



PROCUREMENT AGREEMENT
Overlook – Luxury Condominium – Hillsboro Mile
May 20th, 2026



JENN MAR
DESIGNS

OVERLOOK CONDOMINIUM
LUXURY CONDO COMMUNITY
Hillsboro Mile
Procurement (FF&E Purchasing & Installation) Agreement



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PROJECT INFORMATION:

Client & Owner:	Overlook Condominium Association, Inc. , (hereinafter referred to as “Client or Owner”) located at 1167 Hillsboro Beach, FL 33062
Procurement Agent:	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 Procurement Services for the Client provided FF&E Package(s): Purchasing, and Installation Management – related services: procurement, sourcing, purchasing, logistics coordination, and FF&E installation coordination services only (the “Services”).
Notes:	<ul style="list-style-type: none"> This Agreement shall become binding and effective only upon execution by both: Client and JMD. JMD will make reasonable efforts to maintain the fees, terms, and Scope of Work outlined herein for a period of fifteen (15) days from the date above; however, JMD reserves the right to revise such fees, terms, and Scope of Work prior to full execution of this Agreement by all parties due to changes in market conditions. This separate agreement governs FF&E procurement, purchasing coordination, warehousing, delivery and installation management services. This Agreement is separate from the Design Services Agreement and governs only the procurement and installation phase of the Project. This agreement is intentionally separate from the Design Services Agreement to comply with applicable Florida sales tax regulations governing procurement – related services. No design services are included unless expressly authorized in writing as Additional Services. JMD shall solely rely on receipt of the Client’s pre-approved FF&E package that must include the complete specification of each of the item selections, included any specialty considerations such as commercial grade code compliance, fire rated, topical protection applications, a scaled floor plan for designation and confirmation of quantities, reference images for each item, and/or documentation for the Project. Any additional work required to bring up to a proper approval document for Client re-review and approval will require and incur Additional Fees for such Additional Services not contained with-in this scope.

SCOPE OF WORK OUTLINE:

SOW #1	Scope Areas:	Prepare services for:	Estimated Cost
	<ul style="list-style-type: none"> Exterior Courtyard: Loose Furnishings only 	Procurement & Sourcing Services, JMD shall provide procurement services for furniture, fixtures, and equipment (“FF&E”), purchasing and execution, which may include: <ul style="list-style-type: none"> Vendor sourcing and quotation requests Preparation of Pre-Order Summaries Purchasing and order management Shipment tracking and coordination Warehousing and storage coordination Delivery and installation coordination Punch list coordination related to procured items Additional items or services may be included upon written approval.	



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Notes:	<ul style="list-style-type: none"> JMD recommends that finalization of the Procurement Package items should occur once construction begins, if not sooner, and no later than six (6) months prior to estimated construction completion.

PROCUREMENT PROCESS:

Procurement Process	<p>Procurement & Sourcing Services (<i>Commences upon approval of Pre-Order Summary</i>) JMD shall provide procurement services based on Client-approved selections, specifications, and/or provided documentation. Full-service procurement may include sourcing, purchasing, tracking, storage, delivery, and coordination of installation for furnishings. FF&E/A scope shall include:</p> <ul style="list-style-type: none"> Furniture / Furnishings & Accessories: Loose furniture (Interior or Exterior), custom pieces, upholstery, case goods, window treatments, decorative accessories, loose rugs, artwork, wall coverings, and graphics Specialty Items, Fixtures & Equipment: Items procured by JMD but installed by others (e.g., decorative hardware, minor appliances, plumbing fixtures, decorative lighting fixtures and floor coverings) <p>Additional items may be included upon Client request and subject to JMD’s prior written approval.</p> <hr/> <p>Procurement Services Include:</p> <p>1. Pre-Order Summary & Budget</p> <ul style="list-style-type: none"> Preparation of item descriptions and images for Client: <ul style="list-style-type: none"> Client review and approval (if prepared by JMD) If not prepared by JMD, then JMD must receive a complete specifications package, from Client, including visual images and written descriptions, quantities, etc. that are already client approved to purchase goods from- this scenario there is no additional design services unless an agreement of additional fees are agreed upon prior. Supplier and manufacturer quotation requests Responses to supplier inquiries and clarifications Issuance of a detailed Pre-Order Summary outlining specifications, quantities, and costs for Client approval and prepayment prior to ordering <p>2. FF&E/A Procurement & Project Management</p> <ul style="list-style-type: none"> Oversight and coordination of all approved FF&E/A purchases Tracking schedules, production and shipments Coordinate warehousing, delivery, and installation Management of punch list items <p>Upon delivery to the Project site, both Client and JMD shall inspect FF&E/A items for damage and promptly report any issues in accordance with the General Conditions. Client approval and/or payment constitute full acceptance and authorization to purchase.</p>



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FEES OUTLINE:

<p>FEES – Procurement & Sourcing Services</p>	<p>Procurement & Sourcing Services (Based on Client Approval) (Additional Services)</p> <ul style="list-style-type: none"> ● Procurement Fees: <ul style="list-style-type: none"> ○ Client shall pay JMD for FF&E/A procurement at: <ul style="list-style-type: none"> a) Cost + 20% markup <p>Terms of Payment for FF&E/A:</p> <ul style="list-style-type: none"> ● Based on the Client -approved Pre-Order Summary: <ul style="list-style-type: none"> ○ 90% due prior to order placement ○ 5% due upon receipt of goods at the warehouse ○ 5% prior to delivery <p>Additional Costs: Client is responsible for all third-party costs, including but not limited to:</p> <ul style="list-style-type: none"> ● Shipping, freight and delivery ● Warehousing and storage ● Installation and Assembly ● Taxes, tariffs, insurance ● Security and handling ● warranties, added protections ● All vendor deposits are non-refundable once committed. ● All third-party and incidental costs are additional and payable upon completion and delivery. ● A Final Invoice Summary will include JMD fees and may be adjusted for order modifications, additional services, or third-party/incidental costs. <p>Sales Tax Client is responsible for all applicable sales and use taxes. JMD acts solely as a procurement agent and may pass through taxes to Client. Client agrees to provide any applicable resale or exemption certificates.</p> <hr/> <p>INSTALLATION MANAGEMENT</p> <ul style="list-style-type: none"> ● Once FF&E items are ordered and/or in fabrication, JMD will provide Installation Management services to support the execution and coordination of the FF&E scope. These services are limited to procurement-related coordination and do not constitute Construction Administration, supervision of construction, site safety oversight, or contractor means and methods. ● Note: Construction Administration services — including review of shop drawings, material submissions, RFI responses, and design-intent oversight during construction — are not included in this Agreement and are considered Additional Services. They are applicable only where the original schematic design for the Project was produced by JMD, in which case Construction Administration may be engaged under a separate written authorization at the rates outlined herein. Where the original design was produced by another party, JMD does not assume responsibility for design-intent oversight, contractor submittals, or field condition resolutions. ● Scope of Installation Management Services Included: <ul style="list-style-type: none"> ○ FF&E tracking oversight and coordination of delivery scheduling with vendors and/or delivery teams ○ Coordination with vendors regarding damages, defects, or incorrect items related to JMD-procured FF&E ○ Punch list coordination related to procured items ○ General coordination with Client, General Contractor, and applicable subcontractors as it relates to the FF&E installation schedule and logistics ● EXCLUSIONS & LIMITATIONS: JMD does not, under this Agreement: <ul style="list-style-type: none"> ○ Supervise construction or installation means and methods ○ Review shop drawings, material submissions, or respond to RFIs (Construction Administration — Additional Services only, and only where JMD produced the original schematic design) ○ Provide architectural, engineering, or landscaping services ○ Inspect for safety, structural integrity, or trade-specific workmanship ○ Assume responsibility for contractor scheduling, delays, or sequencing of work ● SITE VISITS: Site visits for installation coordination will be billed at the Designer’s hourly rate. Total hours cannot be predetermined as frequency will vary based on delivery schedules, vendor coordination, and field
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	<p>conditions. All time spent on site visits, travel, and installation-related follow-up will be billed accordingly. The Designer’s presence at the project site does not constitute supervision of construction, control over means and methods, or responsibility for contractor performance, building code compliance, or job site safety.</p> <ul style="list-style-type: none"> • CLIENT AND CONTRACTOR COORDINATION: If the Client, Contractor, or any third party makes independent decisions, substitutions, or modifications regarding the FF&E without JMD’s prior written approval, JMD shall not be responsible for the resulting installation issues, damage, or performance of procured items. • FEE STRUCTURE (Hourly): Installation Management services will be billed at JMD’s hourly rate of \$175 per hour for on-site visits and \$125 per hour for in-office coordination. Services billed under this phase include but are not limited to: site visits and delivery attendance; vendor and installer coordination; damage claim processing and follow-up; punch list coordination; email correspondence and project-related documentation. Invoices will be issued monthly based on actual time expended. The estimated range is ten (10) to thirty (30) hours per month during active installation periods, for budgeting purposes only and not a cap or guarantee. If Construction Administration services are separately authorized (see Note above), they will be billed at the same hourly rates under a separate written agreement.
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GENERAL CONDITIONS

	<p>1. Standard of Care JMD shall perform procurement services consistent with industry standards. JMD does not guarantee vendor performance, product quality, or delivery timelines.</p> <hr/> <p>2. Client Responsibility for Selections Client is solely responsible for all approvals, including specifications, dimensions, materials, quantities, pricing, and suitability. Approval or payment = full acceptance and financial commitment.</p> <hr/> <p>3. Project Leadership (HOA Governance) Clients shall designate no more than two (2) authorized representatives. JMD shall rely exclusively on their direction.</p> <hr/> <p>4. Procurement Role JMD acts solely as an independent procurement agent and is not a manufacturer, distributor, or installer. JMD shall be entitled to rely on vendor-provided information without independent verification.</p> <hr/> <p>5. Third-Party Contractors Client contracts directly with all third parties. JMD is not responsible for their performance.</p> <hr/> <p>6. Additional Services Additional services require written approval.</p> <hr/> <p>7. Project Schedule All timelines depend on vendors and external conditions. Delivery dates are not guaranteed.</p> <hr/> <p>8. Force Majeure JMD is not responsible for delays beyond its control.</p> <hr/> <p>9. Indemnification Each party indemnifies the other for its own negligence or breach.</p> <hr/> <p>10. Limitation of Liability</p>
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JMD’s total liability shall not exceed fees paid.

JMD is not liable for:

- Indirect or consequential damage
- Loss of use or profit
- Contractor costs or back-charges
- Project delays

11. Insurance

JMD shall maintain General Liability insurance. Professional Liability may be maintained at JMD’s discretion.

12. Termination

15-day cure for cause / 30-day convenience.

Client remains responsible for all services and orders.

13. Non-Circumvention

Clients shall not bypass JMD vendors.

Violation = **20% of item value as damages.**

14. Risk of Loss & Title

Risk transfers upon delivery to site or receiving location. Title transfers upon full payment.

Client is responsible for insurance upon delivery. If Client elects to receive goods directly at the project site, Client assumes full responsibility for receipt, inspection, unloading, storage, and disposal of packaging materials. Client shall inspect all items within seventy-two (72) hours of receipt and notify JMD in writing of any visible damage or defects. Failure to do so may limit or void claims with vendors or freight carriers.

15. Vendor & Product Limitations

JMD is not responsible for vendor delays, defects, freight damage, or discontinued items.

JMD will assist with claims and pass through warranties.

16. Inspection & Acceptance

Client must report visible damage or defects within **five (5) business days** of delivery.

Failure to do so constitutes acceptance.

17. Storage & Warehousing

If items are stored at a third-party warehouse, such storage is at Client’s risk.

JMD is not responsible for loss or damage during storage. All warehousing-related fees, including receiving, inspection, storage, delivery, and handling, shall be billed separately to Client and will include a ten percent (10%) administrative markup. This markup compensates JMD for coordination, documentation, inspection review, damage claim processing, and delivery scheduling. Warehousing and delivery fees will be invoiced monthly. Delivery and installation shall occur only after issuance of a Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO), as applicable. Final charges may be invoiced up to sixty (60) days following installation and are due promptly upon receipt.

18. Pricing & Market Changes

Pricing is subject to change prior to order placement due to vendor increases, tariffs, freight fluctuations, or market conditions. Pricing provided in written proposals is valid for ten (10) calendar days from the date of issuance unless otherwise stated. Any increases in cost between proposal approval and vendor confirmation shall be the responsibility of the Client. JMD will notify Client of any material pricing changes prior to order placement whenever practicable, and any price difference shall be invoiced separately and paid prior to order release. Tariffs and customs duties may be assessed at the time goods arrive at a U.S. port of entry; such charges shall be invoiced upon notification from the freight carrier and must be paid in full prior to release or delivery of goods.



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Client is responsible for such increases.

19. Project Delays

Client is responsible for all costs resulting from delays, including storage, re-delivery, and vendor charges.

20. Attorney's Fees

The prevailing party in any dispute shall be entitled to recover reasonable attorney's fees and costs.

21. Entire Agreement

This Agreement represents the entire understanding between the Parties.

22. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

Venue: Palm Beach County, Florida

23. Payment Terms

Based on the Client-approved Pre-Order Summary, payment for FF&E/A is due as follows: 90% due prior to order placement; 10% due upon receipt of goods at the warehouse or prior to delivery. All funds, including the procurement fee, applicable taxes, freight, and estimated ancillary costs, must be received and cleared before JMD is obligated to place, release, or process any order. All vendor deposits are non-refundable once committed. The procurement fee is earned upon placement of order and is non-refundable. JMD may suspend procurement services if invoices remain unpaid. A Final Invoice Summary will be issued upon project completion and may be adjusted for order modifications, additional services, or third-party costs. All fees and charges are subject to applicable sales tax, freight, and tariffs.

Acknowledgment: The Client has read and agrees to the terms and conditions above. This Agreement represents the entire understanding and becomes effective and enforceable as of the date of the last signature (JMD) below.

Client Signature ("Client")

Signature: [Handwritten Signature]
Printed Name: Claire Calandra
Title: President, Overlook Board
Date: 06/09/26
Email Address: Clairelcalandra@gmail.com
Phone Number: 973-868-3687
Mailing Address: 1167 Hillsboro Mile, Hillsboro
Billing Address (if different):

Accepted by: Procurement Agent Signature ("Procurement" / "JMD"):

Signature: [Handwritten Signature]
Printed Name: Jennifer Marino
Title: President / Owner
Date: 6/9/2026
Email Address: jennifer@jennmardesigns.com
Phone Number: 561-350-6918
Mailing Address: 6141 Stanley Lane, Delray Beach, FL 33484
Billing Address (if different):