# FLORIDA MAN RESIDENTIAL SERVICE AGREEMENT

TERMS OF SERVICE (the "Agreement") is dated this	day of
. CLIENT	(the
"Client") Florida Man Residential LLC 7150 Tippin Ave #112 "Contractor/FMR") Established 07/13/2023, Legal Shield Policy Business Tax Account #717495, Hiscox Policy #P1 Policy #L881993-F01-59A.	olicy #10163967135, Escambia

## BACKGROUND

### SERVICES PROVIDED

A. The Client is of the <u>opinion</u> (a view or judgement formed about something, not necessarily based on fact or knowledge) that FMR has the necessary qualifications, experience and abilities to provide services to the Client.

B. FMR is <u>certain</u> to provide such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and FMR (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## Services Provide

- 1. The Client hereby agrees to engage FMR to provide the Client with the following services (the "Services"): Appliance Repair.
- 2. The Services will also include any other tasks which the Parties may agree on. FMR hereby agrees to provide such Services to the Client.

### **Terms of Agreement**

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties. Any time services are rendered.
- 4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 24 hour verbal or written notification to the other Party. All services rendered will be due upon receipt.

#### **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

# CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION 7. FMR will charge the Client a flat fee of \$	for the Services (the "Compensation")
8. A deposit of \$ (the "Deposit") i Agreement.	s payable by the Client upon execution of this
9 For the remaining amount, FMR will invoice	e the Client when the Services are complete.

- 10. Invoices submitted by FMR to the Client are due upon receipt.
- 11. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, FMR will be entitled to <u>pro rata payment of the Compensation</u> to the date of termination provided that there has been no breach of contract on the part of FMR.
- 12. The above Compensation includes all applicable sales tax and duties as required by law.

# REIMBURSEMENT OF EXPENSES

- 13. FMR will be reimbursed from time to time for reasonable and necessary expenses incurred by the FMR in connection with providing the Services.
- 14. Pre-approval is not required for expenses.

# INTEREST ON LATE PAYMENTS

15. Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower. Please call 850-318-3887 Option 3 to discuss a payment arrangement.

## CONFIDENTIALITY

16. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

- 17. FMR agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the FMR has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 18. All written and oral information and material disclosed or provided by the Client to the FMR under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to FMR.

# OWNERSHIP OF INTELLECTUAL PROPERTY

- 19. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of FMR. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 20. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with FMR.

# **RETURN OF PROPERTY**

- 21. Upon the expiration or termination of this Agreement, FMR will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
- 22. In the event that this Agreement is terminated by the Client prior to completion of the Services the FMR will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the FMR or, where agreed between the Parties, to compensation in lieu of recovery.

# CAPACITY/FLORIDA MAN RESIDENTIAL LLC

- 23. In providing the Services under this Agreement it is expressly agreed that FMR is acting independently and FMR is not an employee. FMR and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the FMR during the Term. FMR is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to FMR under this Agreement.
- 24. Except as otherwise provided in this Agreement, FMR may, at FMR's absolute discretion, engage a third party sub-FMR to perform some or all of the obligations of the FMR under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

# Right of Substitution

25. In the event that FMR hires a subcontractor:

- FMR will pay the subcontractor for its services and the Compensation will remain payable by the Client to the FMR.
- For the purposes of the indemnification clause of this Agreement, the subcontractor is an agent of FMR.

#### **AUTONOMY**

26. Except as otherwise provided in this Agreement, FMR will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. FMR will work autonomously and not at the direction of the Client. However, FMR will be responsive to the reasonable needs and concerns of the Client.

#### **EQUIPMENT**

27. Except as otherwise provided in this Agreement, FMR will provide at FMR's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

#### NO EXCLUSIVITY

28. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

# **Notice**

- 29. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties on the company website <a href="https://www.floridamanresidential.com">www.floridamanresidential.com</a> and social media platforms (Facebook, Instagram, Twitter, LinkedIn, Youtube, etc. as implied.
- In writing at Florida Man Residential LLC 7150 Tippin Ave #11293, Pensacola, FL 32504

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## INDEMNIFICATION

30. Except to the extent paid in settlement from any applicable litigations a lawsuit will be filed with the Escambia/Santa Rosa County Clerk of the Courts before any insurance claims are made. As permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### ADDITIONAL CLAUSES

- 31. Infestation Voids ALL Warranty & Services.
- 32. All work will cease at the use of violence or the work area becomes unsafe for the technician.
- 33. If payment is not received legal action will be taken. Refunds are at the discretion of FMR.

### MODIFICATION OF AGREEMENT

34. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### TIME OF THE ESSENCE

35. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### ASSIGNMENT

36. FMR will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### ENTIRE AGREEMENT

37. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

38. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## TITLES/HEADINGS

39. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### GENDER

40. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

# **GOVERNING LAW**

41. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

### SEVERABILITY

42. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### WAIVER

43. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on Receipt of the notice implies consent, use of service implies agreement from the (Client) to enter into an agreement of service with Florida Man Residential LLC.

State of Florida

County of ESCAMBIA.

This record was signed and sworn to/before me on 26 April 2025 by

and

Andrew D. Rowzee

Seal

LENAHA E. DAY
MY COMMISSION #HH491175
EXPIRES: APR 19, 2027
Bonded through 1st State Insurance

**Notary Signature**