

CONTRACTS

In this section you will find contracts between The Links and the following:

Guardian Association Management, LLC (automatically renews)

West Farms Landscape Services

Joe Montoya, LLC – Maintenance Supervisor

MANAGEMENT AGREEMENT

THIS AGREEMENT, (the "Agreement") is made this 27th day of February, 2017, by and between THE LINKS AT HAILE PLANTATION CONDOMINIUM ASSOCIATION, INC. (the "Association") and GUARDIAN ASSOCIATION MANAGEMENT, LLC, (the "Agent").

Recitals

WHEREAS, the Association desires to retain Agent to perform services as described in this Agreement with regard to common areas of Association, located at The Links at Haile Plantation (the "Property") upon the terms and conditions set forth herein; and

WHEREAS, Agent wishes to provide such services described on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I Services

Agent shall provide the following services:

1.1 Collection of Assessments: Agent shall account for all funds collected on behalf of the Association. Agent will bill, collect and account for periodic and special assessments. Agent will respond to owner inquiries regarding their account balances. Agent will send out delinquency notices as necessary. The Association shall make every reasonable effort to collect funds via ACH services. In its work to collect assessments and related amounts Agent may, from time to time and as authorized in writing by the Association, employ and coordinate attorneys, accountants and other professionals as appropriate.

1.2 Deposit of Collections: Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of others. Agent's designees shall be the only parties authorized to draw upon such accounts as well as designated Officers of the Association. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest. 1.3 Payment of Expenses: Agent shall pay all expenses for management of the Association and operation and management of the Property, including taxes, inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to management of the Association and the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to the terms of other authority granted by the Board of Directors of the Association (the "Board") on behalf of the Association. Agent shall pay such expenses from the Association's funds held in account by Agent. Agent will process all invoices and make payment in a timely manner (as long as there are funds available in the Association's bank account) to avoid late fees or penalties. Any amounts owed to Agent

by the Association shall also be paid from such account at any time without prior notice to, or consent from, the Association.

1.4 Records of Income and Expenditures: Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Board on or before the last day of the following month, a statement of receipts and disbursements and bank reconciliations for the preceding month. Agent will coordinate with independent accountants for the filing of taxes and audited financial statements as directed by the Board and required Statute. Agent will distribute audited financial statements annually to all owners as directed by the Board and required Statute..

1.5 Maintenance of Common Elements: Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property.

1.6 Employment of Personnel: Agent shall hire, supervise and discharge whatever maintenance personnel may be required to maintain and operate the Property on behalf of the Association in accordance with the budget, job standards, and wage rates previously approved by the Association. All salaries, taxes and other expenses payable to or on account of such contracted maintenance personnel shall be operating expenses of the Association. Such maintenance personnel shall be contractors of the Association and not of the Agent, unless agreed in writing.

1.7 Services Contracts: Subject to the direction of the Board and on behalf of the Association, Agent shall contract services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by the Board and at the Association's expense. All such contracts and purchases in excess of One Thousand Dollars and No Cents (\$1,000.00) shall be subject to Board approval.

1.8 Other Services Provided by Agent:

A. Meetings:

(i) A representative of Agent shall attend up to twelve (12) Board meetings per year, including one budget meeting, which Agent will assist in the preparation of. Agent's attendance shall be limited to ninety (90) minutes per meeting; meeting attendance beyond twelve (12) Board meetings per year or ninety (90) minutes per meeting will be billed based upon staff in attendance, per the attached Schedule of Additional Expenses.

(ii) A representative of Agent shall attend one (1) annual meeting as defined in the by-laws (not included in the twelve (12) meetings above). Agent's attendance shall be limited to one hundred twenty (120) minutes; meeting attendance beyond one hundred twenty (120) minutes will be billed based upon staff in attendance, per the attached Schedule of Additional Expenses.

(iii) Meetings scheduled by the Board or its representatives that occur after 4:00 PM on a Friday or at any time on the weekends or holidays will be billed based upon staff in attendance, per the attached Schedule of Additional Expenses. (iv) Agent shall prepare all meeting agendas at the direction of the Board.

B. Record Keeping:

(i) Agent shall maintain owner files, corporate files (legal files, minutes, contracts), operational files (vender contracts, insurance, payables) and correspondence files.

(ii) Agent shall maintain the checking account(s), reserve account(s), and money market account(s).

C. General Maintenance:

(i) Agent shall: (a) coordinate and manage vendors/maintenance personnel to cause the common elements to be maintained; (b) convey schedules/scopes of work to potential vendors to bid; (c) present vendors bids to the Board and contract with the Board's choice of vendor(s); (d) verify that all contractors performing any services to the Association are properly licensed, bonded wherever deemed necessary; and (e) have current adequate insurance, including but not limited to, liability and worker's compensation by obtaining copies of certificates.

(ii) Agent shall inspect the common property up to twelve (12) times per year.

(iii) Agent shall implement maintenance follow-up procedures as instructed by the Board.

D. Covenant Non-Compliance:

(i) The members of the Association are governed by the Declaration of Condominium of The Links Condominium, the Articles of Incorporation for The Links at Haile Plantation Condominium Association, Inc., the Bylaws for The Links at Haile Plantation Condominium Association, Inc., and the Rules and Regulations adopted by the Board of Directors for the Association. All enforcement action under these documents shall be at the discretion of the Board of Directors. Agent shall uphold the standards of the Association as instructed by the Board, and/or as described in the aforementioned governing documents of the Association. Agent will only act upon the provisions set forth in the Restrictive Covenants or as permitted by Florida Statutes.

(ii) Agent shall, in conjunction with the inspections described in Paragraph 1.8(C), also inspect the units and limited common property, to the extent such inspection is possible from the exterior of the buildings.

(iii) Agent shall notify owners, and/or designees, of violations of the aforementioned governing documents.

(iv) Agent shall implement follow-up procedures for said violations as instructed by the Board.

(v) Agent shall receive, and when indicated, handle complaints regarding the violation of the aforementioned governing documents.

E. Agent shall distribute newsletters, notices and other special mailings as directed by the Association.

F. Agent shall maintain a current directory of all unit owners with addresses.

G. Agent shall develop with the Board policies and procedures to effectuate the purposes and objectives of this agreement.

H. Agent shall maintain a 24-hour maintenance emergency contact phone number to be made available to all residents and owners.

Article II Compensation

The Association shall compensate Agent as follows:

2.1 Initial Setup: In addition to the other fees and reimbursements provided herein, Association agrees to pay a one-time setup fee in the amount of \$0.00 if the Association records are not currently setup with TOPS Software or if the electronic TOPS files are not made available. ** WAIVED **

2.2 Management Fee: The Management Fee shall be: March 1, 2017 to February 28, 2018 to be Thirty-Six Thousand, Six Hundred Dollars and No Cents, (\$36,600.00) payable Monthly, due on the first day of each month in the amount of Three Thousand and Fifty Dollars and No Cents (\$3,050.00).

The Management Fee can be adjusted on approval by the Board with the agreement of the Agent, upon consideration of the Annual Budget, which adjustment shall be incorporated into this Agreement by Approval of the Annual Budget as reference.

In addition to these fees there may be charges for projects as laid out in the Scope of Work and/or Schedule of Additional Expenses.

Agent may disburse these funds out of the Association's account, at the above increments and intervals without further disclosure to Association. Agent's fees may be paid PRIOR to any other Association expenses in any given month.

2.3 Administrative Expenses: Association shall bear any and all administrative expenses incurred by the Agent while in service to the Association including but not limited to; Copies, Office Supplies, Postage, Banking Fees and Banking Supplies, as detailed on the attached Schedule of Additional Expenses.

2.4 Other Services: Agent may be called upon from time to time to provide services outside of the scope of this Management Agreement. Agent reserves the right to bill accordingly for time and expenses per the Schedule of Additional Expenses attached. Should cost of service for any one item or request exceed \$250.00, Agent shall seek approval of invoice from the governing body of the Association.

Article III
Term and Termination

3.1 Term of Agreement: Unless terminated as provided in Section 3.2 or 3.4, the term of this Agreement shall be One (1) year, beginning March 1 , 2017 and ending February 28, 2018 (the Initial Term). This Agreement shall automatically renew beyond the Initial Term for additional one (1) year terms, for example, March 1, 2018 to February 28, 2019 unless notification by either party of its intent not to renew is received by the other party in writing at least sixty (60) days prior to the expiration of the then-current term of this Agreement.

3.2 Termination: Agent shall have the right to terminate this Agreement:

A. With sixty (60) days written notice, for any reason;

B. Immediately, in the event that any insurance required of the Association is not maintained without any lapse;

C. Immediately, in the event any governmental body, or any order or ruling of any public authority, or official thereof having or claiming to have jurisdiction alleges or charges that the Property, or any equipment therein, or any act or failure to act by the Board with respect to the Property, or the sale, rental, or other disposition thereof, or with respect to the hiring of employees, fails to comply with, or is in violation of any requirement or constitutional provision, statute, ordinance, law, or regulation, and Agent, in its sole and absolute discretion, determines that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent or disciplinary proceeding with respect to Agent's license(s), asks Agent to perform anything unethical, illegal, or immoral; or if the Association acts in an immoral, unethical, illegal manner; or,

D. In the event the Association is in default under any of the terms of this Agreement, and the Association fails to cure such default within ten (10) days after written notice of such default.

3.3 Continuity of Service: In the event of termination, unless otherwise agreed upon in writing, Agent shall continue to provide full service of management up to the termination date.

3.4 The Association shall have the right to terminate this Agreement for any reason with sixty (60) days written notice.

Article IV Duties of Association

4.1 Fidelity Bond: As stated in FS CH 718.111 (11)(h), "The association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this subsection, the term "persons who control or disburse funds of the association" includes, but is not limited to, persons authorized to sign checks on behalf of the association, and the president, secretary, and treasurer of the association. The association shall bear the cost of any insurance or bond.

4.2 Use of Office Space and Equipment: The Association agrees to provide office space and electric utilities located within the Clubhouse to serve as offices for the management company and will be provided at no cost to the management company. The space also provides 3 wooden desks that belong to the Association and are provided to the management company for their use in the daily operation of their business.

Article V Relationship of the Parties

5.1 The relationship of the parties to the Agreement shall be that of Principal and Agent and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of, and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

Article VI Parties' Relationship Following Termination

6.1 Upon termination of this Agreement by either party, the Association shall acknowledge and honor its obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities that Agent may have properly incurred on the Association's behalf under this Agreement. Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred, but not yet invoiced, and to close accounts. Agent shall deliver to the Association, within nine (90) days

after the end of the month in which this Agreement is terminated any balance of monies due to the Association which were held by Agent with respect to the Association as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Association.

Article VII Board Member Communication with Agent

7.1 One Board Member to Deal with Agent: The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. In the event that Board designee is not reasonably available, Agent will take direction from the Board in the following order: President, Vice President, Treasurer, and then Secretary.

7.2 All Direction in Writing: The Board shall communicate all directions to Agent in writing; Directions will be clear and concise leaving no reasonable latitude for interpretation. Should the Agent require clarification to direction, the Agent shall promptly convey, in writing, the need for clarification. It is assumed by all parties, that the Board's signature on, or approval of, any contracts with respect to the Association is considered written authorization for the Agent to perform in its capacity with respect to these contracts.

Article VIII Indemnification

8.1 Cross Indemnification - Agent and Association: The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of the Association or its directors in connection with the Property or management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of the Association or its directors in connection with or arising out of the management of the Property. The Association will not indemnify, defend, or save Agent harmless from any suits or other claims alleging any negligence, gross negligence, or intentional tortious actions of the Agent or its employees in connection with the Property or management thereof.

The Agent shall indemnify, defend, and save the Association harmless from all suits or other claims alleging any negligence, gross negligence, or intentional tortious actions of Agent or its employees in connection with the Property or management thereof and from liability for damage to property and injuries to or death of any employee or other person arising out of such allegations. The Agent shall pay all expenses incurred by the Association including, but not limited to, all attorney's fees, costs, and expenses incurred to represent the Association in regard

to any claim, proceeding or suit involving alleged negligence, gross negligence, or intentional tortious actions of Agent or its employees in connection with or arising out of the management of the Property.

8.2 Establish and Maintain Liability Insurance: The Association shall cancel at its own expense, general liability and such other insurances as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insured, and the policy coverage shall be adequate to protect the interests of both parties in form, substance and amounts reasonably satisfactory to Agent. The Association shall provide to Agent certificates evidencing such insurance or duplicate copies of such policies within thirty (30) days from the date of execution of this Agreement.

Article IX Miscellaneous

9.1 Survival: All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provision of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

9.2 Headings: All heading and subheading employed with this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

9.3 Force Majeure: Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of the Agent, and any time periods required for performance shall be extended accordingly.

9.4 Complete Agreement: This Agreement, including any specific attachments, constitutes the entire Agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into and/or negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be considered null and void unless approved by the Association and the Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such

party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

9.5 Rights Cumulative: No Waiver: No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

9.6 Applicable Law and Partial Invalidity: The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Florida. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

9.7 Disclosure of Financial Interests: Unless otherwise disclosed in a writing attached hereto, the parties expressly agree and acknowledge that neither party (and none of either party's agents, employees, officers or Board members) hereto has any financial or ownership interest in the other.

9.8 Notices: Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such address as Agent or the Association may specify hereafter in writing:

The Links at Haile Plantation Condominium Association, Inc.
c/o Guardian Association Management, LLC 530 West
University Avenue
Gainesville, FL 32601
Attention: Kelly Burch

Notices or other communication between the parties to this Agreement may be mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided herein.

9.9 Agreement Binding on Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the successors and assigns of the Association. Notwithstanding the preceding sentence, the Agent may assign this Agreement or any rights hereunto to any parent, affiliate, subsidiary or individual principal of Agent, or to any successor in interest to substantially all the stock and/or assets of Agent or such entity, subject to the approval of the Association. Without being in limitation of the foregoing, it is also understood that the Agent may designate other persons, from time to time, to assist in the performance of the services to be rendered by the Agent in performing such services, without in any way affecting the rights of the Agent or the obligations of the Association hereunder, but any compensation payable to such persons shall be the responsibility of the Agent.

9.10 Authorization: Each party represents to the other that the execution of this Agreement has been duly authorized in accordance with its governing documents.

9.11 Attorney(s) Fees: Costs: In any litigation arising between the parties, as to any matter, arising under any legal theory, including breach, enforcement, or interpretation, arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this 27th day of February, 2017.

Agent:

GUARDIAN ASSOCIATION
MANAGEMENT, LLC

By: ISA

Title: MGR.

Association:

THE LINKS AT HAILE PLANTATION
CONDOMINIUM ASSOCIATION, INC.

By: Dore W. McAlhany

Title: PRESIDENT

Dore W. McAlhany
Agent Association



West Farms
LANDSCAPE/INTERIORSCAPE SERVICES

11717 SW Archer Road • Gainesville, FL 32608
(352) 495-9858 • FAX (352) 495-8001
E-MAIL WestFarms11717@aol.com

September 26, 2023

The Links
c/o Guardian Association Management
10000 SW 52 Av.
Gainesville, FL 32608

RE: The Links- Revised

.....
PROPOSAL FOR LAWN MAINTENANCE SERVICE
.....

Upon acceptance of this proposal West Farms will provide the following services:

- Mowing, weed eating, and edging will be done weekly for an annual total of 46 normal maintenance visits.
- Soft edging of the St. Augustine- 46 times per year.
- Weeding "non" selective- 12 times per year.
- The State of Florida licenses West Farms for Lawn and Ornamental Pest Control. We own all pest control equipment and provide a full time staff to provide preventative pest control to our landscape maintenance customers. Your charge includes monthly pest control inspection. Should we observe a pest issue, we will submit a proposal to you for eradication of the problem.
- Shrub pruning for both appearance and protection of sidewalks and buildings will be provided 8 times per year. West Farms maintains a crew whose sole job is the trimming to shape of shrubs. West Farms while trimming will also remove any dead small shrubs.
- Small tree pruning once time per year.
- Blowing of hardscape 46 times per year
- We will pick up limbs in boat parking one time a month. Storm damage pick up will be billed out separately.
- Month fee for fertilization for turf and shrubs and oil treatment of all shrubs.(\$541.00per month)

Based upon 46 visits per year at **\$5986.00** per month
for lawn service and fertilization and pest control

Thank you for the opportunity to provide your landscape services.

If this proposal meets your approval please sign and return to our office. Thank you!

John West

John West 09/26/2023

Approved by: _____

Date: _____

FOR 2024

INDEPENDENT CONTRACTOR
MAINTENANCE SERVICE AGREEMENT

This is a Maintenance Service Agreement between Joe Montoya LLC an Independent Contractor (hereinafter "the Company") and The Links at Haile Plantation Condominium Association, Inc. (hereinafter "The Links"):

Following are the mutually understood terms under which the Company will provide the services of one full-time, on-site maintenance person, who will be an independent contractor. The Company will provide certificates verifying liability and workman's comp insurance coverage.

Insurance. The Company shall carry, at its own expense, a general liability policy of at least \$1,000,000.00, insurance on all vehicles owned by the Company, and such other insurance as may be necessary or appropriate. The Company shall provide The Links with certificates evidencing such insurance or with duplicate copies of such policies within five (5) days from the date of execution of this Contract. The Links shall be named as an additional insured on Company's general liability policy. Said policies shall provide that notice of default, or cancellation shall be sent to The Links before any cancellation of or change to said policies.

The term of this agreement shall be for one year, beginning 2/27/2023 and running through 2/28/2024. The fee (hereinafter "the Fee") payable by The Links to the Company shall be at an hourly rate of \$24.00** payable on Friday of each week for the hours worked the prior week.

**increased at one year anniversary to \$25.00 per hour = \$52,000 per year.

In addition to the Fee above, The Links shall:

1. Reimburse the Company for mileage as incurred and properly documented by the Company (at the current IRS allowed mileage rate as it may change from time to time) for all approved mileage to obtain maintenance material to be used by The Links.

Work to be Performed:

1. The Company will perform the work as detailed in the Association's daily task assignment document attached to this agreement as "Exhibit A".
2. The Company will also perform such other duties as assigned by The Links Board of Directors and by management (Guardian Association Management). Additional assignments shall be included as part of the general maintenance agreement as outlined herein.
3. Work will be performed Monday through Friday from 7:00 a.m. until 3:00 p.m. with a 30-minute lunch break. Any work performed over 40 hours in 1 week, after normal work hours or on an emergency call out basis will be at an hourly rate of \$37.50.

4. Termination by either party will require 30 days-notice.

Retention of Third-Party Contractor. Should it be necessary, in the judgement of The Links or the Company, for a licensed contractor to be retained to perform work that would otherwise be the Company's obligation under Exhibit A, such retention shall be in the name of the Links and the subject of a separate agreement between the Links and the third-party contractor.

Company does not have the authority to and shall not enter into such an agreement on behalf of The Links.

Materials, Equipment and Labor. The Company will furnish the material(s), equipment, and labor that will be required to perform and complete all services defined and agreed 'to in this Contract. Any equipment owned by The Links shall be made available to the Company for use in performing the services required by this Agreement. The Company shall be entitled to reimbursement for any consumable material(s) used by Company to services under this Agreement.

Time Allocations. The Company shall devote such time to the performance of the duties under this Contract as is reasonable and necessary for the satisfactory performance of such duties.

Indemnification. The Company agrees to indemnify, hold harmless and defend The Links and its employees, directors, officers, managers, agents and assistants from any and all suits, claims, liability, losses, damages, costs and expenses, including attorney's fees and costs, arising from work performed or services provided by the Company. Further, the Company shall indemnify, and defend, and save The Links harmless from all claims, liabilities, investigations, and suits, resulting from the Company's acts or failures to act with respect to any alleged or actual violation of municipal, state, or federal labor laws. Company's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney's fees and costs incurred by The Links.

Independent Contractor. The Company shall perform services under this Contract in the capacity of an independent contractor and not an employee of The Links under this Contract. The Company does not have the authority to bind The Links or incur any liabilities on behalf of The Links.

Standards of Performance. Company shall perform all services in a professional, workmanlike, and timely manner. All work shall be performed by Company to industry standards or better.

Entire Agreement. This Contract supersedes any and all other agreements, either oral or in writing, between the parties to this Contract with respect to its subject matter, and no other agreement, statement, or promise relating to the subject matter of this Contract that is not contained in it shall be valid or binding.

Assignment. Neither this Contract nor any duties or obligations under this Contract shall be assignable by the Company without the prior written consent of The Links. In the event of an assignment by the Company to which The Links has consented, the assignee or the assignee's legal representative shall agree in writing with The Links to personally assume, perform, and be bound by the covenants, obligations and agreements contained in this Contract.

Successors and Assigns. Subject to the provision regarding assignment, this Contract shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

Attorney's Fees. If any legal action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief that may be available.

Governing Law and Venue. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Florida. Venue for any action related to this Contract and the duties and obligations created hereunder shall be in Alachua County, Florida.

Amendment. This Contract may be amended by the mutual agreement of the contracting parties in writing to be attached to and incorporated into this Contract.

Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but the provision of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

Survival. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Company to have carried insurance or to defend, reimburse, or indemnify The Links shall survive any termination, and if The Links is or becomes involved in any proceeding or litigation arising out of services performed by the Company, such provisions shall apply as if this Agreement were still in effect.

President, The Links at Haile Plantation Condominium Association, Inc. Date

Date

Maintenance Supervisor - Independent Contractor

Exhibit A

1. Perform inspections of the Property at least twice weekly (Monday and Friday) to determine needed maintenance or repairs and provide the Links or Management with reports on needed maintenance or repairs at least bi-weekly. Pick up large limbs or branches and deposit in the Boat Storage Area on Monday and Friday.
2. Maintain the common elements and limited common elements, as defined by the Declaration of Condominium, to the extent that such items are the responsibility of the Client.
3. Clean pool area as needed and at least weekly.
4. Clean and maintain trash cans and dumpster area as needed and at least weekly.
5. Maintain all lighting including exterior lamps on each unit and call Gainesville Regional Utilities to maintain streetlights, as needed.
6. Respond to emergency situations for electric, plumbing, and irrigation, as requested by The Links.
7. Maintain common area signs.
8. Maintain fence around pool and down sidewalk.
9. Minor siding, drywall and roofing repairs as directed by The Links.
10. Oversee landscaping, and other third-party contractors.
11. Maintain the pool and pool chemical balances.
12. Contact outside contractors, as necessary.

The Links Initial _____

The Company Initials _____