# MIRABELLA COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS REGULAR MEETING FEBRUARY 06, 2020

#### MIRABELLA COMMUNITY DEVELOPMENT DISTRICT AGENDA

## FEBRUARY 06, 2020 6:00 p.m. REGULAR MEETING

The Mirabella Clubhouse located at 14306 Romeo Blvd., Wimauma, FL 33598

**District Board of Supervisors** Chairman Demetrius Rose

Vice-ChairmanTroy GoughSupervisorMindy JacobsonSupervisorWinthrop TylerSupervisorKyle Matthews

**District Manager** Meritus Nicole Hicks

**District Attorney** Straley Robin Vericker John Vericker

Vivek Babbar

**District Engineer** Stantec Tonja Stewart

#### All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at 6:00 p.m. Following the Call to Order, the public has the opportunity to comment on posted agenda items during the third section called Public Comments on Agenda Items. Each individual is limited to three (3) minutes for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The meeting will resume after the public hearing with the seventh section called Business Items. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The eighth section is called Consent Agenda. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The ninth section is called Vendor/Staff Reports. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The tenth section is called Supervisor Requests. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's needs. The final section is called Audience Questions, Comments and Discussion Forum. This portion of the agenda is where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

#### February 06, 2020

**Board of Supervisors** 

#### **Mirabella Community Development District**

Dear Board Members:

The Regular Meeting of Mirabella Community Development District will be held on **Thursday, February 06, 2020 at 6:00 p.m.** at the Mirabella Clubhouse located at 14306 Romeo Blvd., Wimauma, FL 33598. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330 Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT ON AGENDA ITEMS
- 3. BUSINESS ITEMS
  - - b. Landscape Maintenance......Page 99

    - d. Pool Canopy Fan & Light Kit.....Page 168
  - B. General Matters of the District
- 4. CONSENT AGENDA
  - A. Consideration of Minutes of the Regular Meeting November 07, 2019. Tab 02

    B. Consideration of Operation and Maintenance Expenditures October 2019. Tab 03

    C. Consideration of Operation and Maintenance Expenditures November 2019. Tab 04

    D. Consideration of Operation and Maintenance Expenditures December 2019. Tab 05

    E. Review of Financial Statements Month Ending December 31, 2019. Tab 06
- 5. VENDOR/STAFF REPORTS
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 7. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM
- 8. ADJORNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Nicole Hicks, District Manager



PROPOSAL PREPARED FOR

Mirabella CDD

11/1/2019



#### **CUSTOMER INFORMATION**

Mirabella CDD

Nicole Hicks

14306 Romeo Blvd Wimauma FL 33598

nicole.hicks@merituscorp.com

Kantech Access Control - On Premise

PRICE QUOTE				
DESCRIPTION	QTY	RATE		TOTAL
Kantech KT400 - 4 Door Network Access Control System	1		\$	12,490.00
Kantech EntraPass Corporate Edition Software	1			
Dell Laptop	1			
Fortinet 30E Firewall	1			
Install Maglock Card Reader and Push to Exit on Pool Gate	1			
Install Door Strike, Card Reader and Store Room Function Door Handle on Men's Restroom Door	1			
Install Door Strike, Card Reader and Store Room Function Door Handle on Women's Restroom Door	1			
APC 550 Battery Back Up	1			
Cards	500			
Sub-Total			\$	12,490.00
Sales Tax		0.00%	\$	-
Total			\$	12,490.00

Price includes sales tax, if applicable. Price includes one year parts warranty and a 30-day labor warranty. Additional labor warranty is available for purchase. Ask your sales representative for more information.

#### **PAYMENT OPTIONS**

#### CASH CONTRACT

50% Deposit with contract. Remaining balance due on day of installation.

We accept cash, check & all major credit cards. Use of a credit card may constitute in a processing fee.

#### FINANCE CONTRACT

MHD Communications offers 36 month, 48 month and 60 month options for financing.

If you are interested in financing your project, please request financing options.

#### ACCEPTANCE OF CONTRACT

The undersigned hereby agrees to purchase the above equipment in accordance with the terms and conditions stated. Until accepted and signed by an officer of seller at its principal office, this agreement shall not become effective and shall not constitute a binding contract. Pricing included on this proposal is valid for thirty days from initial presentation. Unless otherwise stated, this quote does not include surge protection which can help to protect customers from losses due to lightning and other "Acts of God". If you would like a quote for these services, please make a request to your sales representative.

SIGNATURE DATE



#### **CUSTOMER INFORMATION**

Mirabella CDD

Nicole Hicks

14306 Romeo Blvd Wimauma FL 33598

nicole.hicks@merituscorp.com

Open Path Access - Cloud Based

PRICE QUOTE				
DESCRIPTION	QTY	RATE		TOTAL
Open Path - 4 Door Smart Hub - Access Control System	1		\$	7,042.50
Fortinet 30E Firewall	1			
Install Maglock Card Reader and Push to Exit on Pool Gate	1			
Install Door Strike, Card Reader and Store Room Function Door Handle on Men's Restroom Door	1			
Install Door Strike, Card Reader and Store Room Function Door Handle on Women's Restroom Door	1			
APC 550 Battery Back Up	1			
Sub-Total			\$	7,042.50
Sales Tax		0.00%	\$	-
Total			\$	7,042.50

Price includes sales tax, if applicable. Price includes one year parts warranty and a 30-day labor warranty. Additional labor warranty is available for purchase. Ask your sales representative for more information.

#### **PAYMENT OPTIONS**

#### CASH CONTRACT

50% Deposit with contract. Remaining balance due on day of installation.

We accept cash, check & all major credit cards. Use of a credit card may constitute in a processing fee.

#### FINANCE CONTRACT

MHD Communications offers 36 month, 48 month and 60 month options for financing.

If you are interested in financing your project, please request financing options.

#### ACCEPTANCE OF CONTRACT

The undersigned hereby agrees to purchase the above equipment in accordance with the terms and conditions stated. Until accepted and signed by an officer of seller at its principal office, this agreement shall not become effective and shall not constitute a binding contract. Pricing included on this proposal is valid for thirty days from initial presentation. Unless otherwise stated, this quote does not include surge protection which can help to protect customers from losses due to lightning and other "Acts of God". If you would like a quote for these services, please make a request to your sales representative.

SIGNATURE DATE



#### **CUSTOMER INFORMATION**

Mirabella CDD

Nicole Hicks

14306 Romeo Blvd Wimauma FL 33598

nicole.hicks@merituscorp.com

Surveillance

PRICE QUOTE			
DESCRIPTION	QTY	RATE	TOTAL
Hikvision 8 Channel Network Video Recorder (NVR)	1		\$ 5,870.00
Hikvision 8MP Network IP Turret Dome Camera	8		
Installation, Termination and Testing of Cat6 Network Connection to Each Camera	8		
Sub-Total			\$ 5,870.00
Sales Tax		0.00%	\$ -
Total			\$ 5,870.00

Price includes sales tax, if applicable. Price includes one year parts warranty and a 30-day labor warranty. Additional labor warranty is available for purchase. Ask your sales representative for more information.

#### **PAYMENT OPTIONS**

#### CASH CONTRACT

50% Deposit with contract. Remaining balance due on day of installation.

We accept cash, check & all major credit cards. Use of a credit card may constitute in a processing fee.

#### FINANCE CONTRACT

MHD Communications offers 36 month, 48 month and 60 month options for financing.

If you are interested in financing your project, please request financing options.

#### **ACCEPTANCE OF CONTRACT**

The undersigned hereby agrees to purchase the above equipment in accordance with the terms and conditions stated. Until accepted and signed by an officer of seller at its principal office, this agreement shall not become effective and shall not constitute a binding contract. Pricing included on this proposal is valid for thirty days from initial presentation. Unless otherwise stated, this quote does not include surge protection which can help to protect customers from losses due to lightning and other "Acts of God". If you would like a quote for these services, please make a request to your sales representative.

SIGNATURE DATE



Thank you for taking the time to review my proposal. It has been my pleasure to provide you with a solution for your technology needs. If I can answer any additional questions or provide you with more details please give me a call.

MHD takes pride in our solution-oriented business by offering phone systems, wiring, security systems, computer support, and strategic network systems design to fit your office and budget. We hope you have found the solution you are looking for in MHD. We at MHD want to make your business just that much more successful and we are looking forward to assisting you in doing so very soon!

Sincerely,

Brian Zocchi 813-597-8939 Mobile

813-948-0202 Office

www.mhdcommunications.com brian@MHDcommunications.com



## Amenity Center Security Upgrades

#### Mirabella

10629 Massimo D Wimauma, FL USA (813) 397-5120

> 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

Super HD Image quality



Securiteam Super HD 4K technology 10X more Detail competitors' 1080p technology



#### **Improved Night-time images**

Next-Generation Matrix Infra-Red technology uniformly illuminates the scene at night.



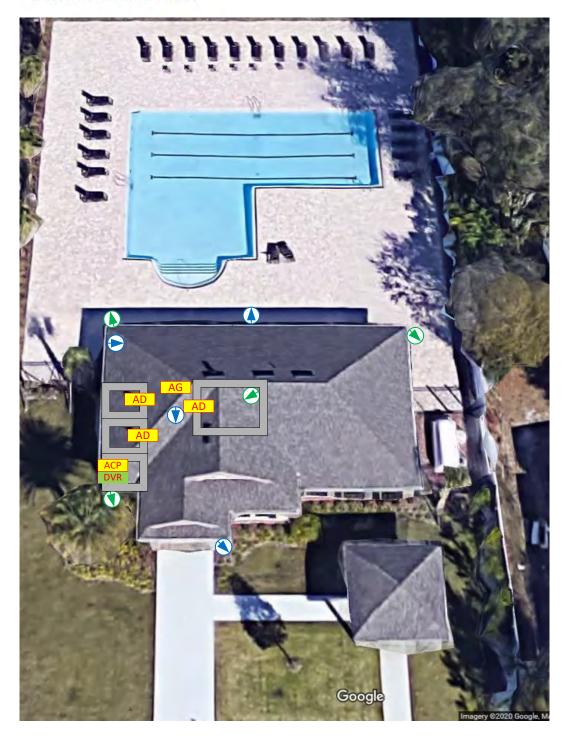


#### The Clearest HD License Plate Capture Day or Night











ACCESS CONTROL SYSTEM

#### **MIRABELLA**

20

2

#### **AMENITY CENTER SECURITY UPGRADES**

1	eMerge Essentials Plus 4-Portal Access Controller
1	Door access power controller
3	Allegion Multi-technology wallswitch reader
1	Allegion Multitechnology Mullion Mount 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
3	Enforcer Electronic Door Strike
1	Outdoor and Direct Burial Rated Security/Fire Cable
1	Outdoor (and direct burial) rated Reader Cable

Area Labor & Equipment Total

\$9,553.00

#### SURVEILLANCE UPGRADES

1" EMT Conduit - 10FT 3/4 PVC Conduit - 10FT

1	Platinum Professional Level 8 Channel HD-TVI DVR
1	1 Terabyte surveillance grade hard drive
1	Manufacturers 3 Year Warranty
8	Platinum Wide Angle 5MP Super HD Turret Camera
1	9 channel power supply with surge protection
8	Universal camera junction box
0.5	CCTV Cable

Area Labor & Equipment Total

\$3,880.00

# ACCES CONTROL CREDENTIALS 280 Allegion Smart Keyfob Technology (estimated 2 per home) \$7.00 each Equipment Total \$1,960.00



#### PROJECT SUMMARY

TOTAL (plus applicable taxes)

\$15,393.00

- Internet Service required for remote access to systems
- 50% down and balance upon substantial completion or
- Lease Options (\$0 down, \$250 document fee, \$1 buyout at the end of term): 36 months @ \$515.67, 48 months @ \$403.30 or 60 months @ \$381.75 (estimated)
- Prices don't include municipal permit fees if applicable.
- Customer to supply: AC power to Securiteam specifications



#### **Product Details**



eMerge Essentials Plus 4-Portal Access ControllereMerge Essential Plus 4D The eMerge Essential Plus 4D

This full-featured, self-contained hardware/software access systems is perfect for commercial, industrial, banking, medical, retail, hospitality, and other businesses where users need to secure their facilities, manage access of personnel, create and analyze reports, and monitor the system remotely from any web browser.



Door access power controller

AL400ULACM 3AMP

The most important part of the access control system, the power controller determins 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 fuctionality in the event of a power outage. 3 amp output. http://altronix.com/library/pdf/data\_sheets/DS\_ACMseries.pdf



Allegion Multi-technology wallswitch reader MT15 Multitech Reader Works with Securiteam Mobile and most industry standard credentials



Allegion Multitechnology Mullion Mount Reader
Schlage multi-technology readers are designed to simplify access control solutions. They
recognize magnetic stripe, proximity, Schlage smart card and NFC-enabled smart devices,
ensuring a seamless transition to high-security smart technology in the future



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-XXXSQ\_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-NUO.pdf



Outdoor and Direct Burial Rated Security/Fire CableDirect Burial 18/4 x 1000 Outdoor and direct burial rated cable listed for fire and security applications



Outdoor (and direct burial) rated Reader CableDB Reader Cable 18/6x1000 18 AWG 6 Conductor Bare Copper, Shielded with Water Block Tape and overall jacket. Material suitable for underground use and indoor trays. (Low voltage industrial process control circuits, Power-Limited circuits, Power-Limited try cable PLTC)



#### Platinum Professional Level 8 Channel HD-TVI DVR

LTD8308K-ET

8 Channel Video Recorder H.265/H.265+

Support HD-TVI / AHD/ ANALOG / CVI / IP input (5 in 1)

1CH-2CH support up to 3MP HD-TVI input

2CH 4MP IP Cameras input

Support Live View, Storage, Playback up to 8 HD-TVI / Analog Cameras + 1 IP Camera

Up to 1080P HDMI Video Output

CVBS Output

2 SATA up to 16 TB HDD each

2 USB 2.0

1080P@30fps with LTS efficient mode on

\*\* 3-year manufacturers warranty \*\*



1 Terabyte surveillance grade hard drive

WD TSD-1000EARS

Enterprise grade drive ptimized for the demanding requirements todays HD Surveillance Systems





#### Manufacturers 3 Year Warranty

LTS P3YRWAR

3-Year Manufacturers Warranty on all Platinum Recorders and Cameras



Platinum Wide Angle 5MP Super HD Turret CameraCMHT1752 -28 5MP HD-TVI

- \* 5MP Ultra Low Light
- 2.8mm Fixed Lens
- 2560x1944@20fps
- 0.008 Lux@F1.2
- IP67



9 channel power supply with surge protectionATK 9 Camera power supply Power Supply Box for CCTV, DC 12V, Fuse, 18 Port; 18 Amp, Indoor Only Professional power supply with 9 surge protected and isolated camera inputs <a href="http://www.ltsecurityinc.com/power-supply-dv-ac2408a-d07.html">http://www.ltsecurityinc.com/power-supply-dv-ac2408a-d07.html</a>



#### Universal camera junction box

Universal Junction Box

Cameras Supported: small turret and bullet cameras, including <a href="http://www.ltsecurityinc.com/more/mounting-bracket.html">http://www.ltsecurityinc.com/more/mounting-bracket.html</a>



#### Allegion Smart Keyfob Technology

9651 Smart Card Key Fob

Beyond access control, Schlage smart credentials deliver safe access to transit, cashless vending, cafeteria point-of-sale and other transactions and applications.



#### 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 aut	horize the work to be done and	accept responsibility for payments due



8920 Erie Lane Parrish, FL 34219

(863) 781-2277 ph

## PROPOSAL

(941) 776-0857 fax

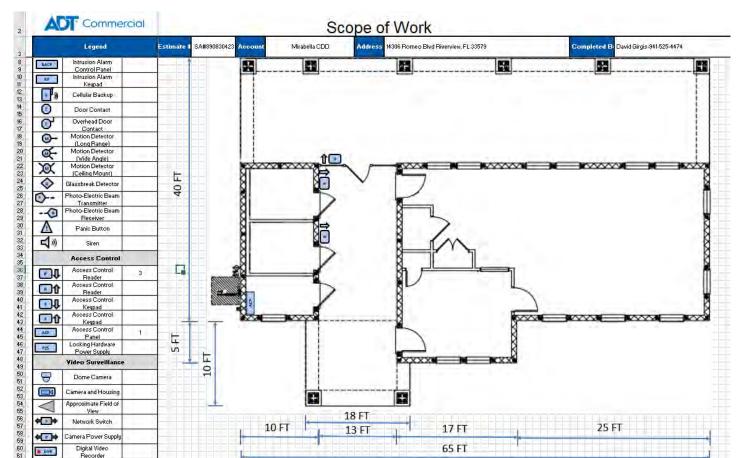
PROPOSAL SUBMITTED TO	DHONE	DATE			
	<u>PHONE</u>	<u>DATE</u>			
Mirabella		11/4/2019			
<u>STREET</u>	JOB NAME				
	Access Control for pool gate and restrooms				
CITY, STATE, ZIP CODE	JOB LOCATIONS Amenity Center				
ARCHITECT	DATE OF PLANS	JOB PHONE			
CJK	<u></u>	<u></u>			
We hereby submit specifications and materials for:					
Dool and an old with more last, and more law and with the					
Pool gate maglock with maglock, card reader, and exit butt					
Bathrooms electronic door strike, card reader, and free exist	t door handle.				
Doorking 1838 access controller with cellular data only.		\$10,875			
200 awid prox cards @ \$10ea sold in lots of 100		\$2,000			
		. ,			
We Propose hereby to furnish material and labor complete in	n accordance with above specificat	tions, for the sum of			
		dollars <b>\$12,875.00</b>			
Payment to be made as follows:					
All material is guaranteed to be as specified. All work to be completed in a	BILLING ADDRESS:				
workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed	Email To:				
only upon written orders, and will become an extra charge over and above the	Fax To:				
estimate. All agreements contingent upon strikes, accidents or delays beyond	NOTE: This proposal may be withdrawn by us if				
our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.					
workers are fully covered by Workmen's Compensation Insurance. Inot accepted within 30 days. Thank you.  Acceptance of Proposal					
The above prices, specifications and conditions are satisfactory and are hereby	Signature				
accepted. You are authorized to do the work as specified.					
Payment will be made as outlined above.	Printed Name				
	Date of Acceptance  Desired Start Date				
	Desired Glart Date				

## MIRABELLA CDD



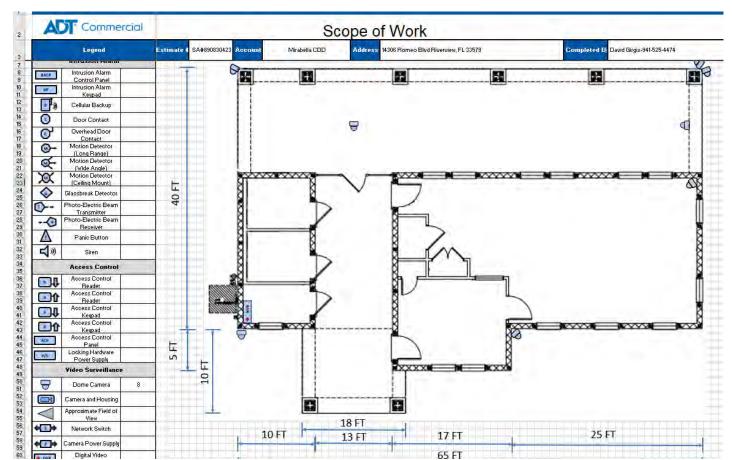


## **ACCESS CONTROL**





## **VIDEO SURVEILLANCE**





## **BRIVO ACCESS CONTROL PANEL**



#### B-ACS6000-E



Brivo Onair ACS6000 Two (2) Reader Ethernet Control Panel (includes chassis enclosure, enclosure lock and WiFi antenna; will accommodate one (1) expansion board) 1 - Internal Power Supply (Does not support power for electronic locks) 1 - Plug-in Transformer 1 - 12v 7.0 Ah Sealed Lead Acid Battery

## SPECO VIDEO SURVEILLANCE



#### **O4VFDM**

## 4MP Dome IP Camera with Junction Box, 2.7-12mm Motorized Lens, White Housing

- Supports up to 4MP
- · Motorized varifocal lens with auto focus
- · Built-in standard PoE (IEEE 802.3af)
- · Adaptive IR LEDs reduce IR saturation
- IR Range: 98' (depending on scene reflection)
- True Day/Night operation (IR cut filter)
- · Micro SD card slot for edge recording (card not included)
- · IP67 compliant, weather resistant
- · IK10 compliant, vandal resistant
- · Junction box included
- UL listed
- · Conformant with ONVIF Profile S



## SPECO VIDEO SURVEILLANCE



#### N16NRP4TB

#### 16 Channel NVR with 16 Built-In PoE Port

#### EZ Wizards - For ease of use and setup

Camera: quickly discover and install all Speco IP cameras Setup: for quick setup of general settings

Network: network setup and port forwarding

Record: quickly setup recording resolutions and recording type Search: quickly search for events from thumbnails

Copy: quickly copy what you are playing onto a USB flash drive

- Real time recording up to 8MP resolution (4K) at 30fps
- H.265 compression Store up to 2x more than H.264!
- · Built-in PoE ports for all channels for easy installation
- · 2 SATA ports for up to 28TB of storage
- 4K HDMI out and VGA monitor output
- Object and line crossing detection and alerts\*
- · Smart Search Specify a region on the camera view and search on changes in that area\*
- · 2-way audio communication
- Free US-based DDNS and P2P services
- · Remote viewing via web browser or your mobile device
- · Easy video exporting via USB
- Up to 28TB storage
- 5 year limited warranty







## Powered by Experience.

- Our people have extensive industry experience
- Prioritize employee development and help them create solid career paths
- Built on the acquisition of strong commercial integrators

## **Driven by Excellence.**

- Measured and held accountable with our daily scorecard
- Empowered to make the right decisions to address customers' needs
- Transparent with our performance

## **Building a leader in commercial security**

2012

2016



Tyco/ADT split

Protection 1 + ADT merge

The ADT Commercial family is one of the largest commercial integrators serving the













.................





























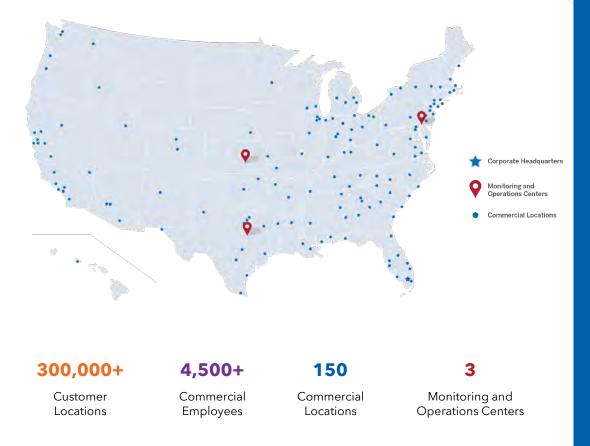




## Who we are



- One of the largest commercial systems integrators
- 100% focused on commercial
- Security, fire, life safety and risk consulting
- Dedicated commercial and National Account monitoring centers
- Dedicated commercial leadership and customer service teams
- 145+ years in business



## Same Day Service is the Standard, Not an Upcharge

Our local managers are service delivery leaders, and every department at ADT believes that you deserve our best response. Within our service radius:

- If service is requested before 10 AM, we will respond the same day. If service is requested after 10 AM we will respond within 24 hours.
- Tech Tracker<sup>™</sup> notifications let you know when and who to expect for your service call.



## **Customers**

ARE OUR TRUE NORTH



We know that our reputation is based on how we serve our customers.

## **Our People**

ARE THE DIFFERENCE



We strive to be the best technicallytrained team in the business.

DEDICATED TO

## **Commercial**



We are 100% focused on our commercial customers.

ONE IDEAL

### **Partner**



We are the premier holistic solutions partner-a full-service national company with nimble local delivery teams.



## What we do



We offer a holistic approach to security, fire, life safety and risk consulting.

- Access control
- Analytics and reporting
- Artificial Intelligence (AI)
- ATM/ITM solutions
- Cloud-based solutions
- Cybersecurity
- eSuite<sup>SM</sup> account management
- Fire and life safety
- Infrastructure as a Service
- Installation, inspections and maintenance
- Integrated solutions
- Intrusion
- Managed services
- Monitoring
- Risk consulting
- Structured cabling
- Video



## Who we serve



Each industry faces its own unique security, fire and life safety challenges—requiring a tailored solution.

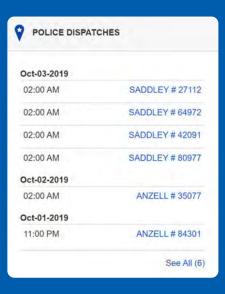
We serve businesses ranging from mid-market organizations to national enterprises.



## **eSuite**



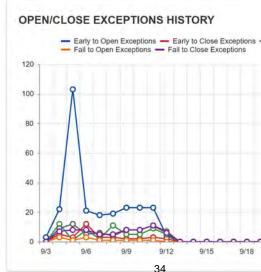
See your location data in a whole new light and streamline the management of your enterprise.



- Data, analytics and account management
- Edit call lists and contact information, and alarm panel codes
- New Bosch & DMP panel integration capabilities
- Request a service call
- See real-time service and installation status
- Run ad-hoc or scheduled reports
- Weather pattern tracking
- Geographic crime trend scores







## Measured and held accountable daily for customer service excellence



Our reputation is based on how we serve our customers.



## Commercial Daily Scorecard



#### MONITORING & CUSTOMER SERVICE



Longest call waiting



Speed to answer



% of calls transferred



Average handle time



Alarm response time



#### FIELD OPERATIONAL PERFORMANCE



Service calls "in standard" %



On-time inspections %



First time fix rate

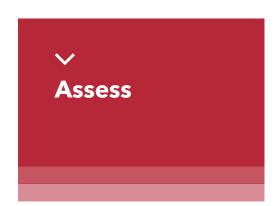


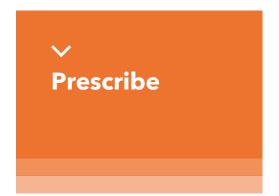
QC scores



National Account delivery

## **Leading technologies**





#### **Product agnostic**

Here are just a few of the products we spec







































# ADT Commercial is the right

choice staff dedicated commercial security professionals with a high level of expertise

# Advanced technologies & services



We are product agnostic and a leading integrator of advanced technologies and services

## THE POWER OF PARTNERSHIP

## **Customer service**



We deliver customer service excellence that includes accurate estimates, timely installations and transparent service costs

## **Questions?**

PLEASE CONTACT DAVID GIRGIS 941-525-4474 dgirgis@adt.com

# THANK YOU!



## COMMERCIAL SCHEDULE OF PROTECTION PROPOSAL AND SALES AGREEMENT



Branch:	6874		Sales Representative:	David Girgis			Today's Date:	1/30/2020	
				Customer	Information				
Business	Name:	Mirabel	la CCD		Phone:	(262)391	-1680		
Address:		14306	Romeo Blvd		Billing Address:	14306 Ro	omeo Blvd		
		WIMAL	JMA, FL 33598			WIMAUN	ИА, FL 33598		
	Financial Summary								

### **Total Equipment and Installation Charge: \$0.00**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$0.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

#### Recurring Service Charges: \$611.98 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

## Licenses and Permit Charge: \$0.00

Cita I coetion Information

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

		Site Location information					
Location Name:	Mirabella CCD						
Address:	14306 F	Romeo Blvd					
	WIMAU	MA, FL 33598					
Site #:	0	Phone: (262)391	-1680				
		System Design Information					
System Design Nan	ne:	Video Surveillance System-\$0 Down Option Quote	Job #:				
Equipment Ownership:		Company Owned	•				
Warranty Period:		90 Days					
Extended Service P	lan:	Included In Rate					
		Services					
Video Surveillance	System	n-\$0 Down Option Quote					
Extended Service P	lan	Extended Service Plan					
		Equipment List	40				

Quantity	Description						
8	4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing						
500	23/4PR CAT6+ CMR 1M RLBX WHT						
5	CONDUIT PVC-1 -40 1 inch 10Ft						
1	8ch. 4K H.265 NVR w/POE, 4 TB						

Equipment & Installation	\$0.00
Monthly Fee	\$235.99

## **Scope Of Work**

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

### Inclusions/Exclusions

System Design Information							
System Design Name:	Access Control System-\$0 Down Option Quote	Job #:					
Equipment Ownership:	Company Owned						
Warranty Period:	90 Days						
Extended Service Plan:	Included In Rate						

### Services

## Access Control System-\$0 Down Option Quote

Brivo Services Brivo Onair Reader Monthly Data Plan: 3

Extended Service Plan Extended Service Plan

Equipment List									
Quantity	tity Description								
1	Brivo OnAir ACS6000 2 Door Ethernet Control Panel (Includes chassis enclosure, Cabinet Lock and Wifi								
1	2 Door Expansion Daughter Board (ACS6000 and ACS6008 Only)								
5	CONDUIT PVC-1 -40 1 inch 10Ft								
3	Prox Point Plus Reader Black								
1	Green Exit Button								
1	12/24V 4Amppower Supply								
250	PROFUSION ACCESS CTRL CABLE PL enum - 22 6 shld 2-18 4 1-18								

Equipment & Installation		\$0.00
Monthly Fee	42	\$375.99

	Scope Of Work
NSTALL 1 BRIVO 6000E CONTROL PANEL	
NSTALL 1 EXPANSION DOOR BOARD	
NSTALL 1 POWER SUPPLY	
NSTALL 2 ELECTRIC STRIKES	
NSTALL 2 GRADE 2 STOREROOM LOCKSETS	
NSTALL 1 MAG LOCK	
NSTALL 1 PUSH TO EXIT BUTTON	
NSTALL 3 CARD READERS	
SET UP BRIVO INTERACTIVE SERVICES	
PROVIDE ACCESS CONTROL CARDS AT THE CO	OST OF \$3 EACH
NSTALL 1 BRIVO 6000E CONTROL PANEL	
NSTALL 1 EXPANSION DOOR BOARD	
NSTALL 1 POWER SUPPLY	
NSTALL 2 ELECTRIC STRIKES	
NSTALL 2 GRADE 2 STOREROOM LOCKSETS	
NSTALL 1 MAG LOCK	
NSTALL 1 PUSH TO EXIT BUTTON	
NSTALL 3 CARD READERS	
SET UP BRIVO INTERACTIVE SERVICES	
PROVIDE ACCESS CONTROL CARDS AT THE CO	OST OF \$3 EACH
	Inclusions/Exclusions

## **Master Terms And Conditions**

- 1. Premises. Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.
- 2. Charges. In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW. If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a

precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. YOU AGREE NOT TO SEND ADT PAYMENTS MARKED PAID IN FULL, "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS 00 E. WATERMAN, WICHITA, KS67202

- 3. Term. The initial term of this Agreement shall be for Sixty (60) months (the "Initial Term"). The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.
- **4. Increases in Charges.** We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.
- **5. Additional Charges.** Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and al taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.
- 6. Installation and Sale. (A) We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. (B) Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: (i) Outright Sale. If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. (ii) ADT Owned Equipment. We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree 40: (a) pay

us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. (iii) Third Party Financed Sale. If you have elected to finance the purchase of some or all of the Equipment with a third party lender or leasing company, then title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. (iv) Conversion of Existing Equipment. If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. (C) Risk of Loss. ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

- 7. Termination of Services; Default. (A) We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. (B) In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.
- 8. Representations and Warranties. You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.
- 9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY

AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

## 10. Indemnity; Limitation of Liability.

- (a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.
- (b) Limitation of Liability for Alarm Failure Events. NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO\$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.
- (c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.
- (d) <u>Consequential Damages</u>. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (e) <u>Survival</u>. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- 11. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or

suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

12. Customer Duties. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

#### 13. Services.

A. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not quarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

(i) Telecommunications. You agree to provide a traditional telephone connection to the Public Switched Telephone Network.

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION. At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

- (ii) Digital Communicator. If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.
- (iii) Radio Interface. If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency

transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

- **B.** Internet Protocol Based Services. If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.
- **C.** <u>Limited Warranty</u>. Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.
- D. Extended Service Plan. Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.
- (i) Extended Warranty. Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.
- E. Cameras/Video. We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.
- F. Radio/Cellular Service. (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could

interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

- **G. Wireless Devices**. You understand that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERUPTION, INTERCEPTION, INTERFERRENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.
- **H.** <u>e-Secure</u>. If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.
- I. <u>Direct Connect Services</u>. If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.
- **J.** <u>Inspections</u>. We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.
- **K.** <u>Alarm Verification</u>. If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.
- L. <u>Device Verification Service</u>. If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.
- M. <u>Vault Protection</u>. You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.
- **N.** <u>eSuite</u>. If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.
- **O.** <u>eVideo</u>. If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.
- 14. Limitations on our Warranty, Extended Service Plan and Service Obligations. We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR AND PARTS. The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the

Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.

- **15. Delays.** We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.
- **16. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.
- **17. Severability.** If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.
- 18. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.
- 19. Legal Actions. All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- **20. Entire Agreement.** This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.
- 21. Execution. This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electionic means

(such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

- 22. Alarm.com If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.
- Alarm.com TERMS IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("Dealer") pursuant to an agreement with the Dealer ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.
- **A1.** Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.
- **A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.
- A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or

Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

- A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.
- **A5.** (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.
- (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COMS NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES. (C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.
- (D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. I YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.
- **A6**. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.
- A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.
- **A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.
- A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED: BY LAW,

ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, ANDEACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

- **A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.
- **A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words"include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- A12. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at www.adt.com/commercial/licenses.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

## **Signatures**

<b>NOTICE:</b> Our charges under this agreement are based on your agreement to receive and pay for the services for a full	Sixty
(60) month term.	•

Customer Authorized Representative	Fillited Name	riue	Date
Customer Authorized Representative	Printed Name	Title	Date
		all not, in any way, invalidate or of	t receive a copy of this Contract signed therwise affect this Contract.
		either signed by an Authorized Ma	
using the protected premise to	store firearms or ammuniti	on and holding a valid federal fireathe alarm verification process by	arms license as a manufacturer,
Florida law requires alarm verifi	cation before ADT can co	ntact a law enforcement agency fo	or alarm dispatch. Customers both

Title

Date

ADT Authorized Manager

Printed Name

Powered by Experience.

Driven by Excellence.™





Proposal prepared for:

## Mirabella CCD

Presented by:

**David Girgis** 

941-525-4474 | 1/30/2020

Sales Agreement ID: 890830423





Thursday, January 30, 2020

### Mirabella CCD

14306 Romeo Blvd WIMAUMA, FL 33598

Thank you for allowing us the opportunity to provide you with a proposal for your security system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

## **David Girgis**

941-525-4474 / dgirgis@adt.com



## COMMERCIAL SCHEDULE OF PROTECTION PROPOSAL AND SALES AGREEMENT



Branch:	6874		Sales Representative:	David Girgis			Today's Date:	1/30/2020
				Customer	Information			
Business	Name:	Mirabel	la CCD		Phone:	(262)391	-1680	
Address:		14306 Romeo Blvd		Billing Address:	14306 Romeo Blvd			
		WIMAU	IMA, FL 33598			WIMAUN	MA, FL 33598	
	Financial Summary							

## **Total Equipment and Installation Charge: \$5,811.87**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$5,811.87 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

#### Recurring Service Charges: \$388.10 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

## Licenses and Permit Charge: \$0.00

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

		Site Location Inf	formation				
Location Name:	Mirabella CCD						
Address:	14306 F	Romeo Blvd					
	  WIMAU	MA, FL 33598					
Site #:	0		Phone:	(262)39	1-1680		
		System Design Ir	nformation				
System Design Name:		Video Surveillance System-ADT Owned Option Quote			Job #:		
Equipment Ownersh	nip:	Company Owned					
Warranty Period:		90 Days					
Extended Service P	lan:	Included In Rate					
		Service:	s				
Video Surveillance	System	n-ADT Owned Option Quote					
Extended Service Plan Extended Service Plan							
		Equipment	List				

Quantity	Material Code	Description	
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft	
500	50922101	23/4PR CAT6+ CMR 1M RLBX WHT	
1 N8NRP4TB 8ch. 4K H.265 NVR w/POE, 4 TB		8ch. 4K H.265 NVR w/POE, 4 TB	
8 O4VFDM 4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing			

Equipment & Installation	\$2,349.87
Monthly Fee	\$148.35

## **Scope Of Work**

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

## Inclusions/Exclusions

System Design Information					
System Design Name:	Access Control System-Adt Owned Option Quote	Job #:			
Equipment Ownership:	Company Owned				
Warranty Period:	90 Days				
Extended Service Plan:	Included In Rate				

### **Services**

## **Access Control System-Adt Owned Option Quote**

Brivo Services Brivo Onair Reader Monthly Data Plan: 3

Extended Service Plan Extended Service Plan

Equipment List				
Quantity	Material Code	Description		
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft		
1	TS-21G	Green Exit Button		
1	AL400UL	12/24V 4Amppower Supply		
3	3 6005BKB00 Prox Point Plus Reader Black			
1	B-ACS6000-DB	-ACS6000-DB 2 Door Expansion Daughter Board (ACS6000 and ACS6008 Only)		
250	WG-31951099	PROFUSION ACCESS CTRL CABLE PL enum - 22 6 shld 2-18 4 1-18		
1	B-ACS6000-E	Brivo OnAir ACS6000 2 Door Ethernet Control Panel (Includes chassis enclosure, Cabinet Lock and Wifi		

Equipment & Installation	\$3,462.00
Monthly Fee	59 \$239.75

	Scope Of Work
NSTALL 1 BRIVO 6000E CONTROL PANEL	
NSTALL 1 EXPANSION DOOR BOARD	
NSTALL 1 POWER SUPPLY	
NSTALL 2 ELECTRIC STRIKES	
NSTALL 2 GRADE 2 STOREROOM LOCKSETS	
NSTALL 1 MAG LOCK	
NSTALL 1 PUSH TO EXIT BUTTON	
NSTALL 3 CARD READERS	
SET UP BRIVO INTERACTIVE SERVICES	
PROVIDE ACCESS CONTROL CARDS AT THE C	OST OF \$3 EACH
NSTALL 1 BRIVO 6000E CONTROL PANEL	
NSTALL 1 EXPANSION DOOR BOARD	
NSTALL 1 POWER SUPPLY	
NSTALL 2 ELECTRIC STRIKES	
NSTALL 2 GRADE 2 STOREROOM LOCKSETS	
NSTALL 1 MAG LOCK	
NSTALL 1 PUSH TO EXIT BUTTON	
NSTALL 3 CARD READERS	
SET UP BRIVO INTERACTIVE SERVICES	
PROVIDE ACCESS CONTROL CARDS AT THE C	OST OF \$3 EACH
	Inclusions/Exclusions

## **Master Terms And Conditions**

- 1. Premises. Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.
- 2. Charges. In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW. If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a

precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. YOU AGREE NOT TO SEND ADT PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS 00 E. WATERMAN, WICHITA, KS67202

- 3. Term. The initial term of this Agreement shall be for Sixty (60) months (the "Initial Term"). The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.
- **4. Increases in Charges.** We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.
- 5. Additional Charges. Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and al taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.
- 6. Installation and Sale. (A) We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. (B) Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: (i) Outright Sale. If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. (ii) ADT Owned Equipment. We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agreeto: (a) pay

us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. (iii) Third Party Financed Sale. If you have elected to finance the purchase of some or all of the Equipment with a third party lender or leasing company, then title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. (iv) Conversion of Existing Equipment. If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. (C) Risk of Loss. ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

- 7. Termination of Services; Default. (A) We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. (B) In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.
- 8. Representations and Warranties. You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.
- 9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR®LIABILITY

AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

## 10. Indemnity; Limitation of Liability.

- (a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.
- (b) Limitation of Liability for Alarm Failure Events. NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO\$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.
- (c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.
- (d) <u>Consequential Damages</u>. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (e) <u>Survival</u>. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- 11. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or

suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

12. Customer Duties. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

#### 13. Services.

A. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not quarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

(i) Telecommunications. You agree to provide a traditional telephone connection to the Public Switched Telephone Network.

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION. At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

- (ii) Digital Communicator. If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.
- (iii) Radio Interface. If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency

transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

- **B.** Internet Protocol Based Services. If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.
- **C.** <u>Limited Warranty</u></u>. Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.
- D. Extended Service Plan. Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.
- (i) Extended Warranty. Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.
- E. Cameras/Video. We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.
- **F. <u>Radio/Cellular Service</u>**. (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, at the property of the propert

interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

- **G. Wireless Devices**. You understand that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERUPTION, INTERCEPTION, INTERFERRENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.
- **H. e-Secure**. If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.
- I. <u>Direct Connect Services</u>. If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.
- **J.** <u>Inspections</u>. We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.
- **K.** <u>Alarm Verification</u>. If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.
- L. <u>Device Verification Service</u>. If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.
- M. <u>Vault Protection</u>. You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.
- **N.** <u>eSuite</u>. If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.
- **O.** <u>eVideo</u>. If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.
- 14. Limitations on our Warranty, Extended Service Plan and Service Obligations. We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR AND PARTS. The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, onlight the

Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.

- **15. Delays.** We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.
- **16. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.
- **17. Severability.** If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.
- 18. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.
- 19. Legal Actions. All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- **20. Entire Agreement.** This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.
- 21. Execution. This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means

(such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

- 22. Alarm.com If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.
- Alarm.com TERMS IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("Dealer") pursuant to an agreement with the Dealer ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.
- A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.
- **A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.
- A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or

Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

- A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.
- **A5.** (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.
- (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COMS NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES. (C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.
- (D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. I YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.
- **A6**. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.
- A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.
- **A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.
- A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW,

ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, ANDEACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

- **A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.
- **A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words"include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- A12. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at <a href="https://www.adt.com/commercial/licenses">www.adt.com/commercial/licenses</a>.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

## Signatures

**NOTICE:** Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

ADT Representative	Printed Name	Title	Date
Customer Authorized Representative	Printed Name	Title	Date
installation of equipment or prov	vision of services to you.	il either signed by an Authorized Ma You acknowledge that you may not hall not, in any way, invalidate or oth	receive a copy of this Contract signed
using the protected premise to s	store firearms or ammuni	ontact a law enforcement agency for tion and holding a valid federal firea f the alarm verification process by c	rms license as a manufacturer,
OTHERWISE PROVIDED HER	EIN, YOU AGREE TO P	AY US THE END OF THE THEN-CU AY US THE SERVICE CHARGES T THE AGREEMENT BUT FOR THE	THAT WOULD HAVE BEEN

Title

Date

ADT Authorized Manager

Printed Name

Powered by Experience.

Driven by Excellence.™





Proposal prepared for:

## Mirabella CCD

Presented by:

**David Girgis** 

941-525-4474 | 1/30/2020

Sales Agreement ID: 890830423





Thursday, January 30, 2020

#### Mirabella CCD

14306 Romeo Blvd WIMAUMA, FL 33598

Thank you for allowing us the opportunity to provide you with a proposal for your security system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

#### **David Girgis**

941-525-4474 / dgirgis@adt.com



#### COMMERCIAL SCHEDULE OF PROTECTION PROPOSAL AND SALES AGREEMENT



Branch:	6874		Sales Representative:	David Girgis			Today's Date:	1/30/2020
				Customer	Information			
Business	Name:	Mirabel	la CCD		Phone:	(262)391	-1680	
Address:		14306 F	Romeo Blvd		Billing Address:	14306 Ro	omeo Blvd	
		WIMAU	IMA, FL 33598			WIMAUN	MA, FL 33598	
	Financial Summary							

#### Total Equipment and Installation Charge: \$16,037.31

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$16,037.31 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

#### Recurring Service Charges: \$139.98 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

#### Licenses and Permit Charge: \$0.00

Cita I coetion Information

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

		Site Location inio	IIIIatioii				
Location Name:	Mirabe	Mirabella CCD					
Address:	14306 I	14306 Romeo Blvd					
	WIMAL	IMA, FL 33598					
Site #:	0	P	hone:	(262)391-1680			
		System Design Info	ormation				
System Design Name:		Access Control System-Purchase Option	Quote	Job #:			
Equipment Ownership:		Outright Sale					
Warranty Period:		90 Days					
Extended Service Plan:		Included In Rate					
		Services					
Access Control S	System-P	urchase Option Quote					
Brivo Services		Brivo Onair Reader Monthly Data Plan: 3					
Extended Service Plan		Extended Service Plan					
					74		

	Equipment List					
Quantity Material Code Description						
1	B-ACS6000-E	Brivo OnAir ACS6000 2 Door Ethernet Control Panel (Includes chassis enclosure, Cabinet Lock and Wifi				
1	B-ACS6000-DB	2 Door Expansion Daughter Board (ACS6000 and ACS6008 Only)				
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft				
3	6005BKB00	Prox Point Plus Reader Black				
1	TS-21G	Green Exit Button				
1	AL400UL	12/24V 4Amppower Supply				
250	WG-31951099	PROFUSION ACCESS CTRL CABLE PL enum - 22 6 shld 2-18 4 1-18				

Equipment & Installation	\$9,890.21
Monthly Fee	\$89.99

INSTALL 1 BRIVO 6000E CONTROL PANEL

**INSTALL 1 EXPANSION DOOR BOARD** 

**INSTALL 1 POWER SUPPLY** 

**INSTALL 2 ELECTRIC STRIKES** 

**INSTALL 2 GRADE 2 STOREROOM LOCKSETS** 

**INSTALL 1 MAG LOCK** 

**INSTALL 1 PUSH TO EXIT BUTTON** 

**INSTALL 3 CARD READERS** 

SET UP BRIVO INTERACTIVE SERVICES

#### PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

INSTALL 1 BRIVO 6000E CONTROL PANEL

**INSTALL 1 EXPANSION DOOR BOARD** 

**INSTALL 1 POWER SUPPLY** 

**INSTALL 2 ELECTRIC STRIKES** 

**INSTALL 2 GRADE 2 STOREROOM LOCKSETS** 

INSTALL 1 MAG LOCK

**INSTALL 1 PUSH TO EXIT BUTTON** 

**INSTALL 3 CARD READERS** 

SET UP BRIVO INTERACTIVE SERVICES

#### PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

#### Inclusions/Exclusions

System Design Information						
System Design Name:	Video Surveillance System-Purchase Option Quote	Job #:				
Equipment Ownership:	Outright Sale					
Warranty Period:	90 Days					
Extended Service Plan:	Included In Rate					

#### **Services**

#### Video Surveillance System-Purchase Option Quote

Extended Service Plan Extended Service Plan

	Equipment List					
Quantity Material Code		Description				
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft				
500 50922101 23/4PR CAT6+ CMR 1M RLBX WHT		23/4PR CAT6+ CMR 1M RLBX WHT				
8 O4VFDM 4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing						
1	N8NRP4TB	8ch. 4K H.265 NVR w/POE, 4 TB				

Equipment & Installation	\$6,147.10
Monthly Fee	\$49.99

#### **Scope Of Work**

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

Inclusions/Exclusions
SET UP REMOTE VIEW
CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA
CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA
CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA
CAMERA#5-MAILBOX AREA VIEW
CAMERA#4-POOL FENCE ENTRY VIEW
CAMERA#3-GATE ENTRY HALL VIEW
CAMERA#2-FOYER SEATING VIEW
CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW
8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS
1-SPECO 8 CHANNEL 4TB NVR
SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

#### **Master Terms And Conditions**

- 1. Premises. Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.
- 2. Charges. In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW. If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. YOU AGREE NOT TO SEND ADT PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS\$00 E. WATERMAN, WICHITA, KS67202
- 3. Term. The initial term of this Agreement shall be for Sixty (60) months (the "Initial Term"). The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such

individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

- **4. Increases in Charges.** We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.
- **5. Additional Charges.** Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and al taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.
- 6. Installation and Sale. (A) We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. (B) Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: (i) Outright Sale. If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. (ii) ADT Owned Equipment. We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. (iii) Third Party Financed Sale. If you have elected to finance the purchase of some or all of the Equipment with a third party lender or leasing company, then title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. (iv) Conversion of Existing Equipment. If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. (C) Risk of Loss. ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment

from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

- 7. Termination of Services; Default. (A) We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. (B) In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.
- **8. Representations and Warranties**. You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.
- 9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS: AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

#### 10. Indemnity; Limitation of Liability.

(a) <u>Indemnity</u>. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise

out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.

- (b) Limitation of Liability for Alarm Failure Events. NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO\$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.
- (c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.
- (d) <u>Consequential Damages</u>. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (e) <u>Survival</u>. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- 11. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- 12. Customer Duties. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE®BTAINED,

## AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

#### 13. Services.

A. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not quarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

- (i) Telecommunications. You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such
- connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION. At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.
- (ii) Digital Communicator. If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.
- (iii) Radio Interface. If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.
- **B.** Internet Protocol Based Services. If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.
- **C.** <u>Limited Warranty</u>. Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for

your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

- **D.** Extended Service Plan. Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.
- (i) Extended Warranty. Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.
- E. Cameras/Video. We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.
- F. Radio/Cellular Service. (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.
- **G. Wireless Devices.** You understand that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERUPTION, INTERCEPTION, INTERFERRENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for

all equipment, including all wireless devices.

- **H. e-Secure**. If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.
- **I. Direct Connect Services.** If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.
- **J.** <u>Inspections</u>. We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.
- **K.** <u>Alarm Verification</u>. If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.
- L. <u>Device Verification Service</u>. If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.
- M. <u>Vault Protection</u>. You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.
- **N.** <u>eSuite</u>. If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.
- **O.** <u>eVideo</u>. If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.
- 14. Limitations on our Warranty, Extended Service Plan and Service Obligations. We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR AND PARTS. The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.
- **15. Delays.** We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any

other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

- **16. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.
- 17. Severability. If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.
- 18. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.
- 19. Legal Actions. All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.
- **20. Entire Agreement.** This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.
- **21. Execution.** This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means (such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.
- 22. Alarm.com If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile

Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Alarm.com TERMS IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("Dealer") pursuant to an agreement with the Dealer ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

- **A1.** Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.
- **A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.
- A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then vou understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM

- **A5.** (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.
- (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COMS NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COMS LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES. (C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.
- (D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. I YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.
- **A6**. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.
- A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.
- **A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.
- **A9.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, ANDEACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.
- **A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.
- A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words"include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at <a href="https://www.adt.com/commercial/licenses">www.adt.com/commercial/licenses</a>.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

#### **Signatures**

**NOTICE:** Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS

OTHERWISE PROVIDED HERE PAYABLE BY YOU FOR THE R	EIN, YOU AGREE TO F REMAINING TERM OF	PAY US THE SERVICE CHARGES THE THE AGREEMENT BUT FOR THE E	HAT WOULD HAVE BEEN ARLY TERMINATION HEREOF.
using the protected premise to st	tore firearms or ammun	ontact a law enforcement agency for a ition and holding a valid federal firearn of the alarm verification process by co	ns license as a manufacturer,
installation of equipment or provi	sion of services to you.	til either signed by an Authorized Mana You acknowledge that you may not re shall not, in any way, invalidate or othe	eceive a copy of this Contract signed
Customer Authorized Personntation	Drinted Name	Titlo	Data
Customer Authorized Representative  ADT Representative	Printed Name  Printed Name	Title  Title	Date  Date
·			

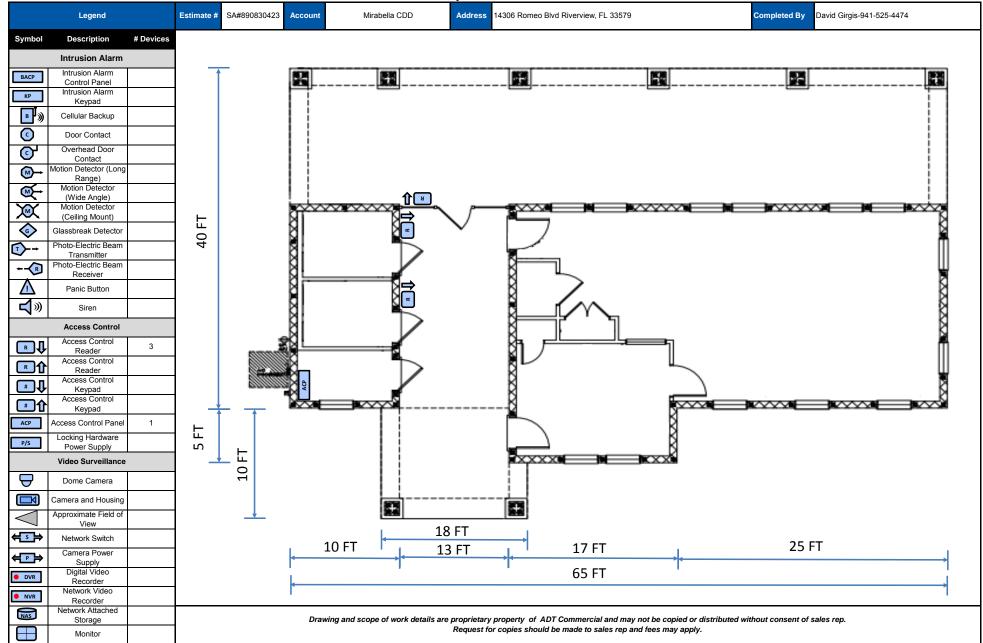
Title

Date

ADT Authorized Manager

Printed Name





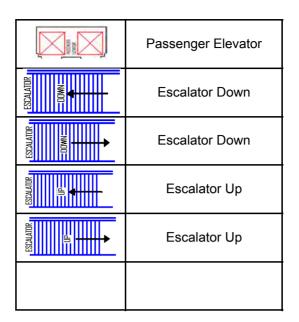


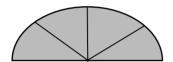
	Legend		Estimate #	Account		Address		Completed By	David Girgis-941-525-4474
Symbol	Description	# Devices					•		
	Intrusion Alarm								
ВАСР	Intrusion Alarm Control Panel								
КР	Intrusion Alarm								
B )))	Keypad Cellular Backup								
<u> </u>	Door Contact								
<u>O</u>	Overhead Door Contact								
<u> </u>	Motion Detector (Long Range)								
<b>∞</b>	Motion Detector								
X	(Wide Angle) Motion Detector								
6	(Ceiling Mount)  Glassbreak Detector								
<b>1</b> →	Photo-Electric Beam								
→(R)	Transmitter Photo-Electric Beam								
$\Lambda$	Receiver Panic Button								
<b>一</b>	Siren								
	Access Control								
RU	Access Control Reader								
R	Access Control Reader								
###	Access Control Keypad								
# <u></u>	Access Control Keypad								
ACP	Access Control Panel								
P/S	Locking Hardware Power Supply								
	Video Surveillance								
$\Box$	Dome Camera								
	Camera and Housing								
	Approximate Field of View								
<b>←S→</b>	Network Switch								
<del>←₽⇒</del>	Camera Power Supply								
DVR	Digital Video Recorder								
● NVR	Network Video Recorder								
NAS	Network Attached Storage			Di	rawing and scope of work details a	re propriet	tary property of Protection 1 and may not be copied or distributed witho	ut consent of sale	es rep.
	Monitor				•	Request f	or copies should be made to sales rep and fees may apply.		



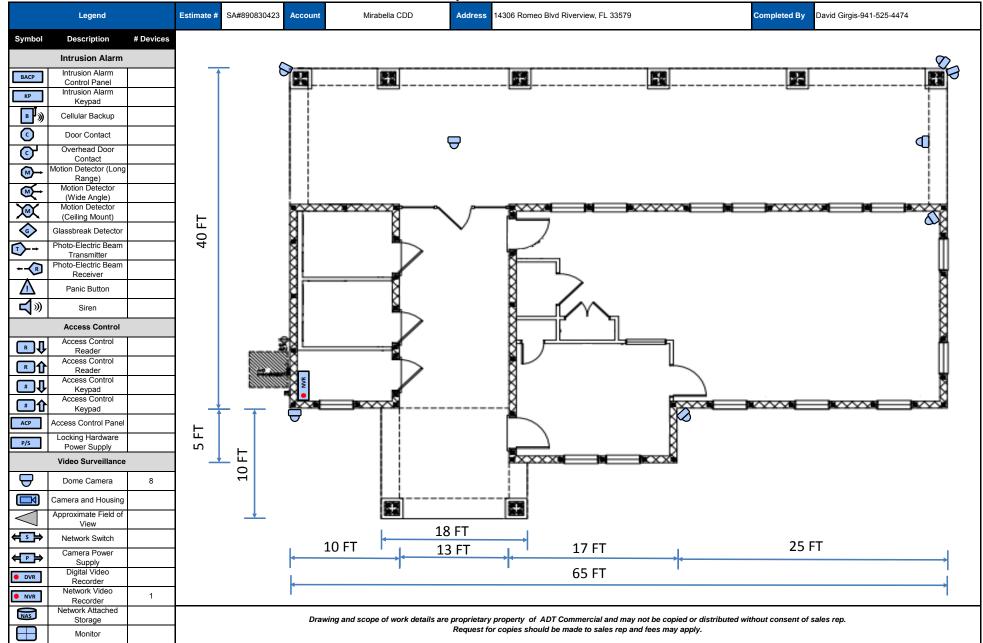
	Legend		Estimate #	Account		Address		Completed By	David Girgis-941-525-4474
Symbol	Description	# Devices	_						
	Intrusion Alarm								
ВАСР	Intrusion Alarm								
КР	Control Panel Intrusion Alarm								
	Keypad								
B <sup>1</sup> ®	Cellular Backup								
0	Door Contact Overhead Door								
<u>O</u>	Contact								
M	Motion Detector (Long Range)								
M	Motion Detector (Wide Angle)								
M	Motion Detector (Ceiling Mount)								
<b>G</b>	Glassbreak Detector								
<b>1</b> →	Photo-Electric Beam Transmitter(PE)								
←(R)	Photo-Electric Beam Receiver (PE)								
$\Lambda$	Panic Button								
<u></u>	Siren								
10	Access Control								
R	A O t t								
	Access Control								
	Reader Access Control								
# 1	Keypad Access Control								
<b>#</b>	Keypad						V.		
АСР	Access Control Panel								
P/S	Locking Hardware Power Supply								
	Video Surveillance								
lacksquare	Dome Camera								
	Camera and Housing								
	Approximate Field of View								
<b>←5→</b>	Network Switch								
<b>←₽</b> ⇒	Camera Power Supply								
• DVR	Digital Video								
• NVR	Recorder Network Video								
NAS	Recorder Network Attached								
	Storage			Dra	awing and scope of work details ar	re proprieta Request fo	ry property of Protection 1 and may not be copied or distributed without r copies should be made to sales rep and fees may apply.	ut consent of sa	les rep.
	Monitor								

W — W	Window
	Double Doors
EE	Emergency Exit
	Single Man Door (s)
Od	Overhead Doors
STARRS	Stairs









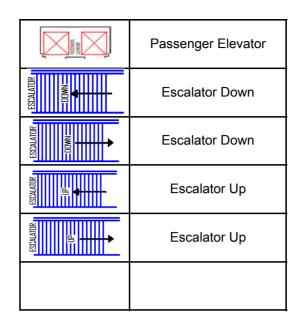


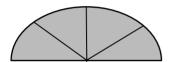
	Legend		Estimate #	Account		Address		Completed By	David Girgis-941-525-4474
Symbol	Description	# Devices	•						
	Intrusion Alarm								
ВАСР	Intrusion Alarm Control Panel								
КР	Intrusion Alarm Keypad								
B )))	Cellular Backup								
<u> </u>	Door Contact								
<u></u>	Overhead Door Contact								
<b>M</b> →	Motion Detector (Long Range)								
<b>₩</b>	Motion Detector (Wide Angle)								
XX	Motion Detector (Ceiling Mount)								
6	Glassbreak Detector								
1	Photo-Electric Beam Transmitter								
<b>←</b>	Photo-Electric Beam Receiver								
$\Lambda$	Panic Button								
<b>4</b> ®	Siren								
	Access Control								
₽↓	Access Control Reader								
RÛ	Access Control Reader								
#1	Access Control Keypad								
<b>#</b> 1	Access Control								
АСР	Access Control Panel								
P/S	Locking Hardware Power Supply								
	Video Surveillance								
$\Box$	Dome Camera								
	Camera and Housing								
	Approximate Field of View								
<b>€□</b>	Network Switch								
<del>&lt;□&gt;</del>	Camera Power Supply								
• DVR	Digital Video Recorder								
• NVR	Network Video Recorder								
NAS	Network Attached Storage			Di	rawing and scope of work details a		ary property of Protection 1 and may not be copied or distributed withou	ıt consent of sale	es rep.
	Monitor					Request f	or copies should be made to sales rep and fees may apply.		



	Legend		Estimate #	Account	Address			Completed By	David Girgis-941-525-4474
Symbol	Description	# Devices							
	Intrusion Alarm								
ВАСР	Intrusion Alarm Control Panel								
КР	Intrusion Alarm Keypad								
B )))	Cellular Backup								
<u> </u>	Door Contact								
© J	Overhead Door Contact								
	Motion Detector (Long Range)								
<b>M</b>	Motion Detector (Wide Angle)								
M	Motion Detector (Ceiling Mount)								
	Glassbreak Detector								
	Photo-Electric Beam Transmitter(PE)								
	Photo-Electric Beam Receiver (PE)								
$\Lambda$	Panic Button								
<b>4</b> ®	Siren								
,	Access Control								
RU	Access Control Reader								
R	Access Control Reader								
###	Access Control Keypad								
<b>#</b> ①	Access Control Keypad					N.			
	Access Control Panel					,			
P/S	Locking Hardware Power Supply								
	Video Surveillance								
$\Box$	Dome Camera								
	Camera and Housing								
	Approximate Field of View								
₩5	Network Switch								
<b>←₽⇒</b>	Camera Power Supply								
• DVR	Digital Video Recorder								
NVR	Network Video Recorder								
NAS	Network Attached Storage			Dra	wing and scope of work details are propriet	ary property of Protection 1 and may not be copie	ed or distributed with	out consent of sa	ales rep.
	Monitor				Request	or copies should be made to sales rep and fees ma	ny apply.		

W — W	Window		
	Double Doors		
EE	Emergency Exit		
	Single Man Door (s)		
Od	Overhead Doors		
STARS	Stairs		







Proposal

Date	Number
2/4/2020	14537

Lic. #HCLOC14006

Mirabella c/o Meritus 2005 Pan Am Circle Suite 120 Tampa, FL 33607

**Rep** CW

PO Number Payment To			rms			
	50/50					
Descriptio	n	Qty	Rate	Total		
Required: There must be an on site computer that Specifications can be found here: https://www.paxton-access.com/systems/net2/acc patibility-and-support/ If needed we can assist in the Optional: For off-site access a Static IP will need to through your ISP along with a active Internet connyou can perform all functions without being at the troubleshooting which can reduce response time to Paxton Net2 2-Door Setup Kit / Includes:  1x Desktop enrollment reader 1x Professional software license 1x Box of 10 ISO cards 1x Box of 10 fobs 2x Single Door Controller Unit w/ Integrated PSU 2x Mullion Reader	ress-control-software/net2-software-comme finding of an appropriate computer.  o be issued/provided/purchased ection. By having off-site remote access location. This also allows for remote	1	1,485.00	1,485.00		
Paxton Net2 Fob (Sold 10-p/bx)			40.00	,		
Initial key fob buy-in discountGN BLSP 12V 7AH Battery (Sealed)		2	-136.00 24.66			
Locknetics 600-lbs Weatherized Mag Lock - Stain	less Steel	1	296.00	296.00		

By signing below you agree to all our standard terms & conditions.

Terms & conditions are available on the back of your mailed proposal or at http://www.brandonlock.com/terms

Authorized Signature	 Subtotal		
Print Name	Date:	Sales Tax (8.5%)	
	Date.	 Total	

NOTE: If job is cancelled, all material is subject to a 15% re-stock fee plus shipping. Special order & non-stocked material is noncancellable & will be charged full price.

This proposal may be withdrawn if not accepted within 30 days97



**Proposal** 

# Date Number 2/4/2020 14537

Lic. #HCLOC14006

Mirabella c/o Meritus 2005 Pan Am Circle Suite 120 Tampa, FL 33607

**Rep** CW

PO Number	Payment Ter	rms		
	50/50			
Description	1	Qty	Rate	Total
Locknetics TouchSense Illuminated Timer-Integral Overhead Door Contact - 2-3/8" Gap Consumables Locinox Tiger - Slim Line Hydraulic Gate Closer & Locknetics CS Series Electric Strike - Satin Stainle Marks Grade 2 - Storeroom Function Leverset - 26 Altronix Plug-In Transformer - 24VAC/50VA Labor To: Install all above listed hardware, and provide On-S proper operation. Install Tiger gate closer on gate for proper closing/	Hinge Kit - Black ess Steel SD ite training to one individual. Test for	1 1 1 1 1 2 1	100.00 31.14 85.00 366.81 136.00 165.00 22.42 1,120.00	85.00 366.81 136.00 165.00 44.84

By signing below you agree to all our standard terms & conditions.

Terms & conditions are available on the back of your mailed proposal or at http://www.brandonlock.com/terms

Authorized Signature		Subtotal	\$5,211.11
Print Name	Date:	Sales Tax (8.5%)	\$0.00
All material is guaranteed to be as specified.		Total	\$5,211.11

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving additional costs will be executed only upon written orders, and will become an additional charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

NOTE: If job is cancelled, all material is subject to a 15% re-stock fee plus shipping. Special order & non-stocked material is noncancellable & will be charged full price.

This proposal may be withdrawn if not accepted within 30 days98

# CARSON'S LAWN & LANDSCAPING SERVICES LLC

A LANDSCAPE CONTRACTING COMPANY

#### Mirabella

This contract is an agreement between Mirabella C/O Cindy Howard, located at, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, hereinafter referred to as "Owners", and Carson's Lawn and Landscaping Services LLC, located at 10111 Kenlake Drive, Riverview, FL 33578, hereinafter referred to as "Contractor". A description of the property to be maintained is attached and is part of this agreement

By this agreement the contractor agrees to provide the services detailed in the attached specifications, and the Owner agrees to pay the charges specified herein. Both parties shall abide by all provisions of the specifications.

#### **GENERAL CONDITIONS:**

It is agreed by both parties that the work performed under this Contract will be done on a routine schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week of the Contract (Monday through Friday) unless otherwise stipulated.

All work shall be performed professionally in accordance with generally accepted horticultural principle. Any changes in the specs or adding of landscape materials will result in the re-negotiation of this agreement within the next full month of service.

#### Mirabella

#### **MOWING:**

- 1) St. Augustine will be mowed 41 times per year, April through October weekly, November through March twice a month.
- 2) Bahia Turf Will be mowed 36 times per year
- 3) All walkways, porches, parking areas, & curbs will be blown clean of any debris created from service following each mowing.

#### **EDGING:**

1) All curbs, parking area and sidewalks will be edged in conjunction with mowing schedule. Planting area will be edged on a bi-weekly basis in growing season and at least once per month November through March.

#### TRIMMING:

1) Walls, posts, signs, valve boxes, transformers, utility boxes and other above ground appurtenances shall be trimmed in conjunction with mowing schedule even with mowed grass. Trimming and edging will be accomplished without damaging any trees, shrubs or sprinklers.

#### ORNAMENTAL AND TREE TRIMMING:

- 1) Ornamental plants: Will be pruned as needed to maintain a 2' clearance from all building sides and other structures, a 2' clearance from all roof caves, and to maintain a neat uniform appearance at all times.
- 2) Hardwood trees: All tree branches will be kept pruned from ground up to 7' for proper walking clearance at all times.
- 3) Palm Trees: Will be pruned as needed up to 15' ft. ct.

#### **WEEDING:**

All tree rings and ornamental plant beds will be continuously controlled of weeds and grass encroachment.

#### **ANNUALS:**

4" annuals can be provided and be kept colorful and healthy at all times in designate annual beds.

#### **Annual Specifications:**

- 1) All plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- 2) All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
- 3) A granular time-released fertilizer and a granular systemic fungicide will be added to the bedding soil at the time of installation.
- 4) Follow-up application of fertilizer, fungicide and insecticide are provided as needed.

#### **Warranty:**

Any bedding plant that dies due to insect damage or soil born disease will be replaced under warranty that were installed by Carson's Lawn & Landscaping Services LLC. Exclusions to this warranty would be acrial disease, freeze, theft, vandalism, or irrigation related problems, unless an irrigation maintenance agreement is made a part of the landscape maintenance contract and/or the recommended irrigation repairs are authorized and completed. In addition, the owner must follow recommendations for periodic planting soil replacement.

#### **IRRIGATION:**

To be inspected once per month. The inspection procedure will be:

- 1) Operate clock manually to activate each zone. While station is on:
  - a) Observe zone for clogged heads, adjustments, repairs or replacements.
  - b) Adjust components needed for proper operation.
  - c) Check and adjust time, date and automatic functions of the clock. Set proper time, date, and automatic functions.

All repairs or replacement of, irrigation components required as a result of Carson's Lawn & Landscaping Service LLC, maintenance procedures will be performed as part of the service agreement. All repairs or replacement of irrigation components requires as a result of any other occurrences such a vandalism, owners quest or contractors activities, act of God, abnormal use of irrigation, normal wear and defective materials, workmanship or design are not included in this service agreement and will be made as an added expense to the association (time and material)

#### PEST CONTROL/FERTILIZATION:

**Turfgrass Fertilization**: All St. Augustine turf area will be fertilized six times per year. All Bahia turf area will be fertilized two times per year. Pond embankments will not be fertilized. Treatments will include a high quality fertilizer and/or a micro nutrient/iron supplement. Fertilizer rate are adjusted according to turf health, maturity, & desire growth patterns.

**Shrub Fertilization:** Shrubs will be fertilized four times per year. Treatments will include a high quality fertilizer and/or a micro nutrient/iron supplement. Fertilizer rate are adjusted according to shrub health, maturity, & desire growth patterns.

Turfgrass and Ornamental Pest Control Treatments: During each treatment the turf and ornamentals will be inspected for damaging insects, active disease, and weeds. Treatments will be applied according to current industry standards, applicable laws, and restrictions.

Herbicide treatments are an integrated program of pre and post emergent weed controls and are applied during the appropriate times of year. These treatment provide control for a broad range of broadleaf and grassy woods in healthy vigorous turf growing in good environmental conditions. However, we recognized there are problematic weeds such as sedges, carpet grass, dollarwood, and Bermuda grass which are difficult to control under any conditions. Carson's Lawn & Landscaping Services LLC will be doing all this is possible to provide the most current effective control available no herbicide program can correct cultural problems such as poor drainage or shade. Therefore herbicide treatments are offered to reduce and control weedy species in turf and ornamentals, but are not offered as a corrective measure for environmental problems. In cases where our herbicide program is ineffective due to environmental conditions, Carson's Lawn & Landscaping Services LLC will offer a proposal for remedial work.

Pest control treatments are broad spectrum insecticides for control of a variety of lawn damaging and ornamental pests. Nematode treatments are neither implied nor offered. However, we do offer remedial and renovation proposals for areas where nematode

populations are damaging to existing species. Fire Ants are neither implied nor contracted, however the broad spectrum cover sprays intended for other target species will reduce the Fire Ant population. If additional treatments for Fire Ants are needed they will be offered at an additional expense to the owner. Fungus and diseases in turf and ornamentals are difficult to prevent. With proper fertilization, cultural practices, and watering, diseases can be kept under control. Occurrences up to 2,000 square feet will be taken care of during normal applications; larger occurrences may require board applications at an additional expense to the owner. This contract is executed by and between Carson's Lawn & Landscaping Services LLC and (hereinafter "Owner") Mirabella Term and Renewal the term of this contract shall be for one (1) year commencing on \_\_\_\_ . Subject to the provision of termination provided herein. The term of this contract shall automatically be renewed for successive one (1) year terms after the ending date above unless either Carson's Lawn & Landscaping Services LLC or Owner give the other written notice of terminating the contract. The written notice of terminating the contract must be given at least thirty (30) days prior to the expiration of the applicable one (1) year term. Owner has the right to terminate contract if Carson's Lawn & Landscaping Services LLC does not substantially meet the attached and incorporated Landscape Specifications in any materials respect. Owner must send a certified letter to Carson's Lawn & Landscaping Services LLC. Scope of Services and Payment Terms the scope of the services to be performed by Carson's Lawn & Landscaping Services LLC and the related compensation to be paid to Carson's Lawn & Landscaping Services LLC by Owner are set forth herein and in the attached and incorporated Landscape Specification. Carson's Lawn & Landscaping Services LLC services shall be billed monthly in 12 equal amounts on or about the Twentieth (20st) day of each month. Payment by Owner should be sent to be received by Carson's Lawn & Landscaping Services LLC before the Twentieth (20th) day of the following month. Miscellaneous Provisions Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against Carson's Lawn & Landscaping Services LLC. Carson's Lawn & Landscaping Services LLC performance hereunder shall be executed if it cannot perform due to an act of God, fire, earthquake, flood, explosion or other reason not within reasonable control of Carson's Lawn & Landscaping Services LLC. Pricing Per Enclosed Landscape Specification Will Be As Follows: IN WITNESS WHEREOF we have hereunder set our hands and seals the date written below. Carson's Lawn & Landscaping Services LLC By Carson Wood, As its President

Property Manager

Date

Date

## Mirabella

Mowing		
-Includes mowing, edgir	ng, string-trimming and clean up.	\$29,000.00
Detailing –		
-Includes 6 week cycle s	hrub pruning, tree pruning	
weeding every visit.		\$ 3,800.00
1014 5 111 11 0.0		
IPM – Fertilization & Pe	st Control	
-Fertilization/fungicide/	'insecticide/herbicide/etc.	\$ 2,600.00
Irrigation Monthly inspe	ections	\$ 2,772.00
Annuals		
Based on 133-4inc plan	ts installed on-4 annually rotations	\$ 249.75
\$ 1.85 per plant		
Additional Services		
Mulch/Pine Bark Upon	approval	\$ 45.00 per yd
C	GRAND TOTAL ANNUAL	\$38,421.75
1	2 EQUAL MONTHLY PAYMENTS OF	\$ 3,201.81

Service

**Visits** 

41
41
36
36
36
18
Every Visit
6 week cycle
6 week cycle
6 week cycle
<u> </u>
6
2
2
2
4
2
2
1
2
2
12



P.O. BOX 267 SEFFNER, FL 33583 – (813) 757-6500 – FAX (813) 757-6501 – SALES@LMPPRO.COM

#### LANDSCAPE MAINTENANCE SERVICE AGREEMENT

Landscape Maintenance Professionals, Inc. ("LMP, Inc.") appreciates the opportunity to propose to you how we can help enhance the overall quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations taking into account your budget considerations.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

This Agreement is by and between the following Parties:

#### "Contractor"

Landscape Maintenance Professionals, Inc. P.O. Box 267 Seffner, FL 33583

Phone: (813) 757-6500 Fax: (813) 757-6501

#### "Customer"

Name: Mirabella CDD Contact: Nicole Hicks

Address: 2005 Pan Am Circle Dr. Suite 120

City, State, Zip: Tampa, FL 33607

Phone: (813) 397-5120

Fax:

Any and all notices, written correspondences shall go to the above listed addresses for "Contractor and "Customer."

Description of "Property" covered by this Agreement: All designated landscaped common areas at Mirabella CDD

LMP, Inc., hereafter referred to as "Contractor," agrees to furnish all supervision, labor, materials, supplies and equipment to perform the work herein below.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

#### **Landscape Maintenance Specifications**

#### A. Turf Care

- 1. <u>Mowing:</u> Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean and uncluttered appearance at least <u>42</u> times per calendar year depending on growing season and conditions for St Augustine Turf areas. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Bahia turf areas will be mowed with rotary mower 32 times per year.
- 2. <u>Trimming:</u> Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.
- 3. <u>Edging:</u> All turf edges of walks and curbs shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (20 times per year). A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
- 4. <u>Fertilization:</u> St. Augustine turf areas shall be fertilized with a commercial grade fertilizer four (4) times per year. Timing of applications will be adjusted to meet horticultural conditions and supplemental applications of appropriate nutrients shall be applied as indicated by test results. Bahia turf areas shall be fertilized with a commercial grade fertilizer two (2) times per year. All local governmental ordinances shall be strictly followed by Contractor.
- 5. Weed, Insect and Disease Control: LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect and disease issues. Any infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (LMP, Inc. will not be held responsible for the post emergent control of common grassy weeds like crabgrass due to the absence of legal and selective post emergent herbicides for this use.) Ant mounds will be treated as they appear with Advion ant bait to eliminate mounds. (Contract pricing does not include Bayer's Top Choice or Chipco Choice or similar products that are used for guaranteed yearlong ant control.)

#### B. Tree, Palm, Shrub and Groundcover Care

- 1. Pruning: All trees, palms, shrubs and ground cover shall be pruned as follows:
- A) All trees (up to 15 feet) shall be pruned <u>1</u> time per year to keep them away from walls and rooftops and to also eliminate any overhanging branches or foliage which obstructs and or hinders pedestrian or motor traffic.
- B) All palms (up to 15 feet) shall be pruned <u>2</u> times per year, removing dead fronds and spent seedpods. Loose boots will be removed and kept consistent in height.
- C) All shrubs shall be pruned and shaped a maximum of <u>12</u> times per calendar year. This will help the individual plant retain its natural form and eliminate branches which are rubbing against any structures.
- D) All Daylilies and Liriope shall be cut back in early Spring to remove all dead foliage, allowing for plants to be at optimum health during the growing season.
- E) Selective pruning of shrubs shall occur <u>1</u> time per year to balance infiltrating light, and remove dead wood and to promote maximum health and growth.
- F) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 20' on palms. Any branches or fronds above these heights will be performed at an additional cost.
- G) All sucker growth from trunks and base of trees shall be removed as needed during every visit to property.
- H) Ground covers and vines will be maintained in a neat, uniform appearance.
- 2. <u>Fertilization:</u> Shrubs and ground covers will be fertilized three (3) times per year. Palms will be fertilized four (4) times per year, and trees will be fertilized two (2) times per year. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.
- 3. <u>Weeding:</u> Weeds will be removed from all plant, tree and flower beds once a month during the non-growing season and twice a month during the growing season (18 times per year). Manual (hand pulling) and chemical (herbicides) will be used as control methods.
- 4. <u>Insect and Disease Control:</u> All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year by our dedicated team. LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis and the customer will be made aware of the

actions taken as well as the chemicals used. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. (Our pricing does not include Bayer's Top Choice or Chipco Choice or similar products).

#### C. Miscellaneous

- 1. <u>Clean-Up:</u> During every visit to the property, all areas shall be policed. All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing <u>42</u> times per year. Trash shall be disposed of offsite. Construction debris or similar trash is not included as part of weekly clean-up.
- 3. <u>Irrigation Inspection</u>: All irrigation zones shall be inspected once a month to insure proper operation. All zones will be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, spray nozzles will be performed during the monthly inspection. Any issues that have been caused by contractor shall be repaired at no cost to the client. Management shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis with the hourly labor rate being \$90.00 per hour (2 person crew). Contractor is not responsible for turf or plant loss due to water restrictions. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for customer to be aware so that written authorization may be approved to bring system up to fully operational status.

#### D. Additional Services

- 1. <u>Mulching:</u> Upon written authorization of the client, contractor shall mulch all planting beds with pine bark or shredded mulch at a price of \$48.00 per yard ensuring that all areas have a 2" depth after installation. If the amount quoted is not sufficient to mulch the entire property an additional count will be submitted for completion at the same price per yard.
- 2. <u>Annuals:</u> Upon written authorization of the client, contractor will replace and install annuals  $\underline{4}$  times per year and make nutritional requirements needed to insure a healthy plant. Deadheading declining flowers will be performed weekly. Annuals will be billed separately on a per plant cost. Contractor will provide annuals at a cost of \$2.25 per plant. Price includes soil replenishment but not replacement.
- 3. <u>Tall Palm Trimming:</u> Upon written authorization of the client, contractor will trim all palms identified as being above 20 feet in overall height that will require a lift or bucket truck. Said palms will be priced per type of palm and will be clearly outlined in a proposal to client.
- 4. Special Palm Treatment Program: Due to the value of Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, Phoenix Reclinata and Medjool Palms, a special palm fertilization and pest program is highly recommended. Identified palms will be fertilized with a 8-2-12 with 4% mg blend designed to address nutrient needs of palms 4 times per year. A bud drench of systemic insecticide and fungicide will also be applied as a preventative for bud rots and borer insects for palms up to 20'. In addition, palms that have been identified as susceptible to Lethal Yellowing or Texas Phoenix Palm Decline, including Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra and Phoenix Reclinata will be injected with the antibiotic oxytetracycline (OTC) 4 times per year. While it is noted that there is no program that can guarantee the prevention of pest infestations, LMP uses the highest industry recommendations to manage the risk of the loss of these palms.
- 5. <u>Hand Pruning / Structural Pruning</u>: Upon written authorization of the client, deep hand pruning and/or structural pruning will be performed <u>1</u> time per year during the dormant months to prune old wood and prune behind multiple breaks to maintain proper proportion, promote interior growth. Removal of up to 50% of the height and foliage of plants can take place during this pruning which will allow for the plant material to grow fuller during the growing season.
- 6. <u>Leaf Removal:</u> Leaf accumulations in curb lines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance. <u>This service will be billed on a time and materials basis</u>.

#### E. Pricing Summary

	Price Per Month	Price Per Year
Base Maintenance Price	\$2,320.00	\$27,840.00

Additional Services	Estimated Qty.	Price Per Unit or Service
Mulch (Upon approval by client)	95 (ESTIMATED)	\$48.00 Per Yard
Annuals (4" plants)	100 (ESTIMATED)	\$2.25 Per 4" Plant
Tall Palm Trimming (Palms over 15')	N/A	Starting at \$40.00 per Palm
Special Palm Treatment Program	N/A	N/A

Contractor agrees to provide all of the above Base Maintenance Services for an annual fee of \$27,840.00, to be paid in monthly installments of \$2,320.00. Contractor will invoice Customer one week prior to the beginning of each month's service. Customer agrees to pay each invoice within 30 days of the date of the invoice. Additional Services are not included as part of this Agreement or the Base Maintenance Services. Proposals for Additional Services must be executed by an Authorized Representative and are subject to all the terms and conditions of this agreement, which are hereby incorporated into such proposals for Additional Services by reference.

#### F. Conditions

The goal of this Agreement is that upon completion of each visit to the Customer, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the Property and its individual condition.

- 1. Term: This Agreement will be in effect for an initial term of 12 months (1 year) with an effective start date of and will remain in effect on an annual basis until canceled by either party. To ensure that Customer's needs are being met, timely written notice of any deficiency or concern must be provided in order to give Contractor a reasonable opportunity to remedy the deficiency or concern prior to termination of this Agreement. While Contractor encourages Customer to communicate with on-site crews and its account manager, notice solely to them is insufficient. All notices under this paragraph must be provided in writing by Customer's Authorized Representative to Contractor at the address specified above. Customer agrees to notify Contractor in writing within 10 days of the occurrence of any deficiency, concern, or default or damage Customer believes was caused by Contractor. Failure to do so constitutes a waiver of any such claims by Customer, and the right of Customer to cancel this Agreement. Customer may cancel this Agreement following an unremedied deficiency by providing written notice to Contractor by certified mail. The cost to Contractor of the work in certain seasons is higher than in others, but Contractor has agreed to invoice Customer in even monthly installments. Therefore, in consideration of these variable internal costs, and in order to ensure an effective transition following a cancellation, termination notices received during the months of April through September shall cause an effective final date of billable services of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable services of not less than ninety (90) days after the date of receipt. Any notice of termination shall be sent to the addresses indicated on this agreement and must be signed by an Authorized Representative.
- 2. <u>Performance:</u> The Parties agree that Contractor's performance of this Agreement can be, and often is, subject to weather conditions, which are beyond the Contractor's control. Contractor shall not be liable for any performance deficiency caused by weather conditions. The Parties also agree that Contractor is a contractor as that term is defined in Chapter 713, *Florida Statutes* and that any and all work performed pursuant to this Agreement is an improvement to real property under Chapter 713, *Florida Statutes*.
- 3. <u>Adjustment:</u> This Agreement is subject to CPI adjustments annually effective the anniversary date or as otherwise agreed upon in writing by both parties.
- 4. <u>Payments:</u> No finance charge will be imposed if invoices are paid in full within 30 days of invoice date. If not paid in full within 30 days, then a finance charge will be imposed from the invoice date on the balance due at a periodic rate

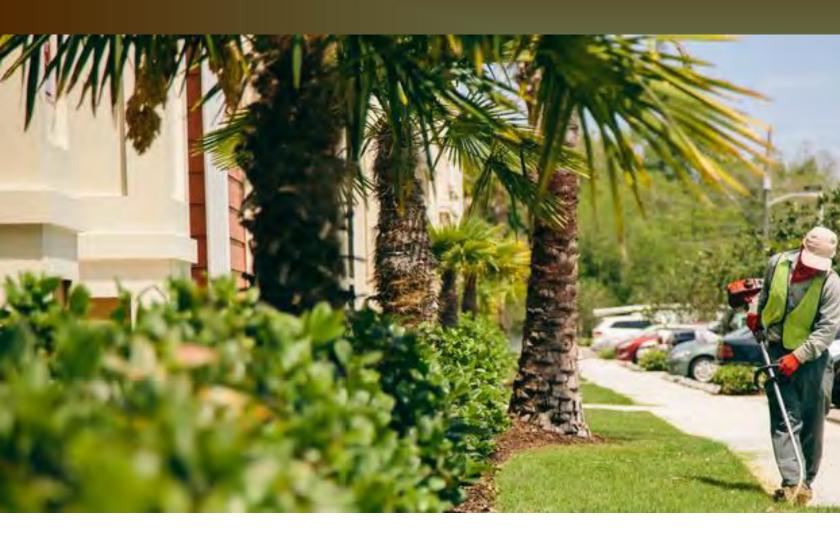
of 1 ½% per month (18 % per annum) until paid. Contractor shall have the right to elect to stop work under this Agreement until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices.

- 5. <u>Authorized Representative</u>: Customer agrees, simultaneous with the signing of this Agreement, to designate in writing an Authorized Representative or Authorized Representatives, with whom Contractor can interface concerning this Agreement. In the event Customer desires to change its Authorized Representative(s), Customer shall provide written notice of the change to Contractor. By designating an Authorized Representative, Customer is representing to Contractor that the Authorized Representative has the authority to bind Customer to actions taken pursuant to this Agreement until that authority is revoked or changed by Customer.
- 6. Order of Interpretation: In the event other documents, terms, or conditions are annexed to or otherwise designed to amend or supplement this agreement, should there be a conflict between one or more provisions of the other documents, terms, or conditions and the terms of this agreement, the terms of this agreement will control.
- 7. <u>Collection:</u> In the event Contractor must collect past due amounts under this Agreement, Contractor shall be entitled to all expenses incurred as part of those efforts, including any attorneys' fees and costs.
- 8. <u>Subcontractors:</u> Contractor may, at its sole discretion, utilize subcontractors to provide specific services under this Agreement. Contractor will remain as the single and primary contact for all activities as related to this Agreement. Proof of insurance and necessary licenses will be provided if requested by Customer. Contractor will also provide workman's compensation and proof thereof on employees if requested by Customer.

9. <u>Acceptance:</u> This Agreement is withdrawn unless exec	cuted within ninety (90) days of the date of this docu	ıment.
Thank you for the opportunity to submit this agreement. whereof the parties of this agreement have signed and execution of the parties of the		
Contractor Signature	Customer Signature	
Contractor Printed	Customer Printed	

Title:

Title:



Our vision is to provide high quality landscape services in a timely manner at affordable prices while demonstrating that each and every client is vitally

## Landscape Installation & Maintenance | Irrigation Installation & Maintenance | Fertilization & Pest Control | Arbor Care

Landscape Maintenance Professionals, Inc. PO Box 267 Seffner, FL 33583 Submitted: January 28, 2020 Mirabella CDD 2005 Pan Am Circle, Suite 120 Tampa, FL 3307 c/o Nicole Hicks



# Landscape Maintenance Professionals, Inc. TABLE OF CONTENTS

### **SECTION I: COMPANY INFORMATION**

Who We Are	1
What We Believe In	2
What We Do	2
Affiliations	2
Where We Are Located	3
Approach	3
Communication	4
Documentation	4
Execution	4
Follow Through	4
Work Product – Quality Control	4
Weekly Maintenance Worksheet (WMW)	4
Start Up Plan	5
What To Expect In The First 30 Days	5
Property Profiles	6
References	7
Meadow Pointe II Community Development District	7
Bexley Ranch Community Development District	8
Heritage Isles Community Development District	8
Reflections & Bellefaire at Reflections	9
Highland Oaks Commercial Office Park	9
Hyatt Regency	10
Tampa Bay Park Commercial Office Complex	10
Providence Lakes Homeowners Association	11
Water's Edge Community Development District (Rivers Edge)	11
LMP Corporate Reporting Structure	12
LMP Profiles – Executive Team	13
LMP Profiles – Administrative Support	14
LMP Profiles – Branch Managers	15
LMP Profiles – Account Managers	16
LMP Profiles – Client Services Team	17
Dover Organizational Chart	19
Wesley Chapel Organizational Chart	20

# **Landscape Maintenance Professionals, Inc.**TABLE OF CONTENTS

Sarasota Organizational Chart	21
Business Resiliency Plan	22
Pandemic Or Other Resource Deficiency Issues	22
Production	22
Resources Realignment	22
Environmental & Recycling Program	23
Hazardous Materials Management & Disposal	23
Consumption & Recycle	23
Resource Conservation & Management	24
Fuel Conservation	24
Water Conservation	24
Moisture Management	24
Licenses & Certifications	24
Assets & Equipment	27
Vehicles	27
Mowers, Hand Held & Other Equipment	29
Certificate Of Insurance	32

### SECTION 2 – RFP BID DOCUMENTS & PRICING













#### LANDSCAPE MAINTENANCE PROFESSIONALS, INC.

There is a continuing need in the market place for managers and communities to not only maintain but improve the aesthetic value of their properties through meticulously and beautifully composed landscape appearances. Often characterized as curb appeal, landscape invokes not only a visual response but an emotional one as well; its appearance can either be inviting or repelling depending upon the quality of the landscape maintenance provider, and that's where we come in.

#### WHO WE ARE

Landscape Maintenance Professionals, Inc. (LMP) is a premier full service landscape organization. LMP's approach to landscape maintenance and design is built on the premise of paying attention to the details; we notice the little things that can enhance the overall appearance of a property, and we train all of our employees on this practice. As a result of focusing on the details LMP<sup>SM</sup> has continued to grow over the past three decades.

At LMP, believing our creativity to be better suited for enhancing and maintaining beautiful landscape designs, we choose to tell a simple story about our journey that began in 1991, with Orlando Castillo, Jr. After a decade of disappointment working for a large landscape service provider whose sole focus was "cut the grass and cash the check", Orlando envisioned a company (a) that believed in and demonstrated the desire to exceed a client's expectations, (b) that would work to educate the client on the best management practices for protecting their largest uninsurable asset, and (c) valued its relationships with not only its clients but its employees as well.

Today LMP has over 250 employees from corporate support personnel to crew members who champion Orlando's vision, and focus on the details on a daily basis.



#### WHAT WE BELIEVE IN

At LMP we may have started small but we think big!

**PURPOSE**To be a leader in the landscape industry who sets the bar for providing quality

design, enhancement and maintenance services while maintaining focus on the

needs of the client.

**MISSION** To provide high quality landscape services in a timely manner at affordable prices

all while understanding that each and every customer is vitally important to

LMP's success.

**CORE VALUES** Integrity, honesty, passion, commitment, accountability, and the unyielding

dedication to under promise and over deliver.

**PHILANTHROPY** At LMP philanthropy is not a philosophy but a practice, and our giving back starts

internally with our employees whom we service with recognition programs and awards for their hard work and dedication. These same employees then work with

LMP to pay the generosity forward in the community by focusing on such

organizations as Metropolitan Ministries, Give the Kids the World Village, and

various American Veteran programs to name a few.

#### WHAT WE DO

LMP is a full service landscape contractor providing in-house services for the following landscaping needs:

- Landscape Installation & Maintenance Moisture Management
- Floriculture Programs & Arbor Care
  Services

  Nursery Operations & Aquatics
  Maintenance

#### **AFFILIATIONS**











Community Association Institute "Educated Business Partner" Building Owners & Managers Association

National Association of Landscape Professionals Florida Nursery, Growers and Landscape Association FL Irrigation Society



#### WHERE WE ARE LOCATED

LMP is well positioned to service properties in counties located throughout the state of Florida, and has established offices in the following areas to meet the needs of its clients:

Office	Office Information	Branch Manager	Service Areas
Dover	13050 E US Highway 92 Dover, Florida 33583 (813) 757-6500	Garth Rinard	<ul> <li>∅ Hillsborough</li> <li>∅ Pinellas</li> <li>∅ Hernando</li> <li>∅ Polk</li> <li>∅ Pasco</li> </ul>
Wesley Chapel	26324 Wesley Chapel Blvd Lutz, Florida 33559 (813) 406-4465	Brian Mortillaro	<ul> <li>₽ Pasco</li> <li>₽ Hernando</li> <li>₽ Pinellas</li> <li>₽ Hillsborough</li> </ul>
Sarasota	1306 Rome Avenue Sarasota, Florida 34243 (941) 556-9404	Miguel Mares, Operations Manager	<ul> <li>∅ Manatee</li> <li>∅ Charlotte</li> <li>∅ Hardee</li> <li>∅ Sarasota</li> <li>∅ De Soto</li> </ul>

#### **APPROACH**

At LMP we understand that each property faces unique challenges, and we are committed to providing the highest quality of services that embrace these unique challenges. We believe ourselves to be a professional and proactive company whose continued success can be attributed to the fact that the actions of each employee reflects LMP's simple motto of "do what you say



you're going to do when you say you are going to do it." At the property level our commitment to the motto is demonstrated through our Account Managers' collaborative relationship with the clients designated point of contact that is built upon responsibility, respect, and open communication. We believe communication to be the cornerstone of all successful relationships; it enables both parties to be aware of what is occurring on the property.



As the selected service provider, you look to LMP to be the professionals for all of your landscape needs. Understanding this, we want to be held fully accountable for all aspects of protecting your largest uninsured asset - the landscape. We believe that without accountability one lacks ownership, and we want you, the customer, to rest assured that when you hire LMP, there will be no concerns with accountability.

The practices we have implemented to be successful in our management approach include:

- **COMMUNICATION** − It is vital to effectively communicate between the contractor and customer, and use a wide range of communication methods including on-site walk-throughs, telephone calls, emails, and text messages. We as a company prefer to communicate electronically.
- **DOCUMENTATION** This is accomplished through emails, weekly crew worksheets, internal tracking reports as well as our weekly reports that our Account Managers send to all of our customers. As previously indicated, we expect to be held accountable for what we say and expect the same in return from our customers.
- **EXECUTION** − It is imperative that LMP performs the work as outlined in its plan of action; failure and poor workmanship are not viable options. Our clients are investing substantial amounts of money to have LMP to manage their landscape needs, and we, in turn, hold our employees to professional standards in terms of their work product.
- FOLLOW THROUGH LMP strives to achieve the "closing of the loop". While it is important that issues are addressed in a timely manner, we find it as equally important to communicate to the customer that a specific item/request/task has been completed. Without follow through both LMP and the client are left in a reactive position; it is our goal to limit the need for many outgoing phone calls to us to check on the status of an item.

#### **WORK PRODUCT - QUALITY CONTROL**

At LMP we prefer to invest in our people; not processes. It is our employees who are pivotal to our success, and, as such, we tend to minimize the use of complicated systems to create reports related to the properties and communities we service. We prefer, instead, to use the following methods for reporting:

WEEKLY MAINTENANCE WORKSHEET (WMW) − This worksheet is required to be completed in the field by the supervisor, and is designed to outline any areas of concern related to the property and the landscaping. LMP's protocol further requires that the



WMW be turned in to the appropriate Account Manager who will then inspect the property, and schedule any remediation tasks to be performed up to and including irrigation, fertilization or pest control. If requested, LMP will distribute this worksheet to the client's designated point of contact.

SERVICE REQUEST FORMS: LMP utilizes two forms for service requests that can be called in from the field to be entered into the tracking system – the irrigation service request form (internally referred to as the blue form) and the general maintenance and pest control form (internally referred to as the gold form).

#### START-UP PLAN

With all project start-ups, LMP's initial focus is on learning the property, performing a complete property wide inspection and analysis of all turf, plant material and irrigation systems. During this initial start-up process, LMP will also provide enhancement proposals for areas in which the property can be improved as well. Prior to first day of start-up LMP will perform the following:

- Document the entire property through photographs, and provide the customer with a CD of the conditions of the entire property at the time LMP's take-over. It is standard practice for key members of LMP's project team to meet with the client and/or their designated point of contact to review the progress made by LMP at the sixth and ninth months where we will review the photographs prior to take over and each additional designated point in time.
- Conduct a project kick-off meeting with the client and/or their designated point of contact, at the facilities, to review the scope of work as well as expectations. At LMP we believe that a critical component of a successful relationship is to ensure that specifications are aligned with expectations. It is typically at this meeting that all, if any, discrepancies between specifications and expectations are identified, and we work together as a team to resolve the discrepancies prior to start-up. In addition, LMP will review its initial operational plan which may include a color coded map, the identification of service areas and the required time frames to perform various services, and a map for mowing and detail work.

#### WHAT TO EXPECT IN FIRST 30 DAYS:

As with any new initiative or project there will be a learning curve as LMP becomes familiar with the property; however, it is our goal to have that learning curve minimized through the



development of a solid operational plan. As LMP is learning the nuances of the property we would like the client to be aware that we are inspecting systems and layouts to ensure we have accurate information to share regarding:

- PROJECTED CHEMICAL APPLICATIONS: We find that until we know the true integrity of the irrigation system, it limits our ability to apply many chemicals including fertilizers. This is due to the fact that so many chemicals need to be watered in following an application or the application will damage the plant material.
- OPERATIONAL PLANS: At the thirty day mark any necessary operational adjustments to the original operational plan that will help our crews become more efficient are communicated to the client with a copy of the updated operational.
- ♠ ENHANCEMENTS: By standard practice LMP will provide various proposals for areas where the property can be enhanced. These may range from a complete mulching, tree/palm pruning, replacement of dead or dying plant material or a new rotation of annuals. We would look to perform any proposal items that require water only after the irrigation system has been fully evaluated and necessary repairs have been completed.

#### PROPERTY PROFILES

LMP services an array of properties from Commercial Properties and Class "A" Office Parks, Community Development Districts, Multifamily dwellings, Condominium Associations, Property Owner Associations, and Homeowner Associations. Our portfolio includes:

Property	Type
Amalfi at Clearwater	Multi-family
Anchor Plaza	Commercial
Aspen Dental	Commercial
Bahama Breeze	Commercial
Bay Center	Commercial
Bexley Ranch CDD	Community Development District
Brookwood Academy	Educational
Buschwood	Class A Office Space
Citigroup Association	Commercial
Corporate Center I, II, III, & IV	Class A Office Space
Covington Park CDD	Community Development District



Cypress Center I, II, III, & IV	Class A Office Space
Cypress Creek Town Center	Commercial
Federal Bureau of Investigation – Tampa	Commercial
Greyhawk Landing CDD	Community Development District
Hawks Point CDD	Community Development District
Heritage Isles CDD	Community Development District
Highland Oaks	Class A Office Space
Highwoods Preserve	Commercial
Hyatt Sarasota	Lodging
Meadow Pointe III CDD	Community Development District
Meadow Pointe II CDD	Community Development District
Meadow Pointe IV CDD	Community Development District
Providence Lakes	Homeowners Association
Reflections	Homeowners Association
Richman Properties	Multifamily
South Fork East CDD	Community Development District
Tampa Bay Park	Commercial
The Shops at Wiregrass	Retail
Water's Edge (Rivers Reach) CDD	Community Development District
Waterset North CDD	Community Development District

#### REFERENCES





**Property: Contact:** Title: Phone:

Scope of Work:

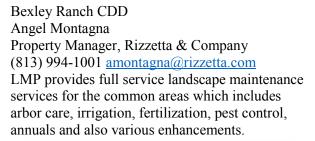
Meadow Pointe II CDD Wesley Chapel, FL Sheila Diaz Property Manager (813) 991-5016 Landscape Maintenance Professionals, Inc. provides full service landscape maintenance services including arbor care, irrigation, fertilization, pest control, annuals and also various enhancements.







**Scope of Work:** 







Contact: Title: Phone: Scope of Work:

**Property:** 

Heritage Isles CDD Tampa, Florida Rich Unger Community and Golf Manager (813) 907-7388 Landscape Maintenance Professionals, Inc. provides full service landscape maintenance services for the CDD owned areas including arbor care, irrigation, fertilization, pest control, annuals and also various enhancements.







Scope of Work:

Reflections Tampa, Florida Kevin Krueger Property Manager, Greenacre Properties (813) 600-1100

Landscape Maintenance Professionals, Inc. provides full service landscape maintenance services for the community owned areas of the Reflections community which includes arbor care, irrigation, fertilization, pest control, annuals and also various enhancements. In addition to the common areas owned by the association, we also service the maintenance free homes area called Bellefaire at Reflections.





Property: Contact: Title: Phone:

**Scope of Work:** 

Highland Oaks Tampa, Florida
Jenn Regan
Property Manager, Cushman & Wakefield
(813) 621-6984
LMP provides full service landscape maintenance
services for the common areas as well as all five of

the corporate buildings within this Office Park.







Scope of Work:

Hyatt Regency Sarasota, FL
Marcia Dmochowski Clark
General Manager
(941) 365-0706
Landscape Maintenance Professionals, Inc.
provides full service landscape maintenance
services for the hotel owned areas which includes
arbor care, irrigation, fertilization, pest control,
annuals and also various enhancements.





Property: Contact: Title: Phone: Scope of Work: Tampa Bay Park
Carol Dunn, Highwoods® Properties
Senior Property Manager
(813) 876-7000
Landscape Maintenance Professionals, Inc.
provides full service landscape maintenance
services for the office park including irrigation,
fertilization, pest control, annuals and also various
enhancements.







Scope of Work:

Providence Lakes Homeowners Association
Ray Leonard
Board Member
(813) 600-1100
Landscape Maintenance Professionals, Inc.
provides full service landscape maintenance
services for the community including irrigation,
fertilization, pest control, annuals and also various

enhancements.

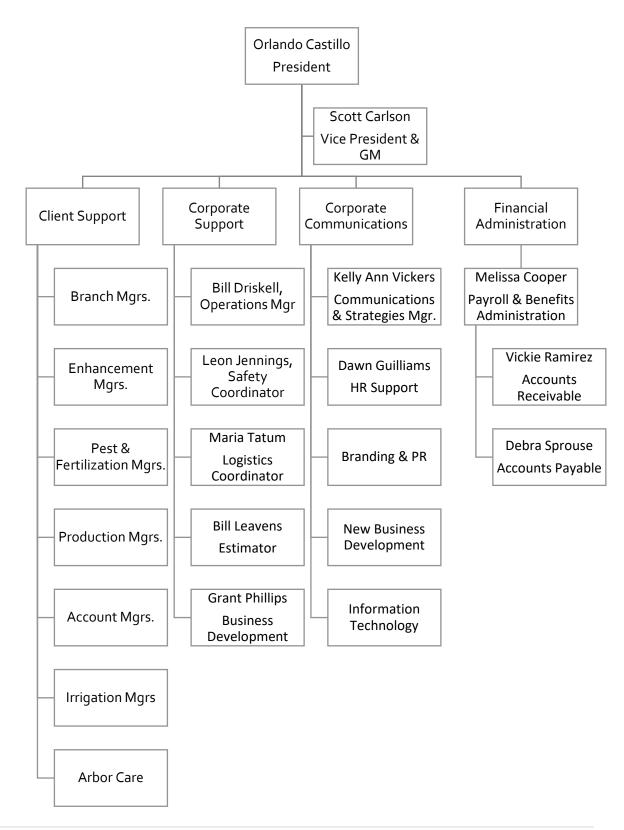




Property: Contact: Title: Phone: Scope of Work: Water's Edge CDD – River's Reach Greg Cox, Rizzetta & Company, Inc. Property Manager (813) 933-5571 Landscape Maintenance Professionals, Inc. provides full service landscape maintenance services for the CDD including irrigation, fertilization, pest control, annuals and also various enhancements.



### LMP CORPORATE STRUCTURE





#### LMP CORPORATE PROFILES: EXECUTIVE TEAM

The effective management of LMP<sup>SM</sup> requires the day-to-day involvement of a strong leadership team which focuses on the goals of the company including: client relationships, employee relationships, vendor relationships, operational planning and management, financial planning and management, and the overall growth and development of LMP, Inc.

#### Orlando Castillo, Jr. President

Orlando founded Landscape Maintenance Professionals, Inc. (LMP) in 1991, and has over 35+ years' experience in the green industry. Orlando's primary focus is the management of LMP's client relationships and company vision.



#### **Scott Carlson**

#### Vice President/General Manager

Former Golf Pro; Scott has over 20+ years' experience in the green industry including services to several top 100 Golf Clubs. Scott's primary focus at LMP includes corporate structure, client relations and business development.



#### Kelly Ann Vickers, LCAM

#### **Corporate Communications and Strategies**

With over 25 years' experience in marketing and customer relationship management, Kelly Ann's primary responsibilities are to build LMP as a brand and oversight of LMP's Employee Services programs and initiatives.

#### Garth Rinard Branch Manager

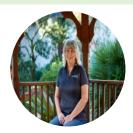
Garth, who has over 28 years' experience in the green industry, is a licensed Certified Pest Control Operator (CPCO) and Best Management Practices certified. He is responsible for contributing to the operational strategies of LMP, Inc. as well as the day-to-day operations of the Dover branch.



#### Dawn Guilliams

#### **Human Resource Support Specialist**

Dawn is responsible for assisting the branches and its personnel with services related to HR management.





#### LMP PROFILES: ADMINISTRATIVE SUPPORT

The administrative support team at LMP, Inc., serves as the backbone for the executive team as well as the branch personnel they support.

#### Vickie Ramirez AR Coordinator

Vickie is responsible for the management of accounts receivables related activities associated with LMP and its clients.



#### Melissa Cooper Payroll & Benefits

Melissa is responsible for providing assistance to the Employee Services team as it relates to payroll and benefits.



#### Brenda Mojica

#### **Administrative Assistant**

Brenda's responsibilities include administrative matters related to the corporate office.



#### Maria Tatum

#### **Logistics Coordinator**

Maria's responsibilities include the logistical management of LMP's communication devices, inventory control, and licensing needs.



#### Deidra Calloway Administrative Assistant

## Deidra's responsibilities include administrative matters related to the Wesley Chapel branch.



#### Theresa Collins Administrative Assistant

Theresa's responsibilities include administrative matters related to the Sarasota branch.





#### LMP PROFILES: BRANCH MANAGERS

Landscaping is centered on creating and caring for visually stunning natural back drops through the employment of scientific practices blended with an artful eye. Landscape Maintenance Professionals, Incorporated <sup>SM</sup> has built its reputation on creating these back drops while exceeding client expectations. The ability to do this is a direct result of the knowledge and daily efforts of all of LMP, Inc.'s team members. These team members are guided and molded through the efforts of the Branch Manager assigned to a specific location, and who have been tasked with championing Landscape Maintenance Professionals, Inc. (LMP, Inc.'s) goal of being a top performing and highly reputable full service landscape maintenance provider. These goals include:

- Creating a safe, efficient and productive workplace environment that affords each employee of LMP, Inc. the opportunity to contribute to the growth of the company and themselves.
- Producing high quality work that is reflective of the standards of service developed by LMP, Inc. inclusive of focusing on the details.
- Strategically and consistently maximizing the operations of each branch.
- Cultivating an engaged and motivated team.

#### Garth Rinard Branch Manager - Dover

Garth, who has over 30 years' experience in the green industry, is a licensed Certified Pest Control Operator (CPCO) and Best Management Practices certified. He is responsible for overseeing the Dover branch as well as the fertilization and pest control division.



## Brian Mortillaro

#### **Branch Manager – Wesley Chapel**

Brian's, who has over two decades experience in the green industry, is responsible for the oversight of the daily operations of the Pasco division. In his role, he provides direction and leadership to ensure effective operations, complete customer satisfaction and long-term sustainable growth.



#### Miguel Mares Operations Manager

Miguel has over 20+ years' experience in the green industry. He is responsible for the oversight of the daily operations of the Sarasota division where he provides direction and leadership to ensure effective operations, complete customer satisfaction and long-term sustainable growth.





#### LMP PROFILES: ACCOUNT MANAGERS

The role of the Account Manager at Landscape Maintenance Professionals, Incorporated <sup>SM</sup> is to serve as a liaison between the client and/or vendor, and the appropriate teams at LMP, Inc. These individuals provide support to LMP's objectives by providing direction and support to the various teams that service client sites including maintenance, irrigation, fertilization and pest control, enhancements and arbor care.



Robert "Bobby" Law Senior Account Manager 30+ years' experience in the green industry.



Jacob Bloodworth
Account Manager
5+ years' experience in the green industry.



Paul Gomez – Account Manager 16+ years' experience in the green industry.



Paula Means – Account Manager 15+ years' experience in the green industry.



Jason Liggett - Account Manager 10+ years' experience in the green industry.



Javier Bonilla Alvarado Account Manager 6+ years' experience in the green industry.



Matt Gough - Account Manager 1+ years' experience in the green industry



Felix Laporte – Account Manager 10+ years' experience in the green industry.



James Bennett - Account Manager 11+ years' experience in the green industry.



#### LMP PROFILES: CLIENT SERVICES TEAM MEMBERS

Landscape Maintenance Professionals, Incorporated <sup>SM</sup> utilizes the skills, knowledge and experience of personnel ranging from Production Managers, Irrigation Managers and technicians, Certified Arborists and arbor care team members, as well as Certified Pest Control Operators and spray technicians to care for and maintain the landscape materials at every client site. Our diverse team of landscape professionals include:



#### Leon Jennings, CPCO Safety Coordinator Leon, who has over 20+ years' experience in the green industry, is a Certified Pest Control Operator (CPCO), Certified Arborist, and Certified Aquatics

Technician. His primary focus at LMP is safety compliance and training along with developing the Arbor Care division.



#### Bill Leavens Business Development Manager

Bill, who has over 20+ years' experience in the green industry, is responsible for the evaluation of properties

located in the Hillsborough, Pinellas and Pasco counties whom are interested in joining the LMP family.



#### Bill Gipp Business Development Manager

Bill, who has over 20+ years' experience in the green industry, is responsible for the evaluation of properties

located in Sarasota and Manatee counties whom are interested in joining the LMP family.



#### Grant Phillips Business Development Manager

Grant, who has over 5+ years' experience in the property management industry, is responsible for the evaluation of properties

whom are interested in joining the LMP family.



#### Bill Driskell Irrigation Services Bill, who has over 22+ years' experience in the green industry, is responsible for the administration and management of LMP's

Irrigation division inclusive of purchasing, inventory control and billing.



#### client base.

David Manfrin Irrigation Manager David, who has over 10+ years' experience in the green industry, is responsible for the management of irrigation needs, repairs and installations for LMP's





Sam Martell
Irrigation Manager
Sam is responsible for
the management of
irrigation needs, repairs
and installations for
LMP's client base.



Aaron Denhoff Regional Enhancement Manager

Aaron is responsible for overseeing timely servicing and the quality of small to large scale enhancement projects.



Steve Small
Enhancement Manager
Steve is responsible for overseeing timely servicing and the quality of small to large scale enhancement projects.



Robert Tabone
Fertilization & Pest
Control Supervisor
Bob is responsible
overseeing LMP's
Integrated Pest
Management (IPM)
services utilized to prevent

damage from insects and/or disease issues.



insects and/or disease issues.

Dave Mason
Fertilization & Pest
Control Supervisor
Dave is responsible
overseeing LMP's
Integrated Pest Management
(IPM) services utilized to
prevent damage from



safety requirements.

Kevin Toole Mechanical Support Services

Kevin is responsible for ensuring that all vehicles and small equipment used by the Dover team is fully functional meeting all



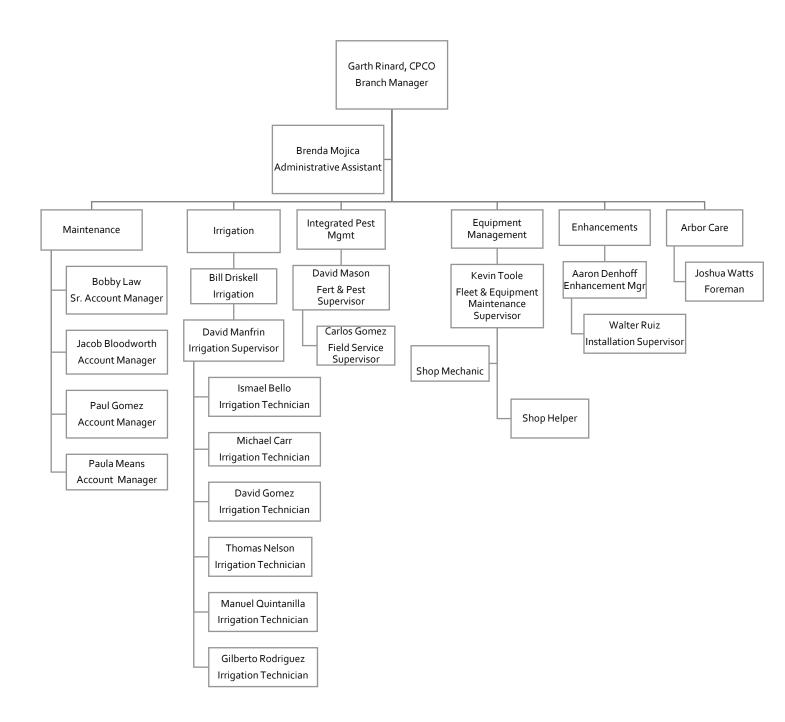
requirements.

Brad Turner Mechanical Support Services

Brad is responsible for ensuring that all vehicles and small equipment used by the Wesley Chapel team is fully functional meeting all safety

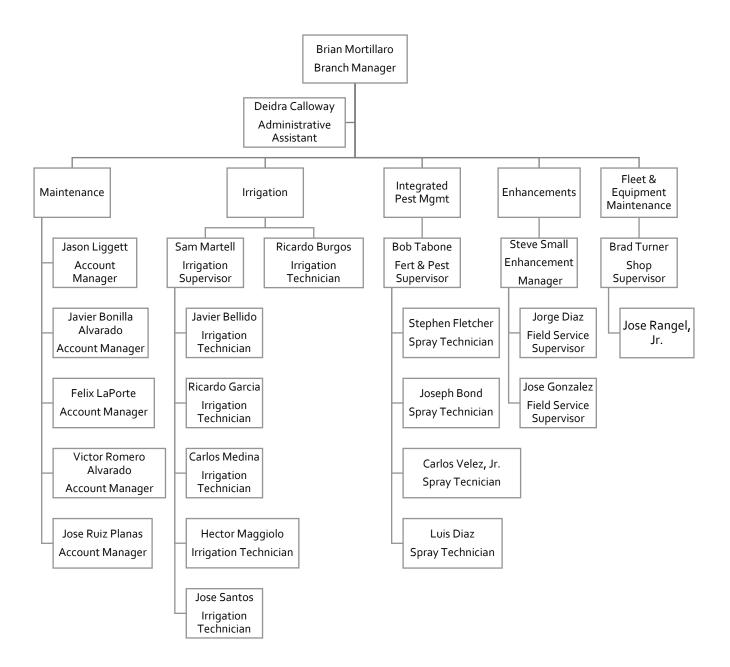


#### **DOVER BRANCH**



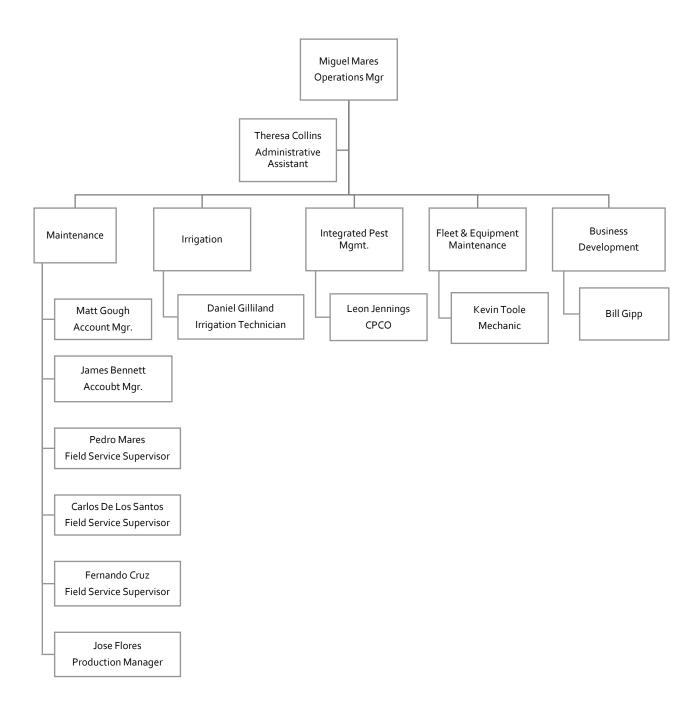


#### WESLEY CHAPEL BRANCH





#### **SARASOTA BRANCH**





#### LMP BUSINESS RESILIENCY PLAN

In reaction to any event deemed as critical in nature, LMP will adjust resources and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations. This includes but is not limited to the following events:

- Hurricane
- Named Storm
- Other Storm
- Fire
- Tree Falls
- Safety Hazards

#### PANDEMIC OR OTHER RESOURCE DEFICIENCY ISSUES

LMP will accommodate for deficiencies to resources due to Pandemic or other health related illnesses.

#### **PRODUCTION**

Reduce standard Production Schedule to minimal needs during event and focus on proactive recovery of specific event.

- Do not add new enhancement or new installation work.
- Delay existing enhancement or new installation work.
- Delay regularly scheduled maintenance if possible.

#### RESOURCES REALIGNMENT

- Shift Crew Leader to Foreman/Driver Position.
- Shift from department to department (i.e.: Irrigation to Production).
- Shift Foreman to Production Manager.
- Shift Operations Manager to Account Manager.
- Shift Regional Account Manager to Account Manager.
- Shift Irrigation Managers to Account Manager.
- Ø 7 day work schedules and overtime.
- Hire temporary skilled resources from Staffing Service.



#### **ENVIRONMENTAL & RECYCLING PROGRAM**

#### ENVIRONMENTAL STATEMENT

- LMP, Inc. follows state and federal guidelines and regulations on environmental issues.
- All employees are required to participate in LMP's environmental training.
- LMP works with environmentally minded companies, and we are testing
   environmental friendly products and will adapt them and use products that comply
   with the green standards.

#### HAZARDOUS MATERIALS MANAGEMENT & DISPOSAL PROGRAM

- LMP, Inc. follows all federal regulations and guide lines when using, storing or
   disposal of hazardous and non-hazardous materials.
- All hazardous materials are stored following the manufactures directions.
- Hazardous materials are kept in a limited access building under lock and key.
- Materials are received and dispensed under management supervision only.
- Hazardous products that LMP carries inventory of on regular basis are stocked and used on an age basis using oldest first.
- If any product is expired, (past the manufactures use date) or damaged upon delivery, it is contained and safely returned to the vendor.
- LMP's Fleet Manager is the only person authorized to oversee the return or disposal
   of hazardous materials.
- Vehicles and equipment are maintained and kept at the manufactures recommend setting for the best fuel consumption and minimum carbon emissions.

#### **CONSUMPTION & RECYCLE**

- All fuel and chemicals are kept in a secure limited access area, all items are dispensed by management only.
- Mowers are all equipped with mulching blades.
- All debris from our job sites are returned to LMP and sorted as: recycle, salvage, or trash and disposed of accordingly.



#### **RESOURCE CONSERVATION & MANAGEMENT**

#### FUEL CONSERVATION

- Direct routing of vehicles to and from job sites.
- Forward planning on upcoming jobs & future equipment needs.
- Evaluation of travel time vs. Overtime.
- Vehicle & equipment idle time.

#### WATER CONSERVATION

- Use reclaim water whenever available.
- Rain sensors on all irrigation systems.
- Use low flow drip & low volume spray heads.
- Using native plant material that are drought resistance.

#### MOISTURE MANAGEMENT

LMP, Inc. has partnered with the manufacturer and also distributors of Hydretain<sup>®</sup> to provide a moisture management aid as a moisture management option for our customers. We've had tremendous success in offering this to our customers which has proven to reduce water consumption, replacement turf and plant material costs not to mention water bills. Hydretrain<sup>®</sup> is a liquid blend of synergistic organic compounds which reduces watering requirements, by as much as 50%, for plant, shrubs, trees, grasses and food producing agriculture.

In addition, by providing proper moisture management, Hydretain® helps to increase plant survival rates, maximize crop production, extend flower life, and maximize fertilizer usage and aid in transplant survival. Hydretain® slows water loss in soils by attracting and holding moisture within soil particles. Also, as a result of reduced evaporation, the lateral movement of moisture into the vicinity of the root zone is dramatically improved. This moisture is then held within the treated soil, readily available to the root system. As water moves into the plant, through the normal process of osmosis, the treatment remains in place continually seeking and managing available moisture.

#### LMP LICENSES & CERTIFICATIONS

LMP, in accordance with the requirements specified within Florida Statute 482 (482.071), maintains at each of its locations copies of employee licenses from the Department of Agriculture and Consumer Services (DACS) as well as certificates from the Department of Environmental



Protection (DEP), the International Society of Arboriculture (ISA), and the Florida Nursery, Growers and Landscape Association (FNGLA) as well as other professional organizations. If the property should determine LMP is its service provider of choice then a copy of the required licenses will be provided for its records upon request.

First Name	Last Name	ВМР	Pesticide Applicator	Commercial Fertilizer Applicator	CPCO	ISA Certified Arborist	FNGLA Certification(s)
Alvaro	Balderrama	GV405725- 1					
Manuel	Barron	GV401468- 1					
Ismael	Bello	GV401469- 1					
Jacob	Bloodworth	GV406646- 1	JE271970				
Joseph	Bond	GV29832-1	JE207834	LF219744			
Javier	Bonilla	GV397827- 1					
Ricardo	Burgos		JE252127				
Nelson	Calderon	GV18173-2	JE186565	LF233541			
Scott	Carlson	GV11210-1					
Jose	Centeno		JE280378				
Kenyatta	Clayton	GV909032- 1					
Angel	Cruz		JE282568				
Fernando	Cruz		JE280389				
Michael	Davidson		JE116766				
Cristobal	De La Cruz	GV29835-1	JE144020	LF219748			
Carlos	Delgado Castro	GV909033- 1					
Aaron	Denhoff	GV19093-1					
Luis	Diaz		JE266583				
William "Bill"	Driskell, Sr	GV19062-1					
Stephen	Fletcher	GV19329-1	JE199332	LF219686			
David	Fontanez	GV401471- 1					
Diego	Francisco	GV397987- 1					
Trenard	Garner	GV909035- 1	JE280387				
Andres	Gaspar-Esteban	GV401614- 1	JE272345				
Candido	Gaspar-Juan		JE272937				
Carlos	Gomez	GV29838-1	JE201112	LF225682			
David	Gomez	GV4613-1					
	Gomez	GV12405-1	JE159363				



Edin	Gonzalez	GV397713- 1	JE184954				
Matthew	Gough	GV910380-	JE283985				
Sarbelio	Hernandez		JE282539				
Orlando	Jacinto		JE272938				
Rufino	Jahuey	GV397714- 1					
Leon	Jennings	GV4512-1	JE40598	LF223452	JF5986	FL-5259A	
Cristhian	Jimenez Torres	GV909036- 1					
Alejandro	Juarez		JE252128				
Felix	Laporte	GV402063- 1	JE255130				
Bobby	Law	GV12409-1	JE136722				
Bill	Leavens	GV20498-1	JE138769				
Auner	Lopez	GV397988- 1	JE243116				
Claudio	Lopez	GV405727- 1	JE272626				
Andres	Lopez	GV14789-1	JE257877				
David	Manfrin	GV29844-1					
Samuel	Martel	GV406648- 1					
Miguel	Martinez	GV401765- 1					
David	Mason	GV14131-2	JE174601	LF279730			
Andres	Melo Manuel		JE266670				
Esteban	Merida		JE284077				
Angel	Miron	GV397990- 1	JE284078				
Gabriel	Miron-Torres	GV397716- 1	JE201115				
Jimy	Molina	GV397991- 1	JE218002				
Angel	Monterroso	GV401763- 1					
Nery	Monterroso	GV405729- 1					
Edgardo	Navarro		JE252131				
Thomas	Nelson	GV12398-2					
Alex	Ortiz		JE280379				
Ledarin	Ragins		JE205518				
Sotero	Ramos		JE277849				
Vilvian	Ramos Gomez		JE279533				
Jose	Reyes	GV397993- 1					
Rafael	Reyes	GV406650- 1					
Garth	Rinard		JE29820		JF159948		
Jose	Rios	GV910340- 1	JE283843	LF284218			



Ruben	Rivero		JE280376			
Miguel	Rogel-Saldivar	GV32492-1	JE226730	LF231145		
Sergio	Rojas					
Victor	Romero-Alvarado	GV402065- 1	JE237110			
Victor	Rubio-Balli	GV401768- 1				
Jose	Ruiz Planas	GV397996- 1				
Paulino	Ruiz-Hernandez	GV401474- 1				
Nicholas	Sanborn		JE170039			
Luis	Santana		JE280377			
Steve	Small	GV29846-1	JE170038	LF219743		
Sean	Spencer	GV24336-1	JE170039	LF286565		
Robert	Tabone		JE52727	LF184018	JF250513	
Kevin	Toole	GV406651- 1				
Jose	Ugarte	GV402066- 1				
Randy	Vazquez		JE232542	LF233292		
Jose	Vazquez	GV34698-1	JE232537	LF233291		
Carlos	Velez, Jr.		JE282565			
Kelly	Vickers	GV36130-1				FCP H62 12182
Bonifacio	Villegas	GV23038-1	JE204496	LF219742		

## ASSETS & EQUIPMENT

#### **VEHICLES**

Year	Make	Model
1999	Ford	F-350
1999	Ford	F-550
2001	Ford	F-550
2001	International	4700
2002	Ford	F-350
2002	International	4300
2004	Ford	F-250
2004	Ford	F-250
2005	Isuzu	Spray
2006	Ford	F-350
2006	Ford	F-250
2006	Ford	F-250
2006	Ford	F-250
2006	Ford	F-150
2008	Ford	Ranger
2008	Ford	F-250



2008	GMC	Sierra 1500
2008	Ford	Ford
2008	Ford	F-250
2009	Ford	F-150
2010	Ford	F-250
2010	Ford	F-250
2010	Ford	F-150
2011	Ford	F-250
2011	Ford	F-250
2011	Ford	F-150
2011	Ford	F-250
2011	Ford	F-250
2011	Ford	F-450
2011	Chevy	Silverado 1500
2011	Ford	Escape
2011	Ford	F-150
2011	Ford	F-150
2011	Ford	F-250
2011	Ford	Ranger
2012	Ford	F-250
2012	Ford	F-150
2012	Ford	F-250
2013	GMC	Silverado 1500
2013	GMC	Silverado 1500
2013	Ford	F-150
2013	Ford	F-150
2013	Ford	F-250
2013	Ford	F-150
2014	Nissan	NV200



2014	Ford	F-250
2014	Nissan	NV200
2015	Ford	F-250
2015	Ford	F-250
2015	Chevy	Colorado
2015	Chevy	Colorado
2015	Nissan	NV200
2015	Nissan	NV200
2016	Chevy	Colorado
2016	Isuzu	NPR Crew Cab
2016	Isuzu	NPR Crew Cab
2016	Chevy	Colorado
2016	Chevy	Colorado
2016	Ford	F-250
2016	Ford	F-250
2016	Chevy	Colorado
2017	Ford	Escape
2017	Chevy	Colorado
2017	Ford	F-250
2017	Ford	Escape
2018	Isuzu	•
		NQR
2018	Isuzu	NQR
2018	Isuzu	NPR Crew Cab
2018	Isuzu	NPR Crew Cab
2018	Chevy	Colorado
2018	Chevy	Colorado
2018	Isuzu	NQR W/ DUMP BODY
2018	Chevy	Colorado
2018	Nissan	NV200
2018	Chevy	Colorado
2018	Isuzu	NPR Crew Cab
2018	Ford	Escape
2019	Chevy	Colorado
2019	Chevy	Colorado
2019	Chevy	Colorado

## mowers, hand held & other equipment

MANUFACTURER	QTY	DESCRIPTION
Bobcat	2	Skid steer Loader
Club Car	2	Golf Cart
Dolmar	1	Chain Saw
Eagle	1	Portable Air Compressor



Echo	1	Chain Saw	
ExMark	2	60" Mower	
ExMark	1	72" Mower	
ExMark	8	52" Walk behind Mower	
ExMark	5	21" Walk behind Mower	
Gravely	2	Blower	
Gravely	6	52"" Mower	
Gravely	3	60" Mower	
Gravely	15	52" Walk Behind Mower	
Gravely	1	Blower	
Honda	1	21" Push mower	
Husky	2	Air Compressor	
Husky	1	Generator	
Husqvarna	55	Blower	
Husqvarna	41	Backpack Blower	
Husqvarna	1	Chain Saw	
Husqvarna	10	Stick Hedger	
Husqvarna	39	Edger	
Husqvarna	31	Hedger	
Husqvarna	56	Trimmer	
Husqvarna	12	60" Mower	
Husqvarna	14	72" Mower	
Husqvarna	3	61"" Mower	
Husqvarna	1	60" Zero Turn Mower	
Husqvarna	2	Mower	
Husqvarna	9	52" Walk behind Mower	
Jacobsen	1	Batwing Mower	
John Deere	1	Gator 6X2 Wheel	
John Deere	1	Gator 4X2 Wheel	
John Deere	1	Wheel Loader	
Lesco	3	Spreader	
Lincoln Electric	2	Welder	
Little Wonder	1	Blower	
Little Wonder	1	Lawn Vacuum	
Ranger	1	Balancer	
Ranger	1	Tire Machine	
Stihl	1	Blower	
Stihl	6	Backpack Blower	
Stihl	20	Chain Saw	
Stihl	13	Pole Saw	



Stihl	1	Trimmer
Stihl	21	Stick Hedger
Stihl	6	Hedger
Stihl	25	Edger
Stihl	3	Trimmer
Toro	8	21" Push mower
Toro	1	Workman 3200
Toro	1	Lawn Tractor



#### CERTIFICATE OF LIABILITY INSURANCE

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

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).

tino oci tinodic doco not obine	rights to the sertificate floraer in fied of s	aon endorsement(s).	
PRODUCER		CONTACT Sue Russell, CIC	
Stahl & Associates Insurance, Inc.		(A/C, NO, EXT): (A/C, NO): (A/C, NO):	393-5623
110 Carillon Parkway		E-MAIL sue.russell@stahlinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
St. Petersburg	FL 33716	INSURER A: Westfield Insurance Company	24112
INSURED		INSURER B: Bridgefield Casualty Ins Co	10335
Landscape Maintena	nce Professionals Inc	INSURER C: Travelers Property Casualty Ins Co	36161
dba LMP		INSURER D:	
P O Box 267		INSURER E :	
Seffner	FL 33583-026	7 INSURER F:	
COVERACES	CERTIFICATE NUMBER. CI 191094	9476 PEVISION NUMBER	

COVERAGES CERTIFICATE NUMBER: CL1910949476 REVISION NUMBER:

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)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE COCCUR			CMM7817146	10/14/2019	10/14/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$ 5,000
Α							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
1	AUTOMOBILE LIABILITY			CMM7817146	10/14/2019	10/14/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
1	ANY AUTO						BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
1	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
1							PIP-Basic	\$ 10,000
	✓ UMBRELLA LIAB     ✓ OCCUR						EACH OCCURRENCE	\$ 5,000,000
С	EXCESS LIAB CLAIMS-MADE			3D 10/14/20	10/14/2019	0/14/2019   10/14/2020	AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	I N/A		19649070	08/01/2019	08/01/2020	PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EYECLITIVE						E.L. EACH ACCIDENT	\$ 1,000,000
l	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
А	Leased/Rented Equipment Scheduled Equipment			CMM7817146	10/14/2019	10/14/2020	Limit	75,000
							Limit/Deductible	1,552,482/2,500

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

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION PURPOSES ONLY	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  KILLY L PSEUL

## International Society of Arboriculture Certified Arborist™

## Leon Jennings

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director International Society of Arboriculture

Kevin Martlage

Director of Professional Development International Society of Arboriculture

FL-5259A

26 Feb 2005

30 Jun 2020

Certification Number

Certified Since

Expiration Date

State of



Florida

## Department of Agriculture and Consumer Services Bureau of Licensing and Enforcement

### CERTIFIED PEST CONTROL OPERATOR

**Number: JF159948** 

GARTH ADAM RINARD

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this

signature at Tallahassee Florida on June 5, 2017

Chief, Bureau of Licensing and Enforcement

14 tol. (c) 141

Adam H. Putnam Commissioner of Agriculture

### State of



### Florida

## Department of Agriculture and Consumer Services Bureau of Entomology and Pest Control

### CERTIFIED PEST CONTROL OPERATOR

Number: JF5986

### LEON BROOKS JENNINGS

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this

signature at Tallahassee, Florida on July 30, 2013

Chief Bureau of Entomology and Pest Control

Adam H. Putnam Commissioner of Agriculture

## STATE OF FLORIDA Bepartment of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

ST COMMANDER Y COMMANDER Y COMMANDER Y COMMANDER Y COMMANDER Y

Date May 15, 2019 File No. **JF5986**  Expires
June 1, 2020

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2020

A COMMONICAL ACTION ASSESSMENT OF A COMMONICAL ACTION OF A COMMONICA

LEON BROOKS JENNINGS

Lawn and Ornamental

6138 MISSION DR LAKELAND, FL 33812

NICOLE "NIKK!" FRIED COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

LEON BROOKS JENNINGS
CERTIFIED PEST CONTROL OPERATOR

JF5986

Cot here

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2020

nicole friel Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT OCC. CODE

**EXPIRES SEPTEMBER 30, 2020** 

ACCOUNT NO. 25734 RENEWAL

280.030000/LAWN MOWING/LANDSCAPING SERVICE(0-3 EMP)

**Employees** 

Receipt Fee

Hazardous Waste Surcharge

22.00 0.00

Law Library Fee 0.00

LANDSCAPE MAINTENANCE

BUSINESS PROFESSIONALS INC

13050 E 92 HWY

**DOVER, FL** 33527

2019 - 2020

LANDSCAPE MAINTENANCE PROFESSIONALS INC

**PO BOX 267** NAME

MAILING

SEFFNER, FL 33583

**ADDRESS** 

Paid 18-650-013187 09/24/2019 22.00

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR 813-635-5200 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2020

**Expires September 30th** 

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

ACCOUNT #:

89302

PASCO COUNTY FLORIDA

MIKE FASANO

TYPE OF BUSINESS LANDSCAPING SERVICE STATE LICENSE #

SIC CODE:

0781.01

OWNER/QUALIFYING AGENT CASTILLO ORLANDO JR, CARLSON SC

LANDSCAPE MAINTENANCE PROFESSIONALS INC

LOCATION ADDRESS: 26324 WESLEY CHAPEL BLVD LUTZ, FL 33559-7208

PO BOX 267

SEFFNER, FL 33583-0267

### **MOBILE BUSINESS**

DATE

RECEIPT

**AMOUNT** 

09/19/2019

19-1-127934

113.70

### Dear Business Owner:

Your 2020 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required. by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO PASCO COUNTY TAX COLLECTOR



EAST PASCO GOVERNMENT CENTER DADE CITY

WEST PASCO GOVERNMENT CENTER **NEW PORT RICHEY** 

TAX COLLECTOR BUILDING **GULF HARBORS** 



## Department of Agriculture and Consumer Services Bureau of Licensing and Enforcement

## **CERTIFIED PEST CONTROL OPERATOR**

Number: JF250513

ROBERT TABONE

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness the

Florida

signature at Tall hassed Florida on September 16, 201

Chief, Bureau of Licensing and Enforcemen

Adam H. Putnam Commissioner of Agriculture

FDACS 13618. 06/01



2616 Tarupa Lane Ruskin, FL 33570

Phone: (813) 376-6110 southshorelandscapeandlawn@gmail.com

Date: February 4, 2020

### **Maintenance Contract**

### **Prepared For:**

Mirabella

### **Maintenance:**

- 1. Mowing
  - a. Mow with a mulching power lawn mower that has sufficient horsepower to leave a neat, clean, and uncluttered appearance.
  - April through October (32 weekly mowings)
     November through March (10 biweekly mowings)
     Forty-two mowings per year.
  - c. All grass clippings on streets, curbs, sidewalks, and windowsills shall be blown at time of cutting. Cutting shall be bagged and removed from all areas only when necessary.
  - d. Collect trash and debris at each visit.
- 2. Edging
  - a. Edge all sidewalks, curbs, and plant beds weekly during the

growing season and not less than two times per month during the nongrowing season.

b. All clippings and debris from edging shall be blown and removed from the premises the same day the edging takes place.

### 3. Line Trimming:

a. Contractor shall clip around posts, building, lights, signs, trees, utility installations, sprinkler heads, project fences, pond structures, valves, top side and rear slant of the Berm at the time of each service to maintain a neat and clean appearance.

### 4. Weed Control of Beds:

- a. Ornamental beds will be "weeded out" every week year round and keep a neat, clean appearance.
- b. Ornamental beds shall be manually treated to maintain a reasonably weed-free condition.
- c. Crack weeds will be addressed at each visit.

### 5. Trimming, Shearing, and Pruning:

- a. All plants and trees up to 10 feet will be pruned and shaped throughout each calendar year as necessary or at least twice per month to insure the following:
- b. Maintain all sidewalks to eliminate over-hanging branches of foliage that obstruct and hinder pedestrian or motor traffic.
- c. Retain the individual plants natural form and prune to eliminate branches that are rubbing against walls.
- d. Remove dead, diseased or injured branches within the category of pruning.
- e. Large Palm trees over 12 feet will be trimmed at a cost of \$30 per tree upon request.

### Mulching:

1. High-grade mulch will be installed to all bed areas and other specified areas with a depth of 2 inches at a cost of \$50 per yard upon request.

### <u>Irrigation:</u>

- 1. South Shore, Inc. will assume all responsibility for any damaged sprinkler heads or control lines as a result to our trimming and edging.
- 2. Water flow will be checked by our irrigation technician monthly and plants will be kept from hindering the spraying of the irrigation heads. Proper amount of irrigation will be provided for maintaining health of plants and sod.
- 3. All sprinkler streams will be directed away from windows & walkways.

- 4. All pumps and clocks will be visually checked for any type of damage.
- 5. Damage not caused by South Shore, Inc. will be repaired at additional charge of \$75.00/hr labor plus the cost of parts.

### **Installation of Plants and Sod:**

- 1. 100 annuals will be installed quarterly at the main entrance and will be fertilized for peak performance. (Price included in the contract)
- 2. St. Augustine turf will be installed at a cost of \$0.90 per square foot.
- 3. Shrubs will be installed at a cost of \$10.95 each for 3 gallons plus labor at a rate of \$20.00 per hour for one employee.

### <u>Fertilization and Control of Lawn Insects:</u> <u>Licencse # JB184795</u>

- 1. South Shore Landscape and Lawn, Inc. will apply a slow release granular fertilizer to the St. Augustine turf areas a minimum of four times throughout the year.
- 2. Ornamental plants and shrubs will also have an application of a 6 month slow release granular fertilizer twice throughout the year.
- 3. Pesticide will be applied under the category IPM (Integrated Pest Management) each month as needed.
- 4. Pre-emergent and other herbicides will be applied for the control of weeds each month as needed.
- 5. South Shore Landscape and Lawn, Inc. will analyze the condition of the turf and shrubs weekly and any visible damage will be corrected in an extremely timely manner. (Price included in the contract)

### **Communication:**

1. Contractor shall have a liaison person with the client to respond and confirm all issues with the property.

### **Services Notes:**

- 1. The President of South Shore Landscape and Lawn, Inc. will personally oversee property.
- 2. In case of bad/severe weather (rain), the property will be serviced on the first day possible when the turf is sufficiently dry to prevent lawn mower damage to the turf.

Terms: This agreement shall remain in force for a period of one year, beginning, 2020 through, 2021. This agreement shall automatically be renewed at the annual fees stated if both parties have not executed a new agreement. Either party has the right to terminate the contract without cause by providing thirty days written notice. In the event that either party terminates this agreement before the expiration of its full term, and the customer is on a payment plan, South Shore reserves the right to collect from the customer the actual cost of the services rendered.		
Maintenance Cost:		
Irrigation Wet Check Pest Control & Fertilization Maintenance	\$85.00 \$75.00 \$1,600.00	
Monthly Total: Annual Total:	\$1,760.00 \$21,120 .00	
Mark Macaluso President		
Mark Macaluso		
Accepted by:	Date:	



Landscape Maintenance Services Proposal prepared for

## Mirabella CDD Addendum

February 06, 2020



February 06, 2020

Nicole Hicks Community Manager Meritus Corporation 2005 Pan Am Circle Dear Nicole;



Re: Landscape Maintenance Services Addendum Proposal for Mirabella CDD

Thank you for considering continuing your partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for Mirabella CDD Addendum. We have added the services you requested into the total overall contract, and this will be reflectwd in the last ninty days of our current agreement.

Within your Plan for Success please make special note of the following section:

• Agreement & Your Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Bill Simpson,
Business Development Manager
Yellowstone Landscape
(901) 268-2607
bsimpson@yellowstonelandscape.com



Client Name: Meritus Corporation Property Name: Mirabella CDD Addendum

Billing Address: 2005 Pan Am Circle Property Address: 14316 Romeo Blvd Riverview,

**Yellowstone Contact:** 

FL 33579

Property Contact: Nicole Hicks Contractor: Yellowstone Landscape

PO Box 849 Bunnell, FL 32110

Bill Simpson

(901) 268-2607

The Client agrees to engage

Yellowstone Landscape to

FO BOX 649

Property Contact nicole.hicks@merituscorp.com

Email:

Property Contact (813) 873-7300

Yellowstone Contact bsimpson@yellowstonelandsca
Email: pe.com

Phone:

Yellowstone Contact

Contract Effective February 1, 2020 Phone:

Date:

Contract April 30, 2020 Yellowstone Scope of Services:

provide the services and work described in the

Initial Term: Ninty (90) Days

Compensation Schedule:

The Client agrees to pay Yellowstone Landscape \$30,773.40 annually, in equal monthly installments billed in the amount of \$2,564.40 upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Meritus Corporation

SIGNATURE
Nicole Hicks

Printed Name: Brian Wester

Printed Name: Nicole Hicks

158

# EXHIBIT "A" LANDSCAPE MANAGEMENT SERVICES PRICING SHEET

## MIRABELLA CDD ADDENDUM

Core Maintenance Services	
Mowing & General Maintenance Includes Mowing, Edging, String Trimming, & Cleanup	\$20,100.46
IPM Includes Fertilization & Pest Control Applications	\$3,362.22
Irrigation Inspections Includes monthly wet checks of the existing irrigation sysytem	\$2,053.32
Mulch Application Mulch application performed once annually	\$3,769.96
Palm Pruning Palms are pruned once annually	\$385
Annual Flowers Three changes of seasonal flowers annually	\$1,102.44
Total	\$30,773.40

Grand Total Annual:	\$30,773.40
Grand Total Monthly:	\$2,564.45

## EXHIBIT "B" PERFORMANCE STANDARDS

### MIRABELLA CDD ADDENDUM

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment.

Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Mowing	40
IPM - Fertilization & Pest Control	6
Irrigation Inspections	12
Mulch	1
Palm Pruning	1
Annual Flowers	3

#### TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation maybe issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to: Yellowstone Landscape, PO Box 101017, Atlanta, GA 30392-1017.

**Termination for Cause:** If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the reperformance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: By entering into this Agreement, the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1.000.000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30)days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God,governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or inequity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

### Dean's Electrical Service

15433 N. Florida Ave.

Tampa Fl. 33613

(813) 961-8406 Office

(813) 932-0708 Fax

To: Meritus Corp.

Job Name: Mirabella

Description: Misc. electrical work at Pool house / Mail Kiosk

Dean's Electrical Service submits specifications and estimates to supply and install the following:

- 1- Supply and install LED light fixture in center of ceiling at mail kiosk, light to be controlled by photo-cell
- 2- Install motion sensor devices in both the mens and womens restrooms to control lighting.
- 3- Add 2 LED wall pack fixtures to rear pool area. Lights to be controlled by a seperate time clock installed in the equipment / electrical room.

We propose hereby to furnish materials and labor-complete in accordance with the above specifications or scope of work for the sum of \$1975.00.

Payment to be made as follows: Upon Completion.

All material is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard practices. Any alteration or deviation from the above specification or scope of work involving extra cost will be executed only upon a written change order and will become an extra cost over the above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. All invoices are due and payable 15 days of date of invoice. Any delinquent accounts will be subject to a monthly service charge of 1 1/2% per month. Should we incur cost or expense in collecting per the terms of this agreement, the undersigned agrees to pay all costs and expenses including reasonable attorney's fees.

Payment will be as outlined above.	
Signature	Date
Authorized SignatureDavid Kelly	yDate1/29/2020
David Kelly, Dean's Electrical Service	

Acceptance Of Proposal: The above prices, specifications and conditions are

satisfactory and hereby accepted. You are authorized to proceed with the work as specified.



**Proposal Submitted to:** January 30, 2020

Mirabella Ph:

**Attention Nicole Hicks** Fax/Email:

Nicole.hicks@merituscorp.com Job Description: Misc. Electrical **Location: 14306 Romeo Blvd** 

Proposal #2020 5214 Wimauma FL 33598

WE PROPOSE a complete electrical installation including all labor, material, code requirements and completed in accordance with the below specifications.

### Miscellaneous Electrical Work for Pool House and Mailbox Kiosk:

Installation of new underground circuitry using PVC conduit from existing electrical pool panel to the mailbox kiosk. Install PVC conduit up the side of kiosk to center of ceiling. Install (1) new LED vapor proof outdoor rated light fixture. Pull in new circuitry through new conduit and wire into new fixture. Install new breaker and photocell to control new light.

Remove and replace (2) decora style single pole switches with new occupancy sensors (1 for each restroom).

Installation of new 120v circuit from existing electrical panel inside of clubhouse to exterior rear wall of clubhouse. Run new circuitry through attic, penetrate through rear soffit to (2) newly installed electrical boxes. Install (2) integrated LED light fixtures on back wall to illuminate covered lanai area. Install new timer clock to control new lights inside of electrical room. Make all connections, check for proper operation.

Total Proposal: \$3,430

### \*\*\*Optional\*\*\*

Installation of (1) 120/240-volt single phase surge arrestor on main electrical panel. Provides protection against lightning and electrical surges. Includes 5-year manufacturer warranty.

Additional: \$650.00

### **Notes/Comments:**

All material provided by Owens Electric is protected by a comprehensive (1) year warranty. All labor provided by Owens Electric is protected by a comprehensive (90) day warranty. All work performed as per National Electrical Code (NEC) 2014 Edition unless otherwise noted.



### **Exclusions in Proposal:**

- 1.) Any unforeseen code violation requiring additional service.
- 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
- 3.) Any outside lighting (i.e. landscape, security, sign, low voltage lighting) not listed above.
- 4.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.

PAYMENT SCHEDULE AS FOLLOWS:	50% upon approval:	<b>\$1,715</b>
	50% upon completion:	\$1,715

Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.

Authorized Signature:	
	Matthew Aloy



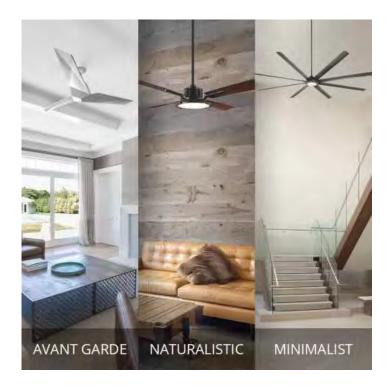
### ACCEPTANCE OF PROPOSAL 2020\_5214

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date:	Print Name:	Signature:
Date	Time Name.	Digitature.

### Integrated Smart Home Solutions at your Fingertip

Modern Forms smart fans are engineered to make your life easier every day. Our free iOS or Android compatible app enables advanced control functionality: Sync with the exclusive Modern Forms app to control fan speed & light kit, use smart features like adaptive learning, create groups, integrate with popular smart home technologies, and reduce energy costs.



### 32 Designs to Choose From

Modern Forms creates future–forward fans and luminaires that provide energy savings and outstanding efficiency. Our dedication to doing things the right way goes beyond our love for amazing products. Modern Forms smart fans include over 32 design options to choose from. Whether you're shopping for modern, contemporary, or traditional, we have a smart ceiling fan for you.



### Modern Forms Smart Fan Features

Modern Forms smart fans are incredibly simple to work with – every Modern Forms fan is wet location listed for both indoor & outdoor use. Our ceiling fans are manufactured with 6-speed brushless DC motors that are silent and energy-efficient. Every Modern Form fan pair with the smart home tech you know and love, including Google Assistant, Amazon Alexa, Samsung Smart Things, and Ecobee.



### **Multiple Control Options**

All Modern Forms smart fans can be controlled by any iOS or Android device, an RF wall control that is included with every ceiling fan, or a wireless remote control that is sold separately (RF-C-WT). Wall controls and remotes can be paired with up to 4 fans. The Modern Forms app is available for download free of charge through the iTunes or Google Play Stores.

Was this content useful?

No



Description		^
	Show More	
Weights & Dimensions		~
Specifications		^
Additional Documents		
Energy Guide (.pdf)		
Features		
Fan Type	Standard	
Mounting	Downrod; Angled	

Room Size

than 18 Y 201 171

Small rooms (up to 8 X 10); Medium rooms (up to 12 X  $\,$ 

14); Large rooms (up to 18 X 20); Great rooms (larger

Fan Body Material	Metal
Light Kit Included	Yes
Blades Included	Yes
Blade Pitch	13 Degrees
Blade Material	ABS Thermoplastic
Removable Blades	Yes
Number of Blades Accommodated	3
Dry, Damp or Wet Location Listed	Wet
What is Dry Damp or Wet Location Listed	This indicates whether the fixture is safe to use in dry locations, damp locations (moist environments), or wet locations (direct exposure to water).
Fan Control Compatibility	Remote Control; Wall Control
Compatible Sloped Ceiling Kit Part Number	XF-SCK
Smart Enabled	Yes
Shade Included	Yes
Shade Finish	White
Shade Material	Glass
Number of Speeds	6

DC Motor	Yes
Reversible Motor	Yes
Heat Ceiling Fan	Yes
Maximum RPM	176
Maximum Airflow	5800 CFM
Airflow Efficiency	204
Product Care	Wipe clean with a dry cloth
Sloped Ceiling	Yes
Low Noise	Yes
Fan Motor Wattage	28 Watts
Compatible Parts	Light kit; Sloped Ceiling Kit; Light Kit Shades; Remote
	Control; Fan/Light Wall Control
Light Kit Type	Control; Fan/Light Wall Control Integrated
Light Kit Type	Integrated
Light Kit Type  Number of Lights	Integrated 1
Light Kit Type  Number of Lights  Dimmable	Integrated  1 Yes
Light Kit Type  Number of Lights  Dimmable  LED Dimmable	Integrated  1 Yes Yes

1110 L....

Integrated IED Drightness (Lumana)

173

iniegraiea LED brigniness (Lumens)	IIIU Lumens
Integrated LED Wattage	14 Watts
Integrated LED Rated Lifespan	100000 Hours
Integrated LED Color Rendering Index (CRI)	90
What is Integrated LED	This indicates that an LED light is built into the fixture. Integrated LED lights are more energy efficient and can last up to 50,000 hours. They cannot be replaced by the customer.
Independent Light	Yes
Downlight	Yes
Compatible Fan Remote Part Number	F-RC-WT
Compatible Light Wall Control Part Number	F-WC-WT, F-TS-BK, F-TS-WT
Compatible Fan Wall Control Part Number	F-WC-WT, F-TS-BK, F-TS-WT
Compatible Fan/Light Wall Control Part Number	F-WC-WT, F-TS-BK, F-TS-WT
Supplier Intended and Approved Use	Residential Use; Non Residential Use
Voltage	120 Volts
Smart Home Hub Compatibility	Amazon Echo; Google Assistant; Samsung SmartThings; Zigbee; Z-Wave
Fan Control Parts Included	Wall Control
Country of Origin	China

### Assembly

Installation Required	Hardwired		
Warranty			
Commercial Warranty	Yes		
Product Warranty–	Yes		
Full or Limited Warranty	Limited		
Warranty Details	5 years LED module, lifetime on the motor, and 1 year for all other parts.		
Specifications			
Certifications	Yes		
ISO 14000 Certified	Yes		
ISO 14001 Certified	Yes		
ISO 9000 Certified	Yes		
ISO 9001 Certified	Yes		
Commercial OR Residential Certifications	Yes		
Energy Star Compliant	Yes		
ETL Listed	Yes		
cETL Listed	Yes		

### MIRABELLA COMMUNITY DEVELOPMENT DISTRICT

1 November 7, 2019 Minutes of the Regular Meeting 2 3 4 Minutes of the Regular Meeting 5 6 The Regular Meeting of the Board of Supervisors for Mirabella Community Development 7 District was held on Friday, November 7, 2019 at 6:00 p.m. at the offices of Meritus, located at 8 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607. 9 10 11 1. CALL TO ORDER/ROLL CALL 12 13 Nicole Hicks called the Regular Meeting of the Mirabella Community Development District to 14 order on Friday, November 7, 2019 at 6:00 p.m. 15 16 Board Members Present and Constituting a Quorum at the Onset of the Meeting: 17 Demetrius Rose Chair 18 Troy Gough Vice Chair 19 Mindy Jacobson Supervisor 20 **Kyle Matthews** Supervisor 21 22 Staff Members Present: 23 Nicole Hicks District Manager, Meritus District Manager, Meritus 24 Gene Roberts 25 Kristen Schalter District Counsel, Straley Robin Vericker 26 27 There were approximately 20 residents present. 28 29 30 2. PUBLIC COMMENT ON AGENDA ITEMS 31 32 The community officer and District Counsel introduced themselves. 33 34 There were no audience questions or comments on agenda items. 35 36 37 3. BUSINESS ITEMS 38 A. Discussion on Community Enhancement Proposals 39 40 The Board reviewed the current proposals and prices and agreed they would like some additional 41 proposals for the next meeting. The Board also discussed the scope for landscaping services and 42 having additional items added to the contract. 43 44 **B.** General Matters of the District 45 46 The Board requested to be made aware if there is a clubhouse rental. 47

Supervisor Matthews said he came to the Meritus office and went through the bond information. Unfortunately, due to the terms of the bond, the bond cannot be refinanced right now. The Board then discussed the financial status of the community.

### 4. CONSENT AGENDA

## A. Consideration of Minutes of the Public Hearing & Regular Meeting August 22, 2019

The Board reviewed the meeting minutes.

MOTION TO:	Approve the August 22, 2019 meeting minutes.
MADE BY:	Supervisor Jacobson
SECONDED BY:	Supervisor Gough
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

### B. Consideration of Operations and Maintenance Expenditures August 2019

The Board reviewed the August 2019 O&Ms.

MOTION TO:	Approve the August 2019 O&Ms.
MADE BY:	Supervisor Jacobson
SECONDED BY:	Supervisor Gough
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

### C. Consideration of Operations and Maintenance Expenditures September 2019

The Board reviewed the September 2019 O&Ms.

81	MOTION TO:	Approve the September 2019 O&Ms.
82	MADE BY:	Supervisor Gough
83	SECONDED BY:	Supervisor Rose
84	DISCUSSION:	None further
85	RESULT:	Called to Vote: Motion PASSED
86		4/0 - Motion passed unanimously

#### 89 D. Review of Financial Statements Month Ending September 30, 2019 90 91 The Board reviewed and accepted the financials. 92 93 94 5. VENDOR/STAFF REPORTS 95 A. District Counsel 96 97 Ms. Schalter said she would do some research on the bonds. 98 99 **B.** District Engineer 100 C. District Manager 101 102 There were no additional reports from vendors or staff at this time. 103 104 6. SUPERVISOR REQUESTS AND COMMENTS 105 106 107 There were no supervisor requests. 108 109 7. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM 110 111 A resident asked about speeding in the community. It was explained that they are County roads 112 113 and the County will not pay for speed bumps. 114 115 8. ADJOURNMENT 116 117 MOTION TO: 118 Adjourn at 7:19 p.m. 119 MADE BY: Supervisor Gough 120 SECONDED BY: Supervisor Rose 121 DISCUSSION: None Further 122 **RESULT**: Called to Vote: Motion PASSED 123 4/0 – Motion Passed Unanimously

124 125

126 127	*Please note the entire meeting is a	available on disc.			
128 129	*These minutes were done in summary format.				
130 131 132 133	considered at the meeting is advis	al any decision made by the Board with respect to any matter ed that person may need to ensure that a verbatim record of the testimony and evidence upon which such appeal is to be			
134 135 136 137	Meeting minutes were approved at a meeting held on	meeting by vote of the Board of Supervisors at a publicly noticed			
138 139 140	Signature	Signature			
141 142	Printed Name	Printed Name			
143 144 145 146 147	Title: □ Chairman □ Vice Chairman	Title: □ Secretary □ Assistant Secretary			
148 149		Recorded by Records Administrator			
150 151 152 153 154 155 156		Signature  Date			
	Official District Seal				

## Mirabella Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract	Humber	Amount	Total	Commence; Description
Aquatic Systems, Inc.	458541	\$ 183.00		Lake & Wetland Services - October
Meritus Districts	9324	2,260.00		Management Services - October
Yellowstone	SS57099	2,440.50		Landscape Maintenance - October
Zebra Cleaning Team, Inc.	3332	750.00		Pool Cleaning - October
Monthly Contract Sub-Total		\$ 5,633.50		
Variable Contract				
Egis	9998	\$ 7,601.00		Insurance - 10/01/19-10/01/20
Straley Robin Vericker	17595	348.70		Professional Services - General - thru 10/15/19
Variable Contract Sub-Total		\$ 7,949.70		
Utilities				
BOCC	0712968155 101419	\$ 128.01		Water Service - thru 10/05/19
Spectrum	075386602100819	84.99		Internet Service - thru 11/05/19
Tampa Electric	211003638973 101519	86.69		Electric Service - thru 10/10/19
Tampa Electric	211003639179 101519	1,096.38		Electric Service - thru 10/09/19
Tampa Electric	211003639344 101519	570.18		Electric Service - thru 10/10/19
Tampa Electric	211003639526 101519	594.94	\$ 2,348.19	Electric Service - thru 10/09/19
Utilities Sub-Total		\$ 2,561.19		
Regular Services				
DEO	74306	\$ 175.00		Special District Fee - 10/01/19
Lerner Reporting Services, Inc.	190	5,000.00		FY20 Disclosure Fee - 10/14/19
Ryder Residential Services	84	260.00		Development Cleaning - September
Ryder Residential Services	91	282.00	\$ 542.00	Development Cleaning - October
Suzanna Kimball	SK100119	45.00		Pool Bathroom Cleaning Services -

# Mirabella Community Development District Summary of Operations and Maintenance Invoices

	Invoice/Account		Vendor	
Vendor	Number	Amount	Total	Comments/Description
				10/01/19
Suzanna Kimball	SK100819	45.00		Pool Bathroom Cleaning Services - 10/08/19
Suzanna Kimball	SK101619	45.00		Pool Bathroom Cleaning Services - 10/16/19
Suzanna Kimball	SK102219	45.00		Pool Bathroom Cleaning Services - 10/22/19
Suzanna Kimball	SK102919	115.00	\$ 295.00	Pool Bathroom & Clubhouse Cleaning Services - 10/29/19
Tampa Bay Times	20226 100419	327.00		Meeting Schedule - 10/04/19
Regular Services Sub-Total		\$ 6,339.00		

Additional Services		
Additional Services Sub-Total	\$ 0.00	

TOTAL:	\$ 22,483.39	

Approved (with any necessary revisions noted):

Signature Printed Name

Title (check one):

[] Chairman [] Vice Chairman [] Assistant Secretary

# REVIEWEDdthomas 10/30/2019

# Aquatic Systems, Inc., a SOLitude Lake Management Company

take & Wetland Management Services 2100 NW 33<sup>rd</sup> Street Pompano Beach, FL 33069 800-432-4302

> Mirabella C/O Meritus 2005 Pan Am Circle #300 Tampa, FL 33607

> > UAR 6391007

# **Invoice**

INVOICE DATE: 10/1/2019
INVOICE NUMBER: 0000458541
CUSTOMER NUMBER: 0070290

PO NUMBER:

PAYMENT TERMS: Net 30

Received

OCT 02 2019

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - October		183.00	183.00

SALES TAX: (0.0%)

\$0.00

LESS PAYMENT:

\$0.00

**TOTAL DUE:** 

\$183.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.

MAKE CHECKS PAYABLE TO: Aquatic Systems, Inc.

DATE:

10/1/2019

MAKE CHECKS PAYABLE TO: Aquatic Systems, Inc.

INVOICE NUMBER:

0000458541

Address Changes (Note on Back of this Slip)

CUSTOMER NUMBER:

0070290

\*Please include contact name and phone number\*

**TOTAL AMOUNT DUE:** 

\$183.00

Aquatic Systems, Inc., a Solitude Lake Management Company 2100 NW 33rd Street Pompano Beach, FL 33069

AMOUNT PAID:

# REVIEWEDdthomas 9/23/2019

# **Meritus Districts**

2005 Pan Am Circle Suite 300 Tampa, FL 33607

Voice: 813-397-5121 Fax: 813-873-7070

ı	III. III.	1 1	1	1	0	C
Ш		W	U		0	K

Invoice Number: 9324

Invoice Date: Oct 1, 2019

Page:

1

Bill To:	Ship to:
Mirabella CDD	
2005 Pan Am Circle	
Suite 300	
Tampa, FL 33607	

Customer ID	Customer PO	Payment T	erms
Mirabella CDD		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		10/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - October		2,250.00
		Postage - August		10.00

Subtotal	2,260.00
Sales Tax	
Total Invoice Amount	2,260.00
Payment/Credit Applied	
TOTAL	2,260.00





### **Bill To:**

Mirabella CDD c/o Meritus 2005 Pan Am Cir Suite 300 Tampa, FL 33607

Property Name: Mirabella CDD

# INVOICE

INVOICE#	INVOICE DATE
SS 57099	10/1/2019
TERMS	PO NUMBER
Net 30	

## Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: October 31, 2019

Invoice Amount: \$2,440.50

Description Current Amount

Monthly Landscape Maintenance October 2019

\$2,440.50

**Invoice Total** 

\$2,440.50

IN COMMERCIAL LANDSCAPING



# Thanks For Your Business!

# **INVOICE**

Zebra Cleaning Team, Inc. P.O. BOX 3456 APOLLO BEACH, FL 33572 813-458-2942

TO Mirabella 10635 county rd. 672 DATE: OCTOBER 14, 2019
INVOICE #3332
EXPIRATION DATE

PAYMENT DUE DATE TECHNICIAN JOB SITE INSTALLATION DATE **TERMS** Lance Wood LINE TOTAL QTY ITEM# DESCRIPTION UNIT PRICE pool cleaning October \$750.00 SUBTOTAL SALES TAX

### **Comments:**

\$750.00

TOTAL



Mirabella Community Development District c/o Meritus 2005 Pan Am Circle, Suite 120 Tampa, FL 33607

# INVOICE

Customer	Mirabella Community Development District
Acct#	796
Date	10/07/2019
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information		
Invoice Summary	\$	7,601.00
Payment Amount		
Payment for:	Invoice#9998	
100119725		

Thank You

Please detach and return with payment

Customer: Mirabella Community Development District

nvoice	Effective	Transaction	Description	Amount
9998	10/01/2019	Renew policy	Policy #100119725 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 10/7/2019	7,601.00
			Property - \$ 2476 Gen. Liab - \$ 2819 Pubort \$ 2306	

7,601.00

**Thank You** 

FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

939	Date
com 10/0	07/2019
ors.c	ors.com 10/

# **Straley Robin Vericker**

1510 W. Cleveland Street
Tampa, FL 33606
Telephone (813) 223-9400 \* Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

Mirabella CDD c/o MERITUS DISTRICTS 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607 October 22, 2019

Client: Matter: 001295 000001

Invoice #:

17595

Page:

1

RE: General

For Professional Services Rendered Through October 15, 2019

# SERVICES

Date	Person	Description of Services	Hours	
9/16/2019	KMS	REVIEW ORDINANCES AND RULES OF PROCEDURE.	0.4	
9/24/2019	JMV	REVIEW EMAIL FROM N. HICKS; DRAFT EMAIL TO N. HICKS.	0.2	
9/26/2019	LB	PREPARE DRAFT QUARTERLY REPORT TO DISSEMINATION AGENT FOR SERIES 2013 BONDS; PREPARE DRAFT QUARTERLY REPORT TO DISSEMINATION AGENT FOR SERIES 2015 BONDS.	0.3	
10/3/2019	JMV	PREPARE QUARTERLY DISTRICT COUNSEL UPDATE FOR BOND DISSEMINATION AGENT.	0.3	
10/7/2019	LB	FINALIZE QUARTERLY REPORT FOR PERIOD ENDED SEPTEMBER 30, 2019 RE SERIES 2013 BONDS; PREPARE EMAIL TO DISSEMINATION AGENT TRANSMITTING SAME; FINALIZE QUARTERLY REPORT FOR PERIOD ENDED SEPTEMBER 30, 2019 RE SERIES 2015 BONDS; PREPARE EMAIL TO DISSEMINATION AGENT TRANSMITTING SAME.	0.3	
		Total Professional Services	1.5	\$342.50

## PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	0.5	\$152.50
KMS	Kristen M. Schalter	0.4	\$100.00
LB	Lynn Butler	0.6	\$90.00

October 22, 2019

Client:

Matter:

001295 000001

Invoice #:

17595

Page:

2

# DISBURSEMENTS

Date	Description of Disbursements		Amount
8/16/2019	Postage		\$2.90
9/13/2019	Photocopies (22 @ \$0.15)		\$3.30
		Total Disbursements	\$6.20
		Total Services	\$342.50
		Total Disbursements	\$6.20
		Total Current Charges	\$348.70

**PAY THIS AMOUNT** 

\$348.70

Please Include Invoice Number on all Correspondence





Hillsborough **County Florida** 

**CUSTOMER NAME** MIRABELLA CDD

Service Address: 14306 ROMEO BLVD

S-Page 1 of 1

METER	PREVIOUS	PREVIOUS	PRESENT	PRESENT	CONSUMPTION	READ	METER
NUMBER	DATE	READ	DATE	READ	(IN GALLONS)	TYPE	DESCRIPTION
53136726	09/10/2019	4434	10/05/2019	4523	8900	ACTUAL	WATER

Comica Address Changes	
Service Address Charges	
Customer Bill Charge	\$4.21
Purchase Water Pass-Thru	\$26.08
Water Base Charge	\$14.63
Water Usage Charge	\$7.11
Sewer Base Charge	\$35.40
Sewer Usage Charge	\$40.58
Total Service Address Charges	\$128.01

Summary of Account Charges	
Previous Balance	\$77.23
Net Payments - Thank You	(\$77.23)
Total Account Charges	\$128.01
AMOUNT DUE	\$128.01

BILL DATE

10/14/2019

**DUE DATE** 

11/04/2019

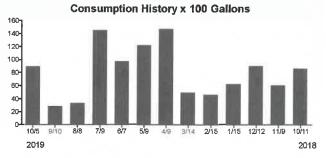
**ACCOUNT NUMBER** 

0712968155

Important Message

Do you have a large yard with high water irrigation usage? Call Paula Staples, UF/IFAS Extension Hillsborough County, (813) 744-5519 X 54142, to see if a free irrigation evaluation can help lower your outdoor water use and conserve water for our future.

The Board approved a rate increase of 4.74% effective October 1, 2019. For additional information please visit our webpage: http://HCFLGov.net/Water and select Water Rates & Fees.





Make checks payable to: BOCC

**ACCOUNT NUMBER: 0712968155** 

OCT 21 2019

### ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526 Internet Payments: HCFLGov.net/WaterBill Additional Information: HCFLGov.net/Water



# THANK YOU!

<u>իրին հետևիկիկին ին ին իրին իրին իրին հետևինին</u>

MIRABELLA CDD 2005 PAN AM CIR STE 300 TAMPA FL 33607-6008

DUE DATE	11/04/2019	
AMOUNT DUE	\$128.01	
AMOUNT PAID		



October 8, 2019

Invoice Number: 075386602100819 Account Number: 0050753866-02

Security Code:

3706

Service At:

14306 ROMEO BLVD WIMAUMA, FL 33598-0016

### **Contact Us**

Visit us at **SpectrumBusiness.net** Or, call us at 1-877-824-6249

# Summary Services from 10/06/19 through 11/05/19 details on following pages

Previous Balance	84.99
Payments Received - Thank You	-84.99
Remaining Balance	\$0.00
Spectrum Business™ Internet	84.99
Current Charges	\$84.99
Total Due by 10/23/19	\$84.99

# Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.

# Spectrum BUSINESS

4145 S. Falkenburg Rd Riverview, FL 33578-8652 7635 1610 NO RP 08 10082019 NNNNNY 01 000581 0002

MIRABELLA CDD 2005 PAN AM CIR TAMPA FL 33607-2529

<u> Քիմիրդորդիլնվելիցիցիլիցինութենութեննենի</u>

### **SPECTRUM BUSINESS NEWS**

Keep your business running at its best with reliable business phone. Get Advanced Voice featuring unlimited long distance calling and 35+ calling features for \$29.99 when bundled. Call 1-877-838-7749 today!

Keep your business running at its best with the great TV your customers demand. Get over 45+ top channels and the service to keep your customers happy. Call 1-877-838-7749 to get affordable, reliable TV service for your business today!



October 8, 2019

**MIRABELLA CDD** 

Invoice Number: 075386602100819 Account Number: 0050753866-02

Service At: 14306 ROMEO BLVD

WIMAUMA, FL 33598-0016

Total Due by 10/23/19

\$84.99

Amount you are enclosing

Réceived

OCT 15 2019

Please Remit Payment To:

BRIGHT HOUSE NETWORKS PO BOX 790450 SAINT LOUIS, MO 63179-0450

վիրակարկիրինակիակիակիրինորիների

Page 2 of 4

October 8, 2019

Invoice Number: Account Number: Security Code: MIRABELLA CDD 075386602100819 0050753866-02

3706



### Contact Us

Visit us at **SpectrumBusiness.net** Or, call us at 1-877-824-6249

7635 1610 NO RP 08 10082019 NNNNNY 01 000581 0002

# Charge Details

Previous Balance		84.99
Payments Received - Thank You	09/28	-84.99
Remaining Balance		\$0.00

Payments received after 10/08/19 will appear on your next bill.

### Services from 10/06/19 through 11/05/19

Spectrum Business™ Internet	
Spectrum Business Internet Plus Promo Discount	109.99 -25.00
	\$84.99
Spectrum Business™ Internet Total	\$84.99
Current Charges	\$84.99
Total Due by 10/23/19	\$84.99

### **Billing Information**

**Tax and Fees** - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

**Terms & Conditions** - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - For your convenience, if you provide a check as payment, you authorize Spectrum Business to use the information from your check to make a one-time electronic funds transfer from your account. If you have any questions, please call our office at the telephone number on the front of this invoice. To assist you in future payments, your bank or credit card account information may be electronically stored in our system in a secure, encrypted manner.

**Complaint Procedures** - You have 60 days from the billing date to register a complaint if you disagree with your charges.



Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support.

# Your WAY can be the GREEN way! GO GREEN with Spectrum Business.

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to **Spectrumbusiness.net**. Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card Credit Card Electronic Funds Transfer
- · Receive a quick summary of your account at any time
- Access up to 6 months of statements



### **Payment Options**

Pay Online - Create or Login to pay or view your bill online at Spectrumbusiness.net .

Pay by Mail - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call 1-877-824-6249.





tampaelectric.com



Statement Date: 10/15/2019 Account: 211003638973

Current month's charges: \$86.69
Total amount due: \$86.69
Payment Due By: 11/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 10705 COUNTY ROAD 672 RIVERVIEW, FL 33579-8410

## **Your Account Summary**

Previous Amount Due
Payment(s) Received Since Last Statement
Current Month's Charges

**Total Amount Due** 

\$100.67 -\$100.67 -\$86.69



Always assume that a downed power line is energized. Visit **tampaelectric.com/safety** for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

# Go solar now! No roof required.

Sun Select shared solar is a simple way to have solar, whether or not a rooftop system is an option for you. Go to **tampaelectric.com/sunselect** to see why Sun Select makes sense for you, the community, and the environment.



REVIEWEDdthomas 10/28/2019

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211003638973

Current month's charges: \$86.69

Total amount due: \$86.69

Payment Due By: 11/05/2019

Amount Enclosed \$

614346227471

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607



00000056-0000592-Page 9 of 18



# **ACCOUNT INVOICE**

tampaelectric.com

Multiplier

Account:

211003638973

Statement Date:

10/15/2019

Current month's charges due 11/05/2019



# Details of Charges - Service from 09/12/2019 to 10/10/2019

Service for: 10705 COUNTY ROAD 672, RIVERVIEW, FL 33579-8410

Rate Schedule: General Service - Non Demand

Meter Location: SIGN-IRR

Meter Number	Read Date	Current Reading	-	Previous = Reading	Total U	sed
K29671	10/10/2019	58,798		58,072	726 kV	/h
Basic Service	Charge				\$18.14	
Energy Charge	e		726 kWh	@ \$0.05916/kWh	\$42.95	
Fuel Charge			726 kWh	@ \$0.03227/kWh	\$23.43	
Florida Gross	Receipt Tax				\$2.17	
Electric Servi	ce Cost					\$86.69
<b>Total Curr</b>	rent Month's (	Charges				\$86.69

1 29 Days **Tampa Electric Usage History** Kilowatt-Hours Per Day (Average) OCT 2019 SEP AUG 27 **28** JUL 28 26 MAY 29 APR MAR FEB 33 JAN 32 DEC **31** NOV 31 31

**Billing Period** 



tampaelectric.com



Statement Date: 10/15/2019 Account: 211003639179

Current month's charges: \$1,096.38
Total amount due: \$1,096.38
Payment Due By: 11/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA CDD MIRABELLA CR, PH 1 RIVERVIEW, FL 33579-0000

# **Your Account Summary**

Previous Amount Due
Payment(s) Received Since Last Statement
Current Month's Charges

**Total Amount Due** 

\$1,096.38 -\$1,096.38

> \$1,096.38 \$1,096.38



Always assume that a downed power line is energized. Visit **tampaelectric.com/safety** for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

# Go <mark>solar</mark> now! No roof required.

Sun Select shared solar is a simple way to have solar, whether or not a rooftop system is an option for you. Go to **tampaelectric.com/sunselect** to see why Sun Select makes sense for you, the community, and the environment.



REVIEWEDdthomas 10/28/2019

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



ways to pay your BILL
mail phone online pay agent

See reverse side for more information

Account: 211003639179

Current month's charges: \$1,096.38

Total amount due: \$1,096.38

Payment Due By: 11/05/2019

**Amount Enclosed** 

614346227472

Received

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318

OCT 21 2019

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA CDD 2005 PAN'AM CIRCLE SUITE 300 TAMPA, FL 33607







Account:

211003639179

Statement Date:

10/15/2019

Current month's charges due 11/05/2019



# Details of Charges - Service from 09/11/2019 to 10/09/2019

Service for: MIRABELLA CR, PH 1, RIVERVIEW, FL 33579-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 29 days

520 kWh @ \$0.02904/kWh \$15.10 Lighting Energy Charge 35 Fixtures \$545.16 Fixture & Maintenance Charge \$518.70 Lighting Pole / Wire 35 Poles \$16.61 Lighting Fuel Charge 520 kWh @ \$0.03194/kWh \$0.81 Florida Gross Receipt Tax

**Lighting Charges** \$1,096.38

**Total Current Month's Charges** 

\$1,096.38



tampaelectric.com

fy Pg & in

Statement Date: 10/15/2019 Account: 211003639344

Current month's charges: \$570.18

Total amount due: \$570.18

Payment Due By: 11/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 14306 ROMEO BLVD RIVERVIEW, FL 33579-0000

## **Your Account Summary**

Previous Amount Due
Payment(s) Received Since Last Statement
Current Month's Charges

**Total Amount Due** 

\$570.18 \$570.18

\$692.93

-\$692.93



Always assume that a downed power line is energized. Visit **tampaelectric.com/safety** for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

# Go <mark>solar</mark> now! No roof required.

Sun Select shared solar is a simple way to have solar, whether or not a rooftop system is an option for you. Go to **tampaelectric.com/sunselect** to see why Sun Select makes sense for you, the community, and the environment.



REVIEWEDdthomas 10/28/2019

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



mail phone online pay agent

See reverse side for more information

Account: 211003639344

Current month's charges: \$570.18

Total amount due: \$570.18

Payment Due By: \$11/05/2019

**Amount Enclosed** 

614346227473

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607 MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318





tampaelectric.com

Multiplier

1

Account:

211003639344

Statement Date:

10/15/2019

Current month's charges due 11/05/2019



# Details of Charges - Service from 09/13/2019 to 10/10/2019

Service for: 14306 ROMEO BLVD, RIVERVIEW, FL 33579-0000

Rate Schedule: General Service - Non Demand

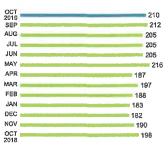
Meter Number	Read Date	Currer Readir		Previous Reading	=	Total	Used
K32125	10/10/2019	54,717		48,835		5,882	kWh
Basic Service	e Charge					\$18.14	
Energy Char	ge		5,882 kWh	@ \$0.05916/kWh	1	\$347.98	
Fuel Charge			5,882 kWh	@ \$0.03227/kWh	1	\$189.81	
Florida Gross	Receipt Tax					\$14.25	
Electric Ser	vice Cost						\$570.18
Total Cu	rrent Month's	Charges					\$570.18

**Tampa Electric Usage History** 

**Billing Period** 

28 Days

Kilowatt-Hours Per Day (Average)







Statement Date: 10/15/2019 Account: 211003639526

> Current month's charges: \$594,94 Total amount due: \$594.94 Payment Due By: 11/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE MIRABELLA, PH 2A&2B RIVERVIEW, FL 33579-0000

## **Your Account Summary**

Previous Amount Due Payment(s) Received Since Last Statement **Current Month's Charges** 

**Total Amount Due** 

-\$594.94 \$594.94 \$594.94

\$594.94

If you see a downed power line, stay away and call 911.

Always assume that a downed power line is energized. Visit tampaelectric.com/safety for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

# now! No root requ

Sun Select shared solar is a simple way to have solar, whether or not a rooftop system is an option for you. Go to tampaelectric.com/sunselect to see why Sun Select makes sense for you, the community, and the environment.



REVIEWEDdthomas 10/28/2019

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211003639526

Current month's charges: \$594.94 \$594,94 Total amount due: 11/05/2019 Payment Due By:

Amount Enclosed

614346227474

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607-6008

MAIL PAYMENT TO: **TECO** P.O. BOX 31318 TAMPA, FL 33631-3318





Account: Statement Date: 211003639526

10/15/2019

Current month's charges due 11/05/2019



# **Details of Charges – Service from 09/11/2019 to 10/09/2019**

Rate Schedule: Lighting Service Service for: MIRABELLA, PH 2A&2B, RIVERVIEW, FL 33579-0000

Lighting Service Items LS-1 (Bright Choices) for 29 days

\$23.41 Lighting Energy Charge 806 kWh @\$0.02904/kWh \$262.95 Fixture & Maintenance Charge 19 Fixtures \$281.58 Lighting Pole / Wire 19 Poles \$25.74 Lighting Fuel Charge 806 kWh @ \$0.03194/kWh \$1.26 Florida Gross Receipt Tax

**Lighting Charges** \$594.94

**Total Current Month's Charges** 

\$594.94

# REVIEWEDdthomas 10/28/2019

# Florida Department of Economic Opportunity, Special District Accountability Program FY 2019/2020 Special District Fee Invoice and Update Form

Required	by Sections 189,064 and 189	9.018, Florida Statutes, and Char	oter 73C-24, Florida Administrative Code
Invoice No.: 74306			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00
STEP 1: Review the follow	ving information, make chang	ges directly on the form, and sign	and date:
		, and Registered Office Addres	
	,	,	
	t .		
Mirabella (	community Developmen	t District	FLORIDA DEPARTMENT / ECONOMIC OPPORTUNITY
Mr. Brian L		· Diotilot	data da
	m Circle, Suite 120		Received
Tampa, FI			1 SUCCIVEU
·			OCT <b>0 4 2019</b>
			00.02 200
2. Telephone:	(943) 307 5404		
2. Fax:	(813) 397-5121 (813) 873-7070		
4. Email:	brian.lamb@me		
5. Status:	Independent	5/100001p.00/4/	
6. Governing Body:	Elected		
7. Website Address:	mirbellacdd.cor	n	
8. County(les):	Hillsborough		
9. Function(s):	Community Dev	velopment	
10. Boundary Map on File:	04/10/2006		
11. Creation Document on	File: 04/10/2006		
12. Date Established:	03/10/2006		
13. Creation Method:	Local Ordinanc	=	
14. Local Governing Author	•	•	
15. Creation Document(s):	•		
16. Statutory Authority:	Chapter 190, Fi	orida Statutes	
17. Authority to Issue Bon 18. Revenue Source(s):			
19. Most Recent Update:	Assessments 10/05/2018		
do hereby certify that the ir	formation above (changes n	oted if necessary) is accurate and	d complete as of this date.
Registered Agent's Signatur	e:	1.71	Date/0/9///9
STEP 2: Pay the annual fee	or certify eligibility for the ze	ro fee:	100 10
a. Pay the Annual Fed	: Pay the annual fee online	by following the instructions at w	ww.Floridajobs.org/SpecialDistrictFee or by check
	tment of Economic Opportur		
	• • • •		above signed registered agent, do hereby
			contained herein and on any attachments
			and that any information I give may be verified.
1 This special dis	trict and its Certified Public A	Accountant determined the specia	al district is not a component unit of a local
general-purpos	e government.		
2 This special dis	trict is in compliance with the	e reporting requirements of the De	epartment of Financial Services.
3 This special dis	trict reported \$3,000 or less	in annual revenues to the Depart	ment of Financial Services on its Fiscal Year
			statement verifying \$3,000 or less in revenues).
Penartment Lise Only: Annre		ocan:	Toverium voing wo,000 or 1655 in Toverium).

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management,

107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

STEP 3: Make a copy of this form for your records.

200

# REVIEWEDdthomas 10/30/2019

Lerner Reporting Services, Inc. 3014 W Palmira Ave, Suite 301 Tampa, FL 33629

Date	Invoice #
10/14/2019	190

Bill To

Mirabella CDD c/o Debby Hukill, Meritus Districts 5680 W. Cypress Street, Suite A Tampa, FL 33607 debby.hukill@merituscorp.com

P.O. No.	Terms	Project

Quantity	Description	Amount
Quantity	Mirabella CDD FY19/20 Annual Disclosure Fee  51300 3104	5,000.00
	Or mail to:	

Valley National Bank P.O. Box 558 Wayne, NJ 07474-0558 Routing #: 021201383 Lerner Reporting Services, Inc. 3014 W Palmira Ave., Suite 301 Tampa, FL 33629

Account #: 5000074414

Or mail to: Lerner Reporting Services, Inc. 3014 W Palmira Ave. Suite 301 Tampa, FL 33629 813-915-3449

**Total** 



Ryder Residential and Commercial, LLC 813-846-2865

1071 Emerald Dr. Brandon, Florida 33511 United States

Billed To Nicole Hicks, DM Mirabella CDD (Gene Roberts) 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 United States Date of Issue 09/30/2019

Invoice Number 0000084

Amount Due (USD) **\$260.00** 

Due Date 09/30/2019

Description	Rate	Qty	Line Total
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 09/02/19	\$65.00	1	\$65.00
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 09/09/19	\$65.00	1	\$65.00
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 09/016/19	\$65.00	1	\$65.00
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 09/30/19	\$65.00	1	\$65.00
1260			
MQ 23400	Subtotal		260.00
Har	Tax		0.00
	Total		260.00
	Amount Paid		0.00
	Amount Due (USD)		\$260.00



Ryder Residential and Commercial, LLC 813-846-2865

1071 Emerald Dr. Brandon, Florida 33511 United States

Billed To Nicole Hicks, DM Mirabella CDD (Gene Roberts) 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 United States Date of Issue 10/07/2019

Invoice Number 0000091

Amount Due (USD) **\$282.00** 

Due Date 11/06/2019

W 53900 460

Description	Rate	Qty	Line Total
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 10/07/19	\$65.00	1	\$65.00
Number Lock #2468 Code 10/07/19	\$22.00	1	\$22.00
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 10/14/19	\$65.00	1	\$65.00
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 10/21/19	\$65.00	1	\$65.00
Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 10/28/19	\$65.00	1	\$65.00

Subtotal	282.00
Tax	0.00
Total	282.00
Amount Paid	0.00
Amount Due (USD)	\$282.00

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 10/1/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

Mirabella CDD

**Pool Bathroom Cleaning Services Tuesday 10/1/2019** \$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 10/8/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 10/8/2019\_\_\_\_\_\$45.00

Total Amount Due <u>\$45.00</u>

# PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 10/16/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

Pool Bathroom Cleaning Services Wednesday 10/16/2019\_\_\_\_\_

\$45.00

Total Amount Due <u>\$45.00</u>

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 10/22/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 10/22/2019\_\_\_\_\$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 10/29/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services and Clubhouse

**Cleaning Services** 

# Mirabella CDD

<b>Pool Bathroom Cleaning Services Tuesday 10/29/2019</b>	\$45.00
Clubhouse Cleaning Services Tuesday 10/29/2019	\$70.00

# Total Amount Due \$115.00

# PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL. PAYMENT IS DUE UPON RECEIPT OF INVOICE.

# REVIEWEDdthomas 10/28/2019

# Tampa Bay Times tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

## **ADVERTISING INVOICE**

Advertising Run Dates	Adv	Advertiser Name			
10/ 4/19	MIRABELLA COMMUNITY	MIRABELLA COMMUNITY DEV. DISTRICT			
Billing Date	Sales Rep Customer Acc				
10/04/2019	Deirdre Almeida	121446			
Total Amount D	)ue	Ad Number			
\$327.00		0000020226			

# **PAYMENT DUE UPON RECEIPT**

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/04/19	10/04/19	0000020226	Times	Legals CLS	Meeting Schedule	1	2x39 L	\$323.00
10/04/19	10/04/19	0000020226	Tampabay.com	Legals CLS	Meeting Schedule AffidavitMaterial	1	2x39 L	\$0.00 \$4.00
					UR			
					51300 4801			

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times tampabay.com

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

### ADVERTISING INVOICE

Thank you for your business.

MIRABELLA COMMUNITY DEV. DISTRICT C/O MERITUS 2005 PAN AM CIRCLE #300 TAMPA, FL 33607

Advertising Run Dates	Adv	Advertiser Name	
10/ 4/19	MIRABELLA COMMUNIT	MIRABELLA COMMUNITY DEV. DISTRICT	
Billing Date	Sales Rep	Customer Account	
10/04/2019	Deirdre Almeida	121446	
Total Amount	Due	Ad Number	
\$327.00		0000020226	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

Received

REMIT TO:

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 0000020226-01

# Tampa Bay Times Published Daily

# STATE OF FLORIDA COUNTY OF Hillsborough

Before the uncrsigned authority personally appeared Deirdre Almeida who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of adertisment, being a Legal Notice in the matter RE:

Meeting Schedule was published in Tampa Bay Times: 10/4/19 in said newspaper in the issues of Baylink Hillsborough

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail mater at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant	
Sworn to and subscribed before me this .10/04/2019	
Signature of Notary Public	<del></del>
Personally known X	or produced identification
Type of identification produced	

### NOTICE OF REGULAR BOARD MEETING SCHEDULE FISCAL YEAR 2020 MIRABELLA COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Mirabella Community Development District has scheduled their Regular Board Meetings for Fiscal Year 2020 to be held at the Mirabella Clubhouse located at 14306 Romeo Blvd., Wimauma, FL 33598 on the following dates at 6:00 p.m.:

November 07, 2019 6:00 p.m. February 06, 2020 6:00 p.m. May 07, 2020 6:00 p.m. August 06, 2020 6:00 p.m.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that interested persons can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

If any person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made, at his or her own expense, and which record includes the testimony and evidence on which the appeal is based.

Nicole Hicks District Manager

 ${}_{SS}$ 

Run Date: 10/04/2019

0000020226



# Mirabella Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Aquatic Systems, Inc.	461455	\$ 183.00		Lake & Wetland Services - November
Meritus Districts	9410	2,256.50		Management Services - November
Zebra Cleaning Team, Inc.	3353	750.00		Pool Cleaning - November
Monthly Contract Sub-Total		\$ 3,189.50		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
BOCC	0712968155 111319	\$ 71.21		Water Service - thru 11/04/19
Spectrum	075386602110719	4.99		Internet Service - thru 12/05/19
Tampa Electric	211003638973 111419	120.35		Electric Service - thru 11/13/19
Tampa Electric	211003639179 111419	1,096.38		Electric Service - thru 11/08/19
Tampa Electric	211003639344 111419	663.31		Electric Service - thru 11/13/19
Tampa Electric	211003639526 111419	594.94	\$ 2,474.98	Electric Service - thru 11/08/19
Utilities Sub-Total		\$ 2,551.18		
Regular Services				
Doug Belden	A0777881064 110119	\$ 401.68		2019 Taxes - 11/01/19
Suzanna Kimball	SK110519	45.00		Pool Bathroom Cleaning Services - 11/05/19
Suzanna Kimball	SK111319	45.00		Pool Bathroom Cleaning Services - 11/13/19
Suzanna Kimball	SK111919	45.00		Pool Bathroom Cleaning Services - 11/19/19
Suzanna Kimball	SK112519	45.00	\$ 180.00	Pool Bathroom Cleaning Services - 11/25/19

# Mirabella Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Wells Fargo	1750189	3,500.00		Trustee Fee - 10/30/19-10/02/20
Regular Services Sub-Total		\$ 4,081.68		

Additional Services			
ADA Site Compliance	936	\$ 1,500.00	Website Accessibility & Compliance - 11/01/19
Brandon Lock & Safe, Inc.	47048	164.50	Repair Locks - 10/31/19
Additional Services Sub-Total		\$ 1,664.50	

\$ 11 486.86	
	\$ 11.486.86

Approved (with any necessary revisions noted):

Signature Printed Name

Title (check one):

[] Chairman [] Vice Chairman [] Assistant Secretary

# REVIEWEDdthomas 12/4/2019

# Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services
2100 NW 33<sup>rd</sup> Street Pompano Beach, FL 33069 800-432-4302

# Invoice

**INVOICE DATE:** 11/1/2019 **INVOICE NUMBER: 0000461455 CUSTOMER NUMBER: 0070290** 

PO NUMBER:

**PAYMENT TERMS: Net 30** 

Mirabella C/O Meritus 2005 Pan Am Circle #300 Tampa, FL 33607

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services -		183.00	183.00
*	November		100.00	100.00

NOV 04 2019

**SALES TAX: (0.0%)** 

\$0.00

LESS PAYMENT:

\$0.00

**TOTAL DUE:** 

\$183.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT. MAKE CHECKS PAYABLE TO: Aquatic Systems, Inc.

Address Changes (Note on Back of this Slip)

\*Please include contact name and phone number\*

DATE:

11/1/2019

INVOICE NUMBER:

0000461455

**CUSTOMER NUMBER:** 

0070290

**TOTAL AMOUNT DUE:** 

\$183.00

Aquatic Systems, Inc., a Solitude Lake Management Company 2100 NW 33rd Street Pompano Beach, FL 33069

AMOUNT PAID:

# REVIEWEDdthomas 10/29/2019

# **Meritus Districts**

2005 Pan Am Circle Suite 300

Tampa, FL 33607

Bill To:

Suite 300

Mirabella CDD 2005 Pan Am Circle

Tampa, FL 33607

Voice: 813-397-5121 Fax: 813-873-7070

BI 1	D. H	W. II	0	C
	W	W	U	

Invoice Number: 9410

Invoice Date:

Nov 1, 2019

Page:

1

CustomerID	Customer PO	Payment Terms Net Due	
Mirabella CDD			
	Shipping Method	Ship Date	Due Date
	Best Way		11/1/19

Ship to:

Quantity	Item	Description	Unit Price	Amount
		District Management Services - November		2,250.00
		Postage - September		6.50

Subtotal	2,256.50
Sales Tax	
Total Invoice Amount	2,256.50
Payment/Credit Applied	
TOTAL	2,256.50





# Thanks For Your Business!

# **INVOICE**

Zebra Cleaning Team, Inc. P.O. BOX 3456 APOLLO BEACH, FL 33572 813-458-2942

TO Mirabella 10635 county rd. 672 DATE: NOVEMBER 11, 2019
INVOICE #3353
EXPIRATION DATE

TECHNICIAN	JOB SITE INSTALLATION DATE	PAYMENT TERMS	DUE DATE
Lance Wood			
QTY ITEM	# DESCRIPTION UNIT PRICE	E	LINE TOTAL
	pool cleaning November		\$750.00
	200		
	NAC!		
		-	
			and the state of t
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$750.00

Comments:





METER

**Total Service Address Charges** 

**ACCOUNT NUMBER CUSTOMER NAME BILL DATE** DUE DATE MIRABELLA CDD

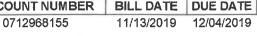
PRESENT

Service Address: 14306 ROMEO BLVD

**PREVIOUS** 

S-Page 1 of 1

**PREVIOUS** 



READ

CONSUMPTION

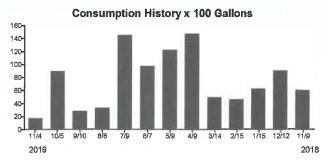


METER

NUMBER	DATE	READ	DATE	READ	(IN GALLONS)	TYPE	DESCRIPTION
53136726	10/05/2019	4523	11/04/2019	4540	1700	ACTUAL	WATER
				nedylani.			
Service Address Ch	narges			Summary of	of Account Charges		
Customer Bill Charge			\$4.41	Previous Balance \$128.01			
Purchase Water Pass-Thru			\$4.98	Net Payments - Thank You (\$128.01)			
Water Base Charge		\$15.33	Total Account Charges \$71.21				
Water Usage Charge			\$1.28	AMOUNT	DUE		¢74.04
Sewer Base Charge			\$37.08	AMOUNT DUE \$71.21			
Sewer Usage Charge		\$8.13	\$8.13				

\$71.21

PRESENT



Hillsborough **County Florida** 

Make checks payable to: BOCC

**ACCOUNT NUMBER: 0712968155** 

NOV 1 8 2019

# ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526 Internet Payments: HCFLGov.net/WaterBill Additional Information: HCFLGov.net/Water

VISA	MasterCa
DISCOVER	A HER

# THANK YOU!

MIRABELLA CDD 2005 PAN AM CIRCLE, SUITE 300 TAMPA FL 33607-6008

762

DUE DATE	12/04/2019		
AMOUNT DUE	\$71.21		
AMOUNT PAID			



November 7, 2019

Invoice Number: Account Number: 075386602110719 **0050753866-02** 

Security Code:

3706

Service At:

14306 ROMEO BLVD WIMAUMA, FL 33598-0016

#### **Contact Us**

Visit us at **SpectrumBusiness.net** Or, call us at 1-877-824-6249

Summary details on following pages	gn 12/05/19
Previous Balance	84.99
Payments Received - Thank You	-84.99
Adjustments	-80.00
Remaining Balance	-\$80.00
Spectrum Business™ Internet	84.99
Current Charges	\$84.99
Total Due by 11/23/19	\$4.99

## Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.

# Spectrum BUSINESS

4145 S. Falkenburg Rd Riverview, FL 33578-8652 7635 1610 NO RP 07 11072019 NNNNNY 01 000332 0001

MIRABELLA CDD 2005 PAN AM CIR TAMPA FL 33607-2529

# ի Մունյիցոնի ի ինքին հենանների անինինի իր վերկին ինքին հեն

## SPECTRUM BUSINESS NEWS

Important Billing Update

At Spectrum Business, we regularly review the accuracy of the rates outlined on your monthly statement. During a recent review of your account, we identified a billing error that will be corrected with this bill. As a result, you are eligible for a one-time credit of \$80.00 which has been applied to this billing statement.

Get the best business phone and save. Other phone providers add sneaky surcharges and hidden fees which means you may be paying more than you thought. Spectrum Business Voice is only \$29.99/line each month and has no added taxes or hidden fees, so you can save money every month. Call 1-844-930-0635 to start saving.

Get the best TV for your business. Spectrum Business TV has a variety of packages to meet the needs of every business so stop settling for satellite's weather outages and high prices. Call 1-844-930-0635 today!

NEW! Spectrum Mobile is now available for Small Business owners! You can save up to 40% on your monthly wireless bill with our new mobile service that runs on America's most reliable LTE Network. Plus, you can even keep your phone or trade it in for a new Apple, Samsung, Google, or LG phone. Call 1-844-635-7342 to learn more!

November 7, 2019

MIRABELLA CDD

Invoice Number: 075386602110719 Account Number: 0050753866-02

Service At: 14306 ROMEO BLVD

WIMAUMA, FL 33598-0016

Total Due by 11/23/19

\$4.99

Amount you are enclosing

\$

## Please Remit Payment To:

BRIGHT HOUSE NETWORKS PO BOX 790450 SAINT LOUIS, MO 63179-0450

իժինըիկարնինինըութանակիննիրիվովիար



Page 4 of 6

November 7, 2019

Invoice Number: Account Number: Security Code: MIRABELLA CDD 075386602110719 0050753866-02

3706



#### **Contact Us**

Visit us at SpectrumBusiness.net

Or, call us at 1-877-824-6249

7635 1610 NO RP 07 11072019 NNNNNY 01 000332 0001

## Charge Details

Previous Balance 84.99
Payments Received - Thank You 10/22 -84.99

Payments received after 11/07/19 will appear on your next bill.

Adjustments		
Billing Adjustment Adjustments Total	10/28	-80.00 -\$80.00
Remaining Balance		-\$80.00

#### Services from 11/06/19 through 12/05/19

Spectrum Business™ Internet	CHARLES TO
Spectrum Business Internet Plus Promo Discount	109.99 -25.00
	\$84.99
Spectrum Business™ Internet Total	\$84.99
Current Charges	\$84.99
Total Due by 11/23/19	\$4.99

## Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

**Complaint Procedures** - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Authorization to Convert your Check to an Electronic Funds
Transfer Debit - For your convenience, if you provide a check as
payment, you authorize Spectrum Business to use the information from
your check to make a one-time electronic funds transfer from your
account. If you have any questions, please call our office at the
telephone number on the front of this invoice. To assist you in future
payments, your bank or credit card account information may be
electronically stored in our system in a secure, encrypted manner.



Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support.

## Your WAY can be the GREEN way! GO GREEN with Spectrum Business.

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to **Spectrumbusiness.net.**Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card Credit Card Electronic Funds Transfer
- · Receive a quick summary of your account at any time
- Access up to 6 months of statements



#### **Payment Options**

Pay Online - Create or Login to pay or view your bill online at Spectrumbusiness.net .

Pay by Mail - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call 1-877-824-6249.





tampaelectric.com



Statement Date: 11/14/2019 Account: 211003638973

Current month's charges: \$120.35 Total amount due: \$120.35 Payment Due By: 12/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 10705 COUNTY ROAD 672 RIVERVIEW, FL 33579-8410

## **Your Account Summary**

Previous Amount Due \$86.69 -\$86.69 Payment(s) Received Since Last Statement **Current Month's Charges** \$120.35

**Total Amount Due** 

\$120.35

# Digging? Make the right call



Know what's below.

Call 811 two business days before your project to have utility lines marked for Call before you dig. free. Utility lines can easily be damaged by

VIEWEDdthomas 12/3/2019

planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or tampaelectric.com/811.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



# Stay informed with e-News Update

Sign up for our free e-News Update online newsletter and receive updates about programs, weather, community events and more, straight to your inbox. Visit tampaelectric.com/emailsignup today.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL phone online

See reverse side for more information

Account: 211003638973

Current month's charges: \$120.35 Total amount due: \$120.35 Payment Due By: 12/05/2019

**Amount Enclosed** 

618049934303

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607-6008

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com



Multiplier 1

Account:

211003638973

Statement Date:

11/14/2019

Current month's charges due 12/05/2019



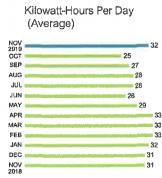
## **Details of Charges – Service from 10/11/2019 to 11/13/2019**

Service for: 10705 COUNTY ROAD 672, RIVERVIEW, FL 33579-8410

Rate Schedule: General Service - Non Demand

Meter Location: SIGN-IRR

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used
K29671	11/13/2019	59,883	58,798		1,085 kWh
Basic Service	e Charge				\$18.14
Energy Charg	ge	1,085 kV	/h @ \$0.05916/kV	/h	\$64.19
Fuel Charge		1,085 kV	/h @ \$0.03227/kV	/h	\$35.01
Florida Gross	Receipt Tax				\$3.01
Electric Serv	rice Cost				\$120.35
Total Cui	rrent Month's C	harges			\$120.35



**Tampa Electric Usage History** 

**Billing Period** 

34 Days

## Important Messages

We continue to add more solar to our fuel mix

We're proud to be the state's top producer of solar energy per customer. Our existing solar projects can power more than 100.000 homes with the sun. Visit our solar page at tampaelectric.com/solar to learn more. For the 12-month period ending Sept. 2019, the percentage of fuel type used by Tampa Electric to provide electricity to its customers was Natural Gas & Oil\* 84%, Coal 6%, Purchased Power 7% and Solar 3%. Tampa Electric provides this information to our customers on a quarterly basis.

\*Oil makes up less than 1%



tampaelectric.com



Statement Date: 11/14/2019 Account: 211003639179

Current month's charges: \$1,096.38 \$1,096.38 Total amount due: Payment Due By: 12/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA CDD MIRABELLA CR, PH 1 RIVERVIEW, FL 33579-0000

## **Your Account Summary**

\$1,096.38 Previous Amount Due -\$1,096.38 Payment(s) Received Since Last Statement **Current Month's Charges** \$1,096.38

**Total Amount Due** 

\$1,096.38

# Digging? Make the right call



Know what's below.

Call 811 two business days before your project to have utility lines marked for Call before you dig. free. Utility lines can easily be damaged by

VIEWEDdthomas 12/3/2019

planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or tampaelectric.com/811.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



# Stay informed with e-News Update

Sign up for our free e-News Update online newsletter and receive updates about programs, weather, community events and more, straight to your inbox. Visit tampaelectric.com/emailsignup today.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL phone online

See reverse side for more information

Account: 211003639179

Current month's charges: \$1,096.38 Total amount due: \$1,096.38 Payment Due By: 12/05/2019 **Amount Enclosed** 

618049934304

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA CDD 2005 PAN AM CIRCLE SUITE 300 **TAMPA, FL 33607** 

MAIL PAYMENT TO: **TECO** P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com



 Account:
 211003639179

 Statement Date:
 11/14/2019

 Current month's charges due
 12/05/2019



## **Details of Charges – Service from 10/10/2019 to 11/08/2019**

Service for: MIRABELLA CR, PH 1, RIVERVIEW, FL 33579-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge 520 kWh @ \$0.02904/kWh \$15.10
Fixture & Maintenance Charge 35 Fixtures \$545.16
Lighting Pole / Wire 35 Poles \$518.70
Lighting Fuel Charge 520 kWh @ \$0.03194/kWh \$16.61
Florida Gross Receipt Tax \$0.81

Lighting Charges \$1,096.38

**Total Current Month's Charges** 

\$1,096.38

## **Important Messages**

#### We continue to add more solar to our fuel mix

We're proud to be the state's top producer of solar energy per customer. Our existing solar projects can power more than 100.000 homes with the sun. Visit our solar page at **tampaelectric.com/solar** to learn more. For the 12-month period ending Sept. 2019, the percentage of fuel type used by Tampa Electric to provide electricity to its customers was Natural Gas & Oil\* 84%, Coal 6%, Purchased Power 7% and Solar 3%. Tampa Electric provides this information to our customers on a quarterly basis.

\*Oil makes up less than 1%



tampaelectric.com



Statement Date: 11/14/2019 Account: 211003639344

\$663.31 Current month's charges: \$663.31 Total amount due: 12/05/2019 Payment Due By:

# Received

NOV 1 8 2019

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 14306 ROMEO BLVD RIVERVIEW, FL 33579-0000



## **Your Account Summary**

Previous Amount Due Payment(s) Received Since Last Statement

**Current Month's Charges** 

**Total Amount Due** 

\$570.18 -\$570.18 \$663.31 \$663.31

# Digging? Make the right call



Know what's **below**.

Call 811 two business days before your project to have utility lines marked for Call before you dig. free. Utility lines can easily be damaged by

WEDdthomas 12/3/2019

planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or tampaelectric.com/811.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



# Stay informed with e-News Update

Sign up for our free e-News Update online newsletter and receive updates about programs, weather, community events and more, straight to your inbox. Visit tampaelectric.com/emailsignup today.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL mail phone online pay agent

See reverse side for more information

Account: 211003639344

Current month's charges: \$663.31 Total amount due: \$663.31 12/05/2019 Payment Due By:

**Amount Enclosed** 

618049934305

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com

Account: Statement Date: 211003639344

Current month's charges due 12/05/2019

11/14/2019



## **Details of Charges – Service from 10/11/2019 to 11/13/2019**

Service for: 14306 ROMEO BLVD, RIVERVIEW, FL 33579-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous = Reading	Total Us	sed	Multiplier	Billing Period
K32125	11/13/2019	61,592	54,717	6,875 kV	Vh	1	34 Days
						Tampa Electric	Usage History
Basic Service Energy Char Fuel Charge Florida Gros Electric Ser	rge s Receipt Tax	-,	/h @\$0.05916/kWh /h @\$0.03227/kWh 	\$18.14 \$406.73 \$221.86 \$16.58	\$663.31	Kilowatt-Ho (Average) Nov 2019 OCT SEP AUG JUL	202 — 210 — 212 — 205 — 205
Total Cu	rrent Month's Ch	narges			6663.31	JUN MAY APR MAR FEB JAN DEC	205 216 187 197 188 183 182

## **Important Messages**

## We continue to add more solar to our fuel mix

We're proud to be the state's top producer of solar energy per customer. Our existing solar projects can power more than .100.000 homes with the sun. Visit our solar page at **tampaelectric.com/solar** to learn more. For the 12-month period ending Sept. 2019, the percentage of fuel type used by Tampa Electric to provide electricity to its customers was Natural Gas & Oil\* 84%, Coal 6%, Purchased Power 7% and Solar 3%. Tampa Electric provides this information to our customers on a quarterly basis.

\*Oil makes up less than 1%



tampaelectric.com

fyP& in

Statement Date: 11/14/2019 Account: 211003639526

Current month's charges: \$594.94 Total amount due: \$594.94 Payment Due By: 12/05/2019



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE MIRABELLA, PH 2A&2B RIVERVIEW, FL 33579-0000

## **Your Account Summary** Previous Amount Due \$594.94 -\$594.94 Payment(s) Received Since Last Statement **Current Month's Charges** \$594.94 \$594.94 **Total Amount Due**

# Digging? Make the right call



Know what's below.

Call 811 two business days before your project to have utility lines marked for Call before you dig. free. Utility lines can easily be damaged by

 $\Box$ 

WEDdthomas 12/3/2019

planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or tampaelectric.com/811.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



# Stay informed with e-News Update

Sign up for our free e-News Update online newsletter and receive updates about programs, weather, community events and more, straight to your inbox. Visit tampaelectric.com/emailsignup today.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL phone online

See reverse side for more information

Account: 211003639526

Current month's charges: \$594.94 \$594.94 Total amount due: Payment Due By: 12/05/2019

**Amount Enclosed** 

618049934306

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 **TAMPA, FL 33607** 

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com



Account: Statement Date: 211003639526 11/14/2019

Current month's charges due 12/05/2019



## Details of Charges – Service from 10/10/2019 to 11/08/2019

Service for: MIRABELLA, PH 2A&2B, RIVERVIEW, FL 33579-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge 806 kWh @ \$0.02904/kWh \$23.41 \$262.95 Fixture & Maintenance Charge 19 Fixtures Lighting Pole / Wire 19 Poles \$281.58 806 kWh @ \$0.03194/kWh \$25.74 Lighting Fuel Charge Florida Gross Receipt Tax \$1.26

\$594.94 **Lighting Charges** 

**Total Current Month's Charges** 

\$594.94

## **Important Messages**

## We continue to add more solar to our fuel mix

We're proud to be the state's top producer of solar energy per customer. Our existing solar projects can power more than 100.000 homes with the sun. Visit our solar page at tampaelectric.com/solar to learn more. For the 12-month period ending Sept. 2019, the percentage of fuel type used by Tampa Electric to provide electricity to its customers was Natural Gas & Oil\* 84%, Coal 6%, Purchased Power 7% and Solar 3%. Tampa Electric provides this information to our customers on a quarterly basis.

\*Oil makes up less than 1%

#### 2019 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Skip the Trip - Pay online at www.hillstax.org

**Property Location** 

E-Check - A FREE electronic payment from your account

Credit Card - 2.35% fee is charged

DISCELVER: VISA

Pay this amount	\$401.68	\$405.87	\$410.05	\$414.24	\$418.42
If postmarked by	Nov 30 2019	Dec 31 2019	Jan 31 2020	Feb 29 2020	Mar 31 2020

MIRABELLA CDD 10501 MASSIMO DR WIMAUMA 33598

MIRABELLA CDD 2005 PAN AM CIR STE 120 TAMPA, FL 33607-2529

Account No. A0777881064

Legal Description: MIRABELLA PHASE 2B TRACT 5

Ad Valorem Taxes					Tax	District U
Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
COUNTY OPERATING ENVIRONMENTAL LAND COUNTY M.S.T.U. LIBRARY-SERVICE PARK BONDS - UNINCORPORATED SCHOOL - LOCAL SCHOOL - STATE PORT AUTHORITY HILLS CO TRANSIT AUTHORITY CHILDRENS BOARD WATER MANAGEMENT	813-272-5750 813-272-5750 813-272-5750 813-272-5750 813-272-5750 813-272-4064 813-272-4064 813-905-5132 813-623-5835 813-229-2884 352-796-7211	5.7309 0.0604 4.3745 0.5583 0.0259 2.2480 3.8810 0.1050 0.5000 0.4589 0.2801	22961 22961 22961 22961 22961 22961 22961 22961 22961 22961 22961	0 0 0 0 0 0	22961 22961 22961 22961 22961 22961 22961 22961 22961 22961 22961	131.59 1.39 100.44 12.82 0.59 51.62 89.11 2.41 11.48 10.54 6.43

Total Millage	18.2230 \$418.42	١
Total Ad Valorem Taxes	\$418.42	

Non-Ad Valorem Assessments		
Taxing Authority	Telephone	Tax Amount
MIRABELLA CDD	813-873-7300	0.00



Keep this portion for your records.

Total Non-Ad Valorem Assessments	\$0.00 \$418.42	
Combined Taxes & Assessments	\$418.42	

#### Doug Belden, Hillsborough County Tax Collector 2019 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Account No. A0777881064	Tax District U	Escrow	Assessed Value 22961

MIRABELLA PHASE 2B TRACT 5

Postmarks are not accepted after March 31st \$405.87 \$410.05 \$401.68 \$414.24 \$418.42 Pay this amount Nov 30 2019 Dec 31 2019 Jan 31 2020 Feb 29 2020 Mar 31 2020 If postmarked by

Remember to write your account number on your check.

J145443-161413 509

Make checks payable in US funds to:

Doug Belden, Tax Collector PO Box 30012 Tampa FL 33630-3012



MIRABELLA CDD Received TAMPA, FL 33607-2529

**Exemptions** 

NOV 0 4 2019

0096585

Detach this portion and return it with your payment.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 11/5/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 11/5/2019\_\_\_\_\_\$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 11/13/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

**Pool Bathroom Cleaning Services Wednesday 11/13/2019** \$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 11/19/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 11/19/2019 \$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL
Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 11/25/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

# Mirabella CDD

Pool Bathroom Cleaning Services Monday 11/25/2019\_\_\_\_\_\$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.

# Fee Invoice

## **Corporate Trust Services**



Invoice Number 1750189

Billing Date	Due Date
10/02/2019	11/01/2019

Mirabella Community Development District Anna Lyalina 2005 Pan Am Circle Suite 120 Tampa, FL 33607

Please return this portion of the statement with your payment in the envelope provided:

Amount Due \$3,500.00

Please mail or wire payment to:

Mailing Address:

Wells Fargo Bank WF 8113 P.O. Box 1450

Minneapolis, MN 55485-8113

Wire Instructions:

ABA #: 121000248 DDA #: 1000031565 Swift Code: WFBIUS6S

Reference: Invoice #, Account Name, Attn Name

ACH Instructions:

ABA #: 091000019 DDA #: 1000031565

Memo: Invoice #, Account Name, Attn Name

Please retain this portion for your records

Account Number: 46663900

Mirabella CDD 2013

Administration Charges

For the Period 10/30/2019 through 10/02/2020

Trustee Fee \$3,500.00

Total Amount Due: \$3,500.00

# ADA Site Compliance

6400 Boynton Beach Blvd 742721 Boynton Beach, FL 33474 accounting@adasitecompliance.com



Invoice

BILL TO Mirabella CDD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
936	11/01/2019	\$1,500.00	11/15/2019	Net 14	

DESCRIPTION	AMOUNT
Website Accessibility & Compliance, Compliance Shield, Accessibility Policy, Technological Auditing	1,500.00
RALANCE DUE	44 700 00

BALANCE DUE

\$1,500.00



# Brandon Lock & Safe, Inc.

4630 Eagle Falls Place Tampa, FL 33619 813-655-4200

LOCK & SAFE, inc.

Lic. HCLOC14006

# **Invoice**

Invoice Date	Invoice #
10/31/2019	47048
P.O.	No.

# Bill To

Mirabella c/o Meritus 2005 Pan Am Circle Suite 120 Tampa, FL 33607

Terms	Due Date
Net 30	11/30/2019

			12/0	0/2015
Qty	Description		Rate	Amount
1	Labor To: On site found 3 doors plus 2 BR's key in box didn't work any of them. It locks are SC1. Called left messgae for Gene. Called office found out closets are in house. Office called Gene. He is sending somebody over to let me in & show me w doors. Pick 2 locks. There was a 3rd but couldn't pick. Took 2 cylinders to van four were KA. Made key it also worked 3rd closet. Make spare key SC1 also make spare	club hich nd out they	105.00	105.00
1	office & KW1 for pool lock. Service call		59.50	59.50
	Max 135,000 41602			

<sup>\*</sup>All invoices past 30 days are subject to a late fee of 1.5% calculated monthly on the total unpaid balance.

Subtotal	\$164.50
Sales Tax (8.5%)	\$0.00
Total	\$164.50
Payments Credits	\$0.00

Balance	Due	\$164.50

<sup>\*</sup>To ensure proper credit please make sure to include your invoice number on your check.

<sup>\*</sup>All sales are governed by our Standard Terms & Conditions. This document may be viewed here: https://www.brandonlock.com/terms

<sup>\*</sup>Hillsborough County Licensed Locksmith: HCLOC14006

# Mirabella Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9513	\$ 2,260.50		Management Services - December
Solitude Lake Management	PI A00329721	183.00		Lake & Pond Management Services - December
Zebra Cleaning Team, Inc.	3370	650.00		Pool Cleaning - December
Monthly Contract Sub-Total		\$ 3,093.50		
Variable Contract				
Straley Robin Vericker	17698	\$ 1,930.70		Professional Services - General - thru 11/15/19
Variable Contract Sub-Total		\$ 1,930.70		
Utilities				
BOCC	0712968155 121219	\$ 93.20		Water Service - thru 12/09/19
Spectrum	075386602120719	84.99		Internet Service - thru 01/05/20
Tampa Electric	211003638973 121619	107.97		Electric Service - thru 12/13/19
Tampa Electric	211003639179 121619	1,096.38		Electric Service - thru 12/10/19
Tampa Electric	211003639344 121619	550.86		Electric Service - thru 12/13/19
Tampa Electric	211003639526 121619	594.94	\$ 2,350.15	Electric Service - thru 12/10/19
Utilities Sub-Total		\$ 2,528.34		
Regular Services				
Ryder Residential Services	100	\$ 287.50		Development Cleaning & Trash Cans - May
Suzanna Kimball	SK122718	45.00		Pool Bathroom Cleaning Services - 12/27/18
Suzanna Kimball	SK120319	45.00		Pool Bathroom Cleaning Services - 12/03/19
Suzanna Kimball	SK121019	115.00		Pool Bathroom & Clubhouse Cleaning Services - 12/10/19

# Mirabella Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Suzanna Kimball	SK121719	45.00	\$ 250.00	Pool Bathroom Cleaning Services - 12/17/19
Regular Services Sub-Total		\$ 537.50		

\$ 367.48	Plant Installation - 12/31/19
\$ 367.48	
	·

TOTAL:	\$ 8,457.52	

Approved (with any necessary revisions noted):

Signature Printed Name

Title (check one):

[] Chairman [] Vice Chairman [] Assistant Secretary

# REVIEWEDdthomas 12/2/2019

## **Meritus Districts**

2005 Pan Am Circle Suite 300 Tampa, FL 33607

Voice: 813-397-5121 Fax: 813-873-7070 INVOICE

Invoice Number: 9513

Invoice Date: Dec 1, 2019

Page: 1

Bill To:	Ship to:
Mirabella CDD	
2005 Pan Am Circle	
Suite 300	
Tampa, FL 33607	

Ship to:		

Customer ID	Customer PO	Payment T	erms
Mirabella CDD		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		12/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - December		2,250.00
		Postage - October		10.50

Subtotal	2,260.50
Sales Tax	
Total Invoice Amount	2,260.50
Payment/Credit Applied	
TOTAL	2,260.50





Voice: (888) 480-LAKE • Fax: (888) 358-0088

Invoice Number: PI-A00329721

Invoice Date: 12/01/19

PROPERTY: Mirabella

SOLD TO:

Mirabella C/O Meritus

2005 Pan Am Circle #300 Tampa, FL 33607

	Customer ID 8108	Customer PO	Payment Te Net 30	rms
J	Sales Rep ID Iosh F. McGarry	Shipping Method	Ship Date	Due Date 12/31/19
Qtv	Item Description		Unit Price	Extension
1		Lake & Pond Management Services SVR49770 12/01/19 - 12/31/19 Lake & Pond Management Services	183.00	183.00

(NO 53910)

# Received

DEC 1 3 2019

	Subtotal	183.00
PLEASE REMIT PAYMENT TO:	Sales Tax	0.00
SOLitude Lake Management, LLC 1320 Brookwood Drive, Suite H	Total Invoice Payment Received	183.00 0.00
Little Rock, AR 72202	TOTAL	183.00



# Thanks For Your Business!

# **INVOICE**

Zebra Cleaning Team, Inc. P.O. BOX 3456 APOLLO BEACH, FL 33572 813-458-2942

TO Mirabella 10635 county rd. 672 DATE: DECEMBER 10, 2019
INVOICE #3370
EXPIRATION DATE

TECHNICIAN	4	JOB SITE INSTA	LLATION DATE	PAYMENT TERMS	DUE DATE
Lance Wood					
QTY	ITEM#	DESCRIPTION	UNIT PRICE		LINE TOTAL
		pool cleaning December			\$650.00
	M	5350			
		467			
				SUBTOTAL	
				SALES TAX	
				TOTAL	\$650.00

Comments:

# **Straley Robin Vericker**

1510 W. Cleveland Street Tampa, FL 33606 Telephone (813) 223-9400 \* Facsimile (813) 223-5043 Federal Tax Id. - 20-1778458

Mirabella CDD c/o MERITUS DISTRICTS 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

November 22, 2019 Client: 001295 Matter: 000001 Invoice #: 17698

Page: 1

RE: General

For Professional Services Rendered Through November 15, 2019

51300 3107

## SERVICES

Date	Person	Description of Services	Hours	
10/23/2019	JMV	REVIEW EMAIL FROM N. HICKS; REVIEW PROPERTY RECORDS.	0.9	
10/23/2019	KMS	REVIEW PUBLIC RECORDS AND PROPERTY APPRAISER RECORDS FOR 2013 AND 2018 LAND SALES WITHIN DISTRICT BOUNDARIES TO HILLSBOROUGH COUNTY SCHOOL BOARD; REVIEW COMMUNICATIONS FROM N. HICKS.	1.3	
11/7/2019	KMS	REVIEW AGENDA AND PREPARE FOR BOARD OF SUPERVISORS MEETING; ATTEND BOARD OF SUPERVISORS MEETING.	3.0	
11/8/2019	KMS	REVIEW MASTER TRUST INDENTURE AND SUPPLEMENTAL TRUST INDENTURES FOR 2013 AND 2015 BONDS.	1.4	
11/12/2019	LB	PREPARE LETTERS AND MEMOS TO NEWLY APPOINTED BOARD SUPERVISORS, M. JACOBSON AND K. MATTHEWS RE FLORIDA'S SUNSHINE LAWS, TEXTING AND PUBLIC RECORDS INFORMATION.	1.0	
11/13/2019	KMS	REVIEW COUNTY TAX BILL AND COMMUNICATION FROM N. HICKS; DRAFT EMAIL TO N. HICKS.	0.3	
		Total Professional Services	7.9	\$1,924,50

## PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	0.9	\$274.50

November 22, 2019 Client: 001295 Matter: 000001 Invoice #: 17698

Page:

2

# PERSON RECAP

Person		Hours	Amount
KMS	Kristen M. Schalter	6.0	\$1,500.00
LB	Lynn Butler	1.0	\$150.00

## DISBURSEMENTS

Date	<b>Description of Disbursements</b>		Amount
11/12/2019	Postage		\$2.90
11/15/2019	Photocopies (22 @ \$0.15)		\$3.30
		Total Disbursements	\$6.20

Total Services \$1,924.50

Total Disbursements \$6.20

Total Current Charges \$1,930.70

PAY THIS AMOUNT \$1,930.70

Please Include Invoice Number on all Correspondence



## **CUSTOMER NAME** MIRABELLA CDD

ACCOUNT NUMBER 0712968155

**BILL DATE** 

DUE DATE

12/12/2019

01/02/2020

Service Address: 14306 ROMEO BLVD

S-Page 1 of 1

METER	PREVIOUS	PREVIOUS	PRESENT	PRESENT	CONSUMPTION	READ	METER
NUMBER	DATE	READ	DATE	READ	(IN GALLONS)	TYPE	DESCRIPTION
53136726	11/04/2019	4540	12/09/2019	4583	4300	ACTUAL	WATER

Received

DEC 23 2019

Service Address Charges	
Customer Bill Charge	\$4.41
Purchase Water Pass-Thru	\$12.60
Water Base Charge	\$15.33
Water Usage Charge	\$3.23
Sewer Base Charge	\$37.08
Sewer Usage Charge	\$20.55
Total Service Address Charges	\$93.20

Summary of Account Charges	
Previous Balance	\$71.21
Net Payments - Thank You	(\$71.21)
Total Account Charges	\$93.20
AMOUNT DUE	\$93.20

Consumption History x 100 Gallons 140 100 80 2019



Make checks payable to: BOCC

**ACCOUNT NUMBER: 0712968155** 

## ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526 Internet Payments: HCFLGov.net/WaterBill Additional Information: HCFLGov.net/Water



# THANK YOU!

- Հոլմիդիմնրդոնոնկչիկինիկիկիկիկուինովինուիիվինիկիրդինի

MIRABELLA CDD 2005 PAN AM CIRCLE, SUITE 300 TAMPA FL 33607-6008

400

DUE DATE	01/02/2020
AMOUNT DUE	\$93.20
AMOUNT PAID	



December 7, 2019

Invoice Number: 075386602120719 Account Number: 0050753866-02

Security Code: 3706

Service At: 14306 ROMEO BLVD WIMAUMA, FL 33598-0016

#### **Contact Us**

Visit us at SpectrumBusiness.net Or, call us at 1-877-824-6249

# **Summary** Services from 12/06/19 through 01/05/20 details on following pages

Previous Balance	4.99		
Payments Received - Thank You	-4.99		
Remaining Balance	\$0.00		
Spectrum Business™ Internet	84.99		
Current Charges	\$84.99		
Total Due by 12/23/19	\$84.99		

#### SPECTRUM BUSINESS NEWS

Important Mailing Address Update. The PO Box where you mail your monthly Spectrum payment is changing. Effective with this billing statement, payments should be sent to PO BOX 7195 Pasadena, CA 91109-7195. If you use a third party to process your payment, you will need to update the address in their system. If you use Spectrum's payment remit coupon or pay your bill online, no action is required.

Get the best business phone and save. Other phone providers add sneaky surcharges and hidden fees which means you may be paying more than you thought. Spectrum Business Voice is only \$29.99/line each month and has no added taxes or hidden fees, so you can save money every month. Call 1-844-930-0635 to start saving.

Get the best TV for your business. Spectrum Business TV has a variety of packages to meet the needs of every business so stop settling for satellite's weather outages and high prices. Call 1-844-930-0635 today!

NEW! Spectrum Mobile is now available for Small Business owners! You can save up to 40% on your monthly wireless bill with our new mobile service that runs on America's most reliable LTE Network. Plus, you can even keep your phone or trade it in for a new Apple, Samsung, Google, or LG phone. Call 1-844-635-7342 to learn more!

## Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.



4145 S. Falkenburg Rd Riverview, FL 33578-8652 7635 1610 NO RP 07 12072019 NNNNNY 01 000335 0001

MIRABELLA CDD 2005 PAN AM CIR TAMPA FL 33607-2529

December 7, 2019

**MIRABELLA CDD** 

Invoice Number: 075386602120719 Account Number: 0050753866-02

Service At: 14306 ROMEO BLVD

WIMAUMA, FL 33598-0016

Total Due by 12/23/19

\$84.99

Amount you are enclosing

Received

Please Remit Payment To:

BRIGHT HOUSE NETWORKS PO BOX 7195 PASADENA, CA 91109-7195 DEC 12 2019

բյունիրի հետև Միրդինին հետև հետև հետև հետև

Page 2 of 6

December 7, 2019

Invoice Number: Account Number: Security Code: MIRABELLA CDD 075386602120719 0050753866-02

3706



#### **Contact Us**

Visit us at **SpectrumBusiness.net** Or, call us at 1-877-824-6249

7635 1610 NO RP 07 12072019 NNNNNY 01 000335 0001

Charge Details

Previous Balance 4.99
Payments Received - Thank You 11/20 -4.99
Remaining Balance \$0.00

Payments received after 12/07/19 will appear on your next bill.

#### Services from 12/06/19 through 01/05/20

109.99 -25.00
\$84.99
\$84.99
\$84.99
\$84.99

## **Billing Information**

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

**Terms & Conditions** - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Authorization to Convert your Check to an Electronic Funds
Transfer Debit - For your convenience, if you provide a check as
payment, you authorize Spectrum Business to use the information from
your check to make a one-time electronic funds transfer from your
account. If you have any questions, please call our office at the
telephone number on the front of this invoice. To assist you in future
payments, your bank or credit card account information may be
electronically stored in our system in a secure, encrypted manner.

**Complaint Procedures** - You have 60 days from the billing date to register a complaint if you disagree with your charges.



Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support.

# Your WAY can be the GREEN way! GO GREEN with Spectrum Business.

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to **Spectrumbusiness.net**.

Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card Credit Card Electronic Funds Transfer
- · Receive a quick summary of your account at any time
- Access up to 6 months of statements



## **Payment Options**

Pay Online - Create or Login to pay or view your bill online at Spectrumbusiness.net.

Pay by Mail - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call 1-877-824-6249.







tampaelectric.com



Statement Date: 12/16/2019 Account: 211003638973

Current month's charges: \$107.97
Total amount due: \$107.97
Payment Due By: 01/06/2020



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 10705 COUNTY ROAD 672 RIVERVIEW, FL 33579-8410



Help neighbors in need this holiday season.

Our Share program makes it easy for you to help customers in need pay their electric and/or natural gas bills.

Visit tampaelectric.com/share and peoplesgas.com/share to learn more.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



# We're shedding new light on dark winter nights,

New LED lighting will bring:

- · Energy savings up to 60% more efficient
- · Performance longer life and superior lighting
- · Safety wide, consistent light pattern improves visibility

Visit **tampaelectric.com/newLEDs** to learn more about the benefits and when we'll be in a neighborhood near you.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



mail phone online pay agent

See reverse side for more information

Account: 211003638973

Current month's charges: \$107.97

Total amount due: \$107.97

Payment Due By: 01/06/2020

Amount Enclosed \$

629161053099

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607 MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318





Account: Statement Date: 211003638973

Current month's charges due 01/06/2020

12/16/2019



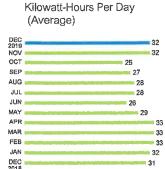
## **Details of Charges - Service from 11/14/2019 to 12/13/2019**

Service for: 10705 COUNTY ROAD 672, RIVERVIEW, FL 33579-8410

Rate Schedule: General Service - Non Demand

Meter Location: SIGN-IRR

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
K29671	12/13/2019	60,836	59,883		953 kWh	1	30 Days
						Tampa Electric	Usage History
Basic Servic	Ü	953 k	Wh @ \$0.05916/kWh		\$18.14 \$56.38	Kilowatt-Hou (Average)	ırs Per Day
Fuel Charge	•		Wh @ \$0.03227/kWh		\$30.75 \$2.70	DEC 2019 NOV OCT	32 32 25
Electric Ser	vice Cost				\$107.97	SEP AUG	27
Total Cu	rrent Month's Cl	harges			\$107.97	JUN JUL	28 26 29



## **Important Messages**

Warmest wishes from our family to yours

All of us at Tampa Electric wish you a wonderful holiday season and a very happy new year. We're proud to provide you with the safe, reliable and affordable energy that fuels your life.

Good news! Look for a credit on your next bill.

The credit will be based upon your usage, but figure about \$9 if you average 1,000 kilowatt-hours a month. After recovering costs of restoring power for Hurricane Irma and other storms, Tampa Electric still had savings from a recent federal tax law change - this credit is returning these savings back to customers. The credit was proposed by Tampa Electric, approved by the Florida Public Service Commission and supported by Florida's Office of Public Counsel, the Florida Industrial Power Users Group and the Florida Retail Federation.



DEC 20 2019

# **ACCOUNT INVOICE**

tampaelectric.com

fyPS·器in

Statement Date: 12/16/2019 Account: 211003639179

Current month's charges: Total amount due:

Payment Due By:

\$1,096.38 \$1,096.38 01/06/2020



## MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA CDD MIRABELLA CR, PH 1 RIVERVIEW, FL 33579-0000

# Your Account Summary \$1.096.38 Previous Amount Due Payment(s) Received Since Last Statement -\$1,096.38 **Current Month's Charges** \$1,096.38 \$1,096.38 **Total Amount Due**

Help neighbors in need this holiday season. Our Share program makes it easy for you to help customers in

need pay their electric and/or natural gas bills.

Visit tampaelectric.com/share and peoplesgas.com/share to learn more.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



# We're shedding new light on dark winter nights.

New LED lighting will bring:

- Energy savings up to 60% more efficient
- Performance longer life and superior lighting
- · Safety wide, consistent light pattern improves visibility

Visit tampaelectric.com/newLEDs to learn more about the benefits and when we'll be in a neighborhood near you.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL phone online

See reverse side for more information

Account: 211003639179

\$1,096.38 Current month's charges: \$1.096.38 Total amount due: Payment Due By: 01/06/2020 **Amount Enclosed** 

629161053100

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA CDD 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com



Account:

211003639179

Statement Date:

12/16/2019

Current month's charges due 01/06/2020



## **Details of Charges – Service from 11/09/2019 to 12/10/2019**

Service for: MIRABELLA CR, PH 1, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 32 days

520 kWh @ \$0.02904/kWh \$15.10 Lighting Energy Charge Fixture & Maintenance Charge 35 Fixtures \$545.16 Lighting Pole / Wire 35 Poles \$518.70 520 kWh @ \$0.03194/kWh \$16.61 Lighting Fuel Charge \$0.81 Florida Gross Receipt Tax

**Lighting Charges** 

\$1,096.38

**Total Current Month's Charges** 

\$1,096,38

## Important Messages

#### Warmest wishes from our family to yours

All of us at Tampa Electric wish you a wonderful holiday season and a very happy new year. We're proud to provide you with the safe, reliable and affordable energy that fuels your life.

#### Good news! Look for a credit on your next bill.

The credit will be based upon your usage, but figure about \$9 if you average 1,000 kilowatt-hours a month. After recovering costs of restoring power for Hurricane Irma and other storms, Tampa Electric still had savings from a recent federal tax law change - this credit is returning these savings back to customers. The credit was proposed by Tampa Electric, approved by the Florida Public Service Commission and supported by Florida's Office of Public Counsel, the Florida Industrial Power Users Group and the Florida Retail Federation.



tampaelectric.com



Statement Date: 12/16/2019 Account: 211003639344

Current month's charges: Total amount due:

01/06/2020

\$550.86

\$550.86

Payment Due By:



MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 14306 ROMEO BLVD RIVERVIEW, FL 33579-0000

# Your Account Summary Previous Amount Due \$663.31 -\$663.31 Payment(s) Received Since Last Statement **Current Month's Charges** \$550.86 \$550.86 **Total Amount Due**

Help neighbors in need this holiday season.

Our Share program makes it easy for you to help customers in need pay their electric and/or natural gas bills.

Visit tampaelectric.com/share and peoplesgas.com/share to learn more.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



## We're shedding new light on dark winter nights.

New LED lighting will bring:

- · Energy savings up to 60% more efficient
- · Performance longer life and superior lighting
- · Safety wide, consistent light pattern improves visibility

Visit tampaelectric.com/newLEDs to learn more about the benefits and when we'll be in a neighborhood near you.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL phone online

See reverse side for more information

Account: 211003639344

Current month's charges: \$550.86 Total amount due: \$550.86 Payment Due By: 01/06/2020 **Amount Enclosed** 

629161053101

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607-6008



tampaelectric.com



Account: 211003639344
Statement Date: 12/16/2019
Current month's charges due 01/06/2020



## Details of Charges - Service from 11/14/2019 to 12/13/2019

Service for: 14306 ROMEO BLVD, RIVERVIEW, FL 33579-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
K32125	12/13/2019	67,268	61,592		5,676 kWh	1	30 Days
						Tampa Electric	Usage History
Basic Servic Energy Char Fuel Charge Florida Gros Electric Ser	ge s Receipt Tax	-,-	a @ \$0.05916/kWh a @ \$0.03227/kWh	\$18. \$335. \$183. \$13.	79 16	Kilowatt-Hot (Average)	189 202 210 212 205
Total Cu	rrent Month's C	harges			<b>\$550.86</b>	JUL JUN MAY APR MAR FEB JAN DEC	205 205 216 187 197 188 183 182

## Important Messages

## Warmest wishes from our family to yours

All of us at Tampa Electric wish you a wonderful holiday season and a very happy new year. We're proud to provide you with the safe, reliable and affordable energy that fuels your life.

## Good news! Look for a credit on your next bill.

The credit will be based upon your usage, but figure about \$9 if you average 1,000 kilowatt-hours a month. After recovering costs of restoring power for Hurricane Irma and other storms, Tampa Electric still had savings from a recent federal tax law change – this credit is returning these savings back to customers. The credit was proposed by Tampa Electric, approved by the Florida Public Service Commission and supported by Florida's Office of Public Counsel, the Florida Industrial Power Users Group and the Florida Retail Federation.



MIRABELLA COMMUNITY DEVELOPMENT

MIRABELLA COMMUNITY DEVE

MIRABELLA, PH 2A&2B

RIVERVIEW, FL 33579-0000

## ACCOUNT INVOICE

tampaelectric.com



Statement Date: 12/16/2019 Account: 211003639526

Current month's charges:

\$594.94

Payment Due By:

Total amount due: \$594.94 01/06/2020



# **Your Account Summary** \$594.94 Previous Amount Due -\$594.94 Payment(s) Received Since Last Statement **Current Month's Charges** \$594.94 \$594.94 **Total Amount Due**



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



## We're shedding new light on dark winter nights.

New LED lighting will bring:

- · Energy savings up to 60% more efficient
- Performance longer life and superior lighting
- · Safety wide, consistent light pattern improves visibility

Visit tampaelectric.com/newLEDs to learn more about the benefits and when we'll be in a neighborhood near you.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL phone online pay agent

See reverse side for more information

Account: 211003639526

Current month's charges: \$594.94 Total amount due: \$594.94 01/06/2020 Payment Due By: **Amount Enclosed** 

629161053102

MIRABELLA COMMUNITY DEVELOPMENT MIRABELLA COMMUNITY DEVE 2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com

Account: Statement Date: 211003639526 12/16/2019

Current month's charges due 01/06/2020



## **Details of Charges -- Service from 11/09/2019 to 12/10/2019**

Service for: MIRABELLA, PH 2A&2B, RIVERVIEW, FL 33579-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 32 days

806 kWh @ \$0.02904/kWh \$23.41 Lighting Energy Charge Fixture & Maintenance Charge 19 Fixtures \$262.95 \$281.58 Lighting Pole / Wire 19 Poles \$25.74 806 kWh @ \$0.03194/kWh Lighting Fuel Charge \$1.26 Florida Gross Receipt Tax

\$594.94 **Lighting Charges** 

**Total Current Month's Charges** 

\$594.94

## **Important Messages**

#### Warmest wishes from our family to yours

All of us at Tampa Electric wish you a wonderful holiday season and a very happy new year. We're proud to provide you with the safe, reliable and affordable energy that fuels your life.

Good news! Look for a credit on your next bill.

The credit will be based upon your usage, but figure about \$9 if you average 1,000 kilowatt-hours a month. After recovering costs of restoring power for Hurricane Irma and other storms, Tampa Electric still had savings from a recent federal tax law change – this credit is returning these savings back to customers. The credit was proposed by Tampa Electric, approved by the Florida Public Service Commission and supported by Florida's Office of Public Counsel, the Florida Industrial Power Users Group and the Florida Retail Federation.



Ryder Residential and Commercial, LLC 813-846-2865

1071 Emerald Dr. Brandon, Florida 33511 United States

Billed To Nicole Hicks, DM Mirabella CDD (Gene Roberts) 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 United States Date of Issue 11/18/2019

Due Date

12/18/2019

Invoice Number 0000100

Amount Due (USD) **\$287.50** 

Rate Line Total Description Qty \$65.00 1 \$65.00 Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 05/04/19 \$65.00 1 \$65.00 Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 05/11/19 \$5.50 5 \$27.50 light bulb \$65.00 1 \$65.00 Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 05/18/19 \$65.00 1 \$65.00 Development Cleaning & Trash Cans (Mirabella) Cleaning around parking lot, sidewalks, pool and clubhouse 05/25/19 JABY 53900 4602 Subtotal 287.50 Tax 0.00 Total 287.50 **Amount Paid** 0.00 Amount Due (USD) \$287.50

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# Invoice

Date: 12/27/2018

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

Mirabella CDD

Pool Bathroom Cleaning Services Thursday 12/27/2018\_\_\_\_\_\$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALI.
Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 12/3/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

## Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 12/3/2019\_\_\_\_\_\$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL
Payment due upon receipt.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

## **Invoice**

Date: 12/10/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services and Clubhouse

**Cleaning Services** 

# Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 12/10/2019_	\$45.00
Clubhouse Cleaning Services Tuesday 12/10/2019	\$70.00

Total Amount Due \$115.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL. PAYMENT IS DUE UPON RECEIPT OF INVOICE.

2800 East 113<sup>th</sup> Ave Unit 203 Tampa, FL 33612 Telephone (813) 389-4189

# **Invoice**

Date: 12/17/2019

To: Meritus Via Email: districtinvoices@meritusdistricts.com

From: Suzanna M. Kimball

RE: Mirabella CDD 10635 Balm Road Pool Bathroom Cleaning Services

## Mirabella CDD

Pool Bathroom Cleaning Services Tuesday 12/17/2019\_\_\_\_\_\$45.00

Total Amount Due \$45.00

PLEASE MAKE CHECK PAYABLE TO SUZANNA KIMBALL Payment due upon receipt.



#### Bill To:

Mirabella CDD c/o Meritus 2005 Pan Am Cir Suite 300 Tampa, FL 33607

**Property Name:** 

Mirabella CDD

#### INVOICE

INVOICE#	INVOICE DATE
SS 73162	12/31/2019
TERMS	PO NUMBER
Net 30	

#### Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: January 30, 2020

Invoice Amount: \$367.48

Description Current Amount

Mirabella Entrance Annual Flower Bed Annual change out at entrance bed. Plant Installation

\$367.48

Invoice Total

\$367.48

# IN COMMERCIAL LANDSCAPING



Proposal #36734 Date: 11/20/2019 From: Jose Vazquez

**Proposal For** 

Meritus 2005 Pan Am Cir Suite 300 Tampa, FL 33607

main: mobile: 14316 Romeo Blvd Riverview, FL 33579

Location

Property Name: Mirabella CDD

Mirabella Entrance Annual Flower Bed

Terms: Net 30

DESCRIPTION		QUANTITY	AMOUNT
Annual Installation		2.00	\$99.35
Annual change out for entrance bed		120.00	\$240.00
Client Notes Annual change out at entrance bed.			
	SUBTOTAL		\$367.48
Signature	SALES TAX		\$0.00
× Nicole Hicks	TOTAL		\$367.48

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name: Nicole Hicks	Jose Vazquez
Title: District Manager	Office: jvazquez@yellowstonelandscape.com
Date: 11/20/19	Completed 12/11/19
	Truck #1474
	Ticket #525195

# Mirabella Community Development District

Financial Statements (Unaudited)

Period Ending December 31, 2019



 $\begin{array}{c} \textbf{Meritus Districts}\\ 2005\ \text{Pan Am Circle} \sim \text{Suite } 300 \sim \text{Tampa, Florida } 33607\text{-}1775\\ \text{Phone } (813)\ 873\text{-}7300 \sim \text{Fax } (813)\ 873\text{-}7070 \end{array}$ 

## **Balance Sheet**

As of 12/31/2019 (In Whole Numbers)

	General Fund	Debt Service - Series 2013	Debt Service - Series 2015	General Fixed Assets Account Group	General Long-Term Debt	Total
Assets						
Cash-Operating Account	175,804	0	0	0	0	175,804
Investment-Revenue 2013 (3900)	0	144,616	0	0	0	144,616
Investment-Sinking 2013 (3901)	0	3	0	0	0	3
Investment-Interest 2013 (3902)	0	249	0	0	0	249
Investment-Prepayment 2013 (3905)	0	272	0	0	0	272
Investment-Reserve 2013 (3907)	0	150,800	0	0	0	150,800
Investment-Interest 2015 (5000)	0	0	0	0	0	0
Investment-Sinking 2015 (5002)	0	0	0	0	0	0
Investment-Prepayment 2015 (5003)	0	0	0	0	0	0
Investment-Reserve 2015 (5004)	0	0	11,340	0	0	11,340
Investment-Revenue 2015 (5005)	0	0	25,578	0	0	25,578
Due From Developer	0	0	0	0	0	0
Assessments Receivable - Tax Roll	0	0	0	0	0	0
Assessments Receivable - Off Roll	0	0	0	0	0	0
Due From General Fund	0	0	0	0	0	0
Prepaid Items	0	0	0	0	0	0
Prepaid General Liability Insurance	0	0	0	0	0	0
Prepaid Professional Liability	0	0	0	0	0	0
Prepaid Trustee Fees	0	0	0	0	0	0
Prepaid Property Insunrance	0	0	0	0	0	0
Deposits	3,020	0	0	0	0	3,020
Construction Work In Progress	0	0	0	1,603,075	0	1,603,075
Amount Available-Debt Service	0	0	0	0	271,261	271,261
Amount To Be Provided-Debt Service	0	0	0	0	1,560,739	1,560,739
Other	0	0	0	0	0	0
Total Assets	178,824	295,940	36,918	1,603,075	1,832,000	3,946,757
Liabilities						
Accounts Payable	457	0	0	0	0	457
Accounts Payable Other	0	0	0	0	0	0
Due To Debt Service Fund	0	0	0	0	0	0
Deferred Revenue	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0
Deposits	500	0	0	0	0	500
Revenue Bonds Payable - Series 2013	0	0	0	0	1,540,000	1,540,000
Revenue Bonds Payable - Series 2015	0	0	0	0	292,000	292,000
Total Liabilities	957	0	0	0	1,832,000	1,832,957

## **Balance Sheet**

As of 12/31/2019 (In Whole Numbers)

	General Fund	Debt Service - Series 2013	Debt Service - Series 2015	General Fixed Assets Account Group	General Long-Term Debt	Total
Fund Balance-All Other Reserves	0	244,136	28,477	0	0	272,614
Fund Balance-Unreserved	44,811	0	0	0	0	44,811
Investment In General Fixed Assets	0	0	0	1,603,075	0	1,603,075
Other	133,056	51,804	8,440	0	0	193,300
Total Fund Equity & Other Credits	177,867	295,940	36,918	1,603,075	0	2,113,799
Total Liabilities & Fund Equity	178,824	295,940	36,918	1,603,075	1,832,000	3,946,757

# **Statement of Revenues and Expenditures**

001 - General Fund From 10/1/2019 Through 12/31/2019 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
O&M Assmts - Tax Roll	181,980	174,998	(6,982)	(4)%
Total Revenues	181,980	174,998	(6,982)	(4)%
Expenditures				
Financial & Administrative				
District Manager	27,000	6,750	20,250	75 %
District Engineer	2,100	0	2,100	100 %
Disclosure Report	5,000	5,000	0	0 %
Trustees Fees	5,655	5,113	542	10 %
Auditing Services	5,100	0	5,100	100 %
Arbitrage Rebate Calculation	650	0	650	100 %
Postage, Phone, Faxes, Copies	300	11	290	97 %
Public Officials Insurance	2,500	2,306	194	8 %
Legal Advertising	1,500	327	1,173	78 %
Bank Fees	150	0	150	100 %
Dues, Licenses & Fees	175	577	(402)	(230)%
Office Supplies	100	0	100	100 %
Website Administration	1,750	1,500	250	14 %
Legal Counsel				
District Counsel	5,000	2,091	2,909	58 %
Electric Utility Services				
Electric Utility Services	30,500	5,584	24,916	82 %
Garbage/Solid Waste Control Services				
Garbage Collection	500	0	500	100 %
Water-Sewer Combination Services				
Water Utility Services	2,000	189	1,811	91 %
Other Physical Environment				
Waterway Management Program	4,000	549	3,451	86 %
Property & Casualty Insurance	6,000	5,295	705	12 %
Clubhouse Facility Maintenance	12,000	1,693	10,307	86 %
Landscape Maintenance - Contract	38,000	2,441	35,560	94 %
Landscape Maintenance - Other	3,000	367	2,633	88 %
Plant Replacement Program	2,000	0	2,000	100 %
Irrigation Maintenance	4,000	0	4,000	100 %
Pool Maintenance	9,000	2,150	6,850	76 %
Security System - Contract	2,000	0	2,000	100 %
Capital Outlay	12,000	0	12,000	100 %
Total Expenditures	181,980	41,943	140,037	77 %
Excess of Revenues Over/(Under) Expenditures	0	133,056	133,056	0 %
Excess of Revenue/Other Sources Over Expenditures/Other Uses		133,056	133,056	0 %
Fund Balance - Beginning of Period				
Fund Balance-Unreserved				
	0	44,811	44,811	0 %
Total Fund Balance - Beginning of Period	0	44,811	44,811	0 %
Fund Balance - End of Period	0	177,867	177,867	0 %

# **Statement of Revenues and Expenditures**

202 - Debt Service - Series 2013 From 10/1/2019 Through 12/31/2019 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
DS Assmts - Tax Roll	130,950	134,940	3,990	3 %
Interest Earnings				
Interest Earnings	0	764	764	0 %
Total Revenues	130,950	135,704	4,754	4 %
Expenditures				
Debt Service Payments				
Interest-Series 2013	105,950	53,900	52,050	49 %
Principal-Series 2013	25,000	30,000	(5,000)	(20)%
Total Expenditures	130,950	83,900	47,050	36 %
Excess of Revenues Over/(Under) Expenditures	0	51,804	51,804	0 %
Excess of Revenue/Other Sources Over Expenditures/Other Uses	0	51,804	51,804	0 %
Fund Balance - Beginning of Period				
Fund Balance-All Other Reserves			244.55	
	0	244,136	244,136	0 %
Total Fund Balance - Beginning of Period	0	244,136	244,136	0 %
Fund Balance - End of Period	0	295,940	295,940	0 %

# **Statement of Revenues and Expenditures**

203 - Debt Service - Series 2015 From 10/1/2019 Through 12/31/2019 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
DS Assmts - Tax Roll	22,580	22,259	(321)	(1)%
Interest Earnings				
Interest Earnings	0	91	91	0 %
Total Revenues	22,580	22,350	(230)	(1)%
Expenditures				
Debt Service Payments				
Interest-Series 2015	17,580	8,910	8,670	49 %
Principal-Series 2015	5,000	4,500	500	10 %
Prepayments	0	500	(500)	0 %
Total Expenditures	22,580	13,910	8,670	38 %
Excess of Revenues Over/(Under) Expenditures	0	8,440	8,440	0 %
Excess of Revenue/Other Sources Over Expenditures/Other Uses	0	8,440	8,440	0 %
Fund Balance - Beginning of Period Fund Balance-All Other Reserves				
	0	28,477	28,477	0 %
Total Fund Balance - Beginning of Period	0	28,477	28,477	0 %
Fund Balance - End of Period	0	36,918	36,918	0 %

### Summary

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 12/31/19 Reconciliation Date: 12/31/2019

Status: Locked

Bank Balance	307,244.59
Less Outstanding Checks/Vouchers	131,440.59
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	0.00
Reconciled Bank Balance	175,804.00
Balance Per Books	175,804.00
Unreconciled Difference	0.00

Click the Next Page toolbar button to view details.

#### Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 12/31/19
Reconciliation Date: 12/31/2019

Status: Locked

### Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1997	6/1/2019	System Generated Check/Voucher	100.00	Southeastern Tax Professionals, Inc.
2100	11/21/2019	System Generated Check/Voucher	1,500.00	ADA Site Compliance
2112	12/6/2019	Series 2013 FY20 Tax Dist ID 449	129,840.59	Mirabella CDD
Outstanding Checks/Vo	uchers		131,440.59	

#### Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 12/31/19
Reconciliation Date: 12/31/2019

Status: Locked

#### Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
2080	10/22/2019	Series 2013 FY19 Tax Dist ID ExFess	1,160.66	Mirabella CDD
2098	11/12/2019	Series 2013 FY20 Tax Dist ID 441	3,192.00	Mirabella CDD
2099	11/12/2019	Series 2015 FY20 Tax Dist ID 441	526.55	Mirabella CDD
2108	11/20/2019	Series 2013 FY20 Tax Dist ID 445	953.64	Mirabella CDD
2109	11/20/2019	Series 2015 FY20 Tax Dist ID 445	157.31	Mirabella CDD
2110	11/20/2019	Series 2013 FY20 Tax Dist ID 447	953.64	Mirabella CDD
2101	11/21/2019	System Generated Check/Voucher	401.68	Doug Belden, Tax Collector
2111	11/22/2019	Series 2015 FY20 Tax Dist ID 447	157.31	Mirabella CDD
2106	12/2/2019	System Generated Check/Voucher	2,260.50	Meritus Districts
2107	12/2/2019	System Generated Check/Voucher	45.00	Suzanna M. Kimball
2113	12/6/2019	Series 2015 FY20 Tax Dist ID 449	21,418.31	Mirabella CDD
2114	12/12/2019	System Generated Check/Voucher	287.50	Ryder Residential and Commercial, LLC
2115	12/12/2019	System Generated Check/Voucher	1,930.70	Straley Robin Vericker
2116	12/12/2019	System Generated Check/Voucher	160.00	Suzanna M. Kimball
2117	12/19/2019	System Generated Check/Voucher	183.00	Solitude Lake Management, LLC
2118	12/19/2019	System Generated Check/Voucher	84.99	Bright House Networks
2119	12/19/2019	System Generated Check/Voucher	45.00	Suzanna M. Kimball
2120	12/19/2019	System Generated Check/Voucher	650.00	Zebra Cleaning Team, Inc
2121	12/24/2019	System Generated Check/Voucher	93.20	BOCC
2122	12/24/2019	System Generated Check/Voucher	2,350.15	Tampa Electric
Cleared Checks/Vouche	ers		37,011.14	

#### Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 12/31/19 Reconciliation Date: 12/31/2019

Status: Locked

**Cleared Deposits** 

Deposit Number	Document Number	Document Date	Document Description	Document Amount
	CR113	12/4/2019	Tax Distribution - 12.04.19	319,644.18
Cleared Deposits				319,644.18