



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2



JENN MAR
DESIGNS

OVERLOOK CONDOMINIUM

LUXURY CONDO COMMUNITY

Hillsboro Mile

Design Services Agreement – Non-Authored Package
Modification & Update Services



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May 28th, 2026 – Revision 2

PROJECT INFORMATION:

Client / Owner:	Overlook Condominium Association, Inc. , (hereinafter referred to as “Client or Owner”) located at 1167 Hillsboro Beach, FL 33062
Designer:	Jenn Mar Designs, LLC (hereinafter referred to as the “Designer” or “JMD”). 6141 Stanley Lane, Delray Beach, FL 33484. Main / Cell: 561-350-6918.
Project Name, Address & Type:	Overlook Condominium , (hereinafter referred to as the “Project” or “Site”), located at 1167 Hillsboro Beach, FL 33062 Project Type: Luxury condominium common area renovation (board-governed property)
Project Scope:	JMD shall provide Non-Authored Design Package modification, update, and supplemental interior / exterior design services for the Project, as further detailed in the Scope of Work outlined herein (the “Scope Areas”). JMD’s services are expressly limited to modifying, updating, and supplementing the Non-Authored Package provided by Client. JMD does not adopt, re-author, or assume authorship of the original package.
Services:	All work performed by JMD under this Agreement shall be referred to as the “Services,” which include, but are not limited to, those items described in the Scope of Work. Services constitute modifications to and updates of the Non-Authored Package, and any supplemental design services agreed upon in writing by the parties.
Non-Authored Design Package:	“ Non-Authored Design Package ” means the previously existing design documentation, drawings, specifications, plans, and related materials provided by Client to JMD for modification and updating under this Agreement, which were not originally created or authored by JMD. The Client represents, warrants, and acknowledges that: (i) it is the rightful owner of, or holds all necessary rights to share, the Non-Authored Package with JMD; (ii) it accepts full and sole responsibility for the accuracy, completeness, and legal compliance of all information contained within the Non-Authored Package; and (iii) JMD may rely on the Non-Authored Package as provided without independent verification of its contents. Nothing in this Agreement shall be construed to make JMD a co-author or joint author of the Non-Authored Package.
Notes:	<ul style="list-style-type: none"> • This Agreement becomes binding and effective only upon execution by both the Owner/Client and JMD. JMD will make reasonable efforts to maintain the fees, terms, and Scope of Work outlined herein for thirty (30) days from the date above; however, JMD reserves the right to modify such fees, terms, and Scope of Work prior to full execution by all parties due to changes in market conditions. • The Scope of Work for any exterior areas is limited to coordination with the Project's Architect of Record, Landscape Architect, and other relevant consultants for general recommendations by JMD regarding the aesthetic of colors, finishes, and furnishings. The Owner is responsible for coordinating with its licensed and authorized representatives to ensure compliance with applicable codes and local governing requirements. JMD will communicate with the Owner's team and Architect of Record prior to permit submittal to ensure conformity with the design intent established by JMD. • The scope of work will be presented / submitted in phases as outlined in the SOW outline within. • The Client and JMD may each be referred to individually as a "Party" and collectively as the "Parties."

SCOPE OF WORK OUTLINE:

A.	<p>Phase 1: Kick-off / Non-Authored Package Review, Programming and Plan & Character</p> <p>At the start of the Scope of Work, JMD will participate in a “kick-off” programming meeting with the Client and Project Representatives to: (i) review and assess the Non-Authored Package provided by Client; (ii) identify gaps, inconsistencies, or areas requiring update or modification; and (iii) establish and clarify the parties’ vision, design goals, preferred style, operational requirements, management program, resident and guest experience expectations, brand standards, project</p>
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DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

	constraints, site conditions, preliminary schedule, budget estimates, and anticipated construction phasing. Client shall provide the Non-Authored Package to JMD in full prior to or at the kick-off meeting.		
B.	Phases 2, 3 and 4: Schematic Design Modification & Design Development Services: Based on the approved findings from Phase 1, JMD will provide schematic design modifications, updated specifications, and Design Development (“DD”) services for the Scope Areas, incorporating and building upon the Non-Authored Package as directed by Client. The services described in this Scope of Work encompass, but are not to exceed, the following Scope Areas:		
	<p>Scope Areas: SOW #1</p> <p>Prepare schematic design concepts for: Exterior Refresh:</p> <ul style="list-style-type: none"> • Exterior Internal Courtyard: <ul style="list-style-type: none"> ○ Deck / Patio area finishes – <ul style="list-style-type: none"> ▪ Note: to be coordinated with Condo Boards already selected exterior breezeway flooring selection. ▪ Inclusion of design concept for pedestal flooring system ○ Schematic concepts of finishes and furnishings for the gathering and social areas: <ul style="list-style-type: none"> ▪ Seating areas: Furnishings: <ul style="list-style-type: none"> • Lounge, benches, dining tables, etc. ▪ Pergolas ▪ BBQ area ○ Planters Concepts ○ Gate Concepts from Beach access ○ Railing finish options ○ Lighting concepts and coordination with professional for FWC “dark sky” compliance along with Photometric study. 	<p>Renderings (2D Digital) (2) Views</p>	<p>Estimated Cost</p>
Design Service Fee:	Design Phases 1, 2, 3 & 4.		\$10,000.00
Notes:	<ol style="list-style-type: none"> 1. Refer to Phasing Outline for a brief description of the deliverables for each phase. 2. If Client requests services on areas not noted above, it shall be considered an Additional Service, subject to additional costs. All additional services will only be authorized by written change order signed by the Owner and JMD. 3. Additional interior Digitally Photo-realistic Renderings may be requested by Client as an Additional Service at a cost of \$2,200.00 per additional request. 4. Upon execution and receipt of the initial deposit, JMD shall commence Phase 1. Requests for changes or revisions beyond those expressly described herein shall be deemed Additional Services. JMD shall not proceed with any subsequent phase unless written authorization is received from the Client. Non-Authored Package Reliance: JMD’s modification services are performed in reliance on the information contained within the Non-Authored Package as provided by Client. JMD shall have no liability for errors, omissions, or deficiencies arising from inaccuracies, incompleteness, or non-compliance of the Non-Authored Package. 5. A revision is defined as a single consolidated set of written comments submitted by the Client following each phase presentation. Multiple rounds of incremental feedback within a phase shall each be treated as an additional revision subject to Additional Services billing. 		



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

SCOPE OF WORK - NOT INCLUDED – AND WOULD BE CONSIDERED ADDITIONAL:

<p>C.</p>	<p>Optional Additional Service – Visible Survey Information: Client shall furnish all current and relevant CAD, PDF, or scanned documentation required for JMD’s preparation of the Design Intent’s Design Development (“DD”) documents described herein, including all components of the Non-Authored Package. In the absence of such documentation, JMD may, subject to Client’s prior written approval and as an additional service, perform a limited and general visible conditions or “Wall Plan Survey” identifying wall locations and ceiling heights solely for the purpose of advancing the design intent. This fee is generally estimated at \$1.00 /per square foot, and only upon client’s prior written authorization. For the avoidance of doubt, comprehensive “as-built” survey services are expressly excluded from JMD’s scope. Such exclusions include, without limitation, documentation of hidden / concealed (non-visible) items or existing structural, architectural, mechanical, plumbing, HVAC. Also, additional exclusions are life safety, civil, and engineering systems, as well as shop drawings and related records, unless otherwise requested.</p>
<p>D.</p>	<p>Optional Additional Service – Construction Administration (C.A.) Services: As further described under “Phase 5: Construction Administration (C.A.) Services,” JMD may, upon Client’s prior written approval and as an additional service, provide construction administration support as an Additional Service. Such services may include coordination, review, and communication efforts intended to promote clarity and general conformance with the approved schematic design intent at the project site.</p>

PHASING OUTLINE:

<p>PHASE 1:</p>	<p>Initial Kick-off / Space Planning & Character (P&C) <i>(Estimated Duration: Approx: Two (2) to Three (3) weeks, plus one (1) additional week for Client review)</i> Client review and revision shall be limited to one (1) iteration, defined as a single consolidated set of written comments. Revisions received incrementally or outside a single submittal shall be billed as Additional Services. In the event of confusion and prior to charging additional services, JMD shall provide notice to the Owner of concerns, with the opportunity to consolidate revisions into a single outlined communication. JMD shall review and assess the Non-Authored Package, identify modification and update needs, and develop a space planning layout and study based on the Client’s vision, operational needs, and program requirements. Deliverables: A. Schematic Plan a. Evaluation and definition of spatial use, functional relationships, adjacencies, and circulation patterns b. Identification of special features and preliminary furnishing concepts. B. Inspirational Boards / Design Character a. Curated imagery, photo representations, and/or vignettes illustrating the intended design theme, aesthetic direction, and market positioning C. Presentation to Design Committee a. One (1) progress presentation and one (1) final presentation at the conclusion of the phase</p>
<p>PHASE 2:</p>	<p>Preliminary Design: <i>(Estimated Duration: Approx. Four (4) weeks, plus one (1) week for Owner review)</i> Client review and revisions shall be limited to one (1) iteration, defined as a single consolidated set of written comments. In the event of confusion and prior to charging additional services, JMD shall provide notice to the Owner of concerns, with the opportunity to consolidate revisions into a single outlined communication. Upon receipt of Client’s written approval of Phase 1, JMD shall proceed. Deliverables: Primary Spaces: A. Furniture floor plan layout A. Reflected ceiling plan (If required) and lighting design B. Schematic furniture concepts C. Finish and material concepts D. Progress digitally generated photorealistic interior renderings</p>



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

	<ul style="list-style-type: none"> E. Supplemental design illustrations as deemed necessary by JMD (2D elevations, sketches, reference images, sketch renderings, and/or vignettes) F. Presentation to Design Committee at the conclusion of the phase
<p>PHASE 3:</p>	<p>Final Design: <i>(Estimated Duration: Approx. Four (4) to Five (5) weeks, plus one (1) week for Owner review)</i> <i>Client review and revisions shall be limited to one (1) iteration, defined as a single consolidated set of written comments. In the event of confusion and prior to charging additional services, JMD shall provide notice to the Owner of concerns, with the opportunity to consolidate revisions into a single outlined communication. Upon receipt of Client’s written approval of Phase 2, JMD shall proceed.</i></p> <p>Deliverables: Revisions to Primary Areas from Phase 2, plus all Secondary/remaining areas listed in the Scope of Work above.</p> <ul style="list-style-type: none"> A. Final floor plan and furniture layout B. Reflected ceiling plan (If required) and lighting design concepts C. Final furnishing selections and schematic concepts C. Final finish and material selections D. Revisions and finalization to the interior photorealistic renderings E. Supplemental design illustrations as deemed necessary (rendered elevations, sketches, or other illustrative representations) F. Presentation to Design Committee at the conclusion of the phase
<p>PHASE 4:</p>	<p>Design Development Documents (DD) <i>(Estimated Duration: Approx. Five (5) to Six (6) weeks, plus one (1) additional week for Client review)</i> <i>Client review and revisions shall be limited to one (1) iteration, defined as a single consolidated set of written comments. In the event of confusion and prior to charging additional services, JMD shall provide notice to the Owner of concerns, with the opportunity to consolidate revisions into a single outlined communication. Upon receipt of Client’s written approval of Phase 3, JMD shall proceed. All deliverables shall be provided in electronic format unless hard copies are requested (additional fee applies).</i></p> <p>Deliverables (as applicable):</p> <ul style="list-style-type: none"> C. Demolition floor plan (If required) D. Proposed floor and furniture layout plan E. Reflected ceiling plan (If required) F. Lighting fixture plan and layout G. Supplemental power plan H. Floor finish plan I. Elevations, sections, and details for walls and associated treatments J. Color, finish, and material specifications K. FF&E/A schematic specifications (Furniture, Fixtures, and Equipment/Accessories)
<p>PHASE 5:</p>	<p>Interior Design Construction Administration (CA) (Additional Service) <i>(Billed hourly at \$125.00/hour office time & \$175.00/hour site visit through substantial completion of construction. Requires Client prior written approval.)</i> <i>Upon Client’s written approval, JMD may provide Interior Design Construction Administration services following completion of Phase 4. Services are intended to support clarity, coordination, and general conformance with the approved design intent and may include:</i></p> <ul style="list-style-type: none"> A. Coordination with Client, Owner, Architect, Client’s consultants, and General Contractor (OAC) B. Site meetings and visits (scheduled at mutually agreed times) C. Review of shop drawings and material samples upon request D. Value engineering, if required E. Responses to field inquiries and clarification requests F. Responses to RFIs (Requests for Information) and vendor inquiries G. Preparation of a punch list related to JMD’s scope at substantial completion, prior to furniture installation.



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

FEES OUTLINE:

<p>FEES – Phases 1, 2, 3 & 4</p>	<p>Total Fee: \$10,000.00 (Ten Thousand Dollars), assuming all phases are completed. A non-refundable deposit is required prior to commencement of work.</p> <p>Terms of Payment:</p> <table border="1"> <thead> <tr> <th>Phase</th> <th>Milestone / Trigger</th> <th>Structure</th> <th>Amount Due</th> </tr> </thead> <tbody> <tr> <td>Deposit</td> <td>Upon execution of Agreement, prior to Phase 1</td> <td>Non-refundable Deposit Prior to commencement</td> <td>\$5,000.00</td> </tr> <tr> <td>Phase 1</td> <td>Upon completion of Phase 1</td> <td></td> <td></td> </tr> <tr> <td>Phase 2</td> <td>Upon commencement of Phase 2</td> <td>prior to commencement</td> <td>\$4,000.00</td> </tr> <tr> <td>Phase 3</td> <td>Upon completion of Phase 3</td> <td>upon completion</td> <td>\$1,000.00</td> </tr> <tr> <td>Phase 4</td> <td>Upon commencement and completion of Phase 4</td> <td><i>Included in prior phase payments</i></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>—</td> <td>—</td> <td>\$10,000.00</td> </tr> </tbody> </table> <p>Additional Services, Travel, and Reimbursable Expenses:</p> <ul style="list-style-type: none"> Meetings, travel, or design services beyond the Scope of Work will be billed hourly at the rates stated below. JMD will provide a written estimate for additional services, including time and cost, prior to commencing such work. All Additional Services require prior written approval from the Client. Hourly Rates: Interior Designer – 125.00/hour office time & \$175.00/hour site visit; Travel – \$50.00/hour for travel outside a 10-mile radius of Boca Raton, Florida. Travel within 10 miles is not charged. Reimbursable expenses (mileage, airfare, hotels, meals, etc.) must be reasonable, pre-approved in writing by the Client, and will be billed at cost with supporting documentation. A “revision” for billing purposes means a single, consolidated set of written comments. Each additional round of incremental feedback shall be billed as an Additional Service. 	Phase	Milestone / Trigger	Structure	Amount Due	Deposit	Upon execution of Agreement, prior to Phase 1	Non-refundable Deposit Prior to commencement	\$5,000.00	Phase 1	Upon completion of Phase 1			Phase 2	Upon commencement of Phase 2	prior to commencement	\$4,000.00	Phase 3	Upon completion of Phase 3	upon completion	\$1,000.00	Phase 4	Upon commencement and completion of Phase 4	<i>Included in prior phase payments</i>		TOTAL	—	—	\$10,000.00
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TOTAL	—	—	\$10,000.00																										
<p>FEES – Phases 5</p>	<p>Construction Administration (CA) (Additional Services) Compensation for Phase 5 Interior Design Construction Administration services is billed at \$125.00/hour office time & \$175.00/hour site visit, subject to Client’s prior written approval.</p> <ul style="list-style-type: none"> CA monthly CAP for Construction Administration services performed after Phase 4 shall be billed at an hourly rate at 125.00/hour office time & \$175.00/hour site visit only (for only hours incurred) and estimated not to exceed \$5,000.00/per month without pertinent client approvals. Upon request, JMD shall provide documentation of hours worked and corresponding services performed. 																												

GENERAL CONDITIONS

- Standard of Care:** JMD shall perform services in accordance with the professional standard of care exercised by interior design professionals providing similar services on comparable luxury commercial, multi-family, hospitality or residential projects in South Florida. JMD shall correct or revise any errors or deficiencies in its services, except where such errors arise from inaccurate information provided by the Client or its agents, or from deficiencies, inaccuracies, or errors within the Non-Authored Package.
- Client Ownership & Responsibility – Non-Authored Design Package:** Client represents, warrants, and covenants that: (i) Client is the rightful owner of, or holds all rights, title, and interest necessary to share the Non-Authored Package with JMD and to authorize the modification services contemplated herein; (ii) Client accepts full and sole responsibility for the accuracy,



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

completeness, and legal compliance of all information, drawings, specifications, and documents contained within the Non-Authored Package; (iii) JMD may rely upon the Non-Authored Package as provided without independent verification of its contents; and (iv) Client shall indemnify, defend, and hold harmless JMD from any and all claims, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from or related to the Non-Authored Package, including claims of intellectual property infringement, inaccuracy, or non-compliance. Nothing in this Agreement shall be construed to make JMD a co-author or joint author of the Non-Authored Package.

3. **Renderings & Collateral:** Rendered images may vary in color or appearance due to differences in monitors, printers, or other technology. Physical material and "finish" samples should be used as definitive reference. Both JMD and the Client may use renderings or visual aids for marketing or business development purposes, subject to the Agreement's terms.
4. **Project Leadership:** Upon execution, Client shall notify JMD in writing of the Project Design Committee Leaders (maximum two (2) representatives). JMD may rely on instructions or approvals from any notified Leader. Any changes to designated representatives must be provided in writing.
 - a. **Governance & Board Approvals:** Client acknowledges the Project may be subject to condominium board approvals, association reviews, and committee oversight. Client is solely responsible for securing all such approvals and consolidating feedback into unified direction. If board or committee feedback conflicts with prior approvals or requires redesign after phase sign-off, such work shall be treated as Additional Services, including schedule adjustments.
5. **Document Coordination:** JMD shall provide final, Client-approved Design Development documents digitally to Client's for their use and coordination to their contractors. Any additional coordination, including Interior Design Construction Administration, shall incur **additional fees at 125.00/hour office time & \$175.00/hour site visit**, subject to prior written approval.
6. **Additional Services / Change Orders:** All Additional Services must be approved in writing by the Client before commencement. This includes, but is not limited to, changes to the Scope of Work or modifications made after a phase is completed and approved.
7. **Optional Services:** Services not included in the Scope of Work may be provided as Additional Services, including surveys, "as-built" documentation, inventories, bidding coordination, design project management, acoustics, AV, security systems, kitchen/bar equipment, or kitchen consultation, marketing collateral, models, photoshoots, stock photography, graphics coordination, animations, signage (wayfinding), or printed materials.
8. **Design Intent Only:** All documents and services provided by JMD express design intent only and are "Not for Construction." JMD's documents are not signed, stamped, or sealed and are not intended to serve as, nor shall they be used as, permit documents or buildable construction documents. Client's architects, engineers, and contractors are responsible for city approvals, code compliance, and branded regulations. Architectural and engineering services (MEP, structural, sprinkler, life/safety, permitting) are not included. By executing this Agreement, Owner expressly acknowledges and agrees to this limitation. Scope of work for any exterior areas shall be limited to the design and specifications of loose furniture only. Coordination with Architect of Record: It is the Client's responsibility to coordinate JMD's Design Intent documents with the Client's Architect of Record ("AOR") for the purposes of preparing permit documents and buildable construction documents. **JMD shall share, at Client's request, the Design Intent documents to the Client's awarded trades for their use to prepare the necessary documents to execute this project.** JMD shall have no responsibility or liability for: (i) the AOR's interpretation, modification, adaptation, or deviation from JMD's design intent; (ii) any changes made by the AOR to JMD's documents in the course of preparing permit or construction documents; (iii) the AOR's compliance determinations or code interpretations; or (iv) any resulting construction that deviates from JMD's design intent due to the AOR's permitting or construction document process. JMD makes no representation that its Design Intent documents will be adopted, approved, or incorporated without modification by the AOR or any applicable permitting authority.
9. **Third-Party Contractors:** Client may hire third-party contractors (installers, plumbers, electricians, etc.). JMD may recommend such contractors but shall not be responsible for their performance. Clients shall contract directly and indemnify JMD from any claims arising from third-party actions, except to the extent caused by JMD's negligence.
10. **Project Schedule:** JMD shall use best efforts to complete Phases 1 through 4 within the estimated durations set forth in the Phasing Outline above (approximately **15–18 weeks** in total, exclusive of Client review periods). Additional time may be required between phases for Client review, approvals, or contractor actions beyond JMD's control. **Any extended delays due to board review process may increase or alter the schedule of deliverables and is subject to temporary pause and get reworked into schedule accordingly.**
11. **Force Majeure:** JMD is not responsible for delays caused by riots, strikes, pandemics, weather, Acts of God, unforeseen site conditions, permitting, inspections, or other circumstances beyond its control. If a force majeure event suspends the Project for



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

- more than ninety (90) consecutive calendar days, either party may terminate this Agreement for convenience upon written notice, subject to payment for all services performed through the date of termination.
12. **Client Indemnification:** Client shall indemnify, defend, and hold harmless JMD against all claims, losses, or expenses arising from: (i) the Client's breach of this Agreement; (ii) the acts or omissions of Client's agents, employees, or third-party contractors; and (iii) any claims arising from the Non-Authored Package, including but not limited to claims of intellectual property infringement, inaccuracy, or non-compliance.
 13. **JMD Indemnification & Liability** JMD shall indemnify Client against claims directly resulting from JMD's negligence or willful misconduct. JMD and its personnel are not liable for indirect, incidental, consequential, or special damages. JMD's total liability under this Agreement shall not exceed the total fees paid by Client to JMD for the phase giving rise to the claim. JMD shall have no liability for any claims arising from the content, accuracy, completeness, or compliance of the Non-Authored Package, or any revisions, alterations, or new design intent schematic design packages or concepts derived therefrom.
 14. **Insurance:** JMD shall maintain commercially appropriate General Liability insurance coverage throughout the term of this Agreement and shall provide evidence of such coverage upon written request. Client may be named as an additional insured on JMD's General Liability policy solely upon execution of this Agreement and receipt of the initial project deposit, as defined in Section: Fees Outline. Such additional insured status shall be limited to liability arising directly out of JMD's services and operations under this Agreement, and shall not extend to Client's own acts, omissions, or independent negligence. Additional insured status shall not be provided on a primary and non-contributing basis unless separately agreed to in writing by JMD and confirmed in writing by JMD's insurer. Additional insured status shall automatically terminate upon the expiration or termination of this Agreement or upon Client's material breach of any payment obligation hereunder..
 15. **Dispute Resolution & Governing Law:** This Agreement shall be governed by the laws of the State of Florida. In the event of any dispute arising under or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiation. If negotiation fails within thirty (30) days, the parties agree to non-binding mediation in Broward County, Florida, before pursuing litigation. The prevailing party in any resulting litigation shall be entitled to recover reasonable attorneys' fees and costs.
 16. **Entire Agreement:** This Agreement represents the complete understanding between Client, Owner, and JMD and supersedes all prior communications, agreements, or representations. Amendments must be in writing and executed by all parties.
 17. **Termination for Cause:** Either party may terminate for material breach with ten (10) days written notice, allowing the breaching party to cure. Client remains responsible for payment for services and FF&E/A ordered through the effective termination date. Paid fees grant Client a non-exclusive license to use Instruments of Service for this Project only.
 18. **Termination for Convenience:** Either party may terminate this Agreement for convenience upon thirty (30) days written notice, provided termination occurs between phases and the previous phase is complete and fully funded. If termination occurs during the progress of a phase, that phase must be paid in full regardless of stage of completion. Client remains responsible for payment for all services performed and FF&E/A ordered. Paid fees grant Client a non-exclusive license to use Instruments of Service for this Project only.
 19. **Instruments of Service:** Includes all conceptual designs, drawings, specifications, electronic data, and related documents generated by JMD. Use is granted to Client only after full payment for the corresponding phase and solely for this Project. Instruments of Service are for design intent only and are "Not for Construction." Client and Owner shall not reuse, adapt, or reproduce JMD's Instruments of Service on any other project or for any other purpose without JMD's prior written consent. For the avoidance of doubt, JMD's Instruments of Service do not include the Non-Authored Package (which remains owned by Client) but do include all modifications, updates, and supplemental design documents created by JMD under this Agreement.
 20. **Scope Conversion – Transition to JMD-Authored Agreement:** The parties acknowledge that JMD's modification and update services may, over the course of the engagement, result in revisions so substantial that the resulting design documents reflect JMD's original creative judgment in all material respects. In such event, either party may request, and both parties agree to negotiate in good faith, a transition to a standard JMD-Authored Design Services Agreement. The following trigger shall apply: if, in JMD's reasonable professional judgment, JMD's modifications and original contributions constitute thirty percent (30%) or more of the total design documentation as measured by any one of the following metrics — scope, area, or sheet count — at the conclusion of any phase, JMD shall provide written notice to Client. Client acknowledges and agrees that JMD's professional determination of the applicable percentage shall be conclusive and binding, absent demonstrable mathematical error. Upon such notice, the parties shall, within twenty-five (25) business days, either: (i) execute a new JMD-Authored Design Services Agreement superseding this Agreement as to all remaining phases, at which point JMD's work product from that point forward



DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

shall be fully JMD-authored and owned by JMD, subject to the license granted upon full payment; or (ii) confirm in writing their mutual election to continue under this Agreement, with a fully executed Scope Conversion Amendment or Additional Services Amendment reflecting any adjusted scope, fees, and billing terms, signed by both parties prior to the resumption of services or the issuance of any further invoices. In the event Client fails to execute either option (i) or (ii) within the twenty-five (25) business day period, JMD shall have the right, at its sole election, to: (a) suspend all services without penalty or liability until such election is made; (b) treat the failure to respond as Client's acceptance of option (i) and proceed accordingly; or (c) terminate this Agreement upon written notice, retaining all fees earned through the date of termination and any reimbursable expenses incurred. All work products created during the notice and negotiation period — from the date of JMD's written notice through the date a superseding agreement or written confirmation is executed — shall be deemed JMD-authored and owned by JMD, subject to the license granted upon full payment, regardless of which option is ultimately selected. Until a superseding agreement is executed, this Agreement remains in full force and effect. Nothing in this provision shall be construed to retroactively alter the ownership or authorship of work completed prior to any such transition.

21. **Late Payment:** Invoices not paid within thirty (30) calendar days of the due date shall accrue interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance. In the event any invoice remains unpaid after fifteen (15) calendar days following written notice of non-payment, JMD shall have the right to suspend all services without penalty or liability until payment is received in full, including any accrued interest. Suspension of services due to Client's non-payment shall not constitute a breach by JMD and shall not entitle Client to any claim for damages or schedule adjustments at JMD's expense. Client shall reimburse JMD for all reasonable costs of collection, including attorneys' fees, incurred in connection with any unpaid invoice.
22. **Confidentiality:** Each party agrees to keep confidential all non-public information, documents, designs, specifications, financial terms, and proprietary materials disclosed by the other party in connection with this Agreement ("Confidential Information"). Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law, court order, or regulatory authority. JMD's design concepts, processes, pricing, and Instruments of Service constitute proprietary Confidential Information and shall not be shared, reproduced, or distributed beyond the Project without JMD's prior written consent. This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years.
23. **Electronic Signatures:** The parties agree that electronic signatures, including those transmitted via DocuSign or similar electronic signature platforms, shall be deemed valid, binding, and enforceable to the same extent as original ink signatures, in accordance with the Florida Electronic Signature Act and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN).
24. **Florida Construction Lien Rights:** JMD expressly fully reserves its rights under Florida's construction lien statutes permitted by applicable law. Nothing in this Agreement shall be construed as a waiver of JMD's lien rights unless a separate written lien waiver is executed.
25. **Survival:** The following provisions shall survive the termination or expiration of this Agreement: Client Ownership & Responsibility – Non-Authored Design Package; Renderings & Collateral; Additional Services / Change Orders; Design Intent Only; Third-Party Contractors; Client Indemnification; JMD Indemnification & Liability; Insurance; Dispute Resolution & Governing Law; Termination for Cause; Termination for Convenience; Instruments of Service; Scope Conversion – Transition to JMD-Authored Agreement; Florida Construction Lien Rights; and Confidentiality.

DESIGN SERVICES – NON-AUTHORED PACKAGE MODIFICATION AGREEMENT

Overlook – Luxury Condominium – Hillsboro Mile

May 28th, 2026 – Revision 2

Acknowledgment: By signing below, each party confirms they have read, understand, and agree to all terms and conditions of this Agreement. This Agreement becomes effective and enforceable as of the date of the last signature (JMD) below.

Client Signature ("Client")

Signature: Claire Calandra

Printed Name: Claire Calandra

Title: President, Overlook

Date: 06/09/26

Email Address: Clairelcalandra@gmail.com

Phone Number: 9738683687

Mailing Address: 1167 Hillsboro Mile

Billing Address (if different): _____

Accepted by Designer: Signature ("Designer" / "JMD"):

Signature: Jennifer Marino

Printed Name: Jennifer Marino

Title: President / Owner

Date: 06-09-2026

Email Address: Jennifer@jennmardesigns.com

Phone Number: 561-350-6918

Mailing Address: 6141 Stanley Lane, Delray Beach, FL 33484

Billing Address (if different) _____