

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into Bay Oaks HOA, Inc., c/o Brian Rivenbark ("Client"), whose mailing address is PO Box 18809, Sarasota, FL 34276, and Environmental Solutions Florida, Inc ("Contractor"), a Florida Corporation, whose mailing address is PO Box 1412, Palm Harbor, Florida 34682.

WHEREAS Client seeks to retain the professional services of the Contractor; and

WHEREAS Contractor has the knowledge and experience to provide such professional services described in this Professional Services Agreement ("Agreement") and in the Scope of Services attached hereto and incorporated and made a part of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the parties agree as follows:

1. **Performance.** Upon full execution of this Agreement, Contractor agrees to perform the professional services outlined in the Scope of Services based upon its knowledge and experience as of the date of this Agreement, using reasonable professional judgment, and consistent with industry practices.
2. **Access and Information.** Client agrees to provide Contractor with access to the properties associated with the Scope of Services ("Site") during the full term of this Agreement. Client shall provide information necessary to identify Site boundaries, easements, and other relevant features of the Site. Such information shall be provided in the form of aerial or other maps, surveys, legal description(s), or other reliable and accurate information. If Client is not the owner of the Site, Client must provide written permission from the owner of the Site for the Contractor, its employees, agents or subcontractors, to access the Site and perform the services described in the Scope of Services.
3. **Contract Acceptance Period.** This Agreement is valid as offered for a period of up to thirty (30) days from the date of transmission to the Client and shall constitute a valid contract where the Agreement is fully executed by both parties within this thirty-day period.
4. **Compensation.** With respect to services performed for Client under the terms and conditions of this Agreement, Contractor shall be compensated as follows:
 - A. In consideration of the performance of services by Contractor, Client agrees to pay Contractor:
 - (i) **The amount of Thirty-Four Thousand Seven Hundred Dollars and Zero Cents (\$34,700.00)** ("Compensation") to be paid within thirty (30) days of invoice date for a one time silt/vegetation removal activity in the stormwater system at Bay Oaks, located on parcel 0140010046 (Sarasota County, FL). The work effort will be to remove an approximately 8' x 8' section of accumulated silt and vegetation immediately adjacent to each of the seven storm pipes drain into the central pond system adjacent to the wetland. The idea is that the newly created sump will allow for stormwater runoff to more easily drain into the pond system from the pipes. The removed material will be hauled away. The HOA and adjacent property owners must provide access for the equipment to complete this work. We will make an effort to minimize dirt tracking on pavement and ruts in grass, but some may occur. Work is anticipated during a dry time of the year, such as January or February. No permits are anticipated for this maintenance work. The invoice is based upon a lump sum payment for the task.
 - B. The Compensation in this Agreement reflects Contractor's best estimate required to complete the project based upon the information provided by Client regarding the conditions of the Site and the Contractor's understanding of the tasks necessary to complete the project. If findings are made during the course of this Agreement that require adjustment(s) to the Scope of Services in order to complete the project, Contractor will inform Client, and the parties shall agree to modify the Scope of Services or either party may terminate this Agreement. If this Agreement is terminated, Client shall compensate Contractor for all services rendered and reimbursable expenses incurred through the date of termination.
 - C. In addition to the Compensation listed above, unless otherwise specifically stated in this Agreement, Client shall pay for any and all regulatory agency or other types of fees, including application fees, impact fees and any and all other types of fees or charges required by such entities. If Client requests Contractor to attend meetings not specifically included in the Scope of Services, Contractor will be compensated for its time and expenses on an hourly basis.
5. **Invoices and Late Charges.** If a particular project is not billed on a lump sum basis, Invoices for Compensation and reimbursable expenses will be submitted to Client on a monthly basis for services performed and expenses incurred by Contractor for the period specified on the invoice. Payment shall be due and payable upon receipt of the invoice by Client. Payment will be deemed delinquent thirty (30) days after the date of receipt of an invoice. Delinquent amounts owed after thirty (30) days shall bear interest at a rate of eighteen percent (18%) per annum (1.5% monthly) until paid in full. Where delinquent payments have not been received sixty (60) days after issuance of an invoice, at Contractor's discretion all work may be stopped until all outstanding payments are received, and any and all schedules may be modified accordingly. No payments shall be withheld due to any dispute with

Contractor, nor shall any offsets be applied against sums specified in said invoice. Client hereby acknowledges that failure to remit invoiced amounts when due shall result in irreparable harm to Contractor and agrees to defend, indemnify, and hold harmless Contractor of and from any fees and costs incurred in the collection of any delinquent invoiced sums due and owing Contractor, including reasonable attorney's fees and costs. Client acknowledges that when permitted by Chapter 713, Florida Statutes, Contractor may place a lien on Client's property until all outstanding invoice payments, including interest, are paid in full.

6. Amendments and Modifications. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No oral representations or statements shall be considered a part of this Agreement. No contracts, promises, or warranties, except those expressly set forth herein, have been made by Contractor to Client, and no modifications hereof shall be claimed by Client unless in writing and signed by Contractor. Except as otherwise specified herein, no amendment or modification of this Agreement shall be binding unless in writing signed by both parties.
7. Independent Contractor. The Contractor shall be deemed for all purposes to be an independent contractor and not an employee of Client by reason of this Agreement or the relationship created between the parties hereunder. Except as otherwise required by law, Client shall not withhold any sums from Compensation owed to Contractor for Social Security or other federal, state or local tax liabilities or contributions.
8. Indemnification. Client shall indemnify, hold harmless, and defend Contractor, its agents, employees and officers from and against any and all claims, causes of action, lawsuits, demands, liabilities, damages, expenses or other actions, either at law or in equity, including attorney's fees and costs and attorney's fees and costs on appeal, caused or incurred, in whole or in part, by Client's failure to perform a needed task or disclose pertinent information, or as a result of negligent or wrongful acts or omissions by Client, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during performance of this Agreement.
9. Limitation of Liability. To the extent allowed by law, Client hereby agrees to limit Contractor's liability under this Agreement to the total amount of Contractor's fees for services rendered under this Agreement. Damages of Client, of any kind whatsoever, including without limitation for breach of contract, breach of warranty, negligence, tort, statutory claims, or regulatory claims, whether arising in equity or in law or otherwise, shall be limited to an amount equal to the Compensation listed above in this Agreement. Additionally, in no event shall Contractor be liable for consequential, incidental, punitive, or speculative damages, damages based upon any multiplier, or for lost profits. Client waives, releases, and covenants not to assert any right or claim to consequential, incidental, punitive, or speculative damages, damages based upon any multiplier, or for lost profits, under any circumstances.
10. Termination. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. In the event of termination by either party, Contractor shall be entitled to compensation for all services rendered and reimbursable expenses incurred through the date of termination. Client shall be responsible for any and all additional costs reasonably related to termination of this Agreement.
11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. No party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without prior written consent of the other party. Any purported assignment of rights in violation of this section will render this Agreement null and void upon such occurrence.
12. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Hillsborough County, Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
13. Severability. In the event that any provision(s) or section(s) of this Agreement is determined to be unenforceable or void as a matter of law, it is the intent of the parties that the remaining portion(s) of this Agreement be severed from the unenforceable provision(s) and that the remaining portion(s) of this Agreement be given full legal force and effect.

IN WITNESS WHEREOF, the authorized agents for the parties hereto have executed this Agreement, effective as of the date last signed by the parties hereto. By signing below, each party affirms that the party has read, understands, acknowledges and agrees to the foregoing terms and conditions of this Agreement.

CLIENT:

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Signed By: _____

Printed Name: Bryan Fast

Title: Principal

Date: 9/10/25