abrasive cleaner and bright metal fixtures will be polished Microwave ovens will be cleaned inside and out		\$	
RESTROOMS Basins, toilets, urinals, showers, and floors will be scrubbed with an EPA-registered disinfectant Bright work will be polished Partitions will be cleaned with EPA-registered disinfectant Trash receptacles will be cleaned with EPA-registered disinfectant		\$195.00	
SCRUB (TILE FLOORS) Soil will be removed using a cleaning solution and power scrubber, then the floors will be rinsed with clean water to remove any residue. All furniture will be returned to its original position		\$	



Special Services

TASKS	Cypress Creek Ruskin	AMOUNT
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DISINFECT HIGH FREQUENCY TOUCH AREAS

\$

In addition to our standard Cleaning Schedule, we will use an EPA-registered disinfectant to wipe down high frequency touch points throughout your office. This includes all offices, workspaces, common areas, public areas, restrooms, conference rooms, and kitchen/breakrooms. Personal/private phones and keyboards are not included.

FULL OFFICE DISINFECTION (per service)

\$600.00

We will use an electrostatic sprayer (or comparable fogger/mister plus disposable wipes) and an EPA-registered disinfectant with a 99.99% kill rate to disinfect all horizontal and vertical surfaces in your facility. This includes all offices, workspaces, common areas, public areas, restrooms, conference rooms, and kitchen/breakrooms. For maximum effectiveness, you should have desks cleared of papers. When the work is completed, we will display a sign validating that the facility has been disinfected following CDC guidelines and provide a disinfection certification.

EXAMPLES OF HIGH FREQUENCY TOUCH AREAS

Lobby/Public	Elevator buttons, public phones/chairs/armrests/tables
Offices	Phones/keyboards/mice (shared), armrest
Restrooms	Countertops, sinks, faucets, toilets, dispensers, partitions
Breakrooms	Chairs, tabletops, appliances, sinks, faucets
Everywhere	Doorknobs, light switches, filing cabinet handles, public phones, printer tray, railings



Agreement

CUSTOMER NAME & ADDRESS

Cypress Creek Ruskin
7154 Trent Creek Dr
Ruskin, FL 33575

JANI-KING NAME & ADDRESS

DAZSER-TPA Corporation
Jani-King of Tampa Bay
2469 Sunset Point Road, Suite 200
Clearwater, FL 33765

FREQUENCY / DESCRIPTION	CONTRACT AMOUNT	INITIAL
3 services per week	\$885.00 per month	
5 services per week	\$1,455.00 per month	
Start Date		

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER-TPA Corporation d/b/a Jani-King of Tampa Bay as "Jani-King", "we", or "us". We refer to **Cypress Creek Ruskin** as "you" or "Customer."

The term of this Agreement is one (1) year from the date our services begin (the "Start Date"). This Agreement will automatically renew on each anniversary date for an additional one (1) year period under the same terms and conditions unless we receive written notice of your intention to cancel our services at least sixty (60) days before the anniversary date.

Our authorized franchise owner will furnish all labor, equipment, cleaning supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the "Contract Amount" shown above. Sales tax is not included in the Contract Amount and is your responsibility.

Consumables (trash can liners, paper towels, toilet paper, hand soap, etc) are not included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

CUSTOMER

Signature of Authorized Representative

Print Name, Title

Date

JANI-KING

Patrick Fallon

Signature of Authorized Representative

Patrick Fallon

Print Name

Date



Terms & Conditions

You have the right to terminate this Agreement for cause if performance is unsatisfactory. However, you agree that minor deficiencies in performance are not cause for termination of this Agreement. Before termination for cause is effective, you must give written notice stating in detail the nature of any defects in performance. Upon receipt of this notice, there is a 15-day period to cure the defects to your reasonable satisfaction (the "Cure Period"). If the defects are not cured during the Cure Period, you may terminate this agreement with written notice. If we do not receive written notice to the contrary during the Cure Period, all defects shall be deemed cured. You further agree that a service charge equal to the charge for one month of service shall be due if you terminate this Agreement before the end of the contract term for any reason other than cause or not complying with the procedures outlined above.

You agree to pay no later than the last day of each month (the "Due Date") for services and supplies rendered during the month. You also agree to pay any sales or use tax due on services and supplies. If payment is not received by the tenth (10th) of the following month, a finance charge equal to the maximum rate allowed by law will accrue from the Due Date. We may declare you in default of this Agreement and immediately suspend services if we fail to receive payment for services or supplies by the Due Date. We may terminate this Agreement with 30-day written notice. If we terminate this Agreement, we are not waiving any other applicable provisions.

You agree that feedback about our performance is important for us to provide satisfactory service and you agree to respond to regular surveys and participate in periodic inspections.

You agree to pay any costs we incur to collect any sums due under this Agreement. If legal action becomes necessary (including administrative or appellate proceedings), the prevailing party is entitled to recover reasonable costs and attorneys' fees. You also agree that jurisdiction and venue for any dispute shall be in Pinellas County, Florida, where our business office is located, and that Florida law shall apply to the resolution of any dispute.

We and our franchise owners are independent contractors and are not and will not be an employee or agent of yours during the term of this Agreement. We, our franchise owners, and their employees are not within the protection or coverage of your Workers Compensation Insurance. No withholding of Social Security, Federal or State Income Tax or other deductions will be made from the sums paid to us because they are contract payments and not wages.

The people selected to perform our obligations will be our franchise owners or subcontractors. We may assign or sublet the whole or any part of our interest or obligations under this Agreement to a franchisee, affiliate, or subsidiary.

You agree to pay a \$1,000 penalty per occurrence if you employ or contract with any of our employees, franchise owners and/or their employees/subcontractors during the term of this Agreement or within 180 days after this Agreement ends.

Services for New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas are not included in the Contract Amount. We will attempt to reschedule any service that falls on one of those days.

You agree that the Contract Amount may periodically be adjusted up or down, based on changes in the Consumer Price Index (6% max) and/or Minimum Wage laws, but never more than once a year.

Our rights and duties under this Agreement are personal and may not be assigned, transferred, waived, or otherwise affected in any way by any of our employees, representatives, or franchise owners.

If any part of this Agreement is declared invalid, the remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.

You acknowledge that you have reviewed and have had the opportunity to discuss the terms of this Agreement and the attached Cleaning Schedule with our representative and agree that its terms reflect the entire agreement between us. Any changes or modifications to this Agreement must be in writing and signed by both parties.

Cypress Creek Ruskin

Customer Initials:

iii.

**JNJ Cleaning Services LLC
10227 Summer Azure Drive
Riverview Florida 33578
813-789-4276**

**Cypress Creek
Club House
Cleaning Services
Proposal**

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. Club House Cleaning Services Proposal

General Information

Club House Cleaning Services Proposal

JNJ Cleaning Services proposal is for use when submitting a bid to a company in order to clean an office or a suite of offices. This proposal sets forth the size of the office, a detailed description of the services to be performed and how payment should be made for the cleaning services (i.e., daily, weekly, or monthly). This proposal also sets out who will supply the cleaning materials, the dates of cleaning services, the term of the agreement and how the agreement can be terminated.

Instructions and Checklist

Club House Cleaning Services Proposal

- ☐ The parties should read the agreement carefully.
- ☐ This form contains the basic terms and language that should be included in similar agreements.
- ☐ The client/customer who accepts the bid proposal must sign the document.
- ☐ Both parties should retain either an original or copy of the signed agreement.
- ☐ All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DISCLAIMER:

Due to COVID 19 and accordingly, CDC regulations and EPA. All disinfectants for use against SARS-CoV-2 are to be used within Cypress Creek, Trent Creek Pool, Townhome Pool and Orchids Pool. Our products meet EPA's criteria for use against SARS-CoV-2.

NOTE:

JNJ Cleaning Services is not responsible either liable for anyone who, for some reason, gets infected with COVID 19 within this facility.

Prices might be subject to change due to an increase in gas, licensing, insurance, and or supplies costs not to exceed \$100.00 per year. However, it is always for the benefit of Cypress Creek, and to protect the contractor in the event prices changes considerably. Both parts should agree on this disclaimer. JNJ Cleaning Services will have to sanitize the premises 5 days a week (Not just

cleaning), nonetheless, JNJ Cleaning Services is making sure the cleaning and sanitizing of the clubhouse are according to CDC and EPA's criteria.

OFFICE CLEANING SERVICES BID PROPOSAL

Proposal #: 001	Date: 01 September 2020
JNJ Cleaning Services	Cypress Creek Club House
10227 Summer Azure Drive	7154 Trent Creek Drive,
Riverview, Florida 33578	Ruskin Drive, Florida 33573
Phone: 813-789-4276	Phone: 727-229-7446
Email: jnjcleaningservices@outlook.com	Fax / Email: aferguson@gmscfl.com
Prepared by Cesar A. Cano	Contact Name: Amanda Ferguson

The Services we will provide are as follows:

No	Service Description	Amount Payable Monthly
1	Clean, disinfect and Sanitize all restroom as to include toilet, sink, and urinals. Sweep and mop restroom floors.	
2	Clean and Sanitize tables, chairs, and furniture overall within the pool area.	
3	Clean and sanitize and water fountain inside and outside.	
4	Clean and sanitize every door handle within the clubhouse as to include the pool entrance.	
5	Clean and sanitize mirrors in the female and male restrooms. Clean entrance and exit door.	
6.	Clean and disinfect countertops, ledge and mirrors.	
7.	Wet mop restroom floors with disinfectant, pouring water down drains to eliminate odors. Polish Chrome.	
8.	Remove splash marks from walls around sinks.	
9.	Clean sinks and polish chrome fittings	
10.	Take all trash out and keep toilet paper, hand soap, trash bags, and paper towel supplied. Wipe dispenser fronts.	
11.	<u>Trent Creek Pool</u> wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water fountains. Remove trash and reline cans for all trashcans inside the pool fence area and dispose of in the dumpster.	
12.	<u>Townhome Pool</u> Wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water fountains. Remove trash and reline cans for all trashcans inside the pool fence area and dispose of in the dumpster.	
13.	<u>Orchids Pool</u> - Wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water	

	fountains. Remove trash and reline cans for all trashcans inside the pool fence area. Take trash to either Trent Creek Pool Dumpster or the Townhome Pool Dumpster to dispose of.	
TOTAL		\$1400.00

TERMS AND CONDITIONS:

1. Cleaning supplies to perform this service will be supplied by: JNJ Cleaning Services LLC.
2. The terms of this Agreement will take place: 5 Time(s) Per week. Total costs of service will be: \$1400.00 and payable no later than the 15th of the following month.
3. Date of service will be Monday-Saturday, having Wednesday and Sunday OFF. In the morning or in the evening after the pool closes for the day. So, it will be ready for next day.
4. This Agreement will expire in one (1), year or unless sanitization procedures or organization changes and either party are not in compliance with this proposal.
5. In the event this proposal proves unsatisfactory by either party. It may be terminated by a 30 days' written / verbal notice by either party.

Quoted by Cesar A Cano (Owner) *Cesar Cano* 1 September 2020

Acceptance of Proposal- The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above to do the work in a timely and professional manner. Payment will be made on the date described above.

Signature of Acceptance

Date

**JNJ Cleaning Services LLC
10227 Summer Azure Drive
Riverview Florida 33578
813-789-4276**

**Cypress Creek
Club House
Cleaning Services
Proposal**

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DISCLAIMER:

Due to COVID 19 and accordingly, CDC regulations and EPA. All disinfectants for use against SARS-CoV-2 are to be used within Cypress Creek, Trent Creek Pool, Townhome Pool and Orchids Pool. Our products meet EPA's criteria for use against SARS-CoV-2.

NOTE:

JNJ Cleaning Services is not responsible either liable for anyone who, for some reason, gets infected with COVID 19 within this facility.

Prices might be subject to change due to an increase in gas, licensing, insurance, and or supplies costs not to exceed \$100.00 per year. However, it is always for the benefit of Cypress Creek, and to protect the contractor in the event prices changes considerably. Both parts should agree on this disclaimer. JNJ Cleaning Services will have to sanitize the premises 3 days a week (Not just

cleaning), nonetheless, JNJ Cleaning Services is making sure the cleaning and sanitizing of the clubhouse are according to CDC and EPA's criteria.

OFFICE CLEANING SERVICES BID PROPOSAL

Proposal #: 001	Date: 01 September 2020
JNJ Cleaning Services	Cypress Creek Club House
10227 Summer Azure Drive	7154 Trent Creek Drive,
Riverview, Florida 33578	Ruskin Drive, Florida 33573
Phone: 813-789-4276	Phone: 727-229-7446
Email: jnjcleaningservices@outlook.com	Fax / Email: aferguson@gmscfl.com
Prepared by Cesar A. Cano	Contact Name: Amanda Ferguson

The Services we will provide are as follows:

No	Service Description	Amount Payable Monthly
1	Clean, disinfect and Sanitize all restroom as to include toilet, sink, and urinals. Sweep and mop restroom floors.	
2	Clean and Sanitize tables, chairs, and furniture overall within the pool area.	
3	Clean and sanitize and water fountain inside and outside.	
4	Clean and sanitize every door handle within the clubhouse as to include the pool entrance.	
5	Clean and sanitize mirrors in the female and male restrooms. Clean entrance and exit door.	
6.	Clean and disinfect countertops, ledge and mirrors.	
7.	Wet mop restroom floors with disinfectant, pouring water down drains to eliminate odors. Polish Chrome.	
8.	Remove splash marks from walls around sinks.	
9.	Clean sinks and polish chrome fittings	
10.	Take all trash out and keep toilet paper, hand soap, trash bags, and paper towel supplied. Wipe dispenser fronts.	
11.	<u>Trent Creek Pool</u> wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water fountains. Remove trash and reline cans for all trashcans inside the pool fence area and dispose of in the dumpster.	
12.	<u>Townhome Pool</u> Wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water fountains. Remove trash and reline cans for all trashcans inside the pool fence area and dispose of in the dumpster.	
13.	<u>Orchids Pool</u> - Wipe and disinfect tables and chairs under the covered pavilion. Disinfect and polish water	

	fountains. Remove trash and reline cans for all trashcans inside the pool fence area. Take trash to either Trent Creek Pool Dumpster or the Townhome Pool Dumpster to dispose of.	
TOTAL		\$850.00

TERMS AND CONDITIONS:

1. Cleaning supplies to perform this service will be supplied by: JNJ Cleaning Services LLC.
2. The terms of this Agreement will take place: 3 Time(s) Per week. Total costs of service will be: \$850.00 and payable no later than the 15th of the following month.
3. Date of service will be Monday, Wednesday, and Friday. In the event a federal holiday occurs within Monday or Friday, the cleaning services team will clean the day prior. Cleaning services will be provided in the morning or in the evening after the pool closes for the day. So, it will ready for next day.
4. This Agreement will expire in one (1), year or unless sanitization procedures or organization changes and either party are not in compliance with this proposal.
5. In the event this proposal proves unsatisfactory by either party. It may be terminated by a 30 days' written / verbal notice by either party.

Quoted by Cesar A Cano (Owner) *Cesar Cano* 1 September 2020

Acceptance of Proposal- The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above to do the work in a timely and professional manner. Payment will be made on the date described above.

Signature of Acceptance

Date

iv.



Red Light Clean
122 E Main St 269, Lakeland, FL 33801, US

Service Proposal

Proposal Date: August 25, 2020

prepared for

Cypress Creek Ruskin
7154 Trent Creek Dr, Sun City Center, FL 33573, US

CHARGES

Janitorial Cleaning 3X per Week-\$538.45/Month

Janitorial Cleaning 5X per Week-\$702.14/Month

Optional Supplies to replenish additional \$200/Month

SERVICE FREQUENCY

TBD

SCOPE OF WORK

Bathrooms

Task	Frequency
Clean and disinfect all fixtures (sinks, toilets, urinals) and countertops	Daily
Clean mirrors and spot clean any glass	Daily
Mop floor with neutral floor cleaner	Daily
Perform dusting on horizontal surfaces	Daily
Perform high dusting on vertical surfaces	Monthly
Re-stock paper products (hand towels, toilet paper) and hand soap as necessary	Daily
Remove garbage and replace liner as needed	Daily
Spot clean partitions	Weekly
Sweep floor surfaces	Daily

AREAS

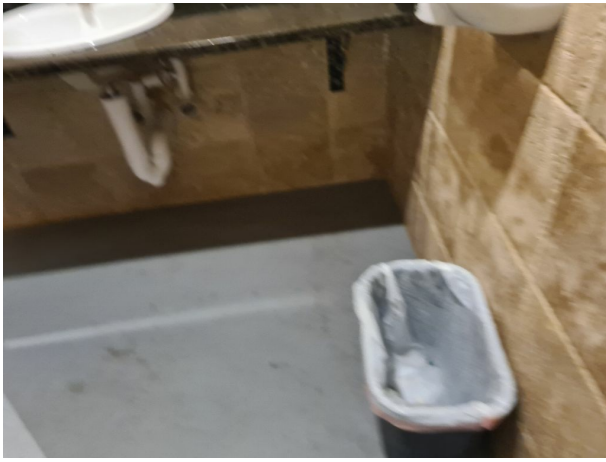
Women Restroom (*Bathroom*)





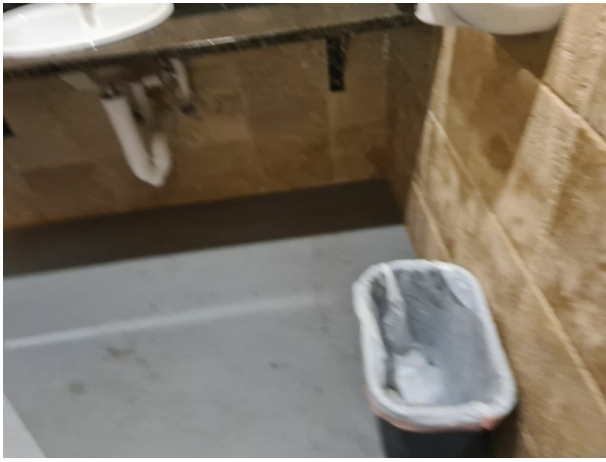
Men Restroom (*Bathroom*)





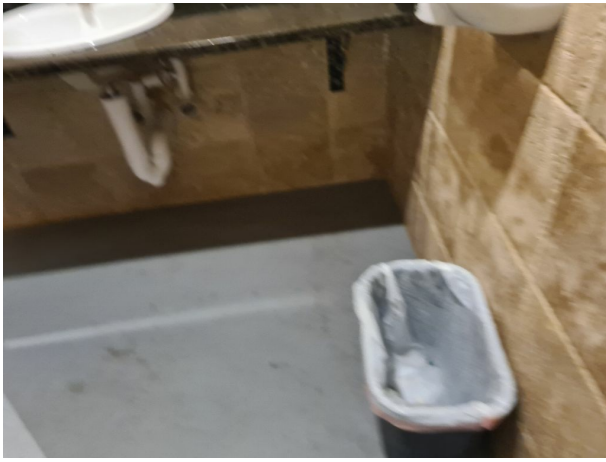
Men Restroom (*Bathroom*)





Men Restroom (*Bathroom*)





Women Restroom (*Bathroom*)



Women Restroom (*Bathroom*)



The Undersigned customer, **Cypress Creek Ruskin** (hereafter referred to as "CUSTOMER") hereby accepts the proposal of **Red Light Clean** (hereafter referred to as "CONTRACTOR") for CUSTOMER's premises located at ***7154 Trent Creek Dr, Sun City Center, FL 33573, US.***

Upon the following terms:

- CONTRACTOR acknowledges that CONTRACTOR will delegate all Services to be performed as an Independent Contractor.
- Included in the Service Charge will be service, supplies, and any equipment which will be furnished by CONTRACTOR. The Service Charge does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse CONTRACTOR the amount of any such taxes if paid by CONTRACTOR, on CUSTOMER's behalf.
- All Services specified in the Task Schedule section of this Proposal will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Scope of Work will be provided under this Service Agreement.

- CONTRACTOR maintains and carries the required General Liability and Umbrella Insurance.
- 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 CONTRACTOR accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.
- Services shall be performed as stated in the Task Schedule section of this Proposal except for the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
- 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.
- Any information, suggestions, or ideas transmitted by CUSTOMER to CONTRACTOR in connection with products ordered by CUSTOMER are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by an officer of the Company.
- All Parties contributed to the drafting of the Agreement and no presumption for or against any party to this Agreement shall arise as a result of the drafting. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, governmental regulation or ordinance contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event, the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within legal requirements.
- This Service Agreement constitutes the complete agreement of the parties concerning the provision of 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
- This Agreement may be executed in counterparts and via facsimile or PDF, and may be distributed via email, none of which shall affect the validity or enforceability of this agreement.
- CUSTOMER to be billed Bi-weekly and CUSTOMER agrees to pay CONTRACTOR the

amount that is due and owing under the terms of this Service Agreement within 15 days of billing date. Late payments may accrue finance charges as referenced herein. CONTRACTOR can receive payment in the form of a check, ACH or credit card on file.

- Term of the Service Agreement is for one year. The one-year period shall begin on the date services are scheduled to begin. CUSTOMER can cancel with a 30-day written notice if they are unsatisfied with their services. CUSTOMER must agree to give CONTRACTOR ample time to attempt to rectify any complaints or concerns with service.
- Service Contract will automatically renew if CUSTOMER does not notify CONTRACTOR of any revisions. In return if anything changes with agreement, the CONTRACTOR will notify the CUSTOMER
- CONTRACTOR reserves the right to charge 2.5% late fee per month or 30% annually on all past due accounts if there is no action taken on the CUSTOMER side.
- Labor rate is based upon current minimum wage rates and are subject to change state by state. If minimum wage increases, then there will be an equal percentage increase to contract service agreement upon renewal date.

SECURITY/ ENTRY

Our policy is to lock the door while we are cleaning and to not allow access to unknown people. For safety reasons, please don't rely on our cleaning teams to let in workmen during the time we are in your office/building.

WEATHER

In severe weather, we may determine it is not safe to travel and/or carry equipment and supplies to your office/building; therefore your cleaning service for that day will be cancelled and will resume when conditions permit. RLM will not be held liable in anyway. If and when this occurs, we will reschedule in writing via email.

CONTACTING US

Email: Contact@redlightclean.com; 800-549-5455 or 786-458-6676 after 6pm (call or text) If there is an emergency, please indicate on voice mail. Email is the preferred method. Do NOT contact your assigned cleaner directly for any reason.

Any requests, changes, etc. must go through the main office.

HIRING OF RLM STAFF

All of our cleaners have signed a "Non-Compete Agreement" with RLM. Therefore

they are prohibited from soliciting business from any client on his/her own behalf or on behalf of any third party during their employment with RLM or for (2) two years following leaving or termination, without written approval from RLM. Therefore, you agree not to hire past or present cleaning team members of RLM for a period of not less than 2 years from the date the team member last worked for RLM. A great deal of time and resources are put into hiring our staff.

However, in the event you feel you must hire a team member of RLM in spite of this agreement, then a \$1,500.00 placement fee is due immediately upon contractual duty of the past/present team member, regardless of whether the cleaner is regular or on a contract basis. In this event and payment is not received within 30 days of written notice and an account requires legal or collection action, client/homeowner agrees to pay all cost of collection without limitations for reasonable attorney fees, interest on past due amount, court costs, and all collection costs.

Moreover, RLM reserves the right to place a lien and or a judgment upon your primary or rental home or business for a delinquent payment and you the homeowner or business owner agrees to pay all legal fees and time spent for remedy.

ACCIDENTS/DAMAGE

Because of the nature of our business, our staff is required to touch virtually everything in your home/ office. We are as careful as possible; however, if something does get damaged while cleaning your home or office, our staff is instructed to call our office at once and to leave a note advising you of the incident. The office will also follow-up with a phone call or email to you to determine the best course of action. In the event an item is damaged or broken we reserve the option of repair or replacement. A dollar value of "one-of-a-kind" items destroyed must be demonstrated in order that a settlement may be determined.* Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

- The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
- Any late payments will trigger a fee of 25.00% per month on the amount still owing.
- This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if

evidenced in writing signed by each Party or an authorized representative of each Party

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for exactly 1 year from the signed date on agreement, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- In the event that either Party wishes to terminate this agreement prior to 1 year from the signed dated noted on agreement, that Party will be required to provide 30 days' written notice to the other Party.
- To account for inflation cost, as of January 1, 2020 there will be an added increase of 3% every other contract year.

*

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Service Proposal Agreement by their duly authorized representatives on the dates set forth below.

Cypress Creek Ruskin

Red Light Clean

Signature

Signature

Print Name and Title

Print Name and Title

Service Start Date

Service Start Date

SECTION C

i.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5J6NEY5

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5J6NEY5

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5J6NEY5

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Advanced Maintenance and 2 Access Control Inspection PROVIDED
Additional Services:	Access Control

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	TO BE INSTALLED:	
1	4-Dr Starter Kit: CE S/W, KT-400, 3 P325XSF Readers, 1 P325KPXSF Reader, 5 P40KEY Keyfobs	
1	Locksmith	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$10,533.88
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$10,533.88
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,025.40
* Estimated Tax(es):	\$87.16
TOTAL ANNUAL SERVICE CHARGE:	\$1,112.56

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Amanda Ferguson-aferguson@gmscfl.com 727-229-7446; Damian Acevedo-JCI-941-315-8140

System Operation: Installing access control card readers, panel and software. Locks will be installed on the bathroom doors as well as the service room double door. we will also be replacing an existing key pad to the gate for the pool area with a card reader

Programming Info: • Programming of groups and Access levels will be provided by the Customer. Customer will be trained on the programming and will input own database information.

Customer responsible for creating and printing all badges. Data base to be completed after JCI provides and installs software on customer provided server/computer. • Standard programming for standard or hosted access control system. Installers will program the first 5 cards and will create the door schedules for the start of the system. Please assist with loading software on the customer provided computer.

Site Conditions: existing construction of a pool house mostly stucco/concrete walls. installing access on bathrooms and service room double door as well as replacing key pad with card reader on main gate to pool space.

Existing Equipment: they have access by way of key pad driving the gate into the building. we will be replacing that key pad with our card readers

Customer Expectations: Professional, Code Compliant installation of an Access Control System. All work under this proposal including inspections and pretesting is to be performed during normal business hours on normal workdays. Unless otherwise specified, normal working hours are 8:00 AM to 5:00 PM, Monday through Friday exclusive of locally or nationally observed holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owners representative with a schedule of costs. Upon acceptance of the change order the work will be done and an invoice for the additional costs will be submitted to the owner for payment. JCI IS will coordinate with the customer representative a mutually agreeable installation time. Installation will be professional and tidy with no littering of items on the floor or around the work area. Idle time incurred by JCI employees due to clearances, escorts, or other factors beyond our

control when aggregated in excess of one (1) man-hour will be billed at our prevailing labor rates.[]

Training Expectations: • Train Customer to Add and Delete Access Control Cards, enroll new users, program door schedules, view alarm events, set user access levels and generate reports, How to Remote Access via app and view General System Operations.[] • Log on and off the system[] • Create Users and permissions in the system[] • Add a new card holder to the system[] • Edit an existing card holder record[] • Create or edit an employee badge[] • Create and edit schedules for cards and doors[] • Control door locking hardware manually[] • Create and edit access levels[] • Backup system files[] • Generate and print reports for alarm for alarm, card transaction[] • Verify panel communications.[]

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: • Customer to provide 120VAC as required[] • Customer to provide Internet/IP connection within 5 feet of the access control panel(s). [] • Customer to provide wall space to mount the access control panel(s).[] • Customer to provide access control PC with the access control software for site administration and IT Network technical support and assistance[] • All doors to be in proper working order to work with the locking hardware. [] • JCI is not responsible for damaged ceiling tiles, painting or patching.[] • Customer to provide Access Control database in excel format for data uploading.[] • For buildings built before 1980 an asbestos abatement letter must be provided.[] • If there are any other required parts that are needed to complete the installation that were not discovered at the initial site survey or from changes that were made to the location, JCI will provide a change order to provide the parts to complete the installation at the Customers expense.[] • Customer to provide dedicated IP network resources required for the Access Control System. This includes associated ports, IP address ranges, and network drop. [] • Customer to provide for all floor to floor cored drilling penetrations.[] • Customer to provide secure on site storage for the lift, wire and material.[] • Customer is responsible for any underground conduit to any device that JCI needs to connect to[]

Documentation Needs: [] • Customer shall receive all software, manuals and specification sheets for all new devices installed.[] • Return a Customer Acceptance form to the local ITM[]

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan (“Advanced Maintenance”). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including

lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON

CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444

(the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5J6NEY5

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may be situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or locksmith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

Electrical Power. Customer is responsible for providing 110V power at each device location.

Computer System for Access Control. Customer understands that the Access Control System selected by Customer is managed by a central processing unit (CPU). Customer understands that the cost of the CPU is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Johnson Controls at the time of installation, the required CPU with processing capabilities that meet or exceed the specifications provided by Johnson Controls and/or the Access Control System manufacturer.

Hardware for Access Controlled Doors. Customer understands that the cost of the Access Control System does not include access door hardware and such hardware is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Johnson Controls at the time of installation, the required egress and lock door hardware for all access controlled doors.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5IY3CJP

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). **ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5IY3CJP

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-51Y3CJP

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

No Service Selected

Video Equipment:

Closed Circuit Television PROVIDED

Maintenance Service Plan; Preventive Maintenance/Inspection:

Advanced Maintenance PROVIDED / Inspections NOT PROVIDED

Additional Services:

No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	NVR, 64 CHAN, 2 TB, DESKTOP	
1	T8508 POE+ NETWORK SWITCH EUR MANAGED GIGABIT, 2X SFP/RJ45 8X POE+ PORTS	
3	ILLUSTRA ESSENTIALS 2MP DOME, 2.7-13.5MM, OUTDOOR, VANDAL, CLEAR, WHITE, TDN W/I	
1	ILLUSTRA FLEX 3MP MINI-DOME, 2.8-12MM, OUTDOOR, VANDAL, CLEAR, WHITE, TDN W/I/R,	
1	Mount, wall arm, for NV LookOut, no plate, use w/ ADLOMA	
1	illustra 600/610 Dome pendant cap Indoor white	
4	ILLUSTRA PRO 3 SERIES UNIVERSAL ELECTRICAL BOX MOUNTING PLATE	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$6,734.70
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$6,734.70
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,033.00
* Estimated Tax(es):	\$87.81
TOTAL ANNUAL SERVICE CHARGE:	\$1,120.81

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Amanda Ferguson- 727-229-7446 Damian Acevedo- JCI- Damian.acevedo@jci.com 941-315-8140

System Operation: We will be installed 4 illustra dome cameras at a pool house. 3x2mp domes will be going in the picnic area by the rest rooms, just over the double doors to the service room and one by the mail boxes and one 5 MP camera over looking the pool. All camera locations are depicted in detail in the attached drawings and photos

Programming Info: The Tyco NCOE Professional Services team will provide the following programming services under this scope of work (SOW):

• Create or modify (17) camera configurations to include: o Video settings o Camera Name o Resolution o Frame Rate Mode o Frame Rate o Configure \"basic\" events associated with cameras o Record on Motion o

Create or modify the site information

Streaming Method o Audio (if

Site Conditions: Existing construction. stucco walls and ceilings all outdoor

Existing Equipment: None that pertains to video at this location

Customer Expectations: All work under this proposal including inspections and pretesting is to be performed during normal business hours on normal workdays. Unless otherwise specified, normal working hours are 8:00 AM to 5:00 PM, Monday through Friday exclusive of locally or nationally observed holidays.

Training Expectations: The customer will designate the location and the personnel to be trained and at what level of authorization. The training will consist of: Live usage Video searches Remote access How to save footage How to set up a VMS video view and save it per user How to reset and reboot the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: Please make sure there is someone on site who can give the technicians access to the service room when installing

Documentation Needs: sign off as needed

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS
V.Customer and Johnson Controls agree as follows:
A. Services.
A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.
A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.
A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.2 Advanced Maintenance Service Plan (“Advanced Maintenance”). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).
A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service (“T/I”). Intentionally left blank - Services have not been purchased.
A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.
A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls’ and/or Johnson Controls Supplier’s aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or

Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.
A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.
A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.
A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.
A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.
A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.
A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.
A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased
A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
A.27 Vape Detection System. Intentionally left blank - Services have not been purchased.
A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.
8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences thereof that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any

time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5IY3CJP

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
10202 Carp Hollow Rd,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or lock-smith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work.

Electrical Power. Customer is responsible for providing 110V power at each device location.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JBVBL5

DATE: 8/21/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a: Governmental Management Services
("Customer")
Customer Billing Information
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). **ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JBYBL5

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JBYBL5

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Advanced Maintenance and 2 Access Control Inspection PROVIDED
Additional Services:	Access Control

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	TO BE INSTALLED:	
1	4-Dr Starter Kit: CE S/W, KT-400, 3 P325XSF Readers, 1 P325KPXS Reader, 5 P40KEY Keyfobs	
1	Locksmith	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$10,533.88
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$10,533.88
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,025.40
* Estimated Tax(es):	\$87.16
TOTAL ANNUAL SERVICE CHARGE:	\$1,112.56

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Amanda Ferguson- 727-229-7446; Damian Acevedo- Damian.j.acevedo@jci.com 941-315-8120

System Operation: We will be installing a kt400 access control kit to their service room door, mens room, women's room and to the front gate of this pool house. The front gate has a keypad we are removing and using the existing wiring to wire up the new pad.

Programming Info: • Programming of groups and Access levels will be provided by the Customer. Customer will be trained on the programming and will input own database information.

Customer responsible for creating and printing all badges. Data base to be completed after JCI provides and installs software on customer provided server/computer. • Standard programming for standard or hosted access control system. Installers will program the first 5 cards and will create the door schedules for the start of the system. Please assist with loading software on the customer provided computer.

Site Conditions: existing all stucco walls

Existing Equipment: they have a honey well access system controlling the gate to the pool. we are replacing with our kt400 and using the keypad wires to wire the new reader. the service room gets the keypad from the new kit

Customer Expectations: Professional, Code Compliant installation of an Access Control System. All work under this proposal including inspections and pretesting is to be performed during normal business hours on normal workdays. Unless otherwise specified, normal working hours are 8:00 AM to 5:00 PM, Monday through Friday exclusive of locally or nationally observed holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owners representative with a schedule of costs. Upon acceptance of the change order the work will be done and an invoice for the additional costs will be submitted to the owner for payment. JCI IS will coordinate with the customer representative a mutually agreeable installation time. Installation will be professional and tidy with no littering of items on the floor or around the work area. Idle time incurred by JCI employees due to clearances, escorts, or other factors beyond our

control when aggregated in excess of one (1) man-hour will be billed at our prevailing labor rates.¶

Training Expectations: • Train Customer to Add and Delete Access Control Cards, enroll new users, program door schedules, view alarm events, set user access levels and generate reports, How to Remote Access via app and view General System Operations.¶ Log on and off the system.¶ Create Users and permissions in the system.¶ Add a new card holder to the system.¶ Edit an existing card holder record.¶ Create or edit an employee badge.¶ Create and edit schedules for cards and doors.¶ Control door locking hardware manually.¶ Create and edit access levels.¶ Backup system files.¶ Generate and print reports for alarm for alarm, card transaction.¶ Verify panel communications.¶

General Comments: the service room gets the keypad from the new kit. the bathrooms and pool gate get the card readers. ¶ Hardware for Access Controlled Doors. Customer understands that the cost of the Access Control System does not include access door hardware and such hardware is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to JCI at the time of installation, the required egress and lock door hardware for all access controlled doors. ¶ Computer System for Access Control. Customer understands that the Access Control System selected by Customer is managed by a central processing unit (CPU). Customer understands that the cost of the CPU is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to JCI at the time of installation, the required CPU with processing capabilities that meet or exceed the specifications provided by JCI and/or the Access Control System manufacturer. ¶ Elevator Integration. Cable installation and integration to elevator will be provided by Customer's elevator vendor/servicing company. ¶

TCP/IP. Customer will supply a TCP/IP Ethernet network address per JCI specifications for access control system operation. ¶ The customer is to provide doors in proper operating condition. The customer is to provide a dedicated computer with UPS for the access system. The customer is to provide 110 VAC on an unswitched branch circuit in the IT room dedicated for the access control system. The customer is to provide a fire alarm interface relay for door release on general fire alarm.¶ Point of Connection – Fire System. Customer will supply the necessary alarm outputs from Customer's fire alarm panel for connection to JCI Equipment.¶

Customer Responsibilities / Johnson Controls Exclusions: • Fire Alarm Company to be coordinated by customer.¶ Customer to provide 120VAC as required.¶ Customer to provide Internet/IP connection within 5 feet of the access control panel(s). ¶ Customer to provide wall space to mount the access control panel(s).¶ Customer to provide access control PC with the access control software for site administration and IT Network technical support and assistance.¶ All doors to be in proper working order to work with the locking hardware. ¶

JCI is not responsible for damaged ceiling tiles, painting or patching.¶ Customer to provide Access Control database in excel format for data uploading.¶ For buildings built before 1980 an asbestos abatement letter must be provided.¶ If there are any other required parts that are needed to complete the installation that were not discovered at the initial site survey or from changes that were made to the location, JCI will provide a change order to provide the parts to complete the installation at the Customers expense.¶ Customer to provide dedicated IP network resources required for the Access Control System. This includes associated ports, IP address ranges, and network drop.¶ Customer to provide for all floor to floor cored drilling penetrations.¶

Customer to provide secure on site storage for the lift, wire and material.¶ Customer is responsible for any underground conduit to any device that JCI needs to connect to.¶ Upon removal of current readers, hardware, back boxes of current access control system, it is understood that JCI is not responsible for any sheetrock repair, patch work or painting.¶ JCI is assuming the existing wiring is in operating condition and is not damaged. If during system installation, it's determined this wiring is not operative then, its replacement and associated labor, will be handled at an additional cost to be supplied to the Customer prior to the work being performed.¶ Safety glasses, hearing protection and hard hats may be required in certain areas

Documentation Needs: Customer shall receive all software, manuals and specification sheets for all new devices installed.¶ Return a Customer Acceptance form to the local ITM¶

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan (“Advanced Maintenance”). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including

lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON

CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444

(the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 00307401118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JB5BL5

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/21/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a: Governmental Management Services
("Customer")
Customer Billing Information
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may be situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or locksmith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work.

Electrical Power. Customer is responsible for providing 110V power at each device location.

Computer System for Access Control. Customer understands that the Access Control System selected by Customer is managed by a central processing unit (CPU). Customer understands that the cost of the CPU is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Johnson Controls at the time of installation, the required CPU with processing capabilities that meet or exceed the specifications provided by Johnson Controls and/or the Access Control System manufacturer.

Hardware for Access Controlled Doors. Customer understands that the cost of the Access Control System does not include access door hardware and such hardware is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Johnson Controls at the time of installation, the required egress and lock door hardware for all access controlled doors.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JC74JP

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). **ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JC74JP

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JC74JP

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

No Service Selected

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

Advanced Maintenance and 2 Access Control Inspection PROVIDED

Additional Services:

Access Control

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	TO BE INSTALLED:	
1	4-Dr Starter Kit: CE S/W, KT-400, 3 P325XSF Readers, 1 P325KPXSF Reader, 5 P40KEY Keyfobs	
1	4-Door Expansion Kit: KT-400, 4 P325XSF Readers, TR1675 transformer, KT-BATT-12 battery	
2,000	ioProx keytag, 26-bit Wiegand (Increment Qty 25)	
1	Locksmith	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$23,396.57
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$23,396.57
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,631.60
* Estimated Tax(es):	\$138.69
TOTAL ANNUAL SERVICE CHARGE:	\$1,770.29

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Amanda Ferguson-727-229-7446 | Damian Acevedo-JCI-Damian.j.acevedo@jci.com 941-315-8140

System Operation: We will be installing a kantech kt 400 and 400 expansion pack to control the 6 doors depicted in the drawings. 2 card readers will be replacing key pads on the main entry gates. the other 4 card readers we are installing will be going on A. double door for office B.mens room C. Ladies room D. service closet room with the spare parts provided in the event the client would like to use it on the 2 other gates. these gates currently have key pad access but they would like to simply have that be disabled for now and those gates exclusively be used for egress. additional labor provided to disable keypads on those gates.

Programming Info: • Programming of groups and Access levels will be provided by the Customer. Customer will be trained on the programming and will input own database information.

Customer responsible for creating and printing all badges. Data base to be completed after JCI provides and installs software on customer provided server/computer. • Standard programming for standard or hosted access control system. Installers will program the first 5 cards and will create the door schedules for the start of the system. Please assist with loading software on the customer provided computer.

Site Conditions: existing construction raised ceiling (12') all stucco

Existing Equipment: customer had honeywell controlled keypad access we are replacing this with the kt400 and expansion pack. we are reusing the wires for the gates that we are replacing keypads

for card readers.

Customer Expectations: Professional, Code Compliant installation of an Access Control System. All work under this proposal including inspections and pretesting is to be performed during normal business hours on normal workdays. Unless otherwise specified, normal working hours are 8:00 AM to 5:00 PM, Monday through Friday exclusive of locally or nationally observed holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owners representative with a schedule of costs. Upon acceptance of the change order the work will be done and an invoice for the additional costs will be submitted to the owner for payment. JCI IS will coordinate with the customer representative a mutually agreeable installation time. Installation will be professional and tidy with no littering of items on the floor or around the work area. Idle time incurred by JCI employees due to clearances, escorts, or other factors beyond our control when aggregated in excess of one (1) man-hour will be billed at our prevailing labor rates.

Training Expectations: • Train Customer to Add and Delete Access Control Cards, enroll new users, program door schedules, view alarm events, set user access levels and generate reports, How to Remote Access via app and view General System Operations. • Log on and off the system. • Create Users and permissions in the system. • Add a new card holder to the system. • Edit an existing card holder record. • Create or edit an employee badge. • Create and edit schedules for cards and doors. • Control door locking hardware manually. • Create and edit access levels. • Backup system files. • Generate and print reports for alarm for alarm, card transaction. • Verify panel communications.

General Comments: • Hardware for Access Controlled Doors. Customer understands that the cost of the Access Control System does not include access door hardware and such hardware is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to JCI at the time of installation, the required egress and lock door hardware for all access controlled doors. • Computer System for Access Control. Customer understands that the Access Control System selected by Customer is managed by a central processing unit (CPU). Customer understands that the cost of the CPU is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to JCI at the time of installation, the required CPU with processing capabilities that meet or exceed the specifications provided by JCI and/or the Access Control System manufacturer. • Elevator Integration. Cable installation and integration to elevator will be provided by Customer's elevator vendor/servicing company. • TCP/IP. Customer will supply a TCP/IP Ethernet network address per JCI specifications for access control system operation. • The customer is to provide doors in proper operating condition. The customer is to provide a dedicated computer with UPS for the access system. The customer is to provide 110 VAC on an unswitched branch circuit in the IT room dedicated for the access control system. The customer is to provide a fire alarm interface relay for door release on general fire alarm. • Point of Connection – Fire System. Customer will supply the necessary alarm outputs from Customer's fire alarm panel for connection to JCI Equipment.

Customer Responsibilities / Johnson Controls Exclusions: • Customer to provide 120VAC as required. • Customer to provide Internet/IP connection within 5 feet of the access control panel(s). • Customer to provide wall space to mount the access control panel(s). • Customer to provide access control PC with the access control software for site administration and IT Network technical support and assistance. • All doors to be in proper working order to work with the locking hardware. • JCI is not responsible for damaged ceiling tiles, painting or patching. • Customer to provide Access Control database in excel format for data uploading. • For buildings built before 1980 an asbestos abatement letter must be provided. • If there are any other required parts that are needed to complete the installation that were not discovered at the initial site survey or from changes that were made to the location, JCI will provide a change order to provide the parts to complete the installation at the Customers expense. • Customer to provide dedicated IP network resources required for the Access Control System. This includes associated ports, IP address ranges, and network drop. • Customer to provide for all floor to floor cored drilling penetrations. • Customer to provide secure on site storage for the lift, wire and material. • Customer is responsible for any underground conduit to any device that JCI needs to connect to. • Upon removal of current readers, hardware, back boxes of current access control system, it is understood that JCI is not responsible for any sheetrock repair, patch work or painting. • JCI is assuming the existing wiring is in operating condition and is not damaged. If during system installation, it's determined this wiring is not operative then, its replacement and associated labor, will be handled at an additional cost to be supplied to the Customer prior to the work being performed. • Safety glasses, hearing protection and hard hats may be required in certain areas - verify exact locations with customer.

Documentation Needs: Customer shall receive all software, manuals and specification sheets for all new devices installed. • Return a Customer Acceptance form to the local ITM

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan (“Advanced Maintenance”). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including

lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON

CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444

(the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JC74JP

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
9770 Mulberry Marsh Ln,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or locksmith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

Electrical Power. Customer is responsible for providing 110V power at each device location.

Computer System for Access Control. Customer understands that the Access Control System selected by Customer is managed by a central processing unit (CPU). Customer understands that the cost of the CPU is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Johnson Controls at the time of installation, the required CPU with processing capabilities that meet or exceed the specifications provided by Johnson Controls and/or the Access Control System manufacturer.

Hardware for Access Controlled Doors. Customer understands that the cost of the Access Control System does not include access door hardware and such hardware is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Johnson Controls at the time of installation, the required egress and lock door hardware for all access controlled doors.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JDTR0D

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
7154 Trent Creek Dr,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
7154 Trent Creek Dr,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). **ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JDTR0D

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JDTROD

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Maintenance Service Plan; Preventive Maintenance/Inspection:	Advanced Maintenance and 1 Video Inspection PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	4 PORT POE, 2 TB, START LICENSE	
1	ILLUSTRA 1PORT BT INJECTOR 60W	
1	START TO PROFESSIONAL SOFTWARE UPGRADE FOR 4 IP CHANNELS FOR G-SERIES POE SERVER	
1	FLEX 2MP IR-PTZ OUTDOOR DOME CAMERA, 60C	
1	Mount, wall arm, for NV LookOut, no plate, use w/ ADLOMA	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$5,724.52
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$5,724.52
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$946.80
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$946.80

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Amanda Ferguson- (727) 229-7446 ■ Damian Acevedo-JCI-Damian.j.acevedo@jci.com 941-315-8140

System Operation: We will be installing a single PTZ camera and wiring it back to an NVR. The camera will be programmed to track left and right and send notification of motion sensed to a security advisor

Programming Info: The Tyco NCOE Professional Services team will provide the following programming services under this scope of work (SOW):
Create or modify the site information
within the video surveillance system. ■ Create or modify (17) camera configurations to include: ■ Video settings ■ Camera Name ■ Streaming Method ■ Audio (if applicable) ■ Resolution ■ Frame Rate Mode ■ Frame Rate ■ Configure "basic" events associated with cameras ■ Record on Motion

Site Conditions: Existing construction with stucco walls

Existing Equipment: they have existing equipment but this will exist separately from that. new camera and mounts, wires, and NVR

Customer Expectations: All work under this proposal including inspections and pretesting is to be performed during normal business hours on normal workdays. Unless otherwise specified, normal working hours are 8:00 AM to 5:00 PM, Monday through Friday exclusive of locally or nationally observed holidays.

Training Expectations: The customer will designate the location and the personnel to be trained and at what level of authorization. The training will consist of: ■ Live usage ■ Video searches ■ Remote

access. How to save footage. How to set up a VMS video view and save it per user. How to reset and reboot the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions:

Documentation Needs: sign off as needed

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan (“Advanced Maintenance”). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including

lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1.Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2.Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of

subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 LF EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0174-TAMPA, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5JDTROD

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/20/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Damian Acevedo
24420 Sandhill Blvd,
Punta Gorda, FL 33983-5272
Tele. No.

Governmental Management Services
d/b/a:
("Customer")
Customer Billing Information
7154 Trent Creek Dr,
Ruskin, FL 33573
Attn:
Tele. No.

Customer Premises Served
7154 Trent Creek Dr,
Ruskin, FL 33573
Attn: Amanda Ferguson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or lock-smith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

Electrical Power. Customer is responsible for providing 110V power at each device location.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Damian Acevedo
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

ii.



Scope of Work

Cypress Creek
C/O GMS
15592 Cypress Creek Blvd
Ruskin, Fl. 33573



Cypress Creek
C/O GMS
15592 Cypress Creek Blvd
Ruskin, Fl. 33573

8/4/2020

Amanda,

Thank you for giving us the opportunity to provide you with our recommended UHD Surveillance Solution with 2-Way Communication. I have provided you the solution based on my site visit

We are looking forward to working with you and implementing a surveillance solution that both meets and exceeds your expectation. If you have any questions please feel free to contact us at your convenience.

System Specifications: Orchids Amenity

1. (Qty 1) HV 8 Channel Commercial Grade HD Hybrid DVR, Up to 5 Megapixel Resolution, H.265 Compression format, Advanced Video Processor, DDNS, Smart Phone Compatible, USB Ports, IR Remote Control, VGA & HDMI outputs and Linux Based Operating System with 4 Terabyte Hard Drive Disc. System utilizes a unique camera management software that presents the same user interface on every device: PC, Smart Phone or Tablet
 - To be installed in the storage closet
2. (Qty 3) Dome Style, 60' Smart Infrared, Vandal Resistant Camera, 5 Megapixel 2560 X 1920 Resolution with Sony Wide Dynamic Range 1/2.8" Image Sensor Format, OSD and 2.8mm Fixed Lens
 - To shoot broad view of the covered patio area from the left rear corner
 - To shoot broad view of the one row of mailboxes from back to front
 - To shoot broad view of the one row of mailboxes from back to front
3. (Qty 2) Bullet Style, 180' Smart Infrared, Vandal Resistant Camera, 5 Megapixel 2560 X 1920 Resolution with Sony Wide Dynamic Range 1/2.8" Image Sensor Format, OSD and 3.6mm Fixed Lens
 - To shoot broad view of the left side of the pool / pool deck
 - To shoot broad view of the right side of the pool / pool deck
4. (Qty 1) 8 Channel 12vdc fusible power supply box.
 - To be installed by the DVR in the storage closet
5. (Qty 5) Commercial Grade 95% Copper CCTV Siamese Cable Runs



- To be run from the DVR to each camera location
- 6. (Qty 1) Cat5e Cable Run
 - To be run from the power amplifier to the speaker
- 7. (Qty 1) Elk 30 Watt Speaker
 - To be installed on the soffit for audio communication
- 8. (Qty 1) Power Amplifier
 - To be installed in the storage closet to power the speaker
- 9. (Qty 1) Louroe Adjustable Microphone
 - To be installed in the soffit for audio communication
- 10. (Qty 1) Wireless Router
 - To be connected to the customer supplied cable modem for device IP management
- 11. (Qty 1) Battery Back Up
 - To be installed with the DVR and camera power supply
- 12. Complete Installation Including all necessary: cable, ends, and mounts.
 - a. Labor
 - b. Software Training
 - c. 2 Year Warranty on Parts
 - d. 1 Year On-Site Warranty on Labor

Assumptions and Allowances:

- Customer must be available for software loading and training at the completion of the installation. Failure to do so will result in a 250.00 training fee_____
- Customer will supply 1 cable modem with static IP address for remote viewing and 2-way audio communication.
- Customer must have all user name and password information for modem.
- Customer will provide their own monitors for live display or spot monitoring
- Customers computer, for remote software, will meet minimum software requirements, is virus free and in good working order
- Smart Phone viewing is limited to iPhone & Droid 2 models. Due to the nature of the technology, STI is not responsible for remote viewing performance or capabilities.
- Due to the nature of the internet, STI is not responsible for remote viewing performance or capabilities via the World Wide Web.



Project Investment:

The Project Investment associated with the above products and services is **\$5,194.00 plus tax**. This fee does not include any of the optional equipment presented in this statement of work. All third party costs are the responsibility of the client such as third party licenses or permitting.

Surveillance Technology's fee schedule is as follows:

1. A 50% deposit is required with the signed agreement: **\$2,778.79**
Includes Sales Tax
2. Balance is due Net 10 from final invoice date: **\$2,778.79** **Includes Sales Tax**

A 3% Convenience Fee will be added to Credit Card Payments

All payments for the project will be considered due upon receipt of the invoice. All payments must be made prior to STI releasing any and all equipment. Customer's computer, network or remote connectivity issues will not constitute to be an incomplete installation or a withholding of final payment.

Surveillance Technology USA, Inc. may suspend all services on seven (7) days written notice until outstanding balances are paid in full. Any invoices that are not paid within 30 days of submission date are subject to a monthly late fee of 1.5%. Customer shall reimburse Surveillance Technology USA, Inc. for any reasonable pre-approved out of pocket travel expenses, including transportation, lodging, mileage and meals incurred in rendering professional services. This statement of work includes all labor and materials. The statement of work does not include any federal, state or local taxes that may apply. Additionally, unless otherwise specified, price does not include any third party licenses or fees.

The parties hereto agree and acknowledge that the attached terms and conditions are incorporated herein by reference, have been read and agreed upon.

The parties agree to bind themselves to the attached Service Order and Payment terms contained herein.

Company

Customer

Surveillance Technology USA, Inc.

Cypress Creek - Orchid

By: _____

By: _____

Name: _____

Name: _____



Title: _____

Title: _____

Date: _____

Date: _____

Address:
35246 US Hwy 19N
Suite 213
Palm Harbor, Fl. 34684

Address:
15592 Cypress Creek Blvd
Ruskin, Fl. 33573

Optional Equipment: None

Project Contact:

Luis Rodriguez
727-791-7990 (O)
727-631-2200 (C)
Luis@SurveillanceTechnology.Net

Alan Deakins
727-791-7990 (O)
727-639-3708 (C)
Alan@SurveillanceTechnology.Net

**Surveillance Technology USA, Inc.
Terms and Conditions**

The purchaser(s) (hereinafter "Customer") and person(s) hereby agree to the following terms and conditions of Surveillance Technology USA (hereinafter "STI") incident to sale and service / installation of the merchandise reflected on this invoice.

SALES - 1) ALL SALES ARE FINAL 2) Pricing is FOB point of Shipment 3) Sales Tax- will be added to each order unless exemption certificate is received for the customers state 4) All products and prices are subject to change without notice 5) All items purchased from STI carry the manufacturers warranty only 6) STI complete video surveillance and/or access control systems carry a limited 1 year parts and labor warranty. Upgrades carry a 1 year parts & labor warranty. 7) Both Parties agree that any and all installed or purchased equipment remains the property of STI until final payment has been received and cleared. Client waives all civil rights in regards to this agreement until final payment terms have been satisfied

CHANGES AND CANCELLATIONS – Orders / Signed Agreements accepted by STI are not subject to changes or cancellations EXCEPT with an STI written consent and upon payment of an appropriate charge to cover the cost or loss incurred by STI, unless otherwise agreed in writing, shall not be less than 15% of the price of the goods subject to the change of cancellation.



EQUIPMENT PLACEMENT OR CHANGES – Once the client and STI representative have agreed to the placement of any piece of equipment and said equipment or any connection devices for the said equipment have been put in place client will be subject to a surcharge for the removal and / or movement of the equipment or connection devices for said equipment.

LIMITED WARRANTY - This limited warranty is extended only to customers who purchase products directly from STI. All products purchased from STI carry the manufacturers warranty only. Installed components or solutions include a 1 year parts and labor warranty.

THE WARRANTY DOES NOT APPLY IF: A) The product is damaged by accident, improper use, or damaged by negligence of customers. B) Attempts have been made to repair or alter product by anyone other than those appointed by STI. C) The serial number, and or ID labels are removed or tampered with. D) Acts of God including but not limited to: Lightning Damage, Water Damage, Corrosion, Power Surges or Wind Damage etc. are not covered by any warranty. E) Infestation of pest including but not limited to: Ant, Wasps, Bees, Roaches, Rats, Mice and etc. F) Vandalism G) If additional equipment, cables or wiring has been added to the system by anyone other than an STI representative

Surveillance Technology USA makes no warranties other than those set forth herein, and such warranties are in lieu of all other warranties, including expressed or implied warranties of merchantability or fitness for particular purpose, which warranties are hereby expressly disclaimed. The customer and person accepting this invoice hereby jointly and separately guarantee payment of all amounts due to Surveillance Technology USA by Customer, whether reflected herein or not. This guarantee is absolute and continuing until written notice of termination is received by Surveillance Technology USA and shall terminate only as of that time and only as to any individual guarantor giving such notice. It is further agreed as follows: This Agreement shall be governed by the laws of the state of Florida, and interest shall be assessed for all overdue amounts at the highest rate allowed by law. If legal action is instituted, jurisdiction shall be in the State of Florida, and person signing this Agreement may be hailed into court in Pinellas County, Florida in the event of legal action, and the stipulations of this choice of jurisdiction is freely entered into and is not unreasonable. The right to be sued in any other jurisdiction, venue, or county is hereby waived, and in the event of action taken to collect amounts due, the Customer and person signing this invoice agree to pay reasonable attorney's fees, court costs, and other expenses incurred by Surveillance Technology USA whether suit is filed or not. In the event of legal action, all discoveries shall be in Pinellas County, Florida, including post-judgment proceedings and the taking of depositions or other discovery in aid of execution. This agreement is not transferrable or assignable without the prior written consent of Surveillance Technology USA. Error caused by software problems, customers' internet connectivity or customers network or wide area network are not covered by warranty and will be billed at the current labor rate. Surveillance Technology USA will not be responsible for pirated software.



LIMITATION OF LIABILITY - In no event shall STI be held liable for any loss of use, revenue or anticipatory profit or for any direct or consequential damages arising out of, or connected with the sale, use or operation of goods sold. STI is not responsible for and does not retain clients passwords for but not limited to: DVR's, Computers, CMS Software, modems or routers. It is the clients responsibility to retain all passwords.

CREDIT PROGRAMS - Open orders require prepayment by wire transfer or shipped COD, cashiers check or money order. COD company check may be used for qualified members. Master Card, Visa, Instant financing and Business leasing is also available and each has their own terms and conditions.

RETURNS - All returns must have a Return Authorization # obtained from our return department by supplying all information to STI as requested by an Surveillance Technology USA staff member.

RMA CRITERIA - If a component fails within the first 30 day period, STI will exchange returned DOA product. All original packaging and manuals must be included with RMA product. Certain restrictions apply to opened software products, laser printers, notebooks, special orders and STI computer systems. (All returns must have an RMA#). In most cases this applies to non-installed equipment only.

SHIPPING ERRORS - Please return merchandise freight prepaid, and we will credit your account once received. Products received with missing or used items will be returned and no credit issued. Replacement orders will be sent to you immediately if requested.

RMA SHIPPING INSTRUCTIONS - Use original manufacturers' boxes and packing. All returns must be complete including accessories, cables, manuals, software. All returns must have RMA# printed on label. The Customer is responsible for the shipping of failed components to STI for replacement or repair regardless of warranty.

DO NOT WRITE ON BOX - Return products promptly, RMA# are only valid for 14 days. Returns must be shipped freight prepaid. Returns not meeting the above criteria will be refused.

APPLICABLE LAW - The Rights and Obligations of the parties under this agreement shall be governed by the laws of the State of Florida, specifically Pinellas County.

iii.



Amenity Center Security Upgrades

Cypress Creek

15592 Cypress Creek Blvd,
Ruskin, FL 33573 USA
(727) 229-7446

Prepared by:

Securiteam
Frank Prete
Frank@mysecuriteam.com
(813) 909-7775

Summary of Qualifications

Securiteam Inc.

- Securiteam is locally owned and operated in Tampa, FL
- Installations include Moffitt Cancer Center, The US Coast Guard, Wal-Mart, Black & Decker, National Gypsum, Kinder-Morgan, Macy's and Many Communities.
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- \$2 Million Liability Insurance policy
- A+ rating by the BBB
- 24/7/365 live tech support

Key Personnel

Rob Cirillo – Founder & CEO

- 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- Automatic Fire Alarm Association Trained and Certified

Frank Prete – Project Manager and Sales

- 20+ Years technical industry experience
- Certified for Burglar Alarm and Fire Alarm Installations

Technical Team

- Installers and Service Technicians average over 7 years of experience

Community Security Specialists

- We protect dozens of communities in and around the Tampa bay area. Through experience, we have developed field tested integrated security solutions that are ideal for amenity centers, clubhouses community entrances and common areas.

Available Services include:

- [Virtual Security Guard](#)
- Guest Wi-Fi Access
- Background Music
- Access Control System
- Burglary and Fire Alarms
- Super HD Surveillance Systems

3-Year Manufacturer's Warranty on cameras and recorders.



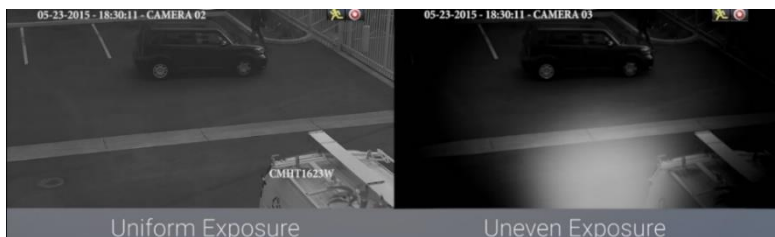
The Securiteam Difference

Avigilon HD Image quality



Securiteam Super HD 4MP technology 2X more Detail competitors' 1080p technology

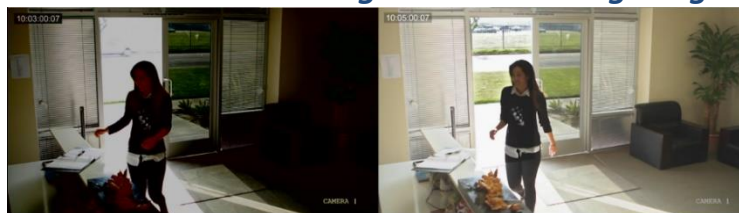
Improved Night-time images



Next-Generation **Matrix Infra-Red** technology uniformly illuminates the scene at night.

Better Images in variable lighting scenes

Wide Dynamic Range technology balances bright dim areas of the scene

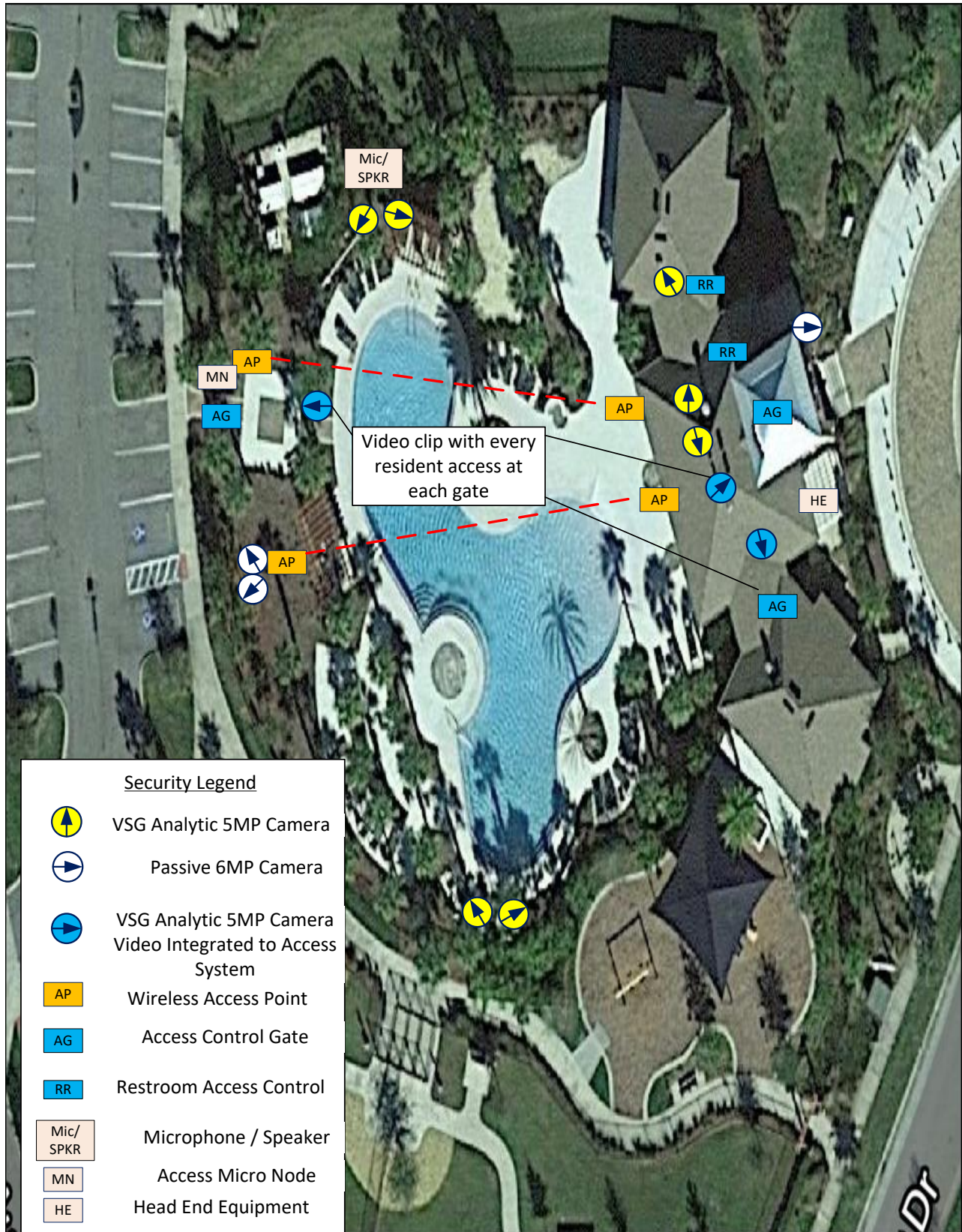


and

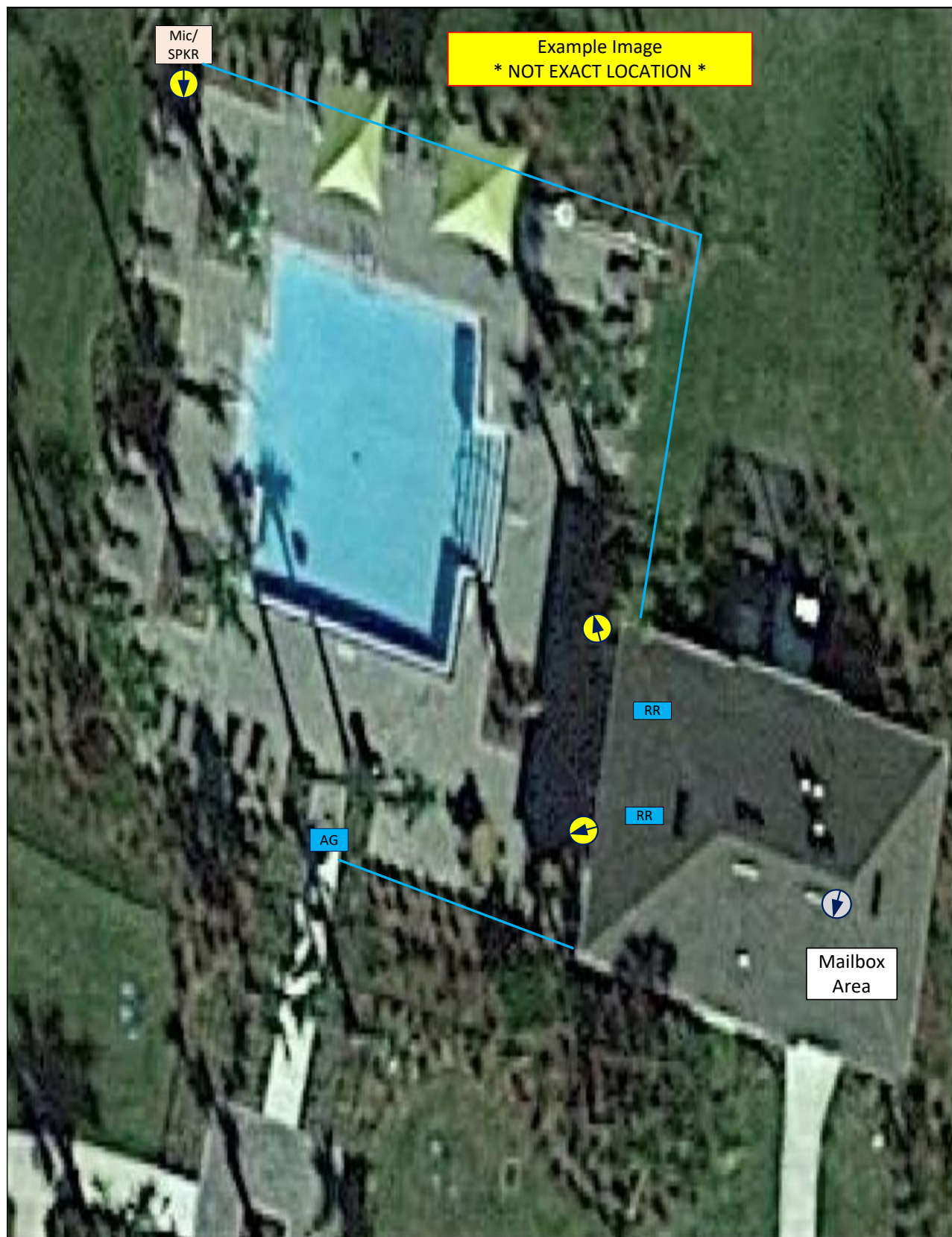
Dedicated Facial Capture Camera



A **facial capture** camera will record properly angled, pixel dense images that are compatible with most law enforcement facial detection systems.







CYPRESS CREEK AMENITY CENTER SECURITY UPGRADES

MAIN POOL ACCESS CONTROL SYSTEM UPGRADE

1	S2 NetBox System Controller (2-doors expandable to 16)
1	S2 2-Reader Expansion Blade
1	Door access power controller
2	12-Volt 7AH backup battery
1	MicroNode Expansion Node with Mounting Plate
1	Trove1 Outdoor Enclosure with Mercury Backplane
1	Altronix 4 Amp Access Control Power Supply Board
1	4 Output access control door controller
5	Linear 2-N-1 Wallswitch Reader
3	1200 LB Electro-magnetic lock - Weldable
3	Z-Bracket for 1200 lb Weldable Maglock
3	Enforcer Illuminated Request Exit to button with timer
2	Enforcer Electronic Door Strike
1	Long Range wireless transmission system (pair)
10	1" PVC Conduit - 10FT
1	Multi-wire access control cable for gates
1	Outdoor and Direct Burial Rated Security/Fire Cable
1	18/6 SHIELDED PLENUM 1000' White

Area Labor & Equipment Total

\$17,158.00

NOTE: All access entries will have a log with image of the resident as well intergraded video clip

MAIN POOL VSG ACTIVE SURVEILLANCE SYSTEM UPGRADE

1	Rackmount Video Server 12TB
1	Rackmount 24-Port Gigabyte Smart POE switch
13	Avigilon Control Center Software with Video Analytics (1-Camera License)
5	Avigilon 4 Megapixel WDR Bullet Camera
5	Back Box for H4 Bullet Camera
5	Avigilon 5 Megapixel WDR Bullet Camera with Video Analytics
3	Platinum Bullet (Passive) Camera 6MP - 2.8mm
1	Long Range wireless transmission system (pair)
1	TRENDnet 24-Port Cat6 Unshielded Rackmount Patch Panel
1	NETGEAR RangeMax Wireless-N Gigabit Firewall Router
1	24" Swing Gate Wall Rack
26	3FT Patch Cables
20	1" PVC Conduit - 10FT
2	15' Aluminum Mounting Post - Black Powder Coat (includes footer)
2	Direct Burial / Harsh Enviroment Category 6 Cable

Area Labor & Equipment Total

\$33,394.00

**NOTE: 3 Active VSG Surveillance Cameras with Integrated Video with Card Access into the Pool
Area Gates (see diagram noted in blue)**

MAIN POOL VSG VOICE DOWN SYSTEM

- 1 Virtual Security Guard Voice Down System
- 2 4" Outdoor Speaker with Transformer - White
- 1 Facility Closing Announcer
- 1 Remote Microphone

Area Labor & Equipment Total **\$5,761.00**

MAIN POOL SURGE PROTECTION KIT

- 1 12-channel DTK-RM12POE is a 10GbE rackmount surge protector
- 1 12-Port Rack Mount Face Plate for surge protection modules
- 12 Vesa Module Ethernet Surge Protector
- 1 75V, 2 PAIR, Speaker Circuit Surge Protector
- 1 Analog CCTV and Microphone Surge Protection
- 1 1 PAIR, 130V, RJ11 1 IN/2 OUT MODULAR JACK (W/PATCH CORD) AN
- 1 Minuteman rack mount UPS
- 1 Rack Mount 12 Outlet Surge Protector

Area Labor & Equipment Total **\$2,955.00**

POOL #2 ACCESS CONTROL SYSTEM UPGRADE

- 1 S2 Network Expansion Node with 1 ACM Blade
- 1 Door access power controller
- 2 12-Volt 7AH backup battery
- 3 Linear 2-N-1 Wallswitch Reader
- 1 1200 LB Electro-magnetic lock - Weldable
- 1 Z-Bracket for 1200 lb Weldable Maglock
- 1 Enforcer Illuminated Request Exit to button with timer
- 1 4-8' Aluminum Mounting Post - Custom Powder Coat (includes footer)
- 2 Enforcer Electronic Door Strike
- 5 1" PVC Conduit - 10FT
- 1 Multi-wire access control cable for gates
- 1 Outdoor and Direct Burial Rated Security/Fire Cable
- 1 18/6 SHIELDED PLENUM 1000' White

Area Labor & Equipment Total **\$8,400.00**

POOL #2 VSG ACTIVE SURVEILLANCE SYSTEM UPGRADE

1	Entry Level Rackmount Video Server 4TB
1	Rackmount 24-Port Gigabyte Smart POE switch
4	Avigilon Control Center Software with Video Analytics (1-Camera License)
1	24" Swing Gate Wall Rack
3	Avigilon 5 Megapixel WDR Bullet Camera with Video Analytics
3	Back Box for H4 Bullet Camera
1	6 Megapixel Ultra HD (Passive) Dome Camera - Wide Angle
1	15' Aluminum Mounting Post - Black Powder Coat (includes footer)
10	1" PVC Conduit - 10FT
1	Direct Burial / Harsh Environment Category 6 Cable

Area Labor & Equipment Total \$13,170.00

POOL #2 VSG VOICE DOWN SYSTEM

1	Virtual Security Guard Voice Down System
2	4" Outdoor Speaker with Transformer - White
1	Facility Closing Announcer
1	Remote Microphone

Area Labor & Equipment Total \$5,761.00

POOL #2 SURGE PROTECTION KIT

1	12-channel DTK-RM12POE is a 10GbE rackmount surge protector
1	12-Port Rack Mount Face Plate for surge protection modules
12	Vesa Module Ethernet Surge Protector
1	75V, 2 PAIR, Speaker Circuit Surge Protector
1	Analog CCTV and Microphone Surge Protection
1	1 PAIR, 130V, RJ11 1 IN/2 OUT MODULAR JACK (W/PATCH CORD) AN
1	Minuteman rack mount UPS
1	Rack Mount 12 Outlet Surge Protector

Area Labor & Equipment Total \$2,955.00

POOL #3 ACCESS CONTROL SYSTEM UPGRADE

1	S2 Network Expansion Node with 1 ACM Blade
1	Door access power controller
2	12-Volt 7AH backup battery
3	Linear 2-N-1 Wallswitch Reader
1	1200 LB Electro-magnetic lock - Weldable
1	Z-Bracket for 1200 lb Weldable Maglock
1	Enforcer Illuminated Request Exit to button with timer
1	4-8' Aluminum Mounting Post - Custom Powder Coat (includes footer)
2	Enforcer Electronic Door Strike
5	1" PVC Conduit - 10FT
1	Multi-wire access control cable for gates
1	Outdoor and Direct Burial Rated Security/Fire Cable
1	18/6 SHIELDED PLENUM 1000' White

Area Labor & Equipment Total \$8,400.00

POOL #3 VSG ACTIVE SURVEILLANCE SYSTEM UPGRADE

1	Entry Level Rackmount Video Server 4TB
1	Rackmount 24-Port Gigabyte Smart POE switch
4	Avigilon Control Center Software with Video Analytics (1-Camera License)
1	24" Swing Gate Wall Rack
3	Avigilon 5 Megapixel WDR Bullet Camera with Video Analytics
3	Back Box for H4 Bullet Camera
1	6 Megapixel Ultra HD (Passive) Dome Camera - Wide Angle
1	15' Aluminum Mounting Post - Black Powder Coat (includes footer)
10	1" PVC Conduit - 10FT
1	Direct Burial / Harsh Environment Category 6 Cable

Area Labor & Equipment Total \$13,170.00

POOL #3 VSG VOICE DOWN SYSTEM

1	Virtual Security Guard Voice Down System
2	4" Outdoor Speaker with Transformer - White
1	Facility Closing Announcer
1	Remote Microphone

Area Labor & Equipment Total \$5,761.00

POOL #3 SURGE PROTECTION KIT

1	12-channel DTK-RM12POE is a 10GbE rackmount surge protector
1	12-Port Rack Mount Face Plate for surge protection modules
12	Vesa Module Ethernet Surge Protector
1	75V, 2 PAIR, Speaker Circuit Surge Protector
1	Analog CCTV and Microphone Surge Protection
1	1 PAIR, 130V, RJ11 1 IN/2 OUT MODULAR JACK (W/PATCH CORD) AN
1	Minuteman rack mount UPS
1	Rack Mount 12 Outlet Surge Protector

Area Labor & Equipment Total \$2,955.00

ACCESS CONTROL CREDENTIALS

Based on 2,033 homes with (1) Card per home		
82	Genuine HID Clamshell Proximity Pack25	\$3.00 each / \$84.00 per box
0	Genuine HID Keyfob* (Option	\$5.00 each
Area Labor & Equipment Total		\$6,150.00

RECURRING SERVICES SUMMARY

<u>Main Pool Virtual Security Guard Services:</u>	\$750 (monthly)
<u>Pool #2 Virtual Security Guard Services:</u>	\$450 (monthly)
<u>Pool #3 Virtual Security Guard Services:</u>	\$450 (monthly)
<u>Pool Virtual Security Guard Services Combined:</u>	\$1,650 (monthly)
Virtual Security Guard Services Combined Annual Cost:	\$19,800 (annually)

PROJECT SUMMARY

TOTAL (plus applicable taxes)	\$125,990.00
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- Internet Service Required at each Building for Remote Connection
- 50% down and balance upon substantial completion or
- Finance Options (\$0 down, \$250 document fee, \$1 buyout at the end of term):
36 months @ \$4,056.88, 48 months @ \$3,174.95 or 60 months @ \$2,658.39 (estimated)
- Prices don't include municipal permit fees if applicable.
- Customer to supply: AC power to Securiteam specifications

60-month Finance & Virtual Security Services Annual Cost: \$51,700 with \$0 down payment

Product Details



S2 NetBox System Controller (2-doors expandable to 16) Netbox Controller (2X16)

The NetBox offers support for up to 32 access control readers. These systems are ideal for a range of uses from independent organizations to field offices of large enterprises. The Netbox can be operated entirely from a Web browser and integrates access control, alarm monitoring, video surveillance, and temperature monitoring capabilities in an IP-based, network-ready system. Includes 16-port license and (1) 2-port blade <http://s2sys.com/products/netbox/>



S2 2-Reader Expansion Blade

2 Reader Expansion Blade

S2-ACM



MicroNode Expansion Node with Mounting Plate S2-MNP-MP Micronode w Mou

The S2 NetDoor MicroNode brings new levels of convenience and capability to access control systems: two card readers, four inputs, four outputs, and one temperature point - all housed in a 7-inch square package. Beyond its convenient size is the fact that the S2 NetDoor can be powered by a standard 12 VDC supply or Power-over-Ethernet (PoE) http://https://www.s2sys.com/sites/default/files/S2-MicroNode-Plus-Datasheet_0.pdf



Trove1 Outdoor Enclosure with Mercury Backplane TROVE1M1WP Outdoor Enc

Altronix Trove1M1WP Access and Power Integration Solution is a NEMA 4/IP 66 Rated outdoor enclosure with backplane that let's you easily integrate Altronix power with Mercury/Lenel access controllers and accessories.



Altronix 4 Amp Access Control Power Supply Board AL400ULXB2 Board Only

Description Altronix AL400ULXB UL Listed Sub-Assembly power supply/charger converts a 115VAC, 60Hz input into a single 12VDC or 24VDC non power-limited output. It also offers a suite of features that includes AC fail supervision, battery presence, and low battery supervision.



4 Output access control door controller

Distributes power to up to 4 electronic locking systems

ACM4



Rackmount Video Server 12TB

BCD104SD-ELVS-136-12T-12

- Up to 42TB of Raw Storage
- Intel® Xeon® E3-2100 Series Processor
- Operating System: Windows 10 Pro
- Upgradeable to Windows Server 2016
- iDRAC features include:
 - Remote Management
 - Disaster Recovery
 - Critical Resource Monitoring
- Warranty 5-Year, On-site,



Avigilon 4 Megapixel WDR Bullet Camera

4.0C-H5A-BO1-Bullet anayl

Embedded with self-learning video analytics, the H5 bullet cameras are designed to integrate seamlessly with Avigilon Control Center (ACC) and third party VMS software and provide object detection and classification capabilities.



Platinum Bullet (Passive) Camera 6MP - 2.8mm

CMIP9362W-28M

6MP, 3072x2048@20fps, 2.8mm, Matrix IR 2.0, up to 100 ft, H.265, H.265+, H.264, H.264+ Ready, True WDR 120dB, IP67, MicroSD Slot up to 128GB, DC 12V, PoE



Long Range wireless transmission system (pair) EnGenius EnStationAC Long

EnStationAC is a 5 GHz high-powered long-distance 11AC wireless outdoor AP/client bridge offering dual-PoE Gigabit ports and a high-gain directional antenna that emits a narrow signal beam, limiting interference and ensuring stable connectivity, high-bandwidth and 867 Mbps speeds over long distances.

Powerful 19 dBi High-Gain Antennas Extend Networks to 5 Miles Point-to-Point

<http://https://www.engenius-tech.com/engenius-products/outdoor-wireless-bridge-enstationac/>



TRENDnet 24-Port Cat6 Unshielded Rackmount Patch Panel

TC-P24C6

- * Panel RJ45
- * Gigabit ready rack mount 24-port panel
- * Cat6 patch panels deliver a steady 250 Mhz connection to copper Gigabit switches* Ideal for Ethernet, Fast * Ethernet and Copper Gigabit Ethernet (100



NETGEAR RangeMax Wireless-N Gigabit Firewall Router WNR3500L-100NAS Router

- * Wi-Fi Protected Access® (WPA/WPA2—PSK) and WEP
- * Double firewall protection (SPI and NAT firewall)
- * Denial-of-service (DoS) attack prevention



3FT Patch Cables

0E-C6GY3 3ft Patch Cable



S2 Network Expansion Node with 1 ACM Blade

S2-NN-E2RWM Node

The S2 expansion node includes (1) 2-port blade. 6 additional e slots are available for expansion cards <http://https://www.s2sys.com/solutions/products/access-control-systems>



Door access power controller

AL600ULACM 6amp

The most important part of the access control system, the power controller determines which doors are locked and which ones are unlocked. A faulty power controller can restrict emergency egress from the building in the event of a fire. Backup batteries maintain lock functionality in the event of a power outage. 6 amp output.

http://altronix.com/library/pdf/data_sheets/DS_ACMseries.pdf



Linear 2-N-1 Wallswitch Reader

620-100451 2N1 Wallswit R

Linear's 2-N-1 125 kHz Proximity Reader works with certain HID® AWID™ Farpointe® Data Pyramid Series, and Secura Key® Series protocols. The proximity reader is designed to fulfill two different mounting requirements - without needing any additional hardware! The 2-N-1 can be installed as either a mullion-mount reader or, when paired with the provided adapter plate, turns the reader into a single-gang electrical box style reader. Customers get a clean, low profile for both mullion and single-gang installations ready to install right out of the box for either configuration. Linear's cards and tags do not contain batteries, requiring no maintenance. Reduce your stock and never be on the job again.
Dimensions: 1.7" w 3.2" h .7" d



1200 LB Electro-magnetic lock - Weldable

1200 LB Weldable Maglock

Features: •For outdoor sliding and swinging electric gates. •Brackets can be welded or bolted directly to gate. •Brackets are zinc-plated for corrosion resistance. •Brackets have black finish to match most gates. •Lock is water and vandal-resistant. •Lock has attractive stainless-steel finish. •Maintenance-free, factory-sealed design. Prewired for 12VDC operation. •Adapter and mounting hardware included.

http://www.seco-larm.com/image/data/A_Documents/01_PI-Sheets/PI_E-94XFC-XXSQ_150930.pdf



Enforcer Illuminated Request Exit to button with timer Outdoor RTE w Timer

- Piezoelectric pushbuttons for indoor or outdoor use (IP65).
- No moving parts for heavy duty use.
- LED ring around button changes from green to red or red to green when the button is pressed.
- Timed or toggle output.
- SD-6176-SSVQ and SD-6276-SSVQ include separate manual override button for use in case of a power failure to the pushbutton.

<http://www.seco-larm.com/pdfs/PI-SD-6x73-SSxQ.pdf>



Enforcer Electronic Door Strike

SD-996C-NUQ Door Strike

The SECO-LARM® Universal Door Strike can be used with virtually any cylindrical-locking system and can be configured for use in wood, aluminum, or metal doors. Included are three different-sized faceplates that can be easily installed on the strike to match the specific type of door frame. <http://www.seco-larm.com/pdfs/PI-SD-996C-NUQ.pdf>



Multi-wire access control cable for gates

Access Cable Gate 1000'

Includes reader, lock, 1000 ft



Outdoor and Direct Burial Rated Security/Fire Cable Direct Burial 16/4 x 1000

Outdoor and direct burial rated cable listed for fire and security applications



Entry Level Rackmount Video Server 4TB

BCDT01-ELVS-8I7-4TB-4

Core i7-8700 16GB RAM (1) 256GB M.2
SSD (1) 4TB SATA Windows 10 Pro (1)
260W PSU 5YR NBD KYHD Warranty



Rackmount 24-Port Gigabyte Smart POE switch GS724TPv2 24-port POE Swi

- * Smart Managed Pro Switch with 190W PoE budget available across 24 Gigabit PoE+ ports (802.3at)
- * 2 dedicated Gigabit SFP fiber ports for aggregation to your network core
- * Quiet rack mounting operation with max. 32.4dB at 25 degree C (77 degree F) ambient
- * Smart features include VLANs, PoE operation scheduling, ACLs, DiffServ QoS, LACP and STP
- * Easy-to-use Web browser-based management GUI, no need for an IT expert



Avigilon Control Center Software with Video Analytics (1-Camera License) ACC7-STD 1 Cam License

The Avigilon Control Center Software uses next generation video analytics to proactively protect your facility. These features include people detection another rules based analytics that can identify a threat and send an alert realtime. Includes 1 license.



24" Swing Gate Wall Rack

ER-W24 24" Wall Rack

The ER-W24 is an EIA compliant, 13 rack space, 19" steel and aluminum wall mounted equipment rack with a 24-inch rail height and a 100 lbs load capacity.



Avigilon 5 Megapixel WDR Bullet Camera with Video Analytics6.0C-H5A-BO1-IR

Embedded with self-learning video analytics, the H4 bullet cameras are designed to integrate seamlessly with Avigilon Control Center (ACC) and third party VMS software and provide object detection and classification capabilities.



6 Megapixel Ultra HD (Passive) Dome Camera - Wide AngleCMIP3362W-28 6MP Turret

6MP, 3072x2048@20fps, 2.8mm, Matrix IR 2.0, up to 100 feet, H.265, H.265+, H.264, H.264+ Ready, True WDR 120dB, IP67, MicroSD Slot up to 128GB, DC 12V, PoE



Direct Burial / Harsh Enviroment Category 6 Cable

Direct Burial Cat 6

1000' Cat 6 for underground applications.



4" Outdoor Speaker with Transformer - White

SP4AWETW speaker white

- Rounded, stylish design
- Horizontal-swivel mounting bracket
- Weather-resistant design
- 70/25V selectable transformer

<http://www.specotech.com/index.php/products/audio/speakers/surface-mount?format=raw&task=download&fid=341>



Facility Closing Announcer

Allows for custom facility closing notifications

Jody Announcer



12-channel DTK-RM12POE is a 10GbE rackmount surge protector DTK-RM12POE

The 12-channel DTK-RM12POE is a 10GbE rackmount surge protector for PoE head-end equipment, such as PoE switches and injectors.

Protects power, video and 10GbE data circuits
Uses SAD and GDT technologies for optimal protection
Individual field-replaceable surge protection modules
PoE Plus, HiPoE ready for high-wattage applications



Vesa Module Ethernet Surge Protector

DTK-VM45ETH

The DTK-VM45ETH Versa-Module surge protector is ideal for shielded Ethernet connections, IP camera feeds and RS485 circuits. Install any combination of VM modules in one of our face plates to create your own specific surge protection solution.



Analog CCTV and Microphone Surge Protection DTKPVP27B Microphone CCTV

The DTK-PVP27B provides surge protection for fixed analog and HDCCTV cameras running on coax cabling. Each device protects 12/24V power, and video conductors.

- * Multi-stage SAD technology provides with best possible protection
- * 5 Amp, 12/24V circuit protects power feeds to camera, heater, blower or defroster
- * Single point ground improves protection and speeds installation



Minuteman rack mount UPS

Pro-RT 1000 VA UPS RM

The Minuteman PRO1000RT is a versatile, rich-featured 1000VA/700W 120 VAC line-interactive UPS. It's specially designed to support servers, telecom or VoIP systems, security systems, plus many other applications.



Rack Mount 12 Outlet Surge Protector

DTK-RMAC12 Rack Surge

DITEK's DTK-RMAC12 is the solution to today's plethora of rack-mounted servers, call systems, controllers, and CCTV equipment. The 1U rack configuration provides twelve surge protected AC outlets, with six on the front for convenience. The front-mounted on/ off switch allows for emergency shutdowns, and diagnostic LEDs indicate electrical system and surge protection status. 12-outlet rack mount AC surge protector.



Genuine HID Clamshell Proximity Pack25

Prox II 1326 25-pack

The ProxCard II proximity access card is the industry choice for a cost-effective solution to proximity access control, with universal compatibility with all HID proximity readers. The ProxCard II provides durable packaging and consistent read range.

http://https://www.hidglobal.com/sites/default/files/resource_files/prox-proxcard-ii-card-ds-en.pdf



Genuine HID Keyfob*

Prox III Keyfob

The ProxKey III is a proximity card keyfob for access control offering HID proximity technology in a convenient, pocket size device. The proximity card keyfob easily attaches to a key ring, badge clip or lanyard. The ProxKey III is built to withstand harsh operating environments or handling.

http://https://www.hidglobal.com/sites/default/files/resource_files/prox-proxkey-iii-keyfob-ds-en.pdf

TERMS, SCOPE & ACCEPTANCE

Your satisfaction is important to us, and we plan to exceed your expectations!
This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of one year from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- A/C Power
- Applicable internet or telephone communications services

Accepted by

Date

Securiteam

I accept this proposal and authorize the work to be done and accept responsibility for payments due.

iv.



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LLC d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Cypress Creek Community Development District

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Cypress Creek Community Development District

By: [Signature] 6/5/2020

Name: Lori Price

Title: Chairman

Address for Notices:

15310 Amberly Dr., St 175 Tampa
33647

Fax: _____

UNIVERSAL PROTECTION SERVICE, LLC d/b/a

Allied Universal Security Services

By: [Signature]

Name: Robert C. Wood CPP, CFE

Title: President, Southeast Region

Address for Notices:

Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428

Fax: _____

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on _____, 2020 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within thirty (30) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal

is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the

costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical

and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify

Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance provided by client to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules

regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it

shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are

requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

**Allied Universal
and
Cypress Creek Community Development District**

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

**Allied Universal
4200 W. Cypress St., Suite 550
Tampa, FL. 33607**

<u>Location</u>	<u>Specify for each location: Armed Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. 15526 Wicked Strong St., Ruskin, FL 33573	Unarmed	12 hours, 7 days per week 7pm-7am	84
2.			
3.			

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

EXHIBIT "B"

to Agreement Between

**Allied Universal
and
Cypress Creek Community Development District**

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	Unarmed	Armed
Security Professional Regular Rate	\$16.44 per hour	\$_____ per hour
Security Professional Overtime* Rate	\$24.66 per hour	\$_____ per hour
Security Professional Holiday Rate	\$24.66 per hour	\$_____ per hour
Supervisor Regular Rate	\$_____ per hour	\$_____ per hour
Supervisor Overtime* Rate	\$_____ per hour	\$_____ per hour
Supervisor Holiday Rate	\$_____ per hour	\$_____ per hour

For Location 2:	Unarmed	Armed
Security Professional Regular Rate	\$_____ per hour	\$_____ per hour
Security Professional Overtime* Rate	\$_____ per hour	\$_____ per hour
Security Professional Holiday Rate	\$_____ per hour	\$_____ per hour
Supervisor Regular Rate	\$_____ per hour	\$_____ per hour
Supervisor Overtime* Rate	\$_____ per hour	\$_____ per hour
Supervisor Holiday Rate	\$_____ per hour	\$_____ per hour

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.
- > Sales Tax is not included in bill rate above.
- > Paid vacation is included

Tax- Exempt CDD****

* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

-
1. **ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS.** Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until

this Agreement is amended in writing to provide for the increase in base hours.

2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should Client require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.

V.

Unofficial Hillsborough County Sheriff's Office – Off Duty Deputy Costs/Schedule

40 hours per week with the scheduled hours of 9pm to 5am.

\$33.00 (1 Deputy) per hour. \$39.00 (2 Deputies) per hour.

40 hours per week with the request of 1 Deputy would cost approximately \$5,280.00 per month / approximately \$63,360.00 per year assuming the schedule of 9pm to 5am could be accommodated.

Projected Budget is \$60,000.00 per year for Security Expense (Agreement with HOA to absorb partial cost of Security Expense.)

Suggested Responsibilities for the Deputy could include, but not be limited to: Patrolling the Amenity Centers/Areas of Cypress Creek CDD property. Deputy would complete a detailed Shift Activity Log / Report to be available for review.

SECTION IV



Getting people moving

Date: 3/4/2019

RE: ACE Certification Confirmation

To Whom It May Concern:

Please accept this letter as verification that Henry Jones residing in UPPER MARLBORO, MD holds a current Personal Trainer Certification from the American Council on Exercise.

Henry's certification, number T183730, is valid through 3/31/2021.

Like all ACE Certified Professionals, Henry is required to complete 20 hours of continuing education and possess a current CPR/AED certification throughout the 2-year renewal period. He or she is also guided by standards set forth in the ACE Code of Ethics.

For your convenience, ACE Certifications may also be verified through our online Find an ACE Certified Pro search engine at ACEfitness.org/FindanACEpro. You may also utilize the U.S. Registry of Exercise Professionals at USreps.org to verify credentials for exercise professionals certified by ACE and several of our partners in the industry.

Since 2003, ACE certifications have held accreditation by the National Commission for Certifying Agencies (NCCA), a standard recommended by the International Health, Racquet and Sportsclub Association (IHRSA) and the Medical Fitness Association (MFA). For more information about the NCCA, please visit CredentialingExcellence.org.

If you have any further questions, please feel free to give us a call at (800) 825-3636, ext. 782.

Yours in health,

A handwritten signature in black ink, appearing to read "Scott Goudeseune", written over a horizontal line.

Scott Goudeseune
President and CEO

SECTION V



Bryan Hindman Electric, LLC

Quote

Hi Cypress Creek CDD,

Thank you for asking us to quote on your project. Please find a detailed copy of our quote attached to this email.

The quote total is \$1,960.00 as of 09/01/2020.

If you have any questions or concerns regarding this quote, please don't hesitate to get in touch with us at info@bryanhindmanelectric.com.

Sincerely,

Bryan Hindman Electric, LLC

Details

Review & Pay Deposit

TOTAL
\$1,960.00

REQUIRED DEPOSIT
\$50.00

SECTION VI

SECTION B

*Cypress Creek of Hillsborough County
Community Development District*

18842 North Dale Mabry Highway, Lutz, FL 33548
813-435-9119 - CypressCreekCDD.org

August 19, 2020

Dear Cypress Creek Residents,

The GMS team is at your service! The goal is that each visit to the amenities is a safe and pleasant experience and that facilities are maintained in first class condition. Please call on us whenever we can be helpful.



District Manager Jason Greenwood

Office 813-435-9119 | Cell 863-225-1186 | jgreenwood@gms-tampa.com

Mr. Greenwood provides management services and administration to CDDs throughout Florida. Jason has been committed to GMS since 2017 and is a licensed Community Association Manager. He has BA degrees in Business and Finance with a minor in Marketing from Ashford University and an MBA in Business Administration, specialization in Finance, from Lynn University.



Amenity Manager Amanda Ferguson

Office 813-435-9119 | Cell 727-229-7446 | manager@cypresscreekcdd.com

Ms. Ferguson has over fifteen years of experience working with Florida CDDs. Her versatility has allowed her to work in different capacities while always displaying a commitment to meeting the needs of every District and resident she serves. She has successfully recruited and trained amenity management teams emphasizing resident services and lifestyle programming.



Field Operations Manager Clayton Smith

Office 407-841-5524 | Cell 407-201-1514 | csmith@gmscfl.com

Mr. Smith oversees field operations at several high-profile CDDs. Mr. Smith has a deep, and lengthy family history connected to CDD management, and comes from an entrepreneurial background himself. He owned and operated his own maintenance company which carried out various undertakings, primarily for CDDs. He is a proud alumnus of Florida State University.



Amenity Assistant Destini Palen

Office 813-435-9119 | manager@cypresscreekcdd.com

Ms. Palen has worked in production leadership and recently joined the GMS amenity management team in Tampa Bay. She brings great energy, a positive attitude and commitment to ensuring top notch facilities are maintained at Cypress Creek!

Amenity upgrades are underway including the management and staffing of recreational facilities. Residents please understand that all amenity users are expected to have common courtesy and abide by Cypress Creek CDD policies. District staff will be enforcing guidelines such as no consumption of alcohol, no smoking, no loud music, and age restrictions. Thank you for showing staff mutual respect as they do their job to ensure everyone is enjoying the amenities as much as possible but also abiding by policies.

We look forward to serving the community at beautiful Cypress Creek.

Best regards,

Jason Greenwood
District Manager, Governmental Management Services

SECTION C

i.

Cypress Creek of Hillsborough County Community Development District

18842 North Dale Mabry Highway, Lutz, FL 33548

Phone: 813-435-9119

Date: September 3, 2020

To: Cypress Creek of Hillsborough County CDD, Board of Supervisors

From: Amanda Ferguson, Amenity Manager

Re: Amenity Managers Report – 8/25/20-9/8/20

Completed Items:

1. The three bad pool motors were replaced at the Trent Creek pool.
2. The spray features and bubblers are now working in the Trent Creek pool.
3. Staff continues to sanitize high touch areas at the facilities.
4. Picking up trash on a daily basis.
5. Scheduling food trucks.
6. Posting food truck sign at entry to Cypress Creek.
7. The website is being updated.
8. A refrigerator and freezer, file cabinet and a desk were purchased for the new office.
9. Proposal was received for installing 4 electrical outlets in the new office.
10. Received quote from All Pro Wildlife, LLC for trapping of armadillo at the Orchids pool. They will inspect the area and install traps for a cost of \$125 and they will come pick the trap up for \$125, so a total of \$250.
11. Posted pool permit at the Trent Creek pool.
12. Purchased food truck signs.

Work in Progress:

1. Install bollards at roundabout.
2. Create a MSDS book for all chemicals stored onsite.
3. Purchasing bulletin boards for the three amenity centers.
4. Get a book of all of the District contracts and keep onsite – Staff needs names and phone numbers for all of the contacts for vendors.
5. Front entry monument needs pressure washed and repainted.
6. Install outdoor clocks at all three pool facilities.

7. Once new resident paperwork is completed then an email blast system will be put in place.
8. Need to purchase bags for cornhole boards.
9. Need signage for the Maples entry.
10. Replace outdoor light fixtures at the big pool. They are directly outside of the front gate.
11. Purchase A frame signs for pool closing and for party rentals.
12. Door on the outdoor kitchen cabinet needs replaced and wall tiles need installed.
13. Need to purchase a computer and printer for the new office.
14. Will be presenting information to District Counsel on illegal dumping being done by residents at the Trent Creek pool. Suggest billing the resident for the fee to haul everything off and suggest fining them in the future.
15. Pool permits for the townhomes pool and the Orchids pool will be installed in bulletin board.

Should you have any questions or comments regarding the above information please contact Amenity Manager at (813) 435-9119 or aferguson@gmscfl.com or manager@cypresscreekcdd.com.

ii.

CYPRESS CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Contents

Part I. Rule for Amenities Rates	5
A. Introduction.....	5
B. Definitions.....	5
C. Annual User Fee.....	5
D. Reservation Rates for Amenity Center.	5
E. Activity and Program Rates.	6
F. Miscellaneous Fees.....	6
G. Special Provisions.	7
1. After-Hours Events.	7
2. Homeowner’s Association and Master Developer Meetings.....	7
3. Additional Costs.	7
H. Adjustment of Rates.	7
I. Prior Rules & Policies.	7
J. Severability.	7
Part II. Amenities Policies.....	8
A. DEFINITIONS.....	8
B. AUTHORIZED USERS.....	9
1. Generally.....	9
2. Residents.....	9
3. Non-Residents.....	10
4. Renter’s Privileges.....	10
5. Guests.	10
6. Registration / Disclaimer.....	11
C. ACCESS CARDS or KEYS	11
1. Use of Access Cards or Key Fobs.....	11
2. Issuance of Access Cards or Key Fobs.	11

3. Non-Transferrable.....	11
4. Lost or Stolen Cards or Fobs.	11
D. FACILITY RENTAL POLICIES.....	11
1. Patrons Only.....	12
2. Amenities Available for Rental.....	12
3. Payment & Registration.	12
4. Rates and Deposits.....	12
5. Computation of Rental Time.....	12
6. Duration of Events.	12
7. Available Hours.	13
8. Capacity.....	13
9. Noise.	13
10. Insurance.....	13
11. Cancellation.	13
E. COMMUNITY PROGRAMMING	13
1. Resources.....	13
2. Patrons and Guests Only.	13
3. Registration.	14
4. Programs and Activities.....	14
5. Cancellation by the District.	14
6. Refunds.	14
F. GENERAL PROVISIONS	14
1. Emergencies.....	14
2. Hours of Operation.	14
3. Additional Guidelines.....	15
4. Pool Area.....	17
5. Event Lawn, Patio, Picnic Areas, and Outdoor Areas	19
6. Lake or Pond Areas	19

7. Playground and Tot Lots	20
8. Basketball Court	20
9. Dog Park	20
G. PROPERTY DAMAGE	23
H. USE AT OWN RISK; INDEMNIFICATION.....	23
I. SOVEREIGN IMMUNITY.....	24
J. SEVERABILITY	24
K. AMENDMENTS / WAIVERS.....	24
Part III. Amenities Disciplinary Rule	25
A. Introduction.....	25
B. General Rule.	25
C. Suspension of Rights.....	25
D. Authority of Amenities Manager.	26

List of Tables

Table 1 - Reservation Rates for Amenity Center Areas	6
Table 2 - Miscellaneous fees.....	6

Attachments

ATTACHMENT A:	Amenity Registration Form
ATTACHMENT B:	Consent and Waiver Agreement
ATTACHMENT C:	Rental Agreement

Part I. Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on February 2, 2016 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Cypress Creek Community Development District adopted the following rules to govern rates for the District's Amenities.

A. INTRODUCTION.

This rule addresses various rates, fees and charges associated with the Amenities.

B. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Part II. Amenities Policies of Cypress Creek Community Development District, as amended from time to time.

C. ANNUAL USER FEE.

For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

D. RESERVATION RATES FOR AMENITY CENTER.

Any Patron wishing to have the exclusive use of any area within the amenity center must pay the appropriate fee and submit a security deposit in the amounts set forth in Table 1 below.

Table 1 - Reservation Rates for Amenity Center Areas¹

Area	Rental Fee	Deposit
Event Lawn	None	None
Covered Patio at Pool	\$25.00 / hour	\$300.00
Cabanas Pool side	No charge	None

E. ACTIVITY AND PROGRAM RATES.

Activity program prices charged on an activity by activity basis. Program coordinator to present program calendar to the board at a public meeting.

F. MISCELLANEOUS FEES.

Miscellaneous fees are set forth in Table 2 below.

Table 2 - Miscellaneous fees

Item	Fee
Access Cards/Key Fobs (two per Patron's Household)	Free
Additional Access Cards/Key Fobs	\$25.00 per access card/fob
Replacement of Damaged, Lost, or Stolen Access Card/Key Fob	\$25.00 per access card/fob
Guests Staying On Property Fee for Amenity Center and Pool	Free
Guests <u>not</u> Staying On Property Fee for Amenity Center and Pool	\$10.00 per day per person
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

¹ Note: Patrons must be current on assessments or annual user fee in order to rent covered patio areas. Cabana Rental (Reservations) is limited to 1 rental (1 reservation) per month per Patron.

G. SPECIAL PROVISIONS.

1. After-Hours Events.

All rental fees are increased by \$25 for each hour past normal operating hours.

2. Homeowner's Association and Master Developer Meetings.

Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability. Any events hosted by the Master Developer are permitted for free, subject to availability.

3. Additional Costs.

The District at a public meeting may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

H. ADJUSTMENT OF RATES.

Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public hearing any of the fees set forth in the District's Rule for Amenities Rates to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interest of the District. The Board may also in its discretion authorize discounts for certain services.

I. PRIOR RULES & POLICIES.

The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

J. SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2015)

Part II. Amenities Policies

In accordance with Chapter 190 of the Florida Statutes, and on February 2, 2016 at a duly noticed public meeting, the Board of Supervisors of the Cypress Creek Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

A. DEFINITIONS

The following definitions shall apply to these policies in their entirety:

"Access Card" – shall mean the identification card, fobs OR keys issued to Patrons.

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District's amenity center, basketball court, fitness stations, swimming pool, multi- purpose field (event lawn), playground (tot-lot), picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Policies" or "Policies" – shall mean all policies of the District relative to the Amenities, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Cypress Creek Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

"Family" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together

with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee and is current in the payment of all other dues and fees to the District.

“Resident Patron” – shall mean Residents, and Renters.

“Patron” – shall mean any person or Family who is paying the Annual User Fee whether resident, renter or non-resident and is current in the payment of all other dues and fees to the District.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

B. AUTHORIZED USERS

1. Generally.

Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

2. Residents.

A Resident must pay the Annual User Fee and be current in payment of all dues applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. In order to be considered current in payment, residents must remit payment by July 31st. Amenity rights will be suspended for residents that are not current in payment. Payment of the Annual User Fee entitles the Resident to use the

Amenities for one full fiscal year of the District.

3. Non-Residents.

A Non-Resident Patron must pay up front the total twelve (12) month Annual User Fee and be current in payment of all dues applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of registration. Amenity rights will be cancelled if subsequent Annual User Fee payments are not paid within 90-days of the anniversary date.

4. Renter's Privileges.

Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the co-beneficial users of the Resident's privileges to use the Amenities.

- (a)** A Renter who is designated as the co-beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
- (b)** Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- (c)** Renters shall be subject to all rules and policies as the Board may adopt from time to time.

5. Guests.

Except as otherwise provided for herein, each Patron who is at least sixteen years of age may bring a maximum of four guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

6. Registration / Disclaimer.

In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**.

All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.

C. ACCESS CARDS OR KEY FOBS

1. Use of Access Cards or Key Fobs.

Patrons can use their Access Cards, keys, key fobs or key pad with code number to gain access to the Amenities. Upon arrival at the amenity center, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

2. Issuance of Access Cards or Key Fobs.

Each Patron will receive two Access Cards or fobs upon registration with the District. Residents will receive access from builder at home closing, and non-residents will receive access after the Annual User Fee is paid. For Families, each Patron may obtain additional Access Cards or fobs for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards/fobs per Family, and subject to payment of any applicable fees.

3. Non-Transferrable.

Access Cards or fobs are the property of the District and are non-transferable except in accordance with the District's rules and policies.

4. Lost or Stolen Cards or Fobs.

All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards or fobs.

D. FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. Patrons Only.

Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation.

2. Amenities Available for Rental:

The following Amenities are available for rental:

- (a) Outdoor covered patio area.

3. Payment & Registration.

At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the rental, both made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement (Attachment C).

4. Rates and Deposits.

The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within 10 days after the event, the renter must:

- (a) Remove all garbage, place in dumpster and replace garbage liners;
- (b) Take down all decorations or event displays; and
- (c) Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. Computation of Rental Time.

The rental time period is inclusive of set-up and clean-up time.

6. Duration of Events.

Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District and no after hours events shall extend past midnight. If the event lasts longer than four hours the deposit is forfeited, unless previously authorized by the District.

7. Available Hours.

The Amenities may be rented for parties and events during normal operating hours. Additionally, the amenity center may be rented after hours and until midnight. All parties and events, including clean-up, at the amenity center must conclude by midnight.

8. Capacity.

The amenity center capacity limit shall not be exceeded at any time for a party or event.

9. Noise.

The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

10. Insurance.

Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and contractors is to be named on these policies as an additional insured party.

11. Cancellation.

If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

E. COMMUNITY PROGRAMMING

1. Resources.

The District may offer from time to time a variety of programs and activities designed to meet the needs and enjoyment of community members of all ages, interests and skill levels. If a program or activity is offered, its format will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Patrons via a community bulletin board, District website or homeowner's association community website.

2. Patrons and Guests Only.

Unless otherwise directed by the District, programs will be open to Patrons and

their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

3. Registration.

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

4. Programs and Activities.

All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the District. No outside (i.e., third party) instructors are allowed.

5. Cancellation by the District.

The District will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account.

6. Refunds.

Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, “no shows”, or after a program begins may not be approved.

F. GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

1. Emergencies.

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 813-374-9105.

2. Hours of Operation.

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. The District may restrict

access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

3. Additional Guidelines

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

- (a) Registration and Access Cards or Keys.** All Patrons must sign-in and have their assigned access card, key or key pad code upon entering the amenity center. Cards and codes are only to be used by the Patron to whom they are issued.
- (b) Guests.** Guests must be accompanied by a Patron while using the Amenities.
- (c) Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
- (d) Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the restroom areas.
- (e) Food and Drink.** Food and drink will be limited to designated areas only.
- (f) Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
- (g) No Smoking.** Smoking is not permitted in any building, or enclosed or fenced area, including but not limited to the amenity center, fitness stations, swimming pool or swimming pool deck area, or playground. All waste must be disposed of in the appropriate receptacles.
- (h) Pets.** With the exception of service animals, pets are not permitted, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- (i) Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by

the District or at any of the Amenities within District unless they are owned by the District.

- (j) **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- (k) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
- (l) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- (m) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- (n) **Profanity.** Loud, profane or abusive language is prohibited.
- (o) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (p) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- (q) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (r) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- (s) **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.
- (t) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (u) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (v) **Surveillance.** Various areas of all Amenities may be under twenty-four (24) hour video surveillance.
- (w) **Grills.** Grills are not permitted on public areas, except during approved events.
- (x) **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District.

Proof of liability insurance acceptable to the District shall also be required.

- (y) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the amenity center. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the amenity center.
- (z) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

4. Pool Area

The following policies apply to the District's pool:

- (a) **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
- (b) **Operating Hours.** The pool is open dawn to dusk. No one is permitted in the pool at any other time unless a specific event is scheduled.
- (c) **Supervision of Children.** Children 16 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
- (d) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
- (e) **Food and Drink.** Alcoholic beverages are not permitted. Food is not permitted, except for special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms. Notwithstanding any of the foregoing, no food or beverages are ever permitted in the pool or on the pool wet deck area, and instead when permitted, food and beverages must be kept only in designated areas.
- (f) **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (g) **Diving.** Diving is strictly prohibited at the pool.
- (h) **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (i) **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys

for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.

- (j) **Entrances.** Pool entrances must be kept clear at all times.
- (k) **Railings.** No swinging on ladders, fences, or railings is allowed.
- (l) **Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.
- (m) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (n) **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
- (o) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (p) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (q) **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- (r) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (s) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (t) **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- (u) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or

sighting lightning, or when instructed to do so by the staff.

- (v) **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

5. Event Lawn, Patio, Picnic Areas, and Outdoor Areas

The following policies apply to the Event Lawn, patio, and other outdoor areas:

- (a) **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests only on a first come first serve basis. The Event Lawn and patio areas may only be reserved for a program or event approved by the District.
- (b) **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- (c) **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
- (d) **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- (e) **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- (f) **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
- (g) **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
- (h) **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

6. Lake or Pond Areas

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points and not trespass upon a resident's property. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

- (a) Please be respectful of the privacy of the residents living near the ponds.

- (b) Children under the age of sixteen must be accompanied by adults when fishing.
- (c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
- (d) Do not leave fishing poles, lines, equipment or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- (e) Do not feed the wildlife anything, ever.
- (f) Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- (g) Swimming is prohibited in all ponds on District property.
- (h) No watercrafts of any kind are allowed in any of the ponds on District property.
- (i) Licensing requirements from other governmental agencies may apply. Check the regulations.

7. Playground and Tot Lots

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

- (a) Patrons and Guests may use the playgrounds at their own risk.
- (b) Adult supervision (eighteen years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- (c) Proper footwear is required and no loose clothing especially with strings should be worn.
- (d) The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (e) No food, drinks or gum are permitted at the playground.
- (f) No pets of any kind are permitted at the playground.
- (g) No glass containers are permitted at the playground.
- (h) No jumping off from any climbing bar or platform.
- (i) Profanity, rough-housing, and disruptive behavior are prohibited.
- (j) If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

8. Basketball Court

The community provides a basketball court for Patrons and Guests to enjoy with their children. The following policies apply:

- (a) Patrons and Guests may use the basketball court at their own risk.
- (b) The basketball court is open 8 am to 9 pm.
- (c) Adult supervision (eighteen years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- (d) Proper sports attire must be worn while using the courts. Athletic shoes are required and no loose clothing especially with strings should be worn.
- (e) No hanging on the rim or net is allowed.
- (f) No chairs, bicycles, strollers, scooters, roller skates, roller blades or skate boards, or similar equipment is allowed on the court.
- (g) No food, drinks or gum are permitted on the basketball court.
- (h) No pets of any kind are permitted on the basketball court.
- (i) No glass containers are permitted on the basketball court.
- (j) Profanity, rough-housing, and disruptive behavior are prohibited.
- (k) If anything is wrong with the court, basket rim or net, notify the District immediately.
- (l) If someone gets hurt, notify the District immediately.

9. Dog Park

All references to the word “Guardian(s)” in these Dog Park rules shall mean a Patron or Guest that is the owner, custodian and/or caretaker of the dog(s). The community provides a dog park for Patrons and Guests to enjoy with their dog(s). The following policies apply:

- (a) The dog park is open from dawn to dusk.
- (b) Enter this park at your own risk. District staff does not actively supervise the use of the dog park area; anyone using the area does so at his/her own risk. Guardians agree that by using the dog park they are assuming the full risk of any injuries, damages, or loss connected with or associated with use of the dog park. Owners (and in some cases, Guardians) are legally and financially responsible for their dogs and any injuries, damage or loss caused by them.
- (c) Dogs that are dangerous or aggressive are prohibited. Dogs showing aggression towards people and/or other dogs will be removed from the park.
- (d) All Guardians must have proof of their dog’s current rabies vaccination and license. The Bordetella vaccination for your dog is also encouraged.
- (e) Children must be at least 6 years of age and accompanied by a parent or guardian to enter the park. Children 6-15 years old must be accompanied by an adult and must have a dog to enter the dog park area.

- (f)** Puppies under four months old are not permitted in the park for their safety and health.
- (g)** Limit three dogs per person per visit.
- (h)** Dogs in heat are not allowed.
- (i)** Please pick up after your dog and dispose of feces in the designated containers.
- (j)** Dogs must be on a leash when entering and exiting the dog park. Guardians must carry a leash for each dog while inside the dog area and the dogs must be under voice command at all times.
- (k)** Dogs are required to wear a basic flat buckle collar or harness with identification tags at all times. No spiked or pronged dog collars are allowed.
- (l)** Animals other than dogs are not allowed.
- (m)** Leaving dogs unattended is prohibited. All Guardians must remain in the park with their dog(s) at all times.
- (n)** Guardians shall not abandon their dog(s) in the park in accordance with Florida State Statute 828.13
- (o)** Dogs that bark persistently are a nuisance and will be removed from the premises.
- (p)** If your dog is annoying or provoking other dogs or persons, then you and your dog must leave the dog park
- (q)** Mounting can initiate a potentially harmful situation. The Guardian of any dog displaying mounting behavior must immediately leash and remove the dog from the situation.
- (r)** Guardians must stop dogs from digging and must immediately fill all holes caused by the dog.
- (s)** Climbing on or over the fence is not permitted as well as dogs jumping from one side to the other inside of the dog park.
- (t)** No smoking, food (dog or human), or raw hides allowed in the dog park. Guardians must use caution when bringing dog toys to the park since fights could erupt.
- (u)** No alcoholic beverages or glass containers are allowed in the park.
- (v)** The District has the authority to close the park or sections of the park for any reason including maintenance, mowing, weather related problems, special events, or for the public's safety and/or health.
- (w)** District personnel, Animal Services personnel, and authorized Dog Park volunteers have the authority to enforce rules. Violation of the rules may result in suspension of the Guardian and/or the dog from the dog park.

G. PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities.

H. USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other

expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees. For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

I. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

J. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

K. AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

Part III. Amenities Disciplinary Rule

Law Implemented: ss. 190.011, Fla. Stat. (2015)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on February 2, 2016 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Cypress Creek Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.

A. INTRODUCTION.

This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Cypress Creek Community Development District.

B. GENERAL RULE.

All persons using the District's amenities are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's amenities.

C. SUSPENSION OF RIGHTS.

The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- (a)** Submits false information on any application for use of the amenities;
- (b)** Permits the unauthorized use of an amenity pass;
- (c)** Exhibits unsatisfactory behavior, deportment or appearance;
- (d)** Fails to pay amounts owed to the District in a proper and timely manner as set forth in Part II. Amenities Policies, Section B Authorized Users;
- (e)** Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- (f)** Treats the District's supervisors, staff, amenities management, contractors, or other representatives, patrons, residents or guests, in an unreasonable or abusive manner;
- (g)** Damages or destroys District property; or
- (h)** Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, patrons, residents or guests.

D. AUTHORITY OF AMENITIES MANAGER.

The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the amenities for a period not to exceed seven days.

ATTACHMENT A – Amenity Registration Form

Form on the next page.

To PRINT: The Amenity Registration Form is saved in the Community Documents folder of the Cypresscreekcdd.org website.

CYPRESS CREEK AMENITY REGISTRATION FORM	
PATRON/RESIDENT/RENTER INFORMATION	
Name:	
Address:	
Email Address (optional):	
Phone (optional – CDD to use only if there is a problem processing request):	
Number of fobs requested:	
FOR OFFICE USE ONLY	
Fob Number(s) Assigned:	Mail Date:
NOTES:	

FEE SCHEDULE	
ITEM	FEE
Access Key Fobs (two per Patron Household)	Free*
Shipping and Handling (for mailed requests only)	\$10.00 (flat fee regardless of fob quantity)
Additional Access Key Fobs	\$25.00 per fob
Replacement of Damaged, Lost, or Stolen Access Key Fob	\$25.00 per fob
Insufficient Funds Fee (for an insufficient funds check)	\$30.00

*Fobs can be picked up at the District office between the hours of 9:00am and 4:00pm upon receipt of completed Registration Form, proof of Cypress Creek Residency (deed, current utility bill, Driver's License with Cypress Creek address) and signed Consent and Waiver **by each member of the household that will use the amenity.** District office address is 15310 Amberly Drive, Suite 175 Tampa, FL 33647. Call the District office at 813-374-9104 for additional information.

For mailed requests:

Shipping and handling fee applies. Mail items listed below to the district office. Following are documents required:

- 1) Check made payable to Cypress Creek CDD
- 2) The completed Registration Form
- 3) The completed Consent and Waiver Agreement (signature page to be completed by each member of household that plans to use the clubhouse and pool facility). Agreement can be found online at <http://cypresscreekcdd.org> under the Documents Menu in the Community Documents Folder. To reduce postage expense, it is acceptable to mail only the signature page.
- 4) Proof of Cypress Creek residency (A copy of your Deed or current utility bill).

For Families, each Patron may obtain additional Access Key Fobs for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) key fobs per Family, and subject to payment of applicable fees. Only checks are accepted. Checks should be made payable to Cypress Creek CDD. Fobs are mailed to residents within 3 business days of when requests are received. Upon moving out of the community, please return fobs to the District office.

Privacy Disclosure: Under Florida Law, information included in this form becomes part of the public record, available for public record requests.

ATTACHMENT B - Consent and Waiver Agreement

Agreement on the next page.

To PRINT: The Consent and Waiver Agreement is saved in the Community Documents folder of the Cypresscreekcdd.org website.

Cypress Creek Community Development District
Consent and Waiver Agreement

Thank you for using the Cypress Creek Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things an amenity center, fitness stations, swimming pool, event lawn, tot-lot, dog park and walking trails and participation in any of the District's community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities. The District reserves the right to terminate the Participant's privilege to participate in the Activities at any time.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the Activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Release of Liability

Any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall release and hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

Rules and Policies

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Hillsborough County, Florida. Participant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records under Chapter 119, Florida Statutes and shall be treated as such in accordance with Florida law. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT. IF PARTICIPANT IS A MINOR CHILD, I CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Cypress Creek Community Development District By: _____ Name: _____ Title: _____ Date: _____	
--	--

NOTE: Consent and Waiver Agreement signature page below to be completed by each member of household that plans to use the clubhouse and pool facility.

If Participant is 18 years of age or older	
Participant Name	Signature
Participant Name	Signature
Participant Name	Signature
Participant Name	Signature
Participant Name	Signature
Date	
Address	

If Participant is 17 years of age or younger	
Child's Name:	Parent/Guardian Name: Signature:
Child's Name:	Parent/Guardian Name: Signature:
Child's Name:	Parent/Guardian Name: Signature:
Child's Name:	Parent/Guardian Name: Signature:
Date	
Address	
Emergency contact	
Phone	

ATTACHMENT C – Rental Agreement

AMENITY CENTER AREAS RENTAL AGREEMENT

This Amenity Center Areas Rental Agreement (this “**Agreement**”) is entered into this _____ day of _____, _____ between the Cypress Creek Community Development District, a special-purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the “**District**”) and the Renter listed below (the “**Renter**”).

1. Renter

a. Name: _____

b. Address: _____

c. Phone
Number: _____

2. The District owns and operates the Amenity Center Areas, including but not limited to the Event Lawn, covered patio areas at the clubhouse, and the cabanas at the pool.

3. Renter desires to reserve the ☐ Event Lawn, ☐ covered patio area at clubhouse near pool, ☐ covered patio area at clubhouse across from playground, or ☐ cabana #__ at the pool on _____ from _____ a.m./p.m. to _____ a.m./p.m.

4. Security Deposit

a. ☐ Not applicable (Event Lawn or cabanas at the pool)

b. ☐ Applicable (covered patio areas at clubhouse)

i. A refundable security deposit of \$300.00 from Renter has been received. The Amenity Manager will review the checklist listed in the Facility Rental Policies section of the District’s Amenities Rules & Policies after the event. With satisfactory completion of all items on the checklist, the deposit will be returned.

5. Rental Fee

a. ☐ Not applicable (Event Lawn or cabanas at the pool)

b. ☐ Applicable (covered patio area at the clubhouse)

i. A non-refundable rental fee of \$_____ from Renter has been received.

6. If the Renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

7. Renter shall not serve or permit any alcoholic beverages to be consumed unless the Board of Supervisors of the District has pre-approved a special event.
8. Renter is responsible for cleanup and restoring the Amenity Center Areas to the original condition immediately following the event.
9. District staff or authorized designees are authorized to end the event if they observe any damage being done to the property or other behavior they deem as reckless or inappropriate.
10. Renter, to the fullest extent of the law, hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury or harm suffered on District property in connection with the Rental and further agrees to hold the District harmless from, and will indemnify and defend the District against all liability or damage which may arise in any manner whatsoever, whether directly or indirectly, from the Rental.
11. Renter shall not damage, mar, or in any manner deface the Amenity Center Areas, and shall not cause or permit anything to be done which may in any manner damage, mar or deface the Amenity Center Areas. If the Amenity Center Areas, during the term of the Agreement, shall be damaged by the act, default or negligence of the Renter, or of any of the Renter's agents, employees, patrons, guests or any persons admitted to the Amenity Center Areas by the Renter, Renter agrees to pay to the District upon demand all sums as necessary to restore the Amenity Center Areas to its condition prior to the Rental.
12. Renter will comply with all laws, codes, and regulations of the United States, the State of Florida, and Hillsborough County, and Renter will pay any sales taxes or fees due to any authority arising out of Renter's use of the Amenity Center Areas.
13. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.
14. In the event of any dispute or damage claim arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and costs incurred by reason of such action, including appellate proceedings.
15. Renter may not assign their rights or interest under this Agreement.
16. Renter, its agents, employees, patrons or guests shall not use the Amenity Center Areas for any unlawful purpose, and the Renter, their agents, employees, patrons and guests shall abide by the District's Amenities Rules & Policies.

17. This Agreement and the District's Amenities Rules & Policies form the entire agreement and neither party is to rely upon any oral representations made by the other party.

Renter's Signature: _____

Amenity Manager's Signature: _____

SECTION D

Cypress Creek of HC CDD

Field Management Report



September 8, 2020

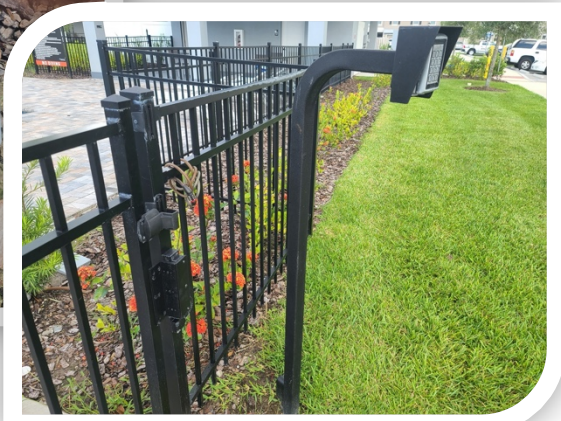
Clayton Smith

Field Services Manager

GMS

Completed

Gate Controls at Townhomes Pool



Gate at Townhomes was having intermittent issues.



Source of problem was discovered as junction box was full of water.



All wires were reconnected with new connectors, and water removed.

Damage to Front Entrance Area



Appears a vehicle went off the road and into the landscaping at the east entrance of Cypress Creek Blvd.



Removed broken developer sign.



Repaired sod and removed left over debris.



Irrigation repairs carried out.



No further damage.



Completed

Dead Palms at Pool / Pool Area Detailing



Dead palms were removed from the pool area.



Additional efforts were put into detailing the pool area.



Weeds were pulled and sprayed.



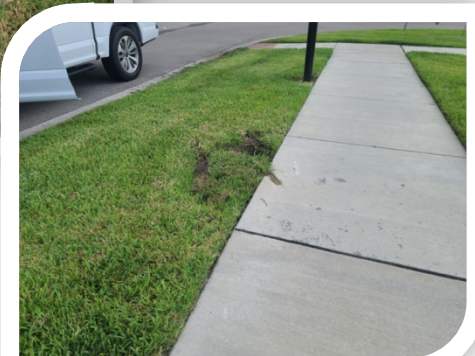
Filled Trip Hazard at Townhomes



Trip Hazard identified next to sidewalk at the townhomes.



Hole was filled in and will be monitored for future issues.



Complete

Orchids Dog Park



Issues at dog park in orchids regarding dogs crossing between large/small parks.



Steel canes were added to secure the bottom of the fences.



No access under fence to adjacent park.



Cypress Creek / Site Detailing



Increased efforts by contractor regarding detailing in medians and focal areas.



Enhanced look to community landscaping.



Future renovations to be considered.

Upcoming Projects

Fencing Pressure Washing



Gathering Bids for pressure washing of fencing along Cypress Creek Blvd and Little Elk.



Fences are in need of pressure washing to enhance community appeal.



Bids to perhaps include entrances as well.



Paver Repair at the Pool



Gathering Bids for Paver repairs at the pool.



A small section of pavers has been uplifted by tree roots.



Area will need repaired.

In Progress

Townhomes CDD Ponds

- Three ponds in the Townhomes portion of the community not being maintained.
- Working with engineer to determine maintenance responsibilities/Feasibility.
- Attempting to minimize cost to district.



County Sidewalk Repairs



- It has been determined that the majority of sidewalk areas are county. The CDD owns very few small areas.
- Coordinating with County to get needed areas repaired.
- They have marked repair areas. Grinds will be carried out, but replacements may take some time.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith