

Service Contract:

I. The Parties. This Service Contract (“Agreement”) made August 1st 2025 (“Effective Date”), is by and between:

Service Provider: Emerald Facility Management LLC. with a mailing address of P.O. Box 8460, Seminole, Florida, 33775 ("Service Provider"),

and

Client: Fareham Square Condominium Association with a mailing address of 301 2nd Street North, St. Petersburg, FL 33701 ("Client").

The Service Provider and Client are each referred to herein as a “Party” and collectively as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on August 1st 2025 and terminate upon either Party providing 30 day(s) written notice to the other Party.

[Remainder of page intentionally left blank]

III. The Service. The Service Provider agrees to provide the following: Handyman Services; Per 'Attachment A' (Last Page).

Hereinafter known as the "Service."

The Service Provider shall provide, while performing the Service, that they shall comply with the policies, standards, and regulations of the Client, including local, state, and federal laws.

The Service Provider agrees to provide the Service at the at the Client's mailing address mentioned in Section I

IV. Payment Amount. The Client agrees to pay the Service Provider the following:

Monthly Invoice raised on the first (1st) of each month for the preceding billing period. For example; September's invoice (Billing Period being Sept' 1st- Sept' 30th) will be sent on the 1st of September.

****** Please refer to 'Attachment A' for Contract Pricing Breakdown******

Hereinafter known as the "Payment Amount."

[Remainder of page intentionally left blank]

V. Payment Method. The Client shall pay the Invoiced Amount by physical check or ACH direct deposit. Emerald Facility Management LLC. provide NET 30 terms for all services rendered.

Physical Remittance Address:

Emerald Facility Management LLC.,
P.O. Box 8460,
Seminole, FL 33775

ACH Bank Transfer:

Please contact our office at **(727) 322-3022** or **Billing@emerald-serv.com** to set up ACH Bank Transfer.

Auto-Pay:

Please contact our office at **(727) 322-3022** or **Billing@emerald-serv.com** to set up this payment method.

Hereinafter known as the “Payment Method.” The Payment Amount and Payment Method collectively shall be referred to as “Compensation.”

[Remainder of page intentionally left blank]

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Service Provider, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Client. Failure to do so may result in reimbursement for such items/property to be paid to the Service Provider.

IX. Time is of the Essence. The Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. The Client acknowledges and agrees that all financial and accounting records, lists of property owned by the Service Provider, including amounts paid, therefore, client and customer lists, and any other data and information related to the Service Provider's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Service Provider and information which is a matter of public record, the Client shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Client or any other person, except with the prior written consent of the Service Provider.

a.) Return of Documents. The Client acknowledges and agrees that all originals and copies of records, reports, documents (Financial and Other), lists, plans, memoranda, notes, and other documentation related to the business of the Service Provider containing Confidential Information shall be the sole and exclusive property of the Service Provider and shall be returned to the Service Provider upon termination of this Agreement or upon written request of the Service Provider.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Service Provider's business from any breach by the Client under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Client agrees that if they should breach this Section, the Service Provider shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Service Provider.

c.) No Release. The Client agrees that the termination of this Agreement shall not release them from the obligations in this Section.

XI. Sales and Use Taxes. Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed. It is the sole responsibility of the Service Provider to collect, record and pay all sales and use tax related to the given services performed at the Client's location(s) and/ or facility(s). Clients who are sales and use tax exempt must provide official documentation that is valid and active. Clients that are subject to sales and use taxes will be charged at the applicable rate as per State and City Legislation and this charge will be clearly marked and represented on the invoice.

XII. Independent Contractor Status. The Service Provider acknowledges that they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so.

XIII. Safety. The Service Provider shall, at their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, the Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Alcohol and Drugs. The Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services.

XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Florida.

XIX. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

[Remainder of page intentionally left blank]

XX. Additional Terms & Conditions.

- a.)** Any additional services/ special projects outside of the scope will be subject to additional charges.

- b.)** Emerald FM reserves the right to submit service cost increases relating to CPI and Industry Inflation. Emerald FM will provide such requests 1 month (30 Days) prior to the new proposed price increase date. Once approved, pricing will be adjusted to the new rate starting on the 1st of the following month per invoice date. Our client reserves the right to negotiate and counter any contractual and pricing requests.

- c.)** In the case that the routine operative is unable to perform his/ her activates (Due to sickness, vacation, etc.), Emerald FM will provide full coverage by means of sending a separate janitorial staff member to cover the shifts. There will be no lapse in coverage.

- d.)** Emerald FM staff are provided with a paid day off for the following Holidays; Memorial Day, 4th of July/ Independence Day, Thanksgiving, Christmas Day and New Year's Day. If a client requires coverage for those exact dates, Emerald FM will provide an alternate staff member at an additional Holiday Coverage Rate (HCR). HCR is calculated at **\$59.00** per working hour with a minimum of 4 works required.

- e.)** It is hereby prohibited for the Client to approach Emerald FM staff members and solicit their (The Client's) employment opportunities.

- f.)** Emerald FM are expected to provide, maintain and appropriately operate/ use all necessary equipment to fulfill the service to the standard required by the Client.

- g.)** All materials and supplies, unless furnished and provided by the Client, will be reimbursable to Emerald FM based on the actual receipts.

h.) The Service Provider will ensure that all of Emerald FM's staff members permitted on property are Level 2 Background checked and cleared.

XXI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature *Greg King* Date 07/28/25
Greg King (Jul 28, 2025 15:28:28 EDT)

Print Name Greg King

Service Provider's Signature *Robert Sheridan* Date 7-28-2025

Print Name Robert Sheridan

[Remainder of page intentionally left blank]

Attachment A:

Emerald Facility Management

PO Box 8460
Seminole, FL 33775
(727) 322-3022
Billing@Emerald-Serv.com
www.emerald-serv.com



Estimate

ADDRESS
Fareham Square Condo. Assoc.
301 2nd Street North,
St. Petersburg, FL 33701

ESTIMATE EST-25-0117
DATE 05/31/2025

| SERVICE. | QTY. | RATE. | AMOUNT. |
|---|------|-------|---------|
| Maintenance Technician 8 Hours/ Per Month. | 8 | 47.00 | 376.00 |

Please Note:
> Minimum Shift to be no less than 4 hours per visit.
> Materials and Supplies to be billed separately (At Cost).
> Day(s) of service to be decided.

| | |
|----------|-----------------|
| SUBTOTAL | 376.00 |
| TAX | 0.00 |
| TOTAL | \$376.00 |


Emerald FM; Service Contract Agreement_2025


Final Audit Report


2025-07-28


| | |
|-----------------|--|
| Created: | 2025-07-28 |
| By: | Robert Sheridan (robert.sheridan@emerald-serv.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_48nS10veaygZMmS3HSwzapvf8bLHVF7 |


"Emerald FM; Service Contract Agreement_2025" History


 Document created by Robert Sheridan (robert.sheridan@emerald-serv.com)
2025-07-28 - 7:04:32 PM GMT

 Document emailed to Greg (gking7@msn.com) for signature
2025-07-28 - 7:04:40 PM GMT

 Email viewed by Greg (gking7@msn.com)
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 Signer Greg (gking7@msn.com) entered name at signing as Greg King
2025-07-28 - 7:28:26 PM GMT

 Document e-signed by Greg King (gking7@msn.com)
Signature Date: 2025-07-28 - 7:28:28 PM GMT - Time Source: server

 Agreement completed.
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