

Clerk of the Circuit Court and Comptroller  
Regular Public Meeting  
February 24, 2015

4. Miscellaneous items received for filing:
  - a. City of Largo Notice of Public Hearing held October 21, 2014, re proposed Ordinance No. 2015-03 annexing certain property.
  - b. Eastlake Oaks Community Development District minutes of the meeting held October 9, 2014.

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*If a copy of a report or CD is desired, please check the web page of the organization/municipality or contact Board Records at 464-3465.*

**MINUTES OF MEETING  
EASTLAKE OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Eastlake Oaks Community Development District was held Thursday, October 9, 2014 at 6:00 p.m. at the Holiday Inn Express Hotel & Suites; 3990 Tampa Road; Oldsmar, Florida.

Present and constituting a quorum were:

Joseph Dinelli	Chairman
Dan Saracki	Assistant Secretary
Bogdan (Don) Nowacki	Assistant Secretary
J.R. "Nick" Yagnik	Assistant Secretary
Darlene Lazier	Supervisor

Also present were:

Andrew Mendenhall	District Manager
Scott Rope	Electrical Engineer/Resident
Lisa	City of Oldsmar
Melanie	City of Oldsmar
Numerous Residents	

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS                      Roll Call**

Mr. Mendenhall called the meeting to order; Supervisors and staff introduced themselves.

On MOTION by Mr. Saracki seconded by Mr. Yagnik with all in favor, Ms. Darlene Lazier's appointment to the Board of Supervisors was approved.

*Mr. Mendenhall being a Notary Public of the State of Florida administered the Oath of Office to Ms. Darlene Lazier; a copy of the signed oath is attached hereto and made part of the public record.*

Thursday, 11/6/14

RECEIVED  
COMMUNITY DEVELOPMENT DISTRICT  
2015 JAN 26 PM 2:45  
PHILAS

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the  
August 14, 2014 Meeting**

On MOTION by Mr. Nowacki seconded by Mr. Saracki with all in favor, the Minutes of the August 14, 2014 Meeting were approved.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Residents commented on pond conditions.

**SIXTH ORDER OF BUSINESS**

**Consideration of Pond Maintenance  
Proposals**

- Mr. Mendenhall presented three proposals:
  - Aquatic Systems, Inc. in the amount of \$577 per month.
    - The initial charge to clean out the ponds is \$1,170.
  - A&B Aquatics in the amount of \$1,850 per month.
  - Lakemasters Inc. in the amount of \$775 per month.

Mr. Dinelli MOVED to approve the proposal from Aquatic Systems, Inc. in the amount of \$577 per month; and Mr. Nowacki seconded the motion.

On VOICE vote with all in favor, the prior motion was approved as discussed.

**FIFTH ORDER OF BUSINESS**

**Consideration of Gate Security Systems  
Proposals**

- The Board is in favor of holding off on this, as there has been no vandalism since the fence was put up.
- This will be addressed in the early spring.

**SEVENTH ORDER OF BUSINESS**

**Manager's Report**

- Mr. Scott Rope addressed the Board on landscape lighting.
  - Mr. Rope will present quotes and specifications for lighting at the next meeting.

- Mr. Mendenhall will get an estimate from LMP for holiday planting, and work with the Chairman to expedite.
- Holiday lighting was not done last year.
  - The residents in attendance are in favor of holiday lighting.

Mr. Dinelli MOVED to appoint Ms. Lazier to serve as Project Manager for holiday lighting to spend no more than \$2,000; and Mr. Saracki seconded the motion.

On VOICE vote with all in favor, the prior motion was approved.

- The fence next to the pool was discussed by a resident.
  - The fence cannot be extended to the end of the sidewalk due to code restrictions.
  - A variance was suggested.

#### **EIGHTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

- Items in the tot lot need to be replaced and/or removed.

#### **NINTH ORDER OF BUSINESS**

#### **Approval of August 2014 Financial Statements, Check Register and Invoices**

On MOTION by Mr. Saracki seconded by Mr. Dinelli with all in favor, the August 2014 Financial Statements, Check Register and Invoices were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Discussion of Traffic Issues**

- Lisa from the City of Oldsmar gave a PowerPoint presentation.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Pond Maintenance Proposals (Continued)**

On MOTION by Mr. Dinelli seconded by Mr. Yagnik with all in favor, termination of the pond maintenance contract with American Ecosystems was approved.

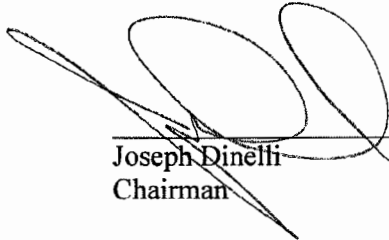
October 9, 2014

Eastlake Oaks CDD

**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Lazier seconded by Mr. Yagnik with all in favor, the meeting was adjourned at approximately 7:38 p.m.



\_\_\_\_\_  
Joseph Dinelli  
Chairman

Thursday, 11/6/14

## **Eastlake Oaks Community Development District**

### **Board of Supervisors**

Joseph Dinelli, Chairman  
Cheryl Asoian, Vice Chairperson  
Dan Saracki, Assistant Secretary  
Bogdan (Don) Nowacki, Assistant Secretary  
J.R. "Nick" Yagnik, Assistant Secretary

Andrew Mendenhall, District Manager  
Erin Larrinaga, District Counsel  
Tonja Stewart, District Engineer

### **Regular Meeting Agenda**

Thursday, October 9, 2014 – 6:00 p.m.

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- 1. Roll Call**
- 2. Approval of the Minutes of the August 14, 2014 Meeting**
- 3. Audience Comments**
- 4. Discussion of Traffic Issues**
- 5. Consideration of Gate Security Systems Proposals**
- 6. Consideration of Pond Maintenance Proposals**
- 7. Manager's Report**
- 8. Supervisors' Requests**
- 9. Approval of August 2014 Financial Statements, Check Register and Invoices**
- 10. Adjournment**

The next meeting is scheduled for Thursday, December 11, 2014, at 6:00 p.m.

### **District Office:**

Severn Trent Services, Inc.  
210 North University Drive  
Suite 702  
954-753-5841

### **Meeting Location:**

Holiday Inn Express Hotel & Suites – Oldsmar  
3990 Tampa Road  
Oldsmar, Florida 34677  
813-854-5080

EASTLAKE OAKS CDD  
ATTN: SEVERN TRENT SERVICES -AP,210 N. UNIVE  
CORAL SPRINGS FL 33071 USA

Sales Rep  
dalmeida

Line Ad Proof

**Notice of Meetings  
Eastlake Oaks  
Community Development District**

The Board of Supervisors of the Eastlake Oaks Community Development District will hold their meetings for Fiscal Year 2015 on the second Thursday of every other month, except as noted, at 6:00 p.m. in the Board Room of the Holiday Inn Express, 3990 Tampa Road, Oldsmar, Florida.

October 9, 2014  
December 11, 2014  
February 12, 2015  
April 9, 2015  
June 11, 2015  
August 13, 2015

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time and location to be specified on the record at the meetings.

There may be occasions when one or more Supervisors will participate via telephone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Management Company, Severn Trent Services at (954) 753-5841. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office at least two (2) days prior to the date of the meetings. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Andrew Mendenhall, PMP  
District Manager

Published in Tampa Bay Times, Pinellas edition 09/10/14 (1004214548)

Account # 1000508177

Phone 954-753-5841

Fax 954-345-1292

EMail "Rehe, Stephanie" <srehe@severnt

GROSS Amount \$325.90

Tax Amount \$0.00

Total Net Amount \$325.90

Payment Amount (\$0.00)

Amount Due \$325.90

Ad # 1004214548-01 Ad Type C-Liner Ad Size 2.0 X 40 Li

Pick Up # Color : <NONE>

PO # Proofs 0 Tear Sheets 0

Tagline/Invoice Text Notice of FY 2015 Meeting Schedule

Edition(s)	Placement/Position	Total Inserts
C-All Pinellas::	LEG101 - Legal Ads -	1
C-All Pinellas IN	LEG101 - Legal Ads -	1

Run Dates

9/10/2014

9/10/2014

# OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Pinellas

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Eastlake Oaks CDD Supervisor Seat 2

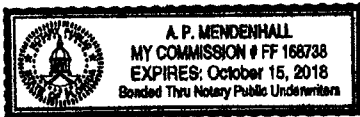
(Title of Office)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

Daryl J. Jari  
Signature

Sworn to and subscribed before me this 9 day of OCTOBER, 2014.



A.P. Mendenhall  
Signature of Officer Administering Oath or of Notary Public

ANDREW P. MENDENHALL  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

## ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: ☒ Home ☐ Office

1737 Split Fork Drive  
Street or Post Office Box

Oldsmar, FL 34677  
City, State, Zip Code

DARLENE LAZIER  
Print name as you desire commission issued

Daryl J. Jari  
Signature



**Eastlake Oaks Community Development District**

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**Severn Trent Services, Management Services Division**  
210 North University Drive • Suite 702 • Coral Springs, Florida 33071  
Telephone: (954) 753-5841 • Fax: (954) 796-0623

October 20, 2014

**TIME SENSITIVE MATERIAL**

Ms. Darlene Lazier  
1737 Split Fork Drive  
Oldsmar, Florida 34677


Dear Ms. Lazier:

Enclosed is a Financial Disclosure Form 1 which **needs to be filled out and sent to the Supervisor of Elections in the County in which you reside within 30 days of the October 9, 2014 meeting.**

Also enclosed is the most recent version of a booklet entitled, "Guide to the Sunshine Amendment and Code of Ethics for Public Officials and Employees". This booklet is for your use and information.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

*Andrew P. Mendenhall* / 

Andrew P. Mendenhall/js  
District Manager

Enclosure

NEW SUPERVISOR INFORMATION SHEET

PLEASE RETURN COMPLETED FORM TO RECORDING  
SECRETARY:

Severn Trent Services  
210 North University Drive  
Suite 702  
Coral Springs, Florida 33071

CDD:

Eastlake Oaks Community Development District

NAME:

Darlene Lazier

ADDRESS:

1737 Split Fork Drive

Oldsmar, Florida 34677

COUNTY OF RESIDENCE:

Pinellas County

PHONE:

727-831-4233

FAX:

CELL:

EMAIL ADDRESS:

darlenelazier@yahoo.com

**Aquatic Systems, Inc.**  
Lake & Wetland Management Services  
*Everything a Lake Should Be*  
2100 NW 33<sup>rd</sup> Street, Pompano Beach, FL 33069  
Telephone: 1-800-432-4302 Fax: 954-977-7877  
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Andy Mendenhall, District Manager  
**Eastlake Oaks CDD**  
c/o Severn Trent  
5415 West Sligh Avenue, Suite #102  
Tampa, Florida 33634  
(813) 991-1116  
andy.mendenhall@stservices.com

**Special Services Agreement**

**SIMULTANEOUS EXECUTION WITH AQUATIC SERVICES AGREEMENT.**

Start Date: \_\_\_\_\_

Date of proposal: October 7, 2014 DA-R-2

We are pleased to quote special pricing as follows:

23532

**Services to be performed:** Initial charge to be added to first months service to compensate for significant amount of labor and herbicide necessary to re-set all nine (9) ponds to a proper maintenance condition.

**Area(s):** Sites #1 through #9 (12,701 Linear Feet; 17.71 Acres)

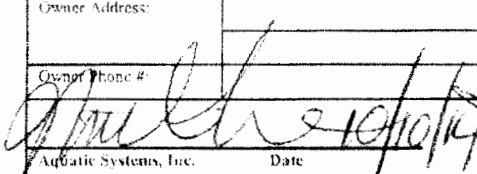
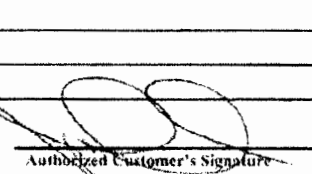
**Total Balance Due Upon Receipt      \$1,170.00**

***Terms & Conditions of Special Services Agreement***

1. If CUSTOMER requires ASI to enroll in any special third-party compliance programs invoicing or payment plans that charge ASI, those charges will be invoiced back to CUSTOMER.
2. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
3. It is the CUSTOMER'S responsibility to inform ASI of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide ASI with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. ASI assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.
4. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should Aquatic System's, Inc. be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, Aquatic Systems, Inc. shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying Aquatic Systems, Inc. in writing.

ASI, Inc.

5. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify **CUSTOMER**. It is the **CUSTOMER'S** responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. **Aquatic Systems, Inc.**, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
7. **Aquatic Systems, Inc.**, agrees to hold **CUSTOMER** harmless from any loss, damage or claims arising out of the sole negligence of **Aquatic Systems, Inc.**; however, **Aquatic Systems, Inc.**, shall in no event be liable to **CUSTOMER**, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
8. **Carp Containment Barrier(s)**: **ASI** is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing **Carp Containment Barriers** on the structures.
9. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Aquatic Systems, Inc.** and the **CUSTOMER**.
10. In consideration of **ASI'S** providing services and/or products, the **CUSTOMER** agrees to pay its monthly invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by **SELLER** shall bear interest at the rate of 1.5% per month until paid in full.
11. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal. This Agreement and its Terms and Conditions are entered into in Broward County Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.	
The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Aquatic Systems, Inc. invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.	
Property Owner(s):	
Owner Address:	
Owner Phone #:	
 Aquatic Systems, Inc.	 Authorized Customer's Signature
Date	Title
Print Name	Date
<b>EASTLAKE OAKS CDD</b>	2014-10-09
Print Company Name	



**"MONTHLY AQUATIC MANAGEMENT PROGRAM"**

AN AGREEMENT made this 1st day of October 2014 is between

**A & B Aquatics**, (hereinafter referred to as "A & B AQUATICS")

and

**Eastlake Oaks, CDD**, (hereinafter referred to as "CUSTOMER").

The parties hereto agree to the following:

- A. A & B AQUATICS agrees to manage the nine (9) ponds/waterways within property lines of Eastlake Oaks, CDD located in, Oldsmar, FL on an ongoing basis, with a minimum of a (1) one year term, effective \_\_\_\_\_ with execution of this Agreement in accordance with the Terms and Conditions of this Agreement. CUSTOMER understands that under agreement of this type, aquatic weeds can re-grow between treatments; therefore, no length of control is guaranteed.
- B. CUSTOMER understands that work under this Agreement is contingent upon review and approval by the EPC and FWC and that any supplemental conditions imposed by the EPC and FWC may not be included in the contents of this Agreement.
- C. CUSTOMER agrees to pay A & B AQUATICS monthly, its agents or assigns, the following amount for specified aquatic management services.

**Contract - Aquatic Services Agreement**

- Minimum of twelve (12) inspections yearly with treatment as required.
- One to two person aquatic crew twelve times a year to remove any visible garbage and/or any floating aquatic debris.
- Specific Waterway Services:
  - Blue dye as needed
  - Control of all nuisance aquatic vegetation and algae (submersed, emersed & floating)
  - Control of shoreline grass
- Usage of an Argo, (A neighborhood friendly amphibious vehicle that makes aquatic spraying ideal)
  - Note: Argos are quiet and can travel on land or water without causing any damage to the grass or shoreline.
  - Other equipment used: Airboat, four wheeler, side by side, jon boat and backpack sprayers.

**Total Cost of Services Provided (Monthly): \$1,850.00**

A & B AQUATICS uses products which, in its sole discretion, will provide effective and safe results.

The Terms and Conditions appearing on page 2 of this Agreement form a vital part of this Agreement, and CUSTOMER hereby acknowledges that he/she has read, is familiar with, and agrees to the contents thereof.

**A & B AQUATICS**

Signed \_\_\_\_\_ Date \_\_\_\_\_

C. Aaron Jackson

Owner/Aquatic Specialist

**CUSTOMER**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CELEBRATING**  
*Years*

Find us on the web @ [www.AB-Aquatics.com](http://www.AB-Aquatics.com)



17855 Boy Scout Road, Odessa, FL 33556 Phone: (813)-239-7801 Fax: (813)-920-599

### **TERMS AND CONDITIONS**

1. The A & B AQUATICS Monthly Aquatic Management Program will be conducted in a manner with superior water management practices using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and immersed aquatic vegetation and algae. Examples of undesirable vegetation may include, but are not limited to: hydrilla, naiad, algae, bladderwort, water hyacinth, water lettuce and duckweed. (CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system).
  - b) When deemed necessary by A & B AQUATICS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
  - c) A & B AQUATICS shall not be held liable for loss of any exotic or non-native fish or vegetation.
  - d) Control of weeds and algae may take 30-90 days depending upon species, materials used and environmental factors.
2. If at any time during the term of this Agreement, CUSTOMER feels A & B AQUATICS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform A & B AQUATICS, by certified mail, receipt requested, stating with particularity the reasons for CUSTOMER'S dissatisfaction. A & B AQUATICS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel A & B AQUATICS performance is unsatisfactory, CUSTOMER may terminate this agreement by giving notice ("Second Notice") to A & B AQUATICS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by A & B AQUATICS.
3. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. A & B Aquatics will notify CUSTOMER of such restrictions verbally and/or posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be CUSTOMER'S responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of this Agreement, A & B AQUATICS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
4. CUSTOMER warrants that he or she is authorized to execute the A & B Aquatics Monthly Aquatic Management Agreement on behalf of the riparian owner and to hold A & B AQUATICS harmless for consequences of such service not arising out of the sole negligence of A & B AQUATICS.
5. A & B AQUATICS agrees to hold CUSTOMER harmless for any loss, damage or claims arising out of the sole negligence of A & B AQUATICS. However, A & B AQUATICS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
6. This Agreement is assignable by CUSTOMER upon written consent by A & B AQUATICS.
7. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by A & B AQUATICS Home Office. No oral or written alteration or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both A & B AQUATICS and CUSTOMER.

### **Clientele Referral List**

Savern Trent Services, Inc. for Westchase CDD  
Contact: Doug Mays  
Phone: (813) 478-2716

Savern Trent Services, Inc. for Waterchase CDD  
Contact: Jim Hayford  
Phone: (813) 991-1153

Condominium Associates for Stonelake Ranch  
Contact: Mark Chapman  
Phone: (813) 362-6766

Rizetta & Co, Inc. for Southern Hills CDD  
Contact: Scott Brizendine  
Phone: (813) 994-1001

17855 Boy Scout Road, Odessa, FL 33556 Phone:(813)-239-7801 Fax: (813)-920-599

New York Yankees @ Steinbrenner Fields

Contact: Richie Anderson

Phone: (813) 334-7592

Park Lake @ Parson Condo Association

Contact: Amy Williams

Phone: (813) 409-3813

Greenacre Properties, Inc. for Madison @ SoHo

Contact: Charles Jester

Phone: (813) 936-4153

Pilawski Property Management for Cross Creek II

Contact: JoAnn Pilawski

\*Additional References Available Upon Request!

Please note that A & B Aquatics meets the "required insurance coverage" protocol to perform the scope of work requested.

Worker's Compensation Insurance to cover full liability under the Worker's Compensation laws of the State of Florida, not less than \$500,000.

Commercial General Liability Insurance – minimum \$1,000,000 each occurrence and \$2,000,000 general aggregate.

Automobile Liability Insurance – minimum \$1,000,000 each occurrence for bodily injury and property damage.

**Eastlake Oaks CDD**  
*Oldsmar, FL*

*Mr. Andy Mendenhall*  
*Director Manager*



## **LAKEMASTERS INC.**

LakeMasters is one of the largest aquatic weed control and wetland management companies in Florida. We specialize in the management and preservation of lakes, waterways and wetlands in harmony with environmental regulations and compliance requirements.

LakeMasters is uniquely qualified to customize a program to meet your special requirements, regardless of size, complexity or duration. Our dream-team of partners and fully trained, licensed service technicians collectively have over 125 years of experience. We employ only the best personnel and take pride in our total dedication to providing the highest level of quality and service. Our customer service satisfaction is unsurpassed in the industry and has enabled LakeMasters to dramatically increase its presence within the Florida aquatic market.

LakeMasters takes pride in offering new, state of the art non-intrusive application vehicles. This enables us to provide service sensitive to your special individual needs. Our centralized customer service hotline assures you of 24/7 emergency response.

LakeMasters works in partnership with local, state and national governmental agencies to keep clients up-to-date with any regulatory codes or changes that may be issued. We guarantee EPA compliance and back up this statement with the highest liability and pollution control insurance coverage in the industry.

Our dedication to quality customer service and attention to detail enables LakeMasters to deliver an extremely reliable customized water management program that will make a dramatic difference in your lakes, waterways and wetlands.



### Customer Reference List

The following is a reference list of some of the Golf Courses and Communities that LakeMasters is maintaining. We welcome you to drive by or call on these properties to see the quality of workmanship that our company provides for our customers.

#### Southeast Florida

Trump Doral Golf & Resort/Miami  
Mr. Brook Maxwell / 954-755-6105  
**PGA TOUR STOP**

Frenchman's Reserve, Jupiter  
Mr. Randy Cross / 561-776-4849

Martin Down POA, Palm City  
Ms. Valerie Karpinski / 561-238-4746

Mirasol, Palm Beach  
Mr. Mike Thomas / 561-775-7666

Gulfstream Golf Club, Gulfstream  
Mr. Mark Henderson / 561 278-3993

Northern F.B. County Improv. Dist  
Mr. Sam Payson / 561-624-7830

#### Central Fl. Section

Bay Hill Country Club, Orlando  
Mr. Matt Beaver / (407) 876-2404  
**PGA TOUR STOP**

Grand Cypress Resort & C.C., Orlando  
Mr. Tom Alex / (407) 239-1948

#### **LPGA TOUR STOP**

Shingle Creek G.C. & Resort, Orlando  
Mr. Ricky Craig / 407-996-9800

Interlachen Country Club, Orlando  
Mr. Stuart Leventhal / 407 657-5223

Waterford Lakes POA, Orlando  
Mr. Kenneth Zook / 407-276-4089

Keen'e Pointe Golf Club, Windermere  
Mr. Jim Sullivan / 407-608-9512

#### **LPGA International /Daytona**

Mr. John Lammish / CGSA  
386-274-7 11

#### **LPGA TOUR STOP**

Avalon Lakes / Orlando  
Bono Associates  
Michael Bcn 407-233-3560

#### Marriott's Property's in Orlando

The Ritz Carlton @ Granda Lakes  
Marriott Orlando World Center  
Grande Pines G.C.  
Grande Vista G.C.  
Marriott's Horizons Resort

#### Calusa / Everglades Section

Bonita Bay West / Bonita Spring  
Bonita Bay East  
Mr. Hal Akins / 239-495-0073

Wrathell, Hart, Hunt & Assoc. L.L.C.  
Fiddlers Creek CDD I & II / Marco Island  
Mediterra CDD / Naples  
The Brooks, CDD / Bonita Springs  
Moody River CDD / Ft. Myers  
Mr. Chuck Adams 239-437-5551  
Ms. Cleo Crismond 239-498-9020

Old Collier C.C. / Naples  
Mr. Tim Hiers / 239- 593-8522

Del Webb C.C. @ Ave Maria  
Mr. Michael Meisenhellter  
239-262-6900

#### Tampa/Sarasota Section

Renaissance Vinoy Resorts, St.  
Petersburg  
Mr. Scott Corwin / (727) 894-5500

Cypress Run Golf Club, Tarpon Springs  
Mr. Dwayne Van Etten / 727- 938-5832

Isla-Dei-Sol GC / Clearwater  
Kevin Sundermen / 727-867-9098

TPC @ Tampa Bay, Lutz  
Mr. Jason Kubel 813-949-0092  
**PGA TOUR STOP**

Carrollwood Village I, II, III  
Carrollwood I, II, III / Tampa  
Greenacres Properties  
Mr. Van Chanler 813-600-1100

Reflections of Hillsborough/ Tampa  
Pine Lake Garden Villas/ Tampa  
Calusa Trace Masters/ Tampa  
Greenacre Properties  
Ms. Lee Polk / 813-600-1100

Cheval West C.D.D. / Tampa  
Green Acres Propertys  
Ms. Louise Brown / 813-600-1100

Lake Chase Condo / Tampa  
Greenacres Properties Inc.  
Mr. Vernon June / 813-600-1100

Heritage Pines CDD / Huston  
Wrathell, Hart, Hunt, & Assoc. LLC  
Mr. Chuck Adams / 239-437-5551

Rizzetta & Company/ Tampa  
Mr. Greg Cox / 813-933-5571  
Diamond Hill CDD / Lakeland  
Grand Hamilton CDD/ Tampa  
Cobblestone CDD/ Bradenton  
Oaklefe Hammock/ Bradenton  
Regent Lake/ Sarasota  
Wateredge CDD/ Pasco

Stoneybrook of Vince  
Advanced Management Inc.  
Sandra Holtzman / 941-408-1276

Venetian Golf & River Club / Vince  
Mike Miles / 941-270-0135

Arbor Green CDD/ Tampa  
Sevren and Trent Management  
Mr. Bob Farrell / 813-928-8575

Tampa Bay G&CC/ San Antonio  
Mr. Paul Ascoti / GM  
352-588-0059

Quail Hollow G.C. / Westley Chapel  
Mr. Tony Disaro 813-333-0033

Palma Ceia Golf & C.C. / Tampa  
Michael McNamara / 813-253-3502

## **LAKEMASTERS**

***Aquatic Weed Control, Inc.***

***P.O.Box 2300 Palm City, Fl. 34991***

***Office 877-745-5729 Fax 407-790-4972***

### **LAKEMASTERS MANAGEMENT CONTRACT AGREEMENT**

This agreement, dated September 30, 2014 is made between LakeMasters Aquatic Weed Control, Inc. hereinafter known as "LakeMasters" and

Customer: Eastlake Oaks CDD

Phone: 813-991-1116 EX 102

Contact: Mr. Andy Mendenhall, Director Manager

Address: 2634 Cypress Ridge Blvd.

Westley Chapel, Fl 33544

hereinafter known as "Customer."

Both Customer and LakeMasters agree to the following terms and conditions:

1. **General Conditions:** LakeMasters will provide aquatic weed control on behalf of the Customer in accordance with the terms and conditions of this contract agreement.

Treatment Area is defined as 9 Waterways 18.57ac. designated by map.

2. **Contract Term:** The term of this agreement will be twelve (12) months.

3. **Contract Services:** Eastlake Oaks CDD agrees to pay LakeMasters the following amounts during the term of this agreement for these specific services:

A. Algae and Aquatic Weed Control	Included
B. Border Grass and Brush Control	Included
C. Water Testing (pH, Temperature and Dissolved Oxygen)	Included
D. Management Report	Included
E. Aquatic Consultation	Included
F. Triploid Grass Carp with F.G.G.W.C. permit approval acquired by the customer and stocking at sole discretion of LakeMasters as to quantities, location and timing.	Included

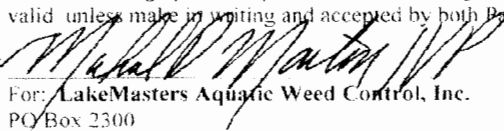
12 Inspections per year with treatment as necessary

One-time Start-up Fee Amount for water lettuce on lake#4,5 with follow-up in 10 days Total \$ 1,475.00

Monthly Service Amount

Total \$ 775.00

4. **Starting Date:** The starting date is the first day of the month in which services are first provided unless otherwise agreed to by the Parties in writing.
5. **Schedule of Payment:** \$775.00(First Month PLUS WORK ORDER \$1,475.00) shall be due and payable upon the execution of this contract. The balance shall be billed in equal monthly installments. Customer agrees to pay LakeMasters within thirty (30) days of the invoice. The Total Contract Amount is \$ 9,300.00...
6. **Limited Offer:** This proposal expires forty-five (45) days from the issuance date unless modified in writing by LakeMasters.
7. **Termination:** This agreement may be terminated by either Party with thirty (30) days written notice, service to continue to the end of the month. All notifications must be sent by Certified Mail to LakeMasters home office address, unless otherwise agreed to by Parties.
8. **Automatic Renewal:** This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both Parties agree that service shall be continuous without interruption.
9. **Default:** Should Customer default on any provision of this agreement, Customer agrees that LakeMasters may, at its sole discretion, seek any and all of the following remedies:
- a. Termination of this Contract Agreement. In this event, Customer agrees to make immediate payment of the Total Contract Amount, less payments made, through the end of the Contract Term as liquidated and agreed upon damages.
- b. Collection Charges for Monies Due. Customer agrees to pay LakeMasters reasonable attorney's fees, court costs, collections costs and all other expenses incurred by LakeMasters from this collection activity.
10. **Safety:** LakeMasters agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results for treatment area sites.
11. **Additional Services:** Work requested by the Customer such as trash clean up, physical cutting and/or plant removal, and other additional services performed by our staff will be billed separately at the current hourly equipment and labor rates.
12. **Insurance:** LakeMasters maintains Worker's Compensation, General Liability, Auto, Property and Casualty coverage. A Certificate of Insurance will be provided on request.
13. **Contract Documents:** This contract constitutes the entire agreement of LakeMasters and Customer in the event that any portion of this agreement shall be held invalid or unenforceable, the remaining portions shall be binding upon both parties. No oral change or modification of the terms contained herein shall be valid unless made in writing and accepted by both Parties or authorized by their designated agents.

  
For: LakeMasters Aquatic Weed Control, Inc.  
PO Box 2300  
Palm City, FL 33491

Management Contract Agreement  
Page 2 of 2

For: Customer

Print Name of Signatory/Title

Date

Client#: 85491

LAKMA5

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Advanced Insurance Underwriters, LLC 3250 N. 29th Ave Hollywood, FL 33020		<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 954 963-6666 <b>FAX (A/C, No):</b> 954-963-9776 <b>E-MAIL ADDRESS:</b> certificateofinsurance@advancedins.com															
<b>INSURED</b> Lake Masters Aquatic Weed Control, Inc. P.O. Box 2300 Palm City, FL 34991		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B: Associated Industries Ins. Co.,</td> <td>23140</td> </tr> <tr> <td>INSURER C: Mapfre Insurance Company of Flo</td> <td>34932</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Associated Industries Ins. Co.,	23140	INSURER C: Mapfre Insurance Company of Flo	34932	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Mapfre Insurance Company of Flo	34932																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JEC <input type="checkbox"/> LOC		14PKGSE20130	01/02/2014	01/02/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	4150130009441	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		XOVA650114	01/02/2014	01/02/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AWC1028404	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Pollution Liab</b>	X	14PKGSE20130	01/02/2014	01/02/2015	\$1,000,000/\$5,000 Ded
A	<b>Professional Liab</b>	X	14PKGSE20130	01/02/2014	01/02/2015	\$1,000,000/\$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractual Liability is included in the General Liability coverage part.

Waiver of Subrogation as required by written contract - applies to the General Liability coverage part

Additional Insured - Automatic status when required by written contract - applies to the General Liability coverage part

For informational purposes only

<b>CERTIFICATE HOLDER</b> Lake Masters Aquatic Weed Control, Inc. PO Box 2300 Palm City, FL 34991	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Charlotte Floyd</i>
--	--

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**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) <b>LAKE MASTERS AQUATIC WEED CONTROL, INC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>P.O. BOX 2300</b> City, state, and ZIP code <b>PALM CITY, FL 34991</b> List account number(s) here (optional)	
Requester's name and address (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
5	9		3	5	4	1	0	6	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>8/23/14</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [irs.gov/w9](http://irs.gov/w9) for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust as defined in Regulations section 301.7701-7.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# Access Control System Proposal

Dependable Security & Fire Safety Systems since 1979

License# EF0000020

Order # HPIQ2417-02

Date: 8/11/2014

HPI Rep: Chuck Bellissimo

**800-229-6693**

Admin: 800-366-8005  
Fax: 800-366-8053

340 Shore Dr. E. Oldsmar, FL 34677

[www.HPIsecurity.com](http://www.HPIsecurity.com)

[www.HPIfire.com](http://www.HPIfire.com)

## Prepared For:

Eastlake Oaks CDD

Andrew P. Mendenhall, PMP/Dan 813 991 1116

AMendenhall@SevernTrentMS.com, dan@impactgrafx.com

210 N. University Dr. Ste. 702

Coral Springs, FL 33071

## Job Site:

Eastlake Oaks Pool & Cabana

1619 Gray Bark Dr.

(at NW corner of Shady Oldsmar

(This Quote has an On-Line associated Options Page for your convenience to make changes and/or acceptance. See Sales Rep for access link.)

Qty	System Components Description	Price Ea.	Amt.
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## Gate Access Control Management System for Eastlake Oaks Pool & Cabana:

### Cloud Based Access Control System by DMP & ConnectOne

(1)	Single Gate Access Control System Equipment Provided:	\$2,608.14	\$2608.14
	> Integrated Security Central Processing Unit: Starter controller for up to (8) Doors or Gates, 10,000 Users & 12,000 event buffer with unlimited door & user expandability. Also has security Alarm Control of 10 Zones on board expandable to 142, Hardwired with up to 100 of those Wireless. Remote programming and controls over IP network communications built in. Optional Cell Communicator, Small Grey Cabinet remotely mounted in utility closet; (Includes 50va power supply) (DMP-XR150DNL-G)		
	> BATTERY Back-Up 12vDC / 7 Amp Hours		
	> Door Lock Aux Power Supply, 5amp, 12v (DMP-505-12-G)		
	> Wiegand Interface Module (DMP-734)		
	> Standard Proxpoint Plus Proximity Reader, In/Outdoor (DMP-PP-6005B)		
	> Gate Left Open Sensor: Door Switch tells the Door Controller that the door is open. After a programmed time a buzzer can be programmed to sound to remind the user to not leave the door propped open. Buzzing will stop when door is closed.		
	> Gate Magnetic Lock: Weather proof Stainless Steel Magnetic Lock with holding weight of approximate 1200.00 lbs.		
	> Push to Exit Button		
	> Installation includes programming set-up in ConnectONE and training in use and operation		

**SubTotal \$2,608.14**

## Resr Room Access Control Option

(1)	(2) Rest Room Doors (Optional - SELECTED)	\$2,096.26	\$2096.26
	> (2) Wiegand Interface Module (DMP-734)		
	> (2) Standard Proxpoint Plus Proximity Reader, In/Outdoor (DMP-PP-6005B)		
	> (2) Heavy Duty Storeroom Lock set (always locked), Lever Style, Satin Chrome finish & Fail Secure with keyed override on outside.		
	> (2) Electric Door Strike, Commercial grade HES 8000 (5900), Satin stainless steel		
	> (2) Door Left Open Sensor: Door Switch tells the Door Controller that the door is open. After a programmed time a buzzer can be programmed to sound to remind the user to not leave the door propped open. Buzzing will stop when door is closed.		
	> Installation Labor included		

**Running SubTotal \$4,704.40**

## Credentials - Card/Keyfob/Patch Keys for Access Control Reader:

(1)	(Let us know if you wish to mix selection of smaller quantities of credential types)	\$1,740.00	\$1740.00
	> (400) Proxcard Access Control Credential: Identive 4010 ISO HID Compatible 125 kHz Printable graphic quality PVC: Serial Numbered with optional preprinted message on back of blank white cards. (Optional - SELECTED)	\$4.35	\$1740.00
	> (400) Proxpatch Access Control Credential: Identive 4090 Proximity PVC Disk HID Compatible 125 kHz (Optional)	\$4.80	



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800-229-6693

Admin: 800-366-8005  
Fax: 800-366-8053

340 Shore Dr. E. Oldsmar, FL 34677

[www.HPIsecurity.com](http://www.HPIsecurity.com)

[www.HPIfire.com](http://www.HPIfire.com)

- > (400) Key Fob Access Control Credential: Identive 4082 ISO HID Compatible 125 kHz key fob offering proximity technology in a convenient, pocket size device. It easily attaches to a key ring, badge clip or lanyard. It is designed for the secure personal identification and access control applications where photo IDs are not required. (Optional)

\$4.50

Running SubTotal \$6,444.40

### HPI Monthly Subscription Services:

- (1) Connect ONE® Pro Software for web-hosted Systems Management: Log on thru any browser and manage all your systems from a single interface. Easy, hassle free (no software or PC's to maintain) client interface with your access control, security alarm, video cameras, lighting or HVAC. This package includes Connect ONE® Pro Software for web-hosted Access Control System Management by Client (up to 4 doors/400 users/360 days event storage) - HPI Monthly Subscription \$54.95/mo. \$54.95 (Monthly ea.)
- Extended Service Plan (ESP) for Priority on Site Parts & Labor Business Hours Service Plan: HPI Monthly Subscription \$45/mo. \$45.00 (Monthly ea.)

Includes repair or replacement of all malfunctioning system parts including labor costs as described in Warranty Terms Section of the Install Agreement; Includes trip charges and parts shipping costs. This ESP is a normal business hours plan for labor. Parts are covered at any time even if customer orders emergency overtime service at HPI's prevailing rates.

A prepaid Maintenance Agreement fixes your costs and assures that the system will be kept up by eliminating the need to get approvals from management and the hesitation to call for chargeable service when a minor or major problem arises. Your investment stays up and running from day one. Normal installation warranty is 12 months on new parts from the manufacturer and 90 days on-site service on all Labor and parts installed by HPI. The subscription is for an initial 36 month period then automatically renews bi-annually. Billed Quarterly in advance unless set-up for Monthly Auto-Pay. (Optional)

### Lease Purchase Option:

- 3rd Party Lease (in place of the Purchase Price listed below) - Marlin Leasing offers special equipment leasing packages through HPI on all of its commercial systems. This is a estimated monthly lease fee for this proposed system for a 48 month term with \$1 buyout. Credit approval required. Business must be established for atleast 2 years to qualify. HPI Monthly Subscription services are additional. (Optional) \$186.21 (Monthly ea.)

"HPI makes the technology you choose, dependable & simple to use."

See us at <http://HPIsecurity.com>

Sales Tax has been removed subject to Customer providing a current Tax Exempt Certificate with the order.

Other	Investment
Monthly Services: See Above.	DEPOSIT RECEIVED: SubTotal: \$6444.40
	\$ Shipping:
	Ck# Sales Tax:
	Total Install: \$6444.40

\$54.95 SubTotal Recurring Monthly+Tax

Quotes are valid for 30 days. Model numbers may change without notice. Subscribed to services are for 36 month minimum and auto renew thereafter (See Terms). Unless indicated above, Quote does NOT include taxes, permit fees or work that is outside the scope of HPI's licensing such as, but not limited to, electrical power work, HVAC, Sprinkler or Elevator. Also DOES NOT include plenum wiring or labor rates in compliance with Davis Bacon or Prevailing Wage law (Both available on request). Customer agrees to provide at the time of installation and maintain 3rd party utilities as needed. Fire Alarm Quotes are subject to AHJ (Engineer & Fire Marshal) design approval and may result in additional charges.





## Access Control System Proposal

Dependable Security & Fire Safety Systems since 1979

License# EF0000020

Order # HPIQ2417-02

Date: 8/11/2014

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**800-229-6693**

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340 Shore Dr. E. Oldsmar, FL 34677

[www.HPIsecurity.com](http://www.HPIsecurity.com)

[www.HPIfire.com](http://www.HPIfire.com)

**Acceptance:** Customer approves this Quote as an Order Agreement. Customer acknowledges the following. That additional protection is available and has been offered and declined. That he/she has received a copy of the Terms & Conditions and the "Right-to-Cancel" form (if in-home order) has read, understands and agrees to them. The person signing represents that he/she has the authority to bind Customer to Agreement. All agreements must be in writing and approved by HPI Management. A faxed or scanned copy of Agreement shall be considered legally binding.

**Customer  
Acceptance:**

X \_\_\_\_\_

**HPI Acceptance:**

\_\_\_\_\_

**Print:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print:** \_\_\_\_\_

Unless otherwise agreed to above, payable 50% on acceptance and balance on trim out. OTC purchases due on delivery. Subscribed to Services paid in advance at power-up.

## HPI Terms & Conditions

All of these Terms & Conditions apply to any purchase or lease and all invoices, orders, quotes, addendums, recurring monthly subscription services and/or service order/invoices and are between Castle Ventures, Inc. d/b/a HPI, d/b/a HPI Security, d/b/a Home Protection, Inc. (hereinafter referred to as HPI) and Customer as specified on the purchase documents executed for these purposes. One or more of the following products or services may be purchased or subscribed to by Customer and provided by HPI per the invoice and order forms referenced herein. Customer represents that he/she has not been induced by HPI to violate the terms of any existing contract to subscribe to any of the following. If so purchased or subscribed to, the following appropriate section(s) will apply in addition to the General Terms and Conditions below.

**System Purchase & Installation.** HPI has agreed to provide and/or install the equipment and services listed on the order herein (the "System") and Customer agrees to pay the installation and all service charges to HPI as outlined in this Agreement. HPI assumes no responsibility for the installation except as specifically stated in writing in this Agreement. Customer agrees to provide uninterrupted access to the property during normal business hours and understands that the installation or repair of the products and services purchased under this Agreement will require cutting, drilling, digging and attaching into Customer's premises. HPI will use due care to maintain the appearance of Customer's property but is not responsible for repairing to customer's satisfaction any wallpaper, paint, flooring, grass, foliage or other items altered to achieve the System installation or future repairs.

**Alarm, Video or Access Monitoring.** Monitoring Services start after monitoring information is received at central station and payment is received by HPI. Customer must call central station & test system to confirm before relying on services. Customer is responsible for weekly testing of system, ordering of repair service, user permitting with local authority if required & false alarm fines. If subscribed to by Customer, HPI (or its subcontract central station) agrees to monitor signals from the Customer's System. Once HPI receives a signal HPI will respond according to standard operating procedure for the type of signal received which may or may not include trying to notify, over the regular telephone lines, the agency(s) and/or person(s) identified on Customer's Emergency Contacts ("EC") list herein. However, HPI will not notify anyone if it reasonably believes that notification is not required. Customer agrees to update the EC list in writing as necessary. HPI is entitled to rely solely on EC list. HPI is not responsible for trying to contact anyone else. **CUSTOMER UNDERSTANDS THAT NO FORM OF MONITORING IS ERROR-FREE.** Customer also understands that HPI is not responsible for any interruption of service due to any cause beyond HPI's control, such as cut, damaged, altered service or faulty telephone lines, cell service interruption, router issues, internet service interruption or any damage or destruction to central station monitoring equipment or facilities. HPI is not required to supply monitoring service to Customer while such interruption continues. If Customer requests, however, HPI will give Customer a pro-rata refund if the interruption lasts more than 24 hours and is due to any damage or destruction to HPI's equipment or facilities.

**Enhanced Call Verification ("ECV") Procedure.** HPI complies with Florida state statute in the handling of POLICE alarm signals (i.e. Burg, Panic, Hold-up, but NOT Medical or Commercial FIRE ALARMS) which requires (2) attempts to notify an Emergency Contact BEFORE dispatching police for an opportunity to cancel a False Alarm dispatch.

**Service & Repairs.** HPI has agreed to provide and/or install the equipment and repair services listed on the service invoice order herein (the "Service Ticket" and/or "Invoice") and Customer agrees to pay the parts & labor charges to HPI as outlined on the related Invoice and in this Agreement. Customer agrees & understands that repair service to existing older systems either originally installed by HPI or by others is accomplished by trial & error and the problem may not be solved in the first visit. Additional service hours are chargeable if needed. HPI assumes no responsibility for the existing System and only for the repairs listed in the repair Invoice as specifically stated in writing in this Agreement. Customer will inspect and confirm functionality of Customer's System when repairs are completed and Customer agrees not to hold HPI responsible for the operation or non-operation of the existing system equipment that was not replaced by HPI at that time. The Limited Warranty herein applies to all repairs by HPI. Customer agrees to provide uninterrupted access to the property during normal business hours and understands that the repair of the products and services purchased under this Agreement will require cutting, drilling, digging and attaching into Customer's premises. HPI will use due care to maintain the appearance of Customer's property but is not responsible for repairing to customer's satisfaction any wallpaper, paint, flooring, grass, foliage or other items altered to achieve the repairs.

**Recurring Monthly Subscription Services ("RMS").** Customer agrees to subscribe as a condition of installation to the Monthly Services described on in this Order/Agreement for a minimum initial term of 36 months (60 months on In-House Leases) unless otherwise agreed to in writing in this Order/Agreement, under the terms and conditions herein. Upon expiration of said term of this agreement shall automatically be renewed for a like term, unless prohibited by state statute, under the same terms and conditions and each succeeding term thereafter, unless either party hereby by registered mail, certified mail or email (with acknowledgements from both parties), to the other give notice of his intention not to renew such agreement at least sixty (30) days prior to the expiration date of this Agreement. RMS charges are billed separately after the completion of installation and are not included in the initial order's installation charges, deposit or balance of payment charges collected through the credit card service at time of order.

**Extended Service Plan ("ESP").** ESP is a Parts & Labor RMS that includes priority onsite response, repair, replacement and return of defective parts during normal business hours unless emergency service is specifically included in the ESP contract. Repair or replacement of system parts including labor costs are provided as described below in this Agreement in Section 4. **Limited Warranty.** Additionally, the ESP includes trip charges and parts shipping costs. Unless otherwise agreed in writing this ESP is a normal business hours plan (Monday thru Friday 9-5 excluding legal holidays) for service trip and labor charges. Parts are covered at any time even if customer orders emergency overtime service at HPI's prevailing rates. Customer is still responsible for testing system and notifying HPI in a timely manner of any defects or need for System repair service. The ESP must be purchased before the initial System installation is completed or HPI is under no obligation to offer the ESP service. If HPI agrees to contract for ESP of Customer's existing system, HPI will require Customer to pay for a thorough testing of their system and Customer will be required to pay for all repairs to bring system to new condition plus any upgrades to the system that HPI would have included in the initial install if HPI had known at that time that it would be servicing the system beyond the initial Limited Warranty (such as remote programming access or lightning protection). ESP charges are billed separately and may not be paid by credit card.

**In-House Equipment Leases.** In an In-House Lease HPI provides the system parts (and HPI retains ownership) and maintains the system thru the term of the lease under the ESP terms. Customer will pay for the initial non-recoverable installation labor & cabling and the RMS fee. If this purchase is designated as an "In-house Lease" it will be governed by these additional terms. HPI, hereinafter in this section called the "LESSOR", and Customer hereinafter in this section called the "LESSEE" it is mutually agreed as follows:

For the consideration set forth in the order, the lessor agrees to install and maintain (under the ESP terms above) or cause to be installed and maintained, on the premises of the lessee located as listed in this order/agreement the equipment, as described in the order and to maintain the same in good working order during the term of this Agreement with the understanding that all apparatus and equipment shall at all times remain solely the property of lessor. For the installation of said equipment, lessee agrees to pay the lessor the sum agreed to in the order upon signing of this agreement and further, lessee agrees to pay the lessor the RMS monthly sum agreed to in the order, payable in advance for maintenance and service for a term of sixty (60) months commencing, upon completion of this installation. Lessee agrees to pay any applicable federal, state or local taxes as well as any applicable permit fees. Lessee agrees to furnish any necessary electric current at lessee's own expense. Telephone company time charges are excluded. Any future increases in such taxes, telephone line charges or other assessments including false alarm assessments are to be borne by the lessee. Upon expiration of said term of this agreement shall automatically be renewed for a like term under the same terms and conditions and each succeeding term thereafter, unless either party hereby by registered mail, certified mail or email (with acknowledgements from both parties), to the other give notice of his intention not to renew such agreement at least sixty (30) days prior to the expiration date of this Agreement. Lessee agrees that no person or persons, other than lessor's authorized agents, be permitted to alter, remove, or tamper with equipment of such system, without the written permission of lessor, and lessee shall be liable for loss or damage to the equipment and agrees to return to lessor upon termination of this agreement, whether by expiration of the term, or otherwise, in the same condition as it was upon installation, less ordinary wear and tear, lessee agrees not to remove the equipment from its present location, nor to sell or attempt to sell or encumber any or said equipment.

**Managed System Services.** Customer responsibilities such as regular checking of the video recorder and cameras, doing video event searches and take-offs, access control card distribution and programming etc. can be subcontracted to HPI for a RMS fee provided the services provided are clearly outlined in the order and Customer extends all protections contained herein to HPI along with any protections that Customer would provide to an employee given the same responsibilities. Parts and Labor for repairs are additional costs to customer as outlined herein under Service & Repairs and/or ESP.

**Online or over the counter purchases (OTC).** HPI is primarily an installing company but from time to time will sell parts to Customers for Customer to install or use themselves. In such cases these terms & conditions will apply and HPI assumes no responsibility for the installation, application or functionality of the product except as specifically stated in writing in this Agreement.

### General Terms & Conditions

1. **Insurance.** Customer understands that HPI IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer thinks is necessary, including coverage for personal injury and property damage. The payments Customer makes under this Agreement are not related to the value of the Premises or Customer's possessions, but rather are based on the cost of the System and HPI's services.

Customer releases HPI from any liability for any event or condition covered by Customer's insurance.

Customer understands that the System is designed to reduce, but not eliminate, certain risks. HPI does not guaranty that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. HPI assumes no liability for those risks.

2. **LIMITATION OF HPI'S LIABILITY.** IF HPI IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, HPI'S MAXIMUM LIABILITY WILL BE \$500. HPI WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND HPI. IF HPI DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

## HPI Terms & Conditions

HPI EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE THAT MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING TELEPHONE LINE-CUT PROTECTION.

3. **HPI's Privacy Policy.** This section applies to all HPI written correspondences, paper or online, interaction with our clients or prospective clients including but not limited to our website, quoting & ordering online services (i.e. QuoteValet), email, Order Agreements, Service Tickets, etc. The term "HPI services" when used herein refers to all HPI written correspondences.

As a security company, HPI is committed to protecting your privacy. Any information we collect is stored in files and on servers owned or controlled by HPI which are held in physically secure locations and are protected by firewall and password based security measures. The policy below outlines what information we collect, why we collect it, and how we use that information.

**Basic information we collect and what we do with it.** In the course of providing or attempting to provide services to you, HPI may collect basic personal information that can be used to identify you ("personal information"), including, but not limited to, your name, service address, billing address, telephone numbers, email address, billing information including your bank account or credit card number, social security number, credit score, correspondence and communications records, and the specific products and services you have purchased from HPI. We use this personal information to provide you with information about your account, personalize your use of HPI Services or other requested services. However, we do not share your personal information with third parties except as allowed or required by applicable law, including, without limitation, making disclosures (i) that are necessary or advisable to protect the rights, safety and property of HPI or others, (ii) that are necessary or advisable to conform to legal or regulatory requirements, (iii) to third parties in connection with the performance of services, (iv) to credit bureaus in connection with determining credit scores, (v) to collection agencies to collect past due debts to HPI, and (vi) as requested by law enforcement or other emergency agencies.

HPI may also collect aggregate data and information that cannot be used to identify you ("non-personal information"), such as website activity logs, statistics on particular services purchased by customers, the number of alarm signals received, average customer tenure, customer demographics, and the like. We do this in order to spot general patterns of use on our website, and to better understand our customer interests and activities to help us improve the design of our website or service offerings. However, none of the information collected can be used to identify you.

**Children.** Customer and Customer authorized users of HPI's website, Systems and services represent they are of legal age to create binding and financial obligations for any liability that may incur as a result of their use of HPI Services. HPI Services are not directed to children under the age of 13, and HPI will never request personally identifiable information from anyone whom it knows to be under the age of 13 without verifiable parental or guardian consent. HPI does not knowingly collect, or wish to obtain, personally identifiable information from children. If HPI becomes aware that a user is under the age of 13 and has provided personally identifiable information without prior verifiable parental or guardian consent, it will remove user's personally identifiable information from its files.

**Security of online transactions and orders.** In order to ensure the security of your personal information during online transactions and orders, HPI has policies and procedures in place to protect your personal information from loss, misuse or alteration. If you place a request or order through the HPI website, we will prompt you for address and contact details that will allow us to accurately fulfill and invoice you for the items you request or order. If we ask you for particularly sensitive data, such as credit card information for payment, then this is passed over a Secure Socket Layer (SSL) protocol with a 128-bit encryption key. SSL is an encoding algorithm that encrypts information passed between your computer and HPI in an effort to prevent unauthorized access of your personal information. Further, we provide a third party certificate which can be used to verify the credentials of the HPI server you are supplying the details to. In the case of credit card information, this is stored on a server separate from other customer's information and is destroyed after any payment has associated with an order has been processed. In particular, this information is not stored with your user profile and is not accessible via this mechanism. In addition, our personnel who have access to your data have been trained to maintain the confidentiality of your personal information.

**Username and password security.** Some areas of the HPI website are accessible only by secure login. For example, in order to access your account information, you may be asked to login to your account by entering your username (email) and password. You are solely responsible for all activities that occur in connection with your login, thus HPI recommends that you take steps to protect the confidentiality of your username and password. If you become aware of any disclosure, loss, theft or unauthorized use of your username or password, please notify HPI immediately.

**Use of cookies.** Cookies are pieces of data that are stored by your browser on your computer's hard disk. The HPI website needs to use cookies in order to remember your preferences and to function properly, but the cookies we set up do not contain any information that can identify you.

**Email communications.** If you provide your email address to us, you consent to our use of your email address to notify you of information that may affect your account, or to provide you with the information you have specifically requested or be helpful to you and augment the products and services you have already purchased or inquired about from HPI. If you send us an email message, you also consent to our use of your email address to answer the message we received from you. Your email address will not be sold to or shared with others not directly associated with HPI in providing your services. Your email address will not be used for any purpose other than those listed in this policy.

**Disclosure of information to third parties.** HPI respects your right not to be contacted unless you want to. Thus, we do not sell, trade, give, or rent information that can identify you personally to any third party. However, HPI does use third parties in order to fulfill certain functions on your behalf. For example, in order to ship a package to you, we have to tell the shipping company your name and address and possibly phone/fax number. In these cases, we only disclose the information necessary to perform that specific function.

**Your consent.** By using the HPI website, you are consenting to us collecting and using the information as stated above.

The HPI privacy policy may be modified from time to time and any future modifications will be posted immediately so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

If you have any questions or concerns regarding the HPI privacy policy, please contact the HPI webmaster at [WEBMASTER@HPISECURITY.COM](mailto:WEBMASTER@HPISECURITY.COM)

4. **Limited Warranty.** (a) **Online or over the counter purchases (OTC)** have only the Manufacturer's Warranty and must be returned by Customer (See Return Policy below). Manufacturer's Warranties are typically 12 months but can be as little as 90 days or as much as 5 years on certain parts or components. See the Manufacturer's Website or written warranty that came with the product purchased. (b) **System Installs.** The labor on a new System that was installed by HPI is warranted for 12 months on our installation work. Labor on replacement of defective parts still covered under Manufacturer's Warranty is only 90 days for onsite replacement or repair unless the Extended Service Agreement (ESA) is purchased (see above). After the first 90 days after a System installation is completed, parts that are still under Manufacturer's warranty will be repaired or replaced at our prevailing service rates unless covered by an ESA. HPI will repair or replace defective parts at no charge for labor to Customer and no charge for parts in accordance with manufacturer's warranty. Emergency Service is any Customer demand for onsite response in less than 24 hours or for onsite service to be performed after normal business hours (M-F 9am-5pm except Saturdays, Sundays and legal holidays); emergency service calls are chargeable for labor at overtime & weekend prevailing rates but Manufacturer's Warranties will be honored. (c) **Repairs.** Repairs made by HPI technicians onsite or over remote logon means, are Warranted for 90 days. HPI may use reconditioned parts in making repairs, but HPI warrants the replacement parts only for the remainder of the Manufacturer's warranty period.

This limited warranty does not cover batteries, nor does it apply if the System has been damaged by acts beyond HPI's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes, or acts of God (including lightning, fires, earthquakes, hurricanes, tornadoes, etc.).

Customer must notify HPI of any problem that Customer claims under HPI's limited warranty within the warranty period. HPI will repair the problem as soon as it reasonably can after it receives Customer's notice. THIS LIMITED WARRANTY IS AUTOMATICALLY TERMINATED IF THE EQUIPMENT IS SERVICED OR MONITORED BY A COMPANY OR TECHNICIAN OTHER THAN THOSE AUTHORIZED BY HPI.

(c) This limited warranty is the only warranty HPI makes, is made only if HPI installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. HPI MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HPI does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides HPI has given Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Customer. This limited warranty gives Customer specific legal rights. Customer may also have other legal rights that vary from state to state.

5. **Return policy.** You may return any part or product, either purchased as part of an installed System or shipped directly as a part purchase, for refund or exchange within 30 days of the order shipment date. (The order shipment date and order notification are provided to you by email or at the completion of installation). All returns must be accompanied with a Return Merchandise Authorization number (RMA #).

If we shipped you the wrong product, or it arrived defective or damaged, no problem. Just contact us within 30 days of the item's original shipping date to arrange for the return of your purchase. We will send a replacement, provided the returned item(s) are received back in their original packaging, along with all accessories if applicable.

If you ordered the wrong item, the part selected doesn't perform as you expected, or simply changed your mind, we will refund you for your purchase (minus the shipping cost), provided the returned item(s) are received back in their original packaging, along with all accessories if applicable, provided your purchase is in "as-new" condition, and the purchased product was not noted as a clearance, close-out or non-returnable item. When your return is received, you will be issued a refund to your credit card for the merchandise only. (Please note that you will be responsible for return shipping costs of non-defective merchandise if you use one of our pre-printed return shipping labels.) Additional restrictions may apply, please contact us for more information. Non-recoverable products or services in addition to shipping costs, such as wire and labor,

## HPI Terms & Conditions

obviously cannot be returned or refunded but HPI will make every effort to correct a System installation to your satisfaction or we will leave the infrastructure (wiring and connectors) in good enough condition for your future use. Additional labor charges may apply for exchanged parts.

**After you get your RMA number**, you will have the opportunity to have a return shipping label generated for you. If you choose not to use a label provided by us, please use the instructions given to you when you receive your RMA to package your return. Ship your package back to us at the following address:

HPI Security  
RMA: [include your RMA# here]  
340 Shore Drive East  
Oldsmar, FL 34677  
(800) 229-6693 or (813) 307-9213 Admin@HPIsecurity.com

**6. Customer's Protection of HPI.** This Agreement for products and/or services is intended only for Customer's benefit. Therefore, Customer agrees to protect/indemnify, defend and release HPI and HPI's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against HPI that relate to the System or the Services HPI provides. HPI's related parties include HPI's employees, agents and subcontractors. This protection/indemnity covers claims brought against HPI by Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability. Customer's duty to protect/indemnify HPI, however, does not apply to claims based on injuries to third parties or to their property that occurred while HPI's employees were on the Premises and which those employees caused solely and directly. In case of any third party claim or loss covered by Customer's insurance, Customer agrees not to look to HPI or HPI's related parties for reimbursement. Customer waives any rights that Customer's insurance carrier or others claiming through Customer may have against HPI or HPI's related parties.

**7. Customer's Agreements.** Customer or Customer's representative has the authority to accept and approve this Agreement on behalf of the Customer and in doing so will not violate any other agreement. Customer is not aware of any hazardous conditions on the Premises. Customer agrees to prevent false alarms and assume responsibility for them. If HPI notifies Customer of a malfunction, Customer will disconnect the System until HPI can repair it.

Customer will not tamper or interfere with the System, nor permit others to do so. Customer agrees that HPI can record and use all communications with anyone at the Premises in the normal course of HPI's business. Customer agrees that HPI can make program changes to HPI's proprietary data located in the transmitting device.

Customer agrees to maintain all 3<sup>rd</sup> party communications services need by the System(s) and will test the System & communications at least once a month, as well as when changes are made to its telephone services or System, Internet Services or the Premises. Customer will immediately notify HPI of any problems with the System. HPI will attempt to install, repair, or service the System when requested by Customer, however, any delay will not be claimed by Customer as an act of neglect on the part of HPI or as reason to void this agreement. Customer agrees to notify HPI by certified mail of any defects in the System and grant HPI 30 days in which to correct any such defects or problems. Customer will pay HPI its then-current charges for doing any work not covered by this Agreement, including paying HPI's minimum service charge if HPI cannot enter the Premises at the scheduled time. Customer's obligations continue even if Customer sells or leaves the Premises.

**8. Customer's Default.** If Customer fails to perform its obligations, HPI will give Customer written notice of default. If Customer does not fix the default within 30 days, HPI can end this Agreement. If HPI ends this Agreement, Customer must pay HPI: (a) all amounts then due; (b) 80% of the amount due HPI for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) HPI's reasonable collection costs, including attorneys' fees.

If this Agreement is ended, HPI does not have to provide any service, including monitoring, after that date. In addition, HPI can peacefully enter the Premises and remove its equipment. If HPI waives any default by Customer that does not mean HPI waives later defaults. Any waiver by HPI must be in writing.

Customer grants HPI a security interest in any property HPI installs on the Premises in order to secure payment of the purchase price or performance under the lease. Customer must return such property if it does not fully pay for it. If Customer does not return such property, HPI will ask a court to force Customer to do so. HPI has the rights of a secured party under the Uniform Commercial Code. No System will be considered on-line until all installation dollars are paid and current and HPI may, without notice and without liability, shutdown any System installed until Customer signals Customer's acceptance of the work completed by payment in full.

**9. System Charges.** Customer agrees to obtain all licenses and pay all taxes, permits, fines and other assessments, including sales taxes. HPI's fees are based upon existing taxes and charges, and HPI can increase HPI's fees to reflect changes in these taxes or charges. After the first year of this Agreement, HPI can increase HPI's fees by an annual amount up to 15% or the annual percentage increase in the Consumer Price Index, whichever is greater, in addition to any increases due to taxes or charges.

If Customer is more than 15 days late with payment, HPI can charge Customer interest up to the highest rate allowed by law. In addition, Customer agrees to pay HPI's reasonable collection costs, including rebilling fees, attorneys' fees, and a reasonable reconnect fee if HPI has disconnected the System.

**10. Transfers.** Customer cannot transfer this Agreement without HPI's consent. However, HPI can transfer this Agreement or subcontract its obligations without Customer's consent. If HPI does so, anyone to whom HPI transfers or subcontracts its obligations will have all of HPI's rights. HPI is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

**11. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing. Customer or HPI may end any portion of this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that Customer give any termination notice in a timely manner. Customer must bring any claim against HPI within 1 year after the claim arose. If Customer does not, Customer has no right to sue HPI and HPI has no liability to Customer for that claim. It is critical that Customer bring any claim in a timely manner. The provisions of this Agreement, which apply to any claim, remain in effect even after this Agreement ends. All Notices must be sent by registered mail, certified mail or email (with acknowledgements from both parties) to:

HPI Security  
340 Shore Drive East  
Oldsmar, FL 34677  
Admin@HPIsecurity.com

### **HPI AND CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

**12. Miscellaneous.** This Agreement contains the entire understanding between Customer and HPI and replaces any other documents or discussions HPI previously had with Customer. Florida law governs this Agreement. If HPI does not approve this Agreement, HPI's only obligation is to refund any payments Customer has made. Any equipment or services HPI provides to Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both Customer and HPI sign. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, HPI is only obligated to do work during HPI's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays HPI observes. All schedules and attachments are a part of this Agreement.





INTEGRATED

# access control

Protect and manage your facility with confidence





# access control



In the past, a sturdy lock was the most effective method available to control access to your facility. Today you have the capability to truly manage both exterior and interior access. With the appropriate security devices and alarm management software in place, you can take control of who goes where and when in your facility with a single integrated security solution.

As a network application, real-time changes can be made to the access rights of any individual from anywhere with an Internet connection. Rather than worry about retrieving keys from discharged employees or re-keying locks, simply delete their access privileges. You can also remotely lock and unlock any protected door.

Adding to the benefits of an access control system is the ability to review reports detailing the arrival and departure of each individual. You will know which protected areas they entered. An access control system not only provides added security, but also enhances your facility management capabilities.

## access control hardware

The main component in any access control system is the control panel. It communicates with and manages the various other devices installed throughout the facility. HPI systems include an "integrated" panel that also provides intrusion and fire alarm capabilities, all in a single unit. The primary devices in an access control system are:

**Electronic Hardware:** Each protected door needs to be equipped with an electronic lock that can be remotely controlled.

**Readers:** Card readers where users swipe their cards, or proximity devices that users pass their fobs or access cards over.

**Keypads:** Where users can enter an access code to open a door, and system managers can modify the authority level of system users, as well as perform other programming functions.

**Request-to-Exit Devices:** Motion sensors, buttons or crash bars used to bypass a door or release an electronic lock.





## software to manage your system

The hardware is only half of your access control system. HPI also provides the access and security management software required to configure, control and maintain the system. When selecting your software, we offer you several options.

**System Link™:** Remotely monitor and manage your system from any Internet-connected PC using familiar drop down menus and screen interfaces. Check system status, arm and disarm the system, add and manage users, and more.

**Entire™:** Create graphical "maps" of your facility. Each system device is displayed on the map, providing at-a-glance status review. Zoom in to any part of the facility for more detail. Click on any device to check or change its status, making access control easier and more intuitive than ever before. Multiple software versions and a variety of add-on modules let you select the features needed to build a system customized to your requirements, and ensure that you will never outgrow your system.

Advanced users can program immediate system actions, including responses to any system alarm or events, customised reports, or alert distribution via email.

This automation enables you to configure sophisticated systems, freeing system managers from many routine responsibilities.

### Managed Access and Security Control Services:

You can rely on HPI as the around-the-clock facility monitor of your Access and Security system.

Your security professional can provide 24/7/365 oversight of your facility that assures a fast, appropriate response to alarms, and quick updates to user data or system configuration. They can provide full reporting of all system activity, including information regarding all movement in and around your facility.

## an integrated security solution

Rather than having multiple systems for access control, intrusion and fire, you can create a single, total security solution. An integrated system is less costly to install, reducing your initial investment. It provides continued savings because a single system approach means less maintenance and reduced training for your staff.

The access and security management software provides the ability to incorporate all elements of your security system, including badging, CCTV camera control, and DVR management. The software consolidates all security management into a single unified solution.

HPI technology is designed with broad forward and backward compatibility. With ongoing upgrades and system enhancements, the system you buy today will continue to provide reliable service for many, many years.





## Letter from the Owner



As a former Clearwater police officer and firefighter, I witnessed the real life damages and personal toll of crime and fire. I also saw the need for better quality electronic security and fire prevention system services.

As the owner of HPI, I have found great satisfaction in the public service that we provide, protecting families and businesses. I have dedicated our team of security professionals to the task of providing our customers with the highest level of security and life safety systems for more than 30 years.

Our goal has been, and is, to provide our clients the best products and services within their price range. We provide only those exceptional products that meet our high standards of reliability and ease of use. Additionally, we believe that the best way for repeat business and referrals is to daily provide the highest level of professional integrity, exceptional workmanship, and extraordinary service.

Protecting the lives and property of our customers is a responsibility we take very seriously. By keeping HPI a small, tightly supervised, locally owned and license holder managed company, we can effectively meet the needs of our clients better than most larger companies can ever hope to.



800-229-8593  
340 Shore Drive East  
Dunedin, FL 34677  
[www.HPIsecurity.com](http://www.HPIsecurity.com)

*Chuck*

Chuck Bollwein  
President/Owner/License Holder  
(License # EF 0000020)

0130003  
06/09



# Integrated Cloud Management of your Alarm/Access/Video/HVAC Systems

Whether it's one or over 100 locations, you now have the convenience to control, view, and interact with all of your systems in real time from any web-enabled device. Through ONE secure login, this powerful web-hosted service allows for fast and easy management of all your locations, systems, and personnel.

## The Savings...

### Saves Time

- ✓ Connect to all of your locations at once
- ✓ All your systems operate from your web browser with the same look & feel
- ✓ With the same ease as sending an email, you have the control to keep your buildings secure and energy efficient

### Saves On Energy Costs

- ✓ Maximize comfort while reducing energy based upon occupancy
- ✓ Automatic setback to conserve energy when the security system is armed
- ✓ Prevent unauthorized control with the programmable thermostat lockout feature

### Saves Money by Eliminating Ongoing Support Costs

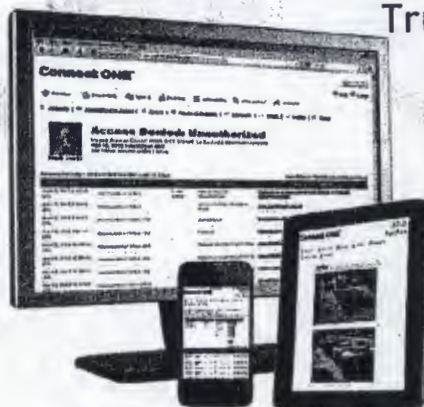
- ✓ No IT support required – utilize your IT personnel for your day-to-day production deadlines
- ✓ No software to maintain and no additional rack space required

### Unmatched Performance

- ✓ Professionally managed and maintained offsite equipment
- ✓ Regular daily backups and equipment monitoring
- ✓ Automatic feature enhancements

**Connect ONE®**  
Web Hosted Security & Energy Management

## True System Integration Security-Access-Video-HVAC



View & Control from Anywhere!



### Peace of Mind

- ✓ Network failures will not affect the operation of your systems
- ✓ No downtime or loss of data due to computer hardware / software failures or changes
- ✓ Immune to malicious Internet attacks, such as spyware and viruses
- ✓ Avoid expensive property damage with instant high / low temperature alerts

### Ultimate Flexibility

- ✓ Secure multi-user login for simultaneous viewing and control
- ✓ System features are scalable to fit any budget
- ✓ Cellular capable for remote locations without land lines
- ✓ Compatible with all popular operating systems and web browsers

Available thru:

**HPI**  
www.HPIsecurity.com  
**800-229-6693**  
License# EF0000020





## The Power... Control from anywhere!

### Monitor Activity in Real-Time

- ✓ At-A-Glance – view activity from all locations on one screen
- ✓ View activity with related user picture ID – protection against lost or shared cards

### Arm & Disarm Your Security Systems with Zone Bypass Capability

- ✓ Quickly handle alarm events without traveling to the location

### Lock & Unlock Access Doors

- ✓ Easily open and secure doors to allow entry outside normal hours

### View Live Cameras

- ✓ View multiple cameras from your locations on the same screen

### Manage User Access Codes & Permissions

- ✓ Quickly add users into Connect ONE's database by only having to enter the data once for their security and access privileges, saving you time. Most other systems require multiple entries.
- ✓ Completely customizable login permissions allow you to delegate management responsibilities to personnel or tenants by easily limiting access to unauthorized features, locations, and other users.

### Instant Notifications

- ✓ Tailored to your specific needs, event information can be sent via email or text messaging
- ✓ Create customized on-screen alerts with audio, giving instant notification for security guards or others who need to be notified about important security concerns

### Generate Reports

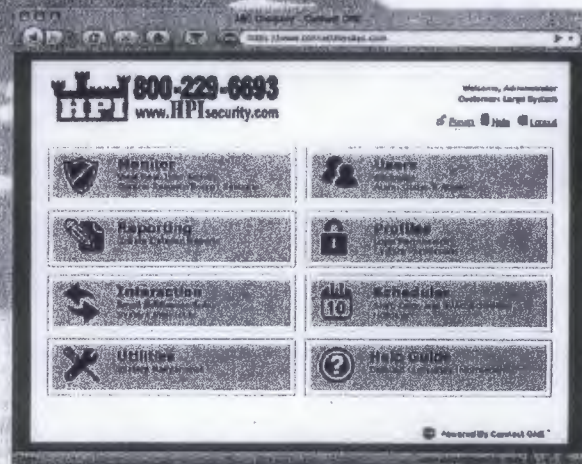
- ✓ View activity from one or more locations on a single report
- ✓ Create and save customized reports
- ✓ Reports may be printed or exported to spreadsheet software

### Automated Daily/Weekly Reports

- ✓ Receive automatic customized daily or weekly reports to your email

### Historical Temperature Data Logging

- ✓ Monitor & log critical equipment temperatures, such as freezers or coolers
- ✓ Temperature log viewed textual and graphical
- ✓ Minimize losses with high and low temperature alerts



Connect ONE® Main Menu

### View & Control Thermostats

- ✓ Monitor current heating / cooling conditions for one or more locations
- ✓ Quickly program temperature schedules for one or more thermostats on the same screen

## Maximize Energy Savings!

- ✓ Temperature settings automatically follow the security system status for maximum savings on energy costs
- ✓ Energy saving rebates may be available



## The only service to provide an immediate and continual Return On Your Investment!

Contact us to learn more about how Connect ONE® will save you time and money along with providing the information you'll need to increase productivity, improve security, and maximize energy savings!





## COMMERCIAL SECURITY SERVICES AGREEMENT

"Client":	Eastlake Oaks Community Development District		Contract Date:	May 01, 2014	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Eastlake Oaks Community Development District		Contract #:		
"Premises":	0 Shady Oaks Drive, Oldsmar, FL 34677				
"Services":	<input checked="" type="checkbox"/> Active Video Surveillance <input type="checkbox"/> Passive Video Surveillance <input checked="" type="checkbox"/> Access Control <input type="checkbox"/> Alarm Monitoring				
<b>Service Rates</b>					
<b>Installation Fee</b>	<i>Install Amount</i>	<i>7% Tax</i>	<i>Total</i>	<i>50% Deposit</i>	<i>50% Balance at Completion</i>
	\$ 12,907.45	\$ 0.00	\$ 12,907.45	\$ 6,453.73	\$ 6,453.72
<b>Monitoring / Database</b> (Payable Quarterly in Advance)	<i>Monthly Fee</i>	<i>7% Tax</i>	<i>Monitoring/Database Total</i>	<i>2 Months Deposit</i>	
	\$ 300.00	\$ EXEMPT	\$ 300.00	\$ 600.00	
<b>Service &amp; Maintenance Plan</b> (Payable Quarterly in Advance)	<i>Monthly Fee</i>	<i>7% Tax</i>	<i>Service/Maintenance Total</i>	<i>2 Months Deposit</i>	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
	\$ 118.00	\$ EXEMPT	\$ 118.00	\$ 236.00	

THIS COMMERCIAL SECURITY SERVICES AGREEMENT ("Agreement"), entered into as of the Contract Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

1. **SERVICES TO BE FURNISHED.** Envera will furnish those of the following services ("Services") which are indicated at the top of this page for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:

- Active Video Surveillance:** Envera will install cameras with advanced analytics or sensors to monitor areas on the Premises and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
- Passive Video Surveillance:** Envera will install specialized cameras to record activity on the Premises and store video footage via a digital video recorder; monitoring of video activity is not included.
- Access Control:** Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or biometric identifiers (to be specified by Client prior to installation).
- Alarm Monitoring:** Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Schedule of Services.
- Remote central station monitoring** of the motion sensors and alarm sensors shall be referred to herein as the "Monitoring Services."
- Assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with all services above ("Database Services"); and
- Installation and maintenance of, and repairs to, the Security System during the term of this Agreement ("Repair and Maintenance Services"). References in this Agreement to the "Security System" shall include the equipment as described on Exhibit "A" attached hereto.

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Schedule of Services attached hereto as Exhibit "B", which shall be completed by Client upon execution of this Agreement. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. The Services do not include provision of utilities and communication signals for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for the Services, and to provide at Client's sole expense a telephone connection, high speed internet connection and electricity for operation of the Security System. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have

no responsibility for failure of any of such transmission failures. Envera assumes no liability for delays in the installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of alarm transmission and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method utilized by the Security System.

2. **TERM.**

- Following execution of this agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which the Security System has been fully installed and communication signals have been tested by the central station.
- The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.
- After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3. **TERMINATION.**

- Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
- Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.
- Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4. **COMPENSATION.**

- The Client agrees to pay Envera the following fees, which are set forth above (collectively the "Service Rates"):
  - The Monitoring and Database Services Rates.
  - The Service & Maintenance Plan Rates.
  - The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Service or Maintenance to the Security System.
  - Client acknowledges that the Service Rates set forth above do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any.
  - The Installation Fee.
- Invoices will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect.
- Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- Client agrees to use the system properly so as to avoid causing any false alarms. Client further agrees to pay any false alarm fine, fee, penalty or other similar

## COMMERCIAL SECURITY SERVICES AGREEMENT

charge that is charged to Client, and if any such false alarm fine, fee, penalty or other similar charge is charged to Envera by any governmental agency, then Client shall promptly reimburse Envera therefore.

### 5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- (a) Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above and further described in this Agreement and Exhibits attached hereto. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, as such obligations are set forth in this Agreement.
  - (b) Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date.
  - (c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide standard maintenance and repair services without additional charge to Client. For the purposes of this agreement, "standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is "standard" or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5(d) below.
  - (d) Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered "standard" and related costs shall be the responsibility of Client at the Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or telephone service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.
  - (e) EXCEPT AS EXPRESSLY SET FORTH HEREIN, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
  - (f) It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses which may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase such insurance; that Envera offers several levels of protection and services and that the Security System and/or Services described has been chosen by Client after considering the several levels of protect on afforded by various systems and the related costs.
6. **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances.
7. **EQUIPMENT.** Ownership of the components of the Security System are set forth in Exhibit "A". If the Security System is purchased by the Client, then Envera will retain

a security interest in the equipment until the full purchase price has been paid. It is understood and agreed that upon termination Envera may remove or abandon, in whole or in part, the system if owned by Envera, without obligation to repair or redecorate any portion of the Client's premises, using reasonable care. Envera's removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. Client agrees to permit Envera reasonable access to the property to remove all equipment. Client shall maintain insurance adequate to cover the replacement costs of Envera's equipment in the custody and control of the Client.

8. **SYSTEM CHECKS.** Client agrees to perform system checks as instructed by Envera to ascertain if the Security System is properly functioning. If Client shall discover a defect in the Security System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
9. **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the digital video recorder for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.
10. **INFORMATION.** Client agrees, upon signing this Agreement, to supply Envera with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
  - (a) A list of residents and renters in the community for the purposes of managing the access control system. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.
  - (b) Contact information for the appropriate law enforcement and emergency service agencies servicing the community.
11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
  - (a) **Default by Client.** Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 13 below.
  - (b) **Default by Envera.** Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 13 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
13. **DAMAGES.**
  - (a) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
  - (b) In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a) above, Client shall pay to Envera one-hundred percent (100%) of the balance



due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees.

- (c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4(a)(i) above, or \$500, whichever is less. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.
14. **INDEMNIFICATION.** To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction of the Security System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
15. **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the Security System provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.
16. **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein. All notices to Envera should go to:
- Hidden Eyes, LLC d/b/a Envera Systems  
7280 W Palmetto Park Road, Suite 306  
Boca Raton, FL 33433
17. **LIVE GUARD SERVICES.** Client may retain the services of a third party to provide live guard monitoring of Client's Premises. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.
18. **PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's

corporation. Further, a copy of any notice required under this Agreement shall also be sent to the contact information set forth on the Schedule of Services attached hereto as Exhibit "B" and incorporated herein by reference and Client shall notify Envera of any change to such information.

19. **COMMUNITY DEVELOPMENT DISTRICT.** (Envera) (Client) (Parties shall initial this provision if it applies.) The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes. Exhibit "C" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.
20. **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
21. **MISCELLANEOUS.**
- (a) In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals.
- (b) This Agreement will be construed and enforced in accordance with Florida law.
- (c) This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- (d) If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
- (f) The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- (g) If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
- (h) Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
- (i) The parties agree that venue for any proceedings related to or arising out of this Agreement or the Services provided hereunder shall be the Court of competent jurisdiction in and for the county in which the Premises is located.
- (j) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Contract Date set forth on the first page hereof.

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	
Title / Position	
Date	

CLIENT:	
Signature	
Print Name	
Title / Position	
Date	

**EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND RELATED EQUIPMENT**

**Equipment owned by Client**

**Active Video Surveillance System for Pool Area**

Monitoring \$150.00

Maintenance \$83.00

Install \$8,336.75

1	Outdoor Camera with Built-In Analytics - 750GB, 2MP	1	Camera Wall Mount
1	12' Post	1	Outdoor Speaker / Microphone Combination
1	Infrared Illuminator	1	Audio Interface Amplifier
1	PoE Injector	1	PoE Surge Protection
1	iBoot Bar G2	1	iBoot Bar G2 Expansion
1	Equipment Rack	1	Power Supply 3.5 Amp with Cord
1	Battery Backup 1500VA	1	Router
105	Trenching & Backfilling	110	Conduit
375	Wire		Labor

**Access Control System for Pool Area**

Management \$150.00

Maintenance \$35.00

Install \$4,570.70

1	eMerge50 Network Controller	1	Card Reader (2" Read Range)
1	6' Post	1	Exit Push Button
1	Electromechanical Gate Lock	1	Magnalatch for Pool Gate
1	Power Supply 8 Channel for Access	1	Battery Backup 900VA
10	Trenching & Backfilling	20	Conduit
80	Wire		Labor
150	Card		

**Equipment owned by Envera**

**Active Video Surveillance System for Pool Area**

	None		

**Access Control System for Pool Area**

	None		

All equipment owned by Envera shall remain the sole property of Envera and any and all compensation paid pursuant to this Agreement is solely for the use, and not ownership, thereof. It is understood and agreed that upon termination, Envera may remove its property using reasonable care, without obligation to repair or redecorate any portion of the Client's property or Envera may abandon, in whole or in part, such property. Envera's removal of its property shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. The Client agrees to permit Envera reasonable access to the property to remove all equipment.





## COMMERCIAL SECURITY SERVICES AGREEMENT

### EXHIBIT "B" - SCHEDULE OF SERVICES

<b>Customer Information:</b>				<b>Contract #:</b>		<input checked="" type="checkbox"/> New <input type="checkbox"/> Update						
Client Name: Eastlake Oaks Community Development District				CSID #:								
Bill Company: Eastlake Oaks Community Development District				Account #:								
Bill Address: c/o Severn Trent Management Services, 2634 Cypress Ridge Boulevard, Suite 102, Wesley Chapel, FL 33544												
Bill Phone #:				Email:								
Service:		<input checked="" type="checkbox"/> Active Video Monitoring <input type="checkbox"/> Passive Video Monitoring		<input checked="" type="checkbox"/> Access Control		<input type="checkbox"/> Burglar Alarm						
<b>Emergency Contact List / Email Notifications (List in Order):</b>												
Name:		Phone #:		Email:								
Name:		Phone #:		Email:								
Name:		Phone #:		Email:								
<b>Emergency Response Information:</b>												
Responding Agency:				Global Password:								
Nearest Cross Street:				Duress Code:								
<b>Arm/Disarm Times: (applicable only on Active Video Monitoring or Access Control)</b>												
<b>Location:</b>		<b>POOL AREA</b>		<b>Location:</b>		<b>POOL AREA</b>						
		<input type="checkbox"/> Use Dusk to Dawn Schedule Below				<input type="checkbox"/> Use Dusk to Dawn Schedule Below						
		<b>Arm Time</b>				<b>Disarm Time</b>						
Sunday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Sunday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
Monday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Monday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
Tuesday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Tuesday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
Wednesday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Wednesday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
Thursday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Thursday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
Friday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Friday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
Saturday		<input type="checkbox"/> AM <input type="checkbox"/> PM		Saturday		<input type="checkbox"/> AM <input type="checkbox"/> PM						
<b>Dusk to Dawn Schedule</b>												
MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Arm	7:00pm	7:30pm	7:45pm	8:45pm	9:00pm	9:15pm	9:30pm	9:15pm	8:30pm	8:00pm	7:45pm	6:45pm
Disarm	7:00 am	6:45am	6:15am	7:15am	6:45am	6:15am	6:00am	6:30am	6:45am	7:00am	7:15am	6:15am
<b>Special Instructions:</b>												

Please submit updated Schedule of Services to [updates@enverasystems.com](mailto:updates@enverasystems.com). All updates will be processed within 2 business days.

<b>FOR INTERNAL USE:</b>		<b>Sales Rep:</b> Bill Ford		<b>Received:</b>		<b>Entered:</b>	
IP Address Provider:				Phone #:			
Router User Name:				Router Password:			

**EXHIBIT "C" - COMMUNITY DEVELOPMENT DISTRICT ADDENDUM**

1. Given the nature of a Community Development District, the parties acknowledge that the roads within the Community are dedicated for public use and as such, Envera may not restrict or limit public use or access to them.
2. The parties acknowledge and agree that Client is a community development district, established pursuant to Chapter 190, Florida Statutes, and as such the ability of Client to indemnify, defend and hold harmless Envera is limited. To the extent the terms of this Agreement are in conflict with the statutes and law regarding indemnification by community development districts, the scope of such provisions shall be deemed revised to provide the maximum amount of indemnification from Client permitted by such law. Further, the Parties expressly acknowledge that Florida law provides that Client may not indemnify a private party for damages, acts, or losses caused by the negligent acts or omissions of Envera, its officers, employees, agents, and subcontractors.
3. Envera agrees and understands that Chapter 119, Florida Statutes, may be applicable to the reports, recordings, tapes, computer files, and other documents and records, prepared, generated, or created in connection with the work and services provided to the District by Envera. Envera shall allow reasonable access to such documents to the extent required by Chapter 119, Florida Statutes; provided, however, that Envera shall not be required to allow access to its internal documentation, trade secrets, or other proprietary information unless so ordered by a court of law. Client acknowledges that it may incur additional charges for the maintenance of extended back up data storage or Envera's reasonable time and materials costs incurred in connection with responding to public records requests.
4. Client is subject to the protections afforded under §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.



## Addendum to Commercial Security Services Agreement

"Client":	Eastlake Oaks Community Development District	Contract Date:	May 1, 2014	CDD: <input checked="" type="checkbox"/> Yes
"Community":	Eastlake Oaks Community Development District	Contract #:		<input type="checkbox"/> No
"Premises":	0 Shady Oaks Drive, Oldsmar, FL 34677			

This Addendum is made to that certain Envera Commercial Security Services Agreement ("Agreement") for the "Premises" listed above, dated May 1, 2014, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Company"), and Eastlake Oaks Community Development District ("Client"). The Parties hereby agree as follows:

1. Paragraph 13(b) of the Agreement is hereby deleted, and the following language is included in its place:

"In the event (i) Client exercises its right to Early Termination, or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a), Client shall pay to Envera 50% of the balance due for Services for the remainder of the Primary Period or current Renewal Period, in addition to amounts for services rendered through the date of termination (the "Liquidated Damages").

Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees."

2. Paragraph 14 of the Agreement shall be deleted and the following language included in its place:

"To the extent authorized by law, but only to the extent of the limitations on liability set forth in Section 768.28, Florida Statutes, and without waiving the same, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction of the Security System or for a claim of loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees."

3. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
4. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

<b>HIDDEN EYES, LLC d/b/a Envera Systems:</b>		<b>CLIENT: Eastlake Oaks Community Development District</b>	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	



## Addendum to Commercial Security Services Agreement

"Client":	Eastlake Oaks Community Development District	Contract Date:	May 1, 2014	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Eastlake Oaks Community Development District	Contract #:		
"Premises":	0 Shady Oaks Drive, Oldsmar, FL 34677			

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"To the extent authorized by law, but only to the extent of the limitations on liability set forth in Section 768.28, Florida Statutes, and without waiving the same, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction of the Security System or for a claim of loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees."

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IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Eastlake Oaks Community Development District	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	

Community Name: Eastlake Oaks CDD

Site Address: 210 n University Drive # 702 Coral Springs Fl

Contact Person: Andy Mendenhall County: Pinellas

Phone: 813.991.1116 ext 102 Email: andy.mendenhall@stservices.com

New Construction: ☐ Yes ☒ No Power Available: ☒ Yes ☐ No

Knox Box Required: ☐ Yes ☒ No Internet Existing: ☒ Yes ☐ No

SOS: ☐ Yes ☒ No Provider: Brighthouse

Location of Head End Equipment:  
pool equipment room

**System Functionality:**

Active Video: record video 24 hours a day in and around pool and deck including under cabana. At night to voice down to unwanted visitors to leave premises  
Access: control access to pool through reader and gate holding hardware

**Expected Camera Views(Areas Expected to Protect) / Doors & Gates Covered for Access Control:**

pool, deck, under cabana  
pool gate access

**Takeover Equipment to be Integrated or Removed (include model #'s if possible):**

n/a

**Miscellaneous not already mentioned:**

**Client Expectations Not Addressed Above (to be filled out by Client):**

**Customer Acceptance**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



# DEPOSIT INVOICE

Hidden Eyes LLC dba Envera Systems  
 7280 W Palmetto Park Rd, Suite 306  
 Boca Raton, FL 33433  
 Phone 561.910.5826 Fax 561.910.5869  
 info@enverasystems.com

QUOTE #: 904  
 DATE: MAY 1, 2014

TO	SALESPERSON	PAYMENT TERMS
Eastlake Oaks Community Development District Severn Trent Management Services 2634 Cypress Ridge Boulevard, Suite 102 Wesley Chapel, FL 33544	Bill Ford	Due on Receipt

DEPOSIT QTY	DESCRIPTION	ITEM PRICE	DEPOSIT DUE
50%	Installation of Systems	12,907.45	6,453.73
2 /Months	Monitoring/Database Services	300.00	600.00
2 /Months	Repair/Maintenance Services	118.00	236.00
SUBTOTAL			7,289.73
SALES TAX			EXEMPT
TOTAL			7,289.73

Make all checks payable to Envera Systems  
**THANK YOU FOR YOUR BUSINESS!**



**Prepared by and return to:**

Envera Systems  
7280 W Palmetto Park Road, Suite 306  
Boca Raton, FL 33433

Permit No: \_\_\_\_\_

PIN No: 15-28-16-23989-000-0001

## NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, *Florida Statutes*, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** EASTLAKE OAKS PHASE 1 TRACT A
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** Installation of low voltage security camera system
3. **OWNER INFORMATION:**
  - a. Name and address: EASTLAKE OAKS COMM DEV DIST C/O MOYER, GARY L 10300 NW 11TH MANOR CORAL SPRINGS FL 33071-6530
  - b. Interest in property: Fee Simple
  - c. Name and address of fee simple titleholder (if different than Owner): \_\_\_\_\_
4. **CONTRACTOR INFORMATION:** Hidden Eyes, LLC d/b/a Envera Systems, 8132 Blaikie Court, Sarasota, FL 34240, 561-910-5826
5. **SURETY INFORMATION:**
  - a. Name and address: N/A
  - b. Phone number: \_\_\_\_\_ Amount of bond: \$ \_\_\_\_\_
6. **LENDER INFORMATION:**
  - a. Name and address: \_\_\_\_\_
  - b. Phone number: \_\_\_\_\_
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, *Florida Statutes*:
  - a. Name and address: \_\_\_\_\_
  - b. Phone number: \_\_\_\_\_
8. In addition to himself or herself to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), *Florida Statutes*, Owner designates:
  - a. Name and address: \_\_\_\_\_
  - b. Phone number: \_\_\_\_\_
9. Expiration date of this Notice of Commencement (expiration date is one(1) year from date of recording unless specified): \_\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

\_\_\_\_\_  
Signature of Owner or Lessee, or Owner's or Lessee's  
Authorized Officer/Director/Partner/Manager

\_\_\_\_\_  
Print Signatory's Name and Title/Office Name

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

as \_\_\_\_\_ for \_\_\_\_\_ and is personally known ☐ OR Produced Identification ☐ \_\_\_\_\_


\_\_\_\_\_  
Signature – Notary Public

**Verification pursuant to Section 92.525, Florida Statutes.**

**Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.**

\_\_\_\_\_  
Signature of Natural Person Signing Above







## Action Items Database

Title	FDOT wants to put gate in			
Assigned To	Andrew Mendenhall	<a href="#">Add</a> 	Status	Active
Type	(2) Normal	<a href="#">Add</a>	District	Eastlake Oaks
Opened Date	02-Jul-14		Issue ID	2539
Meeting Date			Opened By	Andrew Mendenhall

Good, just need access

Wants gate on area

### Tasks

-  Create New Issue
-  Delete Current Issue
-  Browse All Issues
-  Search Issues
-  View Charts
-  View Reports

### Setup

-  Edit Contacts
-  Edit Status
-  Edit Categories
-  Edit Priorities
-  Edit Reports



## Addendum to Commercial Security Services Agreement

"Client":	Eastlake Oaks Community Development District	Contract Date:	May 1, 2014	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Eastlake Oaks Community Development District	Contract #:		
"Premises":	0 Shady Oaks Drive, Oldsmar, FL 34677			

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3. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Eastlake Oaks Community Development District	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	

Community Name: Eastlake Oaks CDD

Site Address: 210 n University Drive # 702 Coral Springs Fl

Contact Person: Andy Mendenhall County: Pinellas

Phone: 813.991.1116 ext 102 Email: andy.mendenhall@stservices.com

New Construction: ☐ Yes ☒ No Power Available: ☒ Yes ☐ No

Knox Box Required: ☐ Yes ☒ No Internet Existing: ☒ Yes ☐ No

SOS: ☐ Yes ☒ No Provider: Brighthouse

**Location of Head End Equipment:**

pool equipment room

**System Functionality:**

Active Video: record video 24 hours a day in and around pool and deck including under cabana. At night to voice down to unwanted visitors to leave premises

Access: control access to pool through reader and gate holding hardware

**Expected Cameras Views(Areas Expected to Protect) / Doors & Gates Covered for Access Control:**

pool, deck, under cabana

pool gate access

**Takeover Equipment to be Integrated or Removed (include model #'s if possible):**

n/a

**Miscellaneous not already mentioned:****Client Expectations Not Addressed Above (to be filled out by Client):****Customer Acceptance**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Prepared by and return to:**

Envera Systems  
7280 W Palmetto Park Road, Suite 306  
Boca Raton, FL 33433  
Permit No: \_\_\_\_\_  
PIN No: 15-28-16-23989-000-0001

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3. **OWNER INFORMATION:**
  - a. Name and address: EASTLAKE OAKS COMM DEV DIST C/O MOYER, GARY L 10300 NW 11TH MANOR CORAL SPRINGS FL 33071-6530
  - b. Interest in property: Fee Simple
  - c. Name and address of fee simple titleholder (if different than Owner): \_\_\_\_\_
4. **CONTRACTOR INFORMATION:** Hidden Eyes, LLC d/b/a Envera Systems, 8132 Blaikie Court, Sarasota, FL 34240, 561-910-5826
5. **SURETY INFORMATION:**
  - a. Name and address: N/A
  - b. Phone number: \_\_\_\_\_ Amount of bond: \$ \_\_\_\_\_
6. **LENDER INFORMATION:**
  - a. Name and address: \_\_\_\_\_
  - b. Phone number: \_\_\_\_\_
7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, *Florida Statutes*:**
  - a. Name and address: \_\_\_\_\_
  - b. Phone number: \_\_\_\_\_
8. **In addition to himself or herself to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), *Florida Statutes*, Owner designates:**
  - a. Name and address: \_\_\_\_\_
  - b. Phone number: \_\_\_\_\_
9. **Expiration date of this Notice of Commencement (expiration date is one(1) year from date of recording unless specified):** \_\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

\_\_\_\_\_  
Signature of Owner or Lessee, or Owner's or Lessee's  
Authorized Officer/Director/Partner/Manager

\_\_\_\_\_  
Print Signatory's Name and Title/Office Name

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

as \_\_\_\_\_ for \_\_\_\_\_ and is personally known ☐ OR Produced Identification ☐

\_\_\_\_\_  
Signature – Notary Public

**Verification pursuant to Section 92.525, *Florida Statutes*.**

**Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.**

\_\_\_\_\_  
Signature of Natural Person Signing Above

## COMMERCIAL SECURITY SERVICES AGREEMENT

"Client":	Eastlake Oaks Community Development District	Contract Date:	May 01, 2014	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
"Community":	Eastlake Oaks Community Development District	Contract #:			
"Premises":	0 Shady Oaks Drive, Oldsmar, FL 34677				
"Services":	<input checked="" type="checkbox"/> Active Video Surveillance <input type="checkbox"/> Passive Video Surveillance <input checked="" type="checkbox"/> Access Control <input type="checkbox"/> Alarm Monitoring				
<b>Service Rates</b>					
<b>Installation Fee</b>	<i>Install Amount</i>	<i>7% Tax</i>	<i>Total</i>	<i>50% Deposit</i>	<i>50% Balance at Completion</i>
	\$ 12,907.45	\$ 0.00	\$ 12,907.45	\$ 6,453.73	\$ 6,453.72
<b>Monitoring / Database</b> <i>(Payable Quarterly in Advance)</i>	<i>Monthly Fee</i>	<i>7% Tax</i>	<i>Monitoring/Database Total</i>	<i>2 Months Deposit</i>	
	\$ 300.00	\$ EXEMPT	\$ 300.00	\$ 600.00	
<b>Service &amp; Maintenance Plan</b> <i>(Payable Quarterly in Advance)</i>	<i>Monthly Fee</i>	<i>7% Tax</i>	<i>Service/Maintenance Total</i>	<i>2 Months Deposit</i>	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
	\$ 118.00	\$ EXEMPT	\$ 118.00	\$ 236.00	

THIS COMMERCIAL SECURITY SERVICES AGREEMENT ("Agreement"), entered into as of the Contract Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- SERVICES TO BE FURNISHED. Envera will furnish those of the following services ("Services") which are indicated at the top of this page for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:
  - Active Video Surveillance:** Envera will install cameras with advanced analytics or sensors to monitor areas on the Premises and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
  - Passive Video Surveillance:** Envera will install specialized cameras to record activity on the Premises and store video footage via a digital video recorder; monitoring of video activity is not included.
  - Access Control:** Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or biometric identifiers (to be specified by Client prior to installation)
  - Alarm Monitoring:** Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Schedule of Services.
  - Remote central station monitoring of the motion sensors and alarm sensors shall be referred to herein as the "Monitoring Services."
  - Assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with all services above ("Database Services"); and
  - Installation and maintenance of, and repairs to, the Security System during the term of this Agreement ("Repair and Maintenance Services"). References in this Agreement to the "Security System" shall include the equipment as described on Exhibit "A" attached hereto.

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Schedule of Services attached hereto as Exhibit "B", which shall be completed by Client upon execution of this Agreement. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. The Services do not include provision of utilities and communication signals for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for the Services, and to provide at Client's sole expense a telephone connection, high speed internet connection and electricity for operation of the Security System. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have

no responsibility for failure of any of such transmission failures. Envera assumes no liability for delays in the installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of alarm transmission and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method utilized by the Security System.

### TERM.

- Following execution of this agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which the Security System has been fully installed and communication signals have been tested by the central station.
- The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.
- After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

### 3. TERMINATION.

- Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
- Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.
- Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

### 4. COMPENSATION.

- The Client agrees to pay Envera the following fees, which are set forth above (collectively the "Service Rates"):
  - The Monitoring and Database Services Rates.
  - The Service & Maintenance Plan Rates.
  - The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Service or Maintenance to the Security System
  - Client acknowledges that the Service Rates set forth above do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any.
  - The Installation Fee.
- Invoices will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect.
- Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- Client agrees to use the system properly so as to avoid causing any false alarms. Client further agrees to pay any false alarm fine, fee, penalty or other similar



## COMMERCIAL SECURITY SERVICES AGREEMENT

charge that is charged to Client, and if any such false alarm fine, fee, penalty or other similar charge is charged to Envera by any governmental agency, then Client shall promptly reimburse Envera therefore.

### 5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- (a) Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above and further described in this Agreement and Exhibits attached hereto. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, as such obligations are set forth in this Agreement.
  - (b) Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date.
  - (c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide standard maintenance and repair services without additional charge to Client. For the purposes of this agreement, "standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is "standard" or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5(d) below.
  - (d) Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered "standard" and related costs shall be the responsibility of Client at the Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or telephone service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.
  - (e) EXCEPT AS EXPRESSLY SET FORTH HEREIN, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
  - (f) It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses which may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase such insurance; that Envera offers several levels of protection and services and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
6. **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances.
7. **EQUIPMENT.** Ownership of the components of the Security System are set forth in Exhibit "A". If the Security System is purchased by the Client, then Envera will retain

a security interest in the equipment until the full purchase price has been paid. It is understood and agreed that upon termination Envera may remove or abandon, in whole or in part, the system if owned by Envera, without obligation to repair or redecorate any portion of the Client's premises, using reasonable care. Envera's removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. Client agrees to permit Envera reasonable access to the property to remove all equipment. Client shall maintain insurance adequate to cover the replacement costs of Envera's equipment in the custody and control of the Client.

8. **SYSTEM CHECKS.** Client agrees to perform system checks as instructed by Envera to ascertain if the Security System is properly functioning. If Client shall discover a defect in the Security System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
9. **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the digital video recorder for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.
10. **INFORMATION.** Client agrees, upon signing this Agreement, to supply Envera with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
  - (a) A list of residents and renters in the community for the purposes of managing the access control system. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.
  - (b) Contact information for the appropriate law enforcement and emergency service agencies servicing the community.
11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
  - (a) **Default by Client.** Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 13 below.
  - (b) **Default by Envera.** Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 13 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
13. **DAMAGES.**
  - (a) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
  - (b) In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a) above, Client shall pay to Envera one-hundred percent (100%) of the balance

due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees.

(c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4(a)(i) above, or \$500, whichever is less. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.

14. **INDEMNIFICATION.** To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction of the Security System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.

15. **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the Security System provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.

16. **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein. All notices to Envera should go to:

Hidden Eyes, LLC d/b/a Envera Systems  
7280 W Palmetto Park Road, Suite 306  
Boca Raton, FL 33433

17. **LIVE GUARD SERVICES.** Client may retain the services of a third party to provide live guard monitoring of Client's Premises. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.

18. \_\_\_\_\_ (Envera) \_\_\_\_\_ (Client) *(Parties shall initial this provision if it applies.)*  
**PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's

corporation. Further, a copy of any notice required under this Agreement shall also be sent to the contact information set forth on the Schedule of Services attached hereto as Exhibit "B" and incorporated herein by reference and Client shall notify Envera of any change to such information.

19. \_\_\_\_\_ (Envera) \_\_\_\_\_ (Client) *(Parties shall initial this provision if it applies.)*  
**COMMUNITY DEVELOPMENT DISTRICT.** The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes Exhibit "C" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.

20. **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.

21. **MISCELLANEOUS.**

(a) In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals.

(b) This Agreement will be construed and enforced in accordance with Florida law.

(c) This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.

(d) If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

(f) The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.

(g) If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.

(h) Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.

(i) The parties agree that venue for any proceedings related to or arising out of this Agreement or the Services provided hereunder shall be the Court of competent jurisdiction in and for the county in which the Premises is located.

(j) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Contract Date set forth on the first page hereof.

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	
Title / Position	
Date	

CLIENT:	
Signature	
Print Name	
Title / Position	
Date	

**EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND RELATED EQUIPMENT**

**Equipment owned by Client**

**Active Video Surveillance System for Pool Area**

Monitoring \$150.00

Maintenance \$83.00

Install \$8,336.75

1	Outdoor Camera with Built-In Analytics - 750GB, 2MP	1	Camera Wall Mount
1	12' Post	1	Outdoor Speaker / Microphone Combination
1	Infrared Illuminator	1	Audio Interface Amplifier
1	PoE Injector	1	PoE Surge Protection
1	iBoot Bar G2	1	iBoot Bar G2 Expansion
1	Equipment Rack	1	Power Supply 3.5 Amp with Cord
1	Battery Backup 1500VA	1	Router
105	Trenching & Backfilling	110	Conduit
375	Wire		Labor

**Access Control System for Pool Area**

Management \$150.00

Maintenance \$35.00

Install \$4,570.70

1	eMerge50 Network Controller	1	Card Reader (2" Read Range)
1	6' Post	1	Exit Push Button
1	Electromechanical Gate Lock	1	Magnalatch for Pool Gate
1	Power Supply 8 Channel for Access	1	Battery Backup 900VA
10	Trenching & Backfilling	20	Conduit
80	Wire		Labor
150	Card		

**Equipment owned by Envera**

**Active Video Surveillance System for Pool Area**

	None		

**Access Control System for Pool Area**

	None		

All equipment owned by Envera shall remain the sole property of Envera and any and all compensation paid pursuant to this Agreement is solely for the use, and not ownership, thereof. It is understood and agreed that upon termination, Envera may remove its property using reasonable care, without obligation to repair or redecorate any portion of the Client's property or Envera may abandon, in whole or in part, such property. Envera's removal of its property shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. The Client agrees to permit Envera reasonable access to the property to remove all equipment.



## COMMERCIAL SECURITY SERVICES AGREEMENT

### EXHIBIT "B" - SCHEDULE OF SERVICES

<b>Customer Information:</b>				<b>Contract #:</b>		<input checked="" type="checkbox"/> New <input type="checkbox"/> Update								
Client Name:		Eastlake Oaks Community Development District				CSID #:								
Bill Company:		Eastlake Oaks Community Development District				Account #:								
Bill Address: c/o Severn Trent Management Services, 2634 Cypress Ridge Boulevard, Suite 102, Wesley Chapel, FL 33544														
Bill Phone #:		Email:												
Service:		<input checked="" type="checkbox"/> Active Video Monitoring		<input type="checkbox"/> Passive Video Monitoring		<input checked="" type="checkbox"/> Access Control								
						<input type="checkbox"/> Burglar Alarm								
<b>Emergency Contact List / Email Notifications (List in Order):</b>														
Name:		Phone #:		Email:										
Name:		Phone #:		Email:										
Name:		Phone #:		Email:										
<b>Emergency Response Information:</b>														
Responding Agency:				Global Password:										
Nearest Cross Street:				Duress Code:										
<b>Arm/Disarm Times: (applicable only on Active Video Monitoring or Access Control)</b>														
<b>Location:</b>		<b>POOL AREA</b>		<b>Location:</b>		<b>POOL AREA</b>								
		<input type="checkbox"/> Use Dusk to Dawn Schedule Below				<input type="checkbox"/> Use Dusk to Dawn Schedule Below								
	<b>Arm Time</b>	<b>Disarm Time</b>		<b>Arm Time</b>	<b>Disarm Time</b>									
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM									
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<b>Dusk to Dawn Schedule</b>														
MONTH	JAN	FEB	MAR	DST Beg	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DST End	DEC
Arm	7:00pm	7:30pm	7:45pm	8:45pm	9:00pm	9:15pm	9:30pm	9:30pm	9:15pm	8:30pm	8:00pm	7:45pm	6:45pm	6:45pm
Disarm	7:00 am	6:45am	6:15am	7:15am	6:45am	6:15am	6:00am	6:15am	6:30am	6:45am	7:00am	7:15am	6:15am	6:45am
<b>Special Instructions:</b>														

Please submit updated Schedule of Services to [updates@enverasystems.com](mailto:updates@enverasystems.com). All updates will be processed within 2 business days.

<b>FOR INTERNAL USE:</b>		Sales Rep: Bill Ford		Received:		Entered:	
IP Address Provider:				Phone #:			
Router User Name:				Router Password:			

EXHIBIT "C" – COMMUNITY DEVELOPMENT DISTRICT ADDENDUM

1. Given the nature of a Community Development District, the parties acknowledge that the roads within the Community are dedicated for public use and as such, Envera may not restrict or limit public use or access to them.
2. The parties acknowledge and agree that Client is a community development district, established pursuant to Chapter 190, Florida Statutes, and as such the ability of Client to indemnify, defend and hold harmless Envera is limited. To the extent the terms of this Agreement are in conflict with the statutes and law regarding indemnification by community development districts, the scope of such provisions shall be deemed revised to provide the maximum amount of indemnification from Client permitted by such law. Further, the Parties expressly acknowledge that Florida law provides that Client may not indemnify a private party for damages, acts, or losses caused by the negligent acts or omissions of Envera, its officers, employees, agents, and subcontractors.
3. Envera agrees and understands that Chapter 119, Florida Statutes, may be applicable to the reports, recordings, tapes, computer files, and other documents and records, prepared, generated, or created in connection with the work and services provided to the District by Envera. Envera shall allow reasonable access to such documents to the extent required by Chapter 119, Florida Statutes; provided, however, that Envera shall not be required to allow access to its internal documentation, trade secrets, or other proprietary information unless so ordered by a court of law. Client acknowledges that it may incur additional charges for the maintenance of extended back up data storage or Envera's reasonable time and materials costs incurred in connection with responding to public records requests.
4. Client is subject to the protections afforded under §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.





Hidden Eyes LLC dba Envera Systems  
7280 W Palmetto Park Rd, Suite 306  
Boca Raton, FL 33433  
Phone 561.910.5826 Fax 561.910.5869  
info@enverasystems.com

## DEPOSIT INVOICE

QUOTE #: 904  
DATE: MAY 1, 2014

TO	SALESPERSON	PAYMENT TERMS
Eastlake Oaks Community Development District Severn Trent Management Services 2634 Cypress Ridge Boulevard, Suite 102 Wesley Chapel, FL 33544	Bill Ford	Due on Receipt

DEPOSIT QTY	DESCRIPTION	ITEM PRICE	DEPOSIT DUE
50%	Installation of Systems	12,907.45	6,453.73
2 Months	Monitoring/Database Services	300.00	600.00
2 Months	Repair/Maintenance Services	118.00	236.00
SUBTOTAL			7,289.73
SALES TAX			EXEMPT
TOTAL			7,289.73

Make all checks payable to Envera Systems  
**THANK YOU FOR YOUR BUSINESS!**

## Addendum to Commercial Security Services Agreement

"Client":	Eastlake Oaks Community Development District	Contract Date:	May 1, 2014	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Eastlake Oaks Community Development District	Contract #:		
"Premises":	0 Shady Oaks Drive, Oldsmar, FL 34677			

This Addendum is made to that certain Envera Commercial Security Services Agreement ("Agreement") for the "Premises" listed above, dated May 1, 2014, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Company"), and Eastlake Oaks Community Development District ("Client"). The Parties hereby agree as follows:

- Paragraph 13(b) of the Agreement is hereby deleted, and the following language is included in its place:

"In the event (i) Client exercises its right to Early Termination, or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a), Client shall pay to Envera 50% of the balance due for Services for the remainder of the Primary Period or current Renewal Period, in addition to amounts for services rendered through the date of termination (the "Liquidated Damages").

Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees."

- Paragraph 14 of the Agreement shall be deleted and the following language included in its place:

"To the extent authorized by law, but only to the extent of the limitations on liability set forth in Section 768.28, Florida Statutes, and without waiving the same, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction of the Security System or for a claim of loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees."

- This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
- In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Eastlake Oaks Community Development District	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	

**EASTLAKE OAKS**  
**Community Development District**

*Financial Report*

*August 31, 2014*

**Prepared by**



Table of Contents

FINANCIAL STATEMENTS

Balance Sheet - All Funds .....	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund .....	Page 2 - 3
Debt Service Fund .....	Page 4

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments .....	Page 5 - 6
Cash and Investment Report .....	Page 7
Bank Reconciliation .....	Page 8

**EASTLAKE OAKS**  
**Community Development District**

Financial Statements  
(Unaudited)

August 31, 2014



**Balance Sheet**  
August 31, 2014

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>SERIES 2008 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 29,861	\$ -	\$ 29,861
Investments:			
Money Market Account	183,703	-	183,703
SBA Account	1,929	-	1,929
SBA Account - Restricted	15	-	15
SBA Account Reserves	3,469	-	3,469
SBA Account Reserves - Restricted	26	-	26
Reserve Fund	-	12,777	12,777
Revenue Fund	-	9	9
FMV Adjustment	104	-	104
Prepaid Items	600	-	600
<b>TOTAL ASSETS</b>	<b>\$ 219,707</b>	<b>\$ 12,786</b>	<b>\$ 232,493</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 846	\$ -	\$ 846
Accrued Expenses	441	-	441
Deposits	5,350	-	5,350
<b>TOTAL LIABILITIES</b>	<b>6,637</b>	<b>-</b>	<b>6,637</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Prepaid Items	600	-	600
<b>Restricted for:</b>			
Debt Service	-	12,786	12,786
<b>Assigned to:</b>			
Operating Reserves	53,116	-	53,116
Reserves - Ponds	28,830	-	28,830
Reserves-Recreation Facilities	28,330	-	28,330
<b>Unassigned:</b>	102,194	-	102,194
<b>TOTAL FUND BALANCES</b>	<b>\$ 213,070</b>	<b>\$ 12,786</b>	<b>\$ 225,856</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 219,707</b>	<b>\$ 12,786</b>	<b>\$ 232,493</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2014

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>			
Interest - Investments	\$ 250	\$ 643	257.20%
Special Assmnts- Tax Collector	219,960	219,961	100.00%
Special Assmnts- CDD Collected	733	731	99.73%
Special Assmnts- Discounts	(8,798)	(8,539)	97.06%
Other Miscellaneous Revenues	-	50	0.00%
<b>TOTAL REVENUES</b>	<b>212,145</b>	<b>212,846</b>	<b>100.33%</b>
<b>EXPENDITURES</b>			
<b>Administration</b>			
P/R-Board of Supervisors	7,000	5,800	82.86%
FICA Taxes	536	444	82.84%
ProfServ-Dissemination Agent	1,000	-	0.00%
ProfServ-Engineering	1,500	133	8.87%
ProfServ-Legal Services	1,500	5,200	346.67%
ProfServ-Mgmt Consulting Serv	48,008	44,007	91.67%
ProfServ-Special Assessment	3,881	3,881	100.00%
ProfServ-Trustee Fees	3,800	2,200	57.89%
Auditing Services	4,350	4,350	100.00%
Postage and Freight	600	383	63.83%
Rental - Meeting Room	450	150	33.33%
Insurance - General Liability	5,686	4,934	86.77%
Printing and Binding	1,000	1,254	125.40%
Legal Advertising	1,000	1,549	154.90%
Miscellaneous Services	1,540	1,288	83.64%
Visc-Assessmnt Collection Cost	4,399	4,268	97.02%
Office Supplies	200	-	0.00%
Annual District Filing Fee	175	175	100.00%
<b>Total Administration</b>	<b>86,625</b>	<b>80,016</b>	<b>92.37%</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2014

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
<b>Field</b>			
Contracts-Lake and Wetland	7,200	6,000	83.33%
Contracts-Landscape	33,300	33,300	100.00%
Contracts-Pools	7,140	6,545	91.67%
Contracts-Cleaning Services	2,100	2,015	95.95%
Electricity - Streetlighting	19,000	14,861	78.22%
Utility - Water	6,800	4,803	70.63%
R&M-Renewal and Replacement	1,500	-	0.00%
R&M-Irrigation	6,400	3,684	57.56%
R&M-Ponds	1,800	-	0.00%
R&M-Pools	1,500	4,384	292.27%
Misc-Contingency	38,780	44,542	114.86%
<b>Total Field</b>	<b>125,520</b>	<b>120,134</b>	<b>95.71%</b>
<b>TOTAL EXPENDITURES</b>	<b>212,145</b>	<b>200,150</b>	<b>94.35%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	12,696	0.00%
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating Transfers-Out	(12,155)	(506)	4.16%
Contribution to (Use of) Fund Balance	(12,155)	-	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(24,310)</b>	<b>(506)</b>	<b>2.08%</b>
Net change in fund balance	\$ (12,155)	\$ 12,190	-100.29%
<b>FUND BALANCE, BEGINNING (OCT 1, 2013)</b>	<b>200,880</b>	<b>200,880</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 188,725</b>	<b>\$ 213,070</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2014

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>			
Interest - Investments	\$ 1	\$ 19	1900.00%
Special Assmnts- Tax Collector	135,828	135,828	100.00%
Special Assmnts- Discounts	(5,433)	(5,273)	97.06%
<b>TOTAL REVENUES</b>	<b>130,396</b>	<b>130,574</b>	<b>100.14%</b>
<b>EXPENDITURES</b>			
<b>Administration</b>			
Misc-Assessmnt Collection Cost	2,717	2,611	96.10%
<b>Total Administration</b>	<b>2,717</b>	<b>2,611</b>	<b>96.10%</b>
<b>Debt Service</b>			
Principal Debt Retirement	110,000	110,000	100.00%
Principal Line of Credit/Note	11,500	-	0.00%
Interest Expense	19,298	19,298	100.00%
<b>Total Debt Service</b>	<b>140,798</b>	<b>129,298</b>	<b>91.83%</b>
<b>TOTAL EXPENDITURES</b>	<b>143,515</b>	<b>131,909</b>	<b>91.91%</b>
Excess (deficiency) of revenues			
Over (under) expenditures	(13,119)	(1,335)	10.18%
<b>OTHER FINANCING SOURCES (USES)</b>			
Interfund Transfer - In	12,155	506	4.16%
Contribution to (Use of) Fund Balance	(964)	-	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>11,191</b>	<b>506</b>	<b>4.52%</b>
Net change in fund balance	\$ (964)	\$ (829)	86.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2013)</b>	<b>13,615</b>	<b>13,615</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 12,651</b>	<b>\$ 12,786</b>	

**EASTLAKE OAKS**  
**Community Development District**

**Supporting Schedules**

**August 31, 2014**



**EASTLAKE OAKS**  
Community Development District

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**Non-Ad Valorem Special Assessments - Pinellas County Tax Collector**  
**(Monthly Collection Distributions)**  
**For the Fiscal Year Ending September 30, 2014**

					Allocation by Fund	
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund Gross Assessments	Series 2008 Debt Service Gross Assessments
<b>ASSESSMENTS LEVIED FY 2014</b>				\$ 355,789	\$ 219,961	\$ 135,828
Allocation %				100%	62%	38%
11/14/13	\$ 569	\$ 24	\$ 12	\$ 605	\$ 374	\$ 231
11/22/13	10,070	428	206	10,703	6,617	4,086
11/27/13	39,300	1,671	802	41,773	25,825	15,947
12/09/13	155,766	6,623	3,179	165,568	102,360	63,208
12/20/13	16,369	696	334	17,399	10,757	6,642
01/16/14	85,283	3,626	1,740	90,649	56,043	34,607
02/21/14	7,137	465	146	7,747	4,790	2,958
03/21/14	3,150	32	64	3,246	2,007	1,239
04/17/14	12,475	-	255	12,730	7,870	4,860
05/16/14	1,254	-	26	1,280	791	489
06/30/14	3,763	248	77	4,088	2,527	1,561
<b>TOTAL</b>	<b>\$ 335,137</b>	<b>\$ 13,813</b>	<b>\$ 6,840</b>	<b>\$ 355,789</b>	<b>\$ 219,961</b>	<b>\$ 135,828</b>
<b>% COLLECTED</b>				<b>100%</b>	<b>100%</b>	<b>100%</b>

**EASTLAKE OAKS**  
Community Development District

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Non-Ad Valorem Special Assessments - District Collected  
Monthly Collection Report  
For the Fiscal Year Ending September 30, 2014

						Allocation by Fund	
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund Gross Assessments	Series 2008 Debt Service Gross Assessments	
DISTRICT COLLECTED ASSESSMENTS LEVIED FY 2014 (1)				\$ 761	761	\$ -	
Allocation %				100%	100%	0%	
11/21/13	\$ 731	\$ 30	\$ -	\$ 761	\$ 761	\$ -	
TOTAL	\$ 731	\$ 30	\$ -	\$ 761	\$ 761	\$ -	
% COLLECTED				100.00%	100.00%	0.00%	

Note (1) - One Resident is billed direct - net amount

**EASTLAKE OAKS**  
Community Development District

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**Cash and Investment Report**  
*August 31, 2014*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Maturity</u>	<u>Balance</u>
Checking Account - Operating	Wells Fargo Bank	Interest Bearing Account	0.25%	n/a	\$ 29,861
Money Market	Florida Shores Bank	Public Funds Money Market	0.40%	n/a	\$ 183,703
SBA Account	Operating Account	State Board of Administration	0.22%	n/a	\$ 1,929
SBA Account (Restricted)	Operating Account	State Board of Administration	0.00%	n/a	\$ 15
SBA Reserves	Reserve Account	State Board of Administration	0.22%	n/a	\$ 3,469
SBA Reserves (Restricted)	Reserve Account	State Board of Administration	0.00%	n/a	\$ 26
<b>Subtotal</b>					<b>\$ 219,002</b>

**Debt Service Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Maturity</u>	<u>Balance</u>
Series 2008 Reserve Account	US Bank	Open-ended Commercial Paper	0.15%	n/a	\$ 12,777
Series 2008 Revenue Account	US Bank	Open-ended Commercial Paper	0.15%	n/a	\$ 9
<b>Subtotal</b>					<b>\$ 12,786</b>
<b>Total</b>					<b>\$ 231,788</b>

**Eastlake Oaks CDD**  
**Bank Reconciliation**

Bank Account No.

Statement No. 08-14

Statement Date 08/31/14

G/L Balance (\$)	29,860.86	Statement Balance	37,648.40
G/L Balance	29,860.86	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	37,648.40
Subtotal	29,860.86	Outstanding Checks	7,787.54
Negative Adjustments	0.00	Total Differences	0.00
Ending G/L Balance	29,860.86	Ending Balance	29,860.86
Difference	0.00		

<u>Posting Date</u>	<u>Document Type</u>	<u>Document No.</u>	<u>Description</u>	<u>Amount</u>	<u>Cleared Amount</u>	<u>Difference</u>
<b>Outstanding Checks</b>						
08/15/14	Payment	2861	DANIEL SARACKI	184.70	0.00	184.70
08/29/14	Payment	2865	CON ASSET, LLC	188.50	0.00	188.50
08/29/14	Payment	2866	FEDEX	9.03	0.00	9.03
08/29/14	Payment	2867	LANDSCAPE MAINTENANCE	2,775.00	0.00	2,775.00
08/29/14	Payment	2868	PIP'S POOL INC	595.00	0.00	595.00
08/29/14	Payment	2869	SEVERN TRENT ENVIRONMENTAL SER	4,035.31	0.00	4,035.31
Total Outstanding Checks . . . . .				7,787.54		

**EASTLAKE OAKS**  
**Community Development District**

Check Register and Invoices

July 1 - August 31, 2014



**Eastlake Oaks**  
Check Register by Fund  
For the Period from 07/01/2014 to 08/31/2014  
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>GENERAL FUND - 001</b>								
001	2830	07/09/14	COUNTRYSIDE LOCKSMITH	14062645DMS	TRIP CHARGE/SPRING LATCH/CYLINDER/STRIKE PLATE	R&M-Pools	546074-53901	\$838.00
001	2831	07/09/14	IMPACT SIGNS	114879	SIGNS/WIRE STAND	Misc-Contingency	549900-53901	\$42.90
001	2832	07/09/14	PIP'S POOL INC	6887	VANDALISM PROJECT/REPAIR DAMAGE TO POOL EQUIPMENT	R&M-Pools	546074-53901	\$705.62
001	2833	07/09/14	PRESTIGE JANITORIAL SERVICE	1436	CLEANING SERVICES-JULY 2014	Contracts-Cleaning Services	534082-53901	\$175.00
001	2834	07/09/14	SEVERN TRENT ENVIRONMENTAL SER	2074027	JUNE 2014 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,000.67
001	2834	07/09/14	SEVERN TRENT ENVIRONMENTAL SER	2074027	JUNE 2014 MANAGEMENT FEES	Postage and Freight	541006-51301	\$44.90
001	2834	07/09/14	SEVERN TRENT ENVIRONMENTAL SER	2074027	JUNE 2014 MANAGEMENT FEES	Printing and Binding	547001-51301	\$113.90
001	2835	07/14/14	FEDEX	2-696-00475	SERVICE JUNE 13 & 16	Postage and Freight	541006-51301	\$19.49
001	2836	07/14/14	LANDSCAPE MAINTENANCE	83772	IRRIGATION WORK 6/26	R&M-Irrigation	546041-53901	\$13.16
001	2836	07/14/14	LANDSCAPE MAINTENANCE	83773	IRRIGATION WORK 6/26/14	R&M-Irrigation	546041-53901	\$62.14
001	2837	07/14/14	TAMPA ELECTRIC CO.	070214	SERVICE MAY 28- JUNE 27	Electricity - Streetlighting	543013-53901	\$328.81
001	2838	07/14/14	BRIGHTHOUSE	07042014-170145	Internet Services 7/12/14-8/11/14	Miscellaneous Services	549001-51301	\$52.46
001	2839	07/14/14	CITY OF OLDSMAR	070714	RECLAIMED WATER 06/02/2014-07/01/2014	Utility - Water	543018-53901	\$413.49
001	2840	07/14/14	COUNTRYSIDE LOCKSMITH	14061509DMS	TRIP CHARGE/PROP ALARM/BRACKETS & INSTALLATION	R&M-Pools	546074-53901	\$580.00
001	2841	07/28/14	AMERICAN ECOSYSTEMS INC	1408130	WASTE MGMT TREATMENT FOR AUGUST 2014	Prepaid Items	155000	\$600.00
001	2842	07/28/14	Buchanan Ingersoll & Rooney PC	10649158	PROFESSIONAL SERVICES -6/14	ProfServ-Legal Services	531023-51401	\$927.00
001	2843	07/28/14	FEDEX	2-710-27119	SERVICES 6/27/2014	Postage and Freight	541006-51301	\$9.03
001	2844	07/28/14	LANDSCAPE MAINTENANCE	83950	IRRIGATION WORK COMPLETED-INSPECTION	Contracts-Landscape	534050-53901	\$284.55
001	2845	07/28/14	LANDSCAPE MAINTENANCE	84101	REMOVE EXISTING PALMS/DISPOSAL	Misc-Contingency	549900-53901	\$2,150.00
001	2846	07/28/14	PIP'S POOL INC	6928	PROFESSIONAL MONTHLY MAINT- JULY	Contracts-Pools	534078-53901	\$595.00
001	2847	07/28/14	SEVERN TRENT ENVIRONMENTAL SER	2074552	JULY 2014 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,000.67
001	2847	07/28/14	SEVERN TRENT ENVIRONMENTAL SER	2074552	JULY 2014 MANAGEMENT FEES	Postage and Freight	541006-51301	\$25.86
001	2847	07/28/14	SEVERN TRENT ENVIRONMENTAL SER	2074552	JULY 2014 MANAGEMENT FEES	Printing and Binding	547001-51301	\$198.80
001	2848	08/03/14	LANDSCAPE MAINTENANCE	84271	MONTHLY MAINT JULY 2014	Contracts-Landscape	534050-53901	\$2,775.00
001	2849	08/03/14	PIP'S POOL INC	770	INSTALLATION FOR NEW MAINDRAIN	Contracts-Pools	534078-53901	\$500.00
001	2850	08/03/14	PRESTIGE JANITORIAL SERVICE	1504	CLEANING SVC- AUGUST 2014	Contracts-Cleaning Services	534082-53901	\$219.97
001	2851	08/03/14	PSM PROPERTIES, INC	3601	MEETING ROOM RENTAL 6/12/14	Misc-Contingency	549900-53901	\$50.00
001	2852	08/03/14	RONALD & MIA REINHART	07212014	REIMBURSEMENT-POOL KEY REFUND	Deposits	220000	\$25.00
001	2852	08/03/14	RONALD & MIA REINHART	07212014	REIMBURSEMENT-POOL KEY REFUND	Postage and Freight	541006-51301	(\$1.83)
001	2853	08/08/14	CON ASSET, LLC	07302014	EMERGENCY WALL BARRICADE	Misc-Contingency	549900-53901	\$275.00
001	2854	08/08/14	TIMES PUBLISHING COMPANY	11004190870-0718	PUBLIC HEARING 7/16-7/25	Legal Advertising	548002-51301	\$1,264.00
001	2855	08/13/14	BRIGHTHOUSE	08042014-170145	8/12/14-9/11/14-GRAY BARK DR	Miscellaneous Services	549001-51301	\$58.28
001	2856	08/13/14	Buchanan Ingersoll & Rooney PC	10655468	DISTRICT COUNSEL REPRESENTATION-7/14	ProfServ-Legal Services	531023-51401	\$588.00
001	2857	08/13/14	CITY OF OLDSMAR	08042014	7/21-8/11/14-RECLAIMED WATER	Utility - Water	543018-53901	\$1,069.89
001	2863	08/25/14	AMERICAN ECOSYSTEMS INC	1409145	WASTE MGMT TREATMENT FOR SEPT 2014	Prepaid Items	155000	\$600.00
001	2864	08/25/14	LANDSCAPE MAINTENANCE	85071	COLEUS/YARDS POTTING SOIL/BAG OF MINI NUGGETS	Contracts-Landscape	534050-53901	\$1,005.00
001	2864	08/25/14	LANDSCAPE MAINTENANCE	85224	ADDING BUBBLERS/NEW PALM TREES/ENTRANCE CENTER ISL	Contracts-Landscape	534050-53901	\$51.17
001	2864	08/25/14	LANDSCAPE MAINTENANCE	85176	WORK 8/11/2014/INSPECTION	Contracts-Landscape	534050-53901	\$117.46
001	2865	08/29/14	CON ASSET, LLC	08152014	REC DOOR/TOILET REPAIRS 8/9/14	Misc-Contingency	549900-53901	\$188.50
001	2866	08/29/14	FEDEX	2-753-70604	SERVICE 8/7/2014	Postage and Freight	541006-51301	\$9.03
001	2867	08/29/14	LANDSCAPE MAINTENANCE	85467	MONTHLY MAINT-SEPTEMBER 2014	Contracts-Landscape	534050-53901	\$2,775.00
001	2868	08/29/14	PIP'S POOL INC	7037	PROFESSIONAL MONTHLY POOL MAINT -AUGUST	Contracts-Pools	534078-53901	\$595.00

**Eastlake Oaks**  
Check Register by Fund  
For the Period from 07/01/2014 to 08/31/2014  
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	2869	08/29/14	SEVERN TRENT ENVIRONMENTAL SER	2075032	AUGUST 2014 MANAGEMENT FEES	ProServ-Mgmt Consulting Serv	531027-51201	\$4,000.87
001	2869	08/29/14	SEVERN TRENT ENVIRONMENTAL SER	2075032	AUGUST 2014 MANAGEMENT FEES	Postage and Freight	541006-51301	\$8.64
001	2869	08/29/14	SEVERN TRENT ENVIRONMENTAL SER	2075032	AUGUST 2014 MANAGEMENT FEES	Printing and Binding	547001-51301	\$26.00
001	2858	08/15/14	JOSEPH DINELLI	PAYROLL	August 15, 2014 Payroll Posting			\$184.70
001	2859	08/15/14	CHERYL K. ASOIAN	PAYROLL	August 15, 2014 Payroll Posting			\$184.70
001	2860	08/15/14	BOGDAN M. NOWACKI	PAYROLL	August 15, 2014 Payroll Posting			\$183.45
001	2861	08/15/14	DANIEL SARACKI	PAYROLL	August 15, 2014 Payroll Posting			\$184.70
001	2862	08/15/14	JYOTINDRA J. YAGNIK	PAYROLL	August 15, 2014 Payroll Posting			\$184.70
Fund Total								<b>\$33,283.46</b>

Total Checks Paid	\$33,283.46
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**GENERAL FUND - 001 ACH PAYMENTS**

001	ACH	TECO	ACH	ACH TECO JULY	Electricity - Streetlighting	543013-53901	\$1,508.21
Total ACH Paid							<b>\$1,508.21</b>