



MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between PRESTIGE CLEANING GROUP, INC., a Delaware corporation (the "Contractor") and the person/entity below (the "Customer"). The Contractor and Customer may be referred to herein individually as a "party", and collectively as "the parties". The "Effective Date" of this Agreement shall be the date upon which the last party to sign this Agreement executes the same.

Customer:

Colbert Landing CDD
C/O Stephen Ervin
Folio Association Management
servin@folioam.com

Service Site:

5 Armoyan Dr. Palm Coast FL 32137

In consideration for the execution of this Agreement, as well as the mutual rights and obligations of the parties set forth hereinbelow, the parties agree as follows:

1. **Contractor's Services.** In consideration of the Customer's payment of the Compensation, the Contractor shall perform the services set forth in its Scope of Work attached hereto as Exhibit "A" (the "Services") at the service site set forth above (the "Property"). Unless otherwise specified, the Services are exclusive of any other services or labor not expressly set forth in Exhibit "A".

2. **Standards of Performance.** The Services shall be performed in a workmanlike manner. Contractor's personnel will wear Contractor's uniforms, as well as all safety and PPE required by the occupational Safety and Health Administration (OSHA), while at the Property. From time to time, Contractor may request Customer's on-site inspection of the Property and the Services to ensure the Customer's satisfaction. If a request is made, Customer agrees to reasonably coordinate such site inspection with Contractor's personnel at a mutually agreeable time and location. Customer represents that Customer's representative who

appears at such site inspection will have authority to approve the Services.

3. **Change Orders.** Any request or directive made by Customer or Customer's actual or apparent agent(s) to Contractor (whether in writing or verbally) to increase, modify, reduce, or alter in any way the Services or the Compensation, which request or directive is either accepted or performed by Contractor shall constitute a binding amendment to this Agreement (a "Change Order"). This Agreement shall fully govern a Change Order. In the event that no price is established for a Change Order, then the parties stipulate that the price term of a Change Order shall be the actual costs, fees, and expenses associated with Contractor's performance thereof (at the customary rates in effect at the time of such Change Order), together with Contractor's reasonable and customary profit and overhead in effect at the time of such Change Order.

4. **Insurance; Licensing.** The Contractor represents that Contractor is fully insured for required workers' compensation coverage on its employees, and

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carries general liability insurance covering its Services. Contractor shall provide a copy of the same to Customer upon request. Contractor shall be responsible for obtaining any licenses and/or permits required by law for activities at the Property.

5. **No Interference.** The Customer acknowledges that Contractor's performance of the Services may inconvenience residents, personnel, or guests at the Property. The Customer acknowledges that Contractor is not liable or responsible for such inconveniences or interference, and covenants to hold Contractor harmless from any claims for the same. The Customer shall promptly and continuously ensure that no residents or guests at the Property interfere with the Contractor or the Services in any way.

6. **Risk of Loss; Hold Harmless.** The Customer shall bear the risk of loss for any products, equipment, personal property, landscaping, flowers, grass, or shrubbery which are damaged by Contractor's Services, or any intervening or superseding cause. Furthermore, Contractor shall not be responsible for any pre-existing damage to items at the Property, even if such items are maintained as part of the Services. In addition, and without limiting the generality of the foregoing, Contractor is not responsible for, and Customer holds Contractor harmless for: (i). damage to or maintenance/replacement of any personal property, fixtures, furnishings, or equipment located at the Property; (ii). any damage due to vandalism, theft, or the actions/inactions of any third party; and (iii). any damage due to operation of Contractor's equipment in performing the Services.

7. **Compensation.** The Customer shall pay Contractor the compensation set forth in Exhibit "A" as and when due (the "Compensation"). If no time for payment is specified, all amounts shall be paid within thirty (30) calendar days from the date of performance of the portion of Services invoiced for. Time is of the essence. In the event of nonpayment, Contractor shall charge, and Customer agrees to pay, interest at the rate of eighteen percent (18%) per invoice on the total outstanding balance until paid in full after 30 days. Customer's payment of Compensation shall constitute Customer's acceptance of all Services performed to date. Contractor's continued performance of the Services is expressly conditional upon Customer's continued performance of its obligations hereunder. In the event of nonpayment, in addition to Contractor's other remedies, Contractor may immediately suspend performance of the

Services without notice to Customer until payment is brought current in full. In addition, in the event of nonpayment, Contractor may condition its continued performance (after suspension) upon Customer's payment of a deposit equal to one (1) month's Services, which shall be applied to the last month of the Term (as defined below), or to any outstanding balance owed to Contractor by Customer in the Future.

8. **Term; Termination.**

a. This Agreement shall begin upon the Effective Date, and shall continue for a period of twelve (12) months therefrom (the "Term"). Unless otherwise terminated or renewed as provided for herein, upon the expiration of the Term, this Agreement shall automatically renew for successive twelve (12) month terms.

b. **Termination for Cause.** In the event of a material breach of this Agreement by either party, the other party may deliver written notice of such breach to the other party specifying such breach. Upon receipt of such notice, the breaching party shall have ten (10) days within which to cure the complained of breach. If the breaching party fails to cure such breach within this time period, then the other party may terminate this Agreement immediately upon additional written notice. Cause shall not exist if the alleged breach is something not the responsibility of a party hereunder.

c. **Termination for Convenience.** Either party may terminate this Agreement for any reason, or for no reason, by delivering written notice of their intent to terminate this Agreement of not less than thirty (30) days to the other party.

d. **Continued Performance.** During the pendency of any termination notice period, both parties shall continue to perform their obligations hereunder, unless otherwise excused by the provisions of this Agreement. Termination of this Agreement, regardless of reason or cause, by whom it is terminated, or whether proper notice is given, shall not relieve Customer of its payment obligations hereunder.

an original but, when taken together, shall constitute one and the same Agreement.

9. **Force Majeure.** Contractor's performance of this Agreement may be delayed, prevented, made impracticable, or made cost prohibitive due to unforeseeable and unavoidable delays or circumstances, including, but not limited to, those caused by federal, state or municipal actions, statutes, ordinances or regulations, acts of god, pandemics, epidemics, biological risks, hurricanes, earthquakes, war, terrorism, civil strife, strike, material or labor shortage, or any act, condition, thing, or circumstance which is either beyond Contractor's reasonable control, is unforeseen or unanticipated by Contractor, or would render Contractor's continued performance impossible, impracticable, or cost ineffective as determined by Contractor in its sole and absolute discretion (each, a "Force Majeure Event", and collectively, "Force Majeure Events"). In the event that a Force Majeure Event occurs, then Contractor shall be entitled to, at its option, do any or all of the following, which shall not constitute a breach of this Agreement: (i). receive a reasonable extension and modification of the terms of this Agreement (including both Compensation and performance schedule); (ii). temporarily suspend performance of the Services, in which case an equitable adjustment to the Compensation shall be made; or (iii). terminate this Agreement or a Change Order (as the case may be), in which case Customer shall be responsible for all actual costs, fees, and expenses actually incurred by Contractor to the date thereof, together with all costs, fees, or expenses to be incurred thereafter which cannot be reasonably avoided by Contractor.

10. **Publicity.** Customer expressly permits Contractor to use Customer's branding in its promotional materials or for purposes of providing references to prospective clients. Contractor shall have the right to include photographic or artistic representations of its Services and the Property among Contractor's promotional and professional materials. This provision shall survive the termination of this Agreement.

11. **Notices; Counterparts.** All notices required or permitted to be sent by the parties to this Agreement shall be sent via certified mail, return receipt requested, or via electronic mail, to the addresses set forth herein for each party. Either party hereto may change their address for purpose of receiving notices by providing notice to the other party thereof pursuant to this section. This Agreement may be executed electronically, via facsimile, or via e-mail acceptance, and may be executed in counterparts—each of which shall constitute

12. **No Waiver; Binding Effect.** All remedies of Contractor stated in this Agreement are cumulative, and not to the exclusion of any other remedy, whether contractual, legal, or equitable in nature. No failure by Contractor to insist upon the strict performance by Customer of its obligations hereunder shall constitute a waiver of Contractor's rights hereunder, or its ability to insist upon the strict performance by Customer of its obligations at a later date. This Agreement shall be binding upon, and shall inure to the benefit of each party and their respective successors and assigns. There are no third-party beneficiaries created or intended by virtue of this Agreement.

13. **Limitation.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, OR ANY AMENDMENT HERETO, CUSTOMER HEREBY RELEASES AND WAIVES ALL RIGHTS, CLAIMS, AND ACTIONS AGAINST CONTRACTOR AND ITS VENDORS, OFFICERS, AFFILIATES, REPRESENTATIVES, ASSIGNS, SUBSIDIARIES, CONTRACTORS, AND EMPLOYEES FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, REVENUE, OR PROFITS.

14. **Pre-Suit Mediation.** AS AN EXPRESS AND ABSOLUTE CONDITION PRECEDENT TO THE INSTITUTION OR MAINTENANCE OF ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEPT FOR ACTIONS BY CONTRACTOR AGAINST CUSTOMER FOR NONPAYMENT, THE PARTIES EXPRESSLY AGREE TO FIRST ATTEND MANDATORY PRE-SUIT MEDIATION. MEDIATION SHALL OCCUR WITHIN NINETY (90) DAYS OF A PARTY'S REQUEST FOR THE SAME, WHICH REQUEST SHALL BE IN WRITING. MEDIATOR'S FEES SHALL BE BORNE IN EQUAL SHARES BY THE PARTIES. A PARTY'S REFUSAL TO ATTEND MEDIATION OR TIMELY SELECT A MEDIATOR SHALL RELEASE THE OTHER PARTY FROM THE CONDITION PRECEDENT ESTABLISHED HEREIN.

Choice of Law; Venue; Jury Trial
Waiver. Venue for any legal action or mediation arising from or relating to either this Agreement or the Services shall be proper, convenient, and exclusively held in the courts of the county wherein Contractor's principal place of business is located. BOTH PARTIES HERETO

EXPRESSLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, AND EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FOREGOING COURTS. BOTH PARTIES EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF FLORIDA, EXCLUSIVE OF ITS CHOICE OF LAWS PRINCIPLES, SHALL APPLY TO THIS AGREEMENT. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE CONSIDERED TO HAVE BEEN MADE AND ENTERED INTO IN ORANGE COUNTY, FLORIDA, NOTWITHSTANDING ANY CONTRACTUAL PROVISION, LAW, OR EQUITABLE PRINCIPLE TO THE CONTRARY.

16. **Prevailing Party.** In the event that any legal action is taken by either party to enforce any provision of this Agreement against the other party, the prevailing party therefrom shall be entitled to recover from the non-prevailing party all costs, fees, and expenses arising from such legal action, including accounting costs, court costs, attorneys' fees, and all other reasonably related expenses. The term "prevailing party" means the party prevailing on the substantial matters of law at issue in such action.

17. **Construction; Headings.** The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party. The headings of the sections of this Agreement are provided for the convenient reference of the parties, and shall in no way affect the interpretation or effect of the provisions to which they are attached.

18. **Entire Agreement.** This Agreement, together with any addenda, modification, or exhibits made hereto, represents the entire, final and exclusive agreement between the Customer and Contractor with regard to the subject matter contained in this Agreement and hereby supersedes any prior understanding or representation of any kind, whether written or verbal, express or implied, that is contrary to or in conflict with the terms and provision of this Agreement. In the event of a conflict or inconsistency between a provision of this Agreement and that of a Change Order or any Customer documentation or agreement signed by Contractor prior to, simultaneously with, or after the effective date of this Agreement, the provision granting the greater of rights to

Contractor, or imposing the greater of obligations upon Customer, as the case may be, and as determined by Contractor in its sole and absolute discretion, shall control and apply.

19. **Authority.** The signatory below on behalf of the Customer hereby certifies, represents, and warrants that they have the full authority and capacity to bind the Customer to this Agreement. In the event that the foregoing becomes untrue, then the below signatory hereby personally guarantees the Customer's obligations hereunder, jointly and severally with Customer, and in any legal action by Contractor, Contractor may proceed against such signatory in their individual capacity either with or in lieu of proceeding against Customer.

20. **Annual Rate Adjustment:** The compensation specified in this Agreement shall be subject to an annual increase of four percent (4%) effective on each anniversary of the Agreement's effective date. This adjustment shall be applied to the total contract amount (or applicable fees/rates) to reflect cost escalations and continued service value.

21. **Non-Solicitation:** The client agrees not to hire or engage in Prestige Cleaning Group's employees or subcontractors, directly or indirectly, for similar work provided or bid by Prestige Cleaning Group during the term of this agreement and for 24 months thereafter.

22. **Recognized Holidays.** The Contractor observes the following holidays:

- New Year's Day (January 1st)
- Memorial Day (last Monday of May)
- Independence Day (July 4th)
- Labor Day (first Monday of September)
- Thanksgiving (fourth Thursday of November)
- Christmas Day (December 25th)

No Services shall be performed on the above Holidays without the prior written consent of Contractor, which consent the Contractor may withhold in its sole and absolute discretion. Applicable fees and costs related to Services performed on the above Holidays will be borne exclusively by the Customer. If the above Holidays fall on either a Thursday or Friday, the Contractor will, at the Contractor's discretion, either perform services on the next business day, or issue a credit for that day.

IN WITNESS WHEREOF, the parties executed this Agreement by affixing their signatures below:

CUSTOMER

CONTRACTOR

Signed: _____

Signed: _____

Name: _____

Name: Yahaira DeLeon

Title: _____

Title: Vice President

Date: ____/____/____

Date: ____/____/____

Service

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EXHIBIT "A"

Scope of Work & Compensation

Monthly Cleaning Service Fee: \$ 2,770.00

The Monthly Fee stated above is due on or before the _1_ day of each month during the Term.
Effective date July 01, 2026 through June 30, 2027.

Pool Cleaning Service

3x per week (days of the week TBD)

- Cleaning the filter, pump, brushing, chemical balance, vacuum, free phosphate control & removal.

Janitorial Services

3x per week throughout the year (days of the week TBD),

If necessary to add more cleaning days this would be an additional charge based on community needs.

- Clean pool cabana bathrooms, replenish soaps, paper goods, & trash liners
- Clean all glass doors/windows and mirrors
- Remove cobwebs, wipe down any high contact area with disinfectants, pick up any loose trash, empty trash bins, wipe down and organize pool furniture.
- Blow pool deck remove any loose trash or debris
- Report any non-service related items, safety hazards, repairs etc.
- Kitchen cleaning, including cabinets, microwave, refrigerator, and countertops. This will be done once a month.

Waste Removal

Remove trash from the pool cabana area, bathrooms, the children's play area, and the post office.

Client is responsible for the cost of all toiletries and trash liners. This will be billed separately as needed.

Soft & Pressure Wash

1x per year Pool Cabana deck and exterior structure included in contract price

Additional

POST-RENTAL CLEANING: A post-rental cleaning fee of \$150 will be charged.

COLBERT LANDINGS

COMMUNITY DEVELOPMENT DISTRICT

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