

**Rec Committee Meeting
Agenda
June 19, 2026 at 9:30 AM at MLMC**

- I. Establish Quorum and Proof of Meeting**
- II. Call to Order**
- III. Review May Minutes**
- IV. Reports**
 - a. Work Orders-**
 - Backstop net- add extra netting
 - b. Parking Lot Expansion Update**
- V. Unfinished Business**
 - a. Sports Wall Status**
 - b. Basketball Court Resurfacing Update**
 - c. Basketball 8' Goal Update**
 - d. Alternate Event Vendor for Attractions (Slide, Obstacle Course, et al.)**
 - e. Tot Lot Shade Sail Repair Update**
 - f. Music Night Recap**
 - g. A1A Oak Tree Lights**
 - Blingle Quote- A1A Oak Tree Lighting
- VI. New Business**
 - a. Food Truck**
 - b. 2026 Event Dates**
 - Food Truck
 - Summer Sunday Sundaes
 - Holiday Bazaar
 - c. 2027 Event Planning**
 - Fall Music Night- Oct 9 rain date Oct 16- Benwa and the Beachballs
 - Flick in the Field- Nov 7 rain date Nov 14
 - Spring Fling- consider obstacle course
 - Dog Days
 - d. Other Topics**
- VII. Next Meeting- TBD**

Rec Committee Meeting
Draft Minutes
May 15, 2026, at 9:30 AM at MLMC

Attending: Debbie McWade, Chair, Nancy Gormley, Irene Lombardo, Doug Barden, Debi Gerbert, and Janice Wood. Not in attendance Pat Gilberto. Noelle Salomon and Kate Richardson for Marsh Landing Management Company (MLMC).

- I. **Establish Quorum and Proof of Meeting-** Quorum achieved, and proof of notice given.
- II. **Call to Order-** Debbie McWade called the meeting to order at 9:30 AM.
- III. **Approve April Minutes-** Draft minutes reviewed. **Action: Nancy Gormley moved to approve the April minutes. The motion was seconded by Janice Wood and all approved.**
- IV. **Reports**
 - a. **Work Order-** Noelle Salomon reported.
 - **Exposed Wire at Players Park-** Work order issued for expose conduit (pvc pipe) that runs from the parking lot light to the light on the field near the basketball court- **Completed**
 - **Extra Keys for AED-** AED case is magnetic close, keys not required- **Close Out**
 - b. **Parking Lot Ad Hoc Report-** Noelle Salomon gave update. Plans reviewed by St John's County Review Committee and recommended an alternate entrance to the LSV parking area. The Ad Hoc committee met onsite and is in agreement with county's recommendation. Permit pending.
- V. **Unfinished Business**
 - a. **Sports Wall Status-** Noelle Salomon reported. Under county review, permit pending.
 - b. **Basketball Court Resurfacing Update-** Doug Barden reported. Met with two additional vendors and quotes obtained. Cost comparison for the four quotes received presented and discussed. **Action: Debi Gerbert moved to forward Pickled Court quote in the about of \$17,600 to the Finance Committee for consideration. Contingent on references. The motion was seconded by Janice Wood and all approved. Action: MLMC will add to the Finance Committee May agenda.** It was noted that this project would be funded through reserves.
 - c. **Basketball Goals Update-** Noelle Salomon reported. Basketball goals were installed; however one was damaged during installation and will be replaced at no charge. **Action: Close out and remove from agenda.**

Doug Barden reported. Received request for committee to consider installing an 8' basketball goal for younger children. Discussion. **Action: MLMC will add to the June agenda and obtain quotes for committee review.**
 - d. **Alternate Event Vendor for Attractions (Slide, Obstacle Course, et al.)-** Three alternate vendors shared. Discussion on the association's vendor insurance

requirements. **Action: MLMC will reach out to the shared vendors for pricing and if they meet the insurance requirements.**

- e. **Tot Lot Shade Sail Repair Update-** Order has been placed, delivery pending. **Action: Noelle Salomon will follow up with Southern Rec on delivery.**
- f. **Spring Fling Recap-** Debbie McWade sent event recap in advance. The event went well with 275-300 in attendance. All vendors were on time and set up went smoothly. Discussion regarding purchasing a megaphone to announce the field games. Discussion on possibly adding an inflatable obstacle course next year. **Action: MLMC to add 2027 Events to the June agenda in preparation for 2027 budget planning.**
- g. **Chemical Controller Replacement Update-** Debbie McWade reported. Replacement parts were installed. **Action: Close out and remove from agenda.**

VI. New Business

- a. **Review Food Truck-** Debbie McWade reported approximately 104 residents in attendance for the food truck event, despite the unfavorable weather. May 5th Food Trucks reviewed as follows: El Agave Azul, Mochi Café, Planet Pizza, and Millie's Homemade Ice Cream.
- b. **2026 Event Dates**
 - **Food Truck-** Debbie McWade reported. Food Trucks 1st Tuesday of the month at Players Pool and continue to be well attended.
June 2nd- Cousins Maine Lobster, Delish Kabobs, Filipin-Go, and Hot Box Pretzels.
July 7th- Twisted Okie BBQ & Tacos, Bites by Emma, Spanish American Cuisine, and The Pink Parlor.
August 4th- Cousins Main Lobster, Mother Truckin Pizza, Uncle KC's Dogs, and Papa's Churros.
 - **May Music Night-** Morelli and the Groove have been confirmed for the May Music Night scheduled for May 22nd. Oliver Twist is confirmed. FCS Officers confirmed. Directional signs order and ready for pick up before Friday. **Action: MLMC will put out directional signs' morning of event.**
- c. **Holiday Light 2026 Contract-** Holiday Light contract send in advance. No questions. **Action: Irene Lombardo moved to approve the 2026 Holiday Light contract. The motion was seconded by Debi Gerbert and all approved.** Request to find vendor to wrap the large oak at the A1A entrance with lights. **Action: MLMC will obtain quotes.**
- d. **Other Topics-** Committee began planning 2027 events. Flick in the Field November 7th rain date November 14th. Fall Music Night October 9th rain date October 16th band confirmed Benwa and the Beachballs. Discussion on a Summer Event Sunday Sundaes. Discussion on Holiday Bizarre. **Action: MLMC to add 2027 Event planning to the June agenda.**

Homeowner guest Mr. Gurber in attendance to request that dogs be allowed in fenced the picnic area. Committee discussed and consensus to leave the picnic area gate open during the day and leash laws must be followed.

With no further business meeting adjourned.

VII. Next Meeting- Next meeting June 19, 2026 at 9:30 AM at MLMC.



Blingle of Jacksonville
10221-3 Beach Boulevard
Jacksonville, FL 32246

Estimate 11901891
Estimate Date 6/3/2026

Billing Address
Players Club (Marsh Landing)
48 Tournament Players Club Boulevard
Ponte Vedra Beach, FL 32082 USA

Job Address
Players club
48 Tournament Players Club
Boulevard
Ponte Vedra Beach, FL 32082 USA

Description of work

Decorate large oak tree at main entrance - A1A side of The Players Club to top of trunk (~22') using warm white holiday lights (5mm).

Blingle is fully licensed and insured. We are a CLIPA certified installer.

Service #	Description	Quantity	Your Price	Total
LS5MM50WW-46B	LED 50 Light 5MM BALLED - Warm White - Brown wire - Alternating 4"-6" spacing	34.00	\$34.00	\$1,156.00
MANLIFT	Man lift rental	1.00	\$250.00	\$250.00

Potential Savings	\$115.60 - \$115.60	Sub-Total	\$1,406.00
		Tax	\$0.00
		Total Due	\$1,406.00
		Deposit/Downpayment	\$0.00

Thank you for choosing Blingle!

Company, Blingle Premier Lighting, proposes to perform the Work for a total sum of: (i) the estimated cost as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Blingle! from Customer as follows: (i) Down Payment in the amount of 50% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 50% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work. Holiday Lighting Projects are to be paid in full upon execution of this agreement. Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Blingle. Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein. By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.

HOMEOWNER SERVICE AGREEMENT DESCRIPTION

Holiday Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the agreed upon project for the designated and agreed upon areas of the project. Throughout the duration of the project terms, if any lights or accessories malfunction or need adjusted, repaired or replaced, Blingle agrees to complete the necessary work in a timely matter. Once the new calendar year has begun, Blingle will reach out to schedule an agreed upon date and time to remove all lighting and accessories. If Blingle cannot reach the homeowner or responsible party, Blingle has the right to return and collect its lighting, materials, and accessories with a given 24 hour notice.

Landscape Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the project on the designated and agreed upon areas. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Event Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the venue on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Patio Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Permanent Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Residential Holiday Storage Verbiage

Your lights and accessories will be reserved for your property for next year's installation in our warehouse. We will hold the materials for your project per your contract or through the renewal period the following year. When your contract ends or if you do not renew, the materials for your project will no longer be designated to you under the agreed upon terms.

ADDITIONAL TERMS AND CONDITIONS

1. **Company Work; Contractor.** Customer hereby authorizes Company to perform the Work on Customer's property under this Agreement. Company agrees to perform the Work, for the Agreed Price. Customer acknowledges that Company is an independent contractor and may be entitled to certain compensation of overhead and profit, and other payments under this Agreement, as allowed by applicable state standards.
2. **Agreed Price.** The Agreed Price includes: (i) Estimated Total Cost (as set forth above); plus (ii) the following additional costs, fees, and expenses: (a) upgrades, improvements, materials, or labor outside the scope of Work, if requested by Customer; (b) any additional costs, expenses, or fees for repairs, materials, or labor, known or unknown at the time of the performance of Work, that are necessary to complete the Work as required by local building codes; and/or documented price increases of the Work, such as labor, materials, and products; pursuant to a change order for Work; or as incurred by Company in the event Work is stopped and/or resumed.
3. **Labor; Materials; Equipment; Storage; Ownership.** Company agrees to furnish all permits, labor, equipment, lighting products and other materials to complete the Work (except the lighting and decoration materials and products purchased [OR SUPPLIED] by Company, if any, to be installed by Company pursuant to this Agreement). All lighting products and other materials provided by Company will be standard stock products and materials, unless otherwise specified, subject to availability and substitution for substantially equivalent products and materials in the Company's sole discretion. Company agrees to use best efforts to match Customer's existing lighting products and other materials within reasonable tolerance as to color and design. All excess lighting products and other materials shall be the property of Company. The lighting products and other materials for Customer's project will be reserved for Customer's property for next year's installation in the Company's warehouse or other Company designated location. The Company will store the lighting products and other materials for Customer's project for the period of time set forth in the Agreement or through the agreed upon renewal period. When the Agreement terminates, and if Customer does not elect to renew the Agreement, the lighting products and other materials for Customer's project will no longer be designated for Customer's project and Company's obligation to store the lighting products and other materials for Customer's terminated project will expire. Customer acknowledges, understands, and agrees that all lighting products and other materials supplied by the Company in the performance of the Work

under this Agreement shall be the sole and exclusive property of Company and not Customer, unless purchased by the Customer as provided herein.

4. **Customer Property; Access.** Customer agrees to provide Company access to Customer's property during standard working hours and as required for completion of the Work. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish, at Customer's expense, single phase, 220-volt, 50-amp electrical service. Except as expressly provided herein, Company shall not be responsible or liable for the protection of, or damage to, Customer's property. Customer shall manage and be responsible for the protection of all Customer property, including automobiles, exposed to potential damage by Company's Work. Customer shall remove, store and/or protect all Customer property during Company's Work as reasonable or necessary for the performance of the Work. Customer acknowledges and agrees that the Work may require that heavy materials, trucks, or other equipment or supplies be placed on Customer's property, and that Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's property, including, but not limited to, driveways, walkways, or lawns, which may be caused thereby. Company shall not be responsible for damages of any kind to any area of Customer's property upon which Company's Work has not been completed, nor to any person, including Customer, for damages of any kind occurring after the Work is complete.

5. **Completion of Work; Delay.** Completion of Work shall be the date on which Company's Work is substantially complete (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of Work at the property, whichever is earlier. Company shall not be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.

6. **Past Due Amounts; Collection Costs.** Customer agrees to pay a service charge of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer agrees to pay for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by Company in the performance or enforcement of this Agreement, including collection of Customer's past due account. Returned checks will be assessed a \$25.00 processing fee. Credit cards on file will be processed after completion of the Work.

7. **Customer Failure to Authorize Work; LIQUIDATED DAMAGES.** If Customer fails to authorize and/or grant access to Company to commence such Work on the date of scheduled performance of the Work, then Customer shall pay Company twenty percent (20%) of the Final Payment (the "Liquidated Damages"). The parties hereby expressly agree that the actual harm caused by Customer's breach would be impossible or very difficult to estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages, losses, and expenses, incurred by Company (which may include Company time, involvement, expertise, burden, and expense, in assisting Customer with the assessment and documentation of damage to Customer's property, and in the preparation, coordination, and engagement of the performance of Work under this Agreement. The parties expressly acknowledge and agree that the Liquidated Damages are established and agreed upon in advance as a fair and equitable amount reasonably estimated to cover damages, losses, or expenses incurred by Company for Customer's failure to authorize or grant access to Company to perform the Work, and not as a penalty.

8. **Customer Payment; Failure to Pay.** Customer shall be obligated and responsible for all payments to Company under this Agreement. Customer's failure to make prompt payment of any kind when due shall entitle Company, upon forty-eight (48) hours written notice, to stop Work without penalty of any kind whatsoever. In the event Customer does not remit payment for any or all of the Work, any individual line item, or any trade, service, material, product, or other expense reasonable or necessary to perform the Work, Customer shall release Company of its obligations for the performance of that component of Work or acts associated with such expense.

9. **Insurance.** Customer acknowledges and understands that Company does not work for an insurance company, and that Customer may authorize Company to perform the Work under this Agreement in Customer's sole discretion. Company and its authorized representatives are not engaged in or hold themselves out as public adjusters. Company makes no representations or warranties regarding insurance, Customer's insurance coverage, or any insurance claim of Customer whatsoever related to the Work, this Agreement, or otherwise.

10. **Hazardous Materials; Mold.** Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials, including any asbestos-containing materials or mold, affecting the property or Work, or to require Company to remove, transport, dispose of, clean, remediate, use, handle, or protect such materials, including, but not limited to mold abatement, removal, disposal, or cleaning. Customer agrees to pay, as an additional cost, all costs, fees, and expenses related to any abatement, removal, cleaning, remediation, disposal, transportation, or otherwise handling of any hazardous materials, including asbestos-containing materials and mold, by Company, if undertaken by the Company in its discretion. In the event that Company learns of the presence of any hazardous materials on Customer's property, Company reserves the right to immediately stop Work and, at Company's discretion, execute a change order with Customer for such additional repairs, labor, or materials as may be required to perform the original scope of Work. Customer hereby waives and disclaims any claims against Company arising out any loss, damage or injury resulting therefrom and acknowledges that Company shall have no liability or responsibility with respect to the same. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AGAINST LIABILITY, LOSS, DAMAGE, OR EXPENSE BY REASON OF ANY CLAIMS, DEMANDS, SUITS OR JUDGMENTS ARISING OUT OF OR RELATED TO THE CONDITION OR ALLEGED CONDITION OF THE PROPERTY OR ANY EXISTING IMPROVEMENTS, FIXTURES OR APPURTENANCES THEREON, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ANY LATENT DEFECTS OR TOXIC OR HAZARDOUS MATERIALS.**

11. **Concealed or Unknown Conditions.** Company shall not be responsible for any concealed or unknown conditions at the site of the Work, and Company shall be entitled to equitable compensation for any increased cost of performing the Work and an equitable extension of the time required to perform the Work arising out of or related to any such differing site conditions encountered, or any other cause beyond Company's reasonable control.

12. **Liability; Limitations; Indemnification.** Company shall not be liable for, and accepts no liability to indemnify or hold Customer harmless for, any claims or damages to persons or property, except: (i) as expressly provided herein; and (ii) to the extent that such damage occurs during performance of Company's Work and are the direct result of Company's error or omission. Company shall not be liable for damage or loss, of any

kind, caused in whole or in part by: (i) the acts, errors, or omissions of other parties, trades or contractors; (ii) any rework required to be performed by Company as a result of the acts, omissions, or errors of other parties, trades, or contractors; or (iii) lightning, winds, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; stoppage of roof drains and gutters; insects; rodents or other animals; or fire. In no event shall Company be liable or responsible for damage or loss, of any kind; (i) for any electrical, cable, HVAC, mechanical, or plumbing lines or equipment on Customer's property; (ii) for the functionality of satellite dishes or solar panels; or (iii) for any slight scratching or denting of gutters; oil droplets in driveways; damage to flowers or landscaping, or minor broken branches on trees, plants or shrubbery; damage to sprinkler systems, driveways, walkways, lawns; or debris, such as nails or trash, on Customer's property. CUSTOMER'S MAXIMUM RECOURSE SHALL BE, AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT COMPANY BILLED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES, OR DEMANDS, THAT RISE OUT OF, PERTAIN TO, OR RELATE TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR THE WORK. Customer acknowledges, understands, and agrees that Company shall not be liable for any modifications, alterations, additions, or otherwise actions or omissions of Customer or any third party, to or upon the Products, or otherwise related to the Work. Notwithstanding anything to the contrary contained elsewhere herein, neither party shall be liable to the other for any consequential, special, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of bargain, loss of revenue or loss of product or production, however arising under this Agreement or as a result of, relating to or in connection with the performance of Work under this Agreement and the parties' performance of the obligations hereunder, and no such claim shall be made by any party against the other regardless of whether such claim is based or claimed to be based on negligence (including sole, joint, active, passive, or concurrent negligence, but excluding gross negligence), fault, breach of warranty, breach of agreement, breach of contract, statute, strict liability or any other theory of liability whatsoever.

13. Warranties. Customer acknowledges and agrees with the warranty limitations set forth in this Agreement. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials, products, or labor not originally provided by Company. A written limited warranty is offered on workmanship and lighting products or other materials provided pursuant to this Agreement on the terms and conditions reflected in the written limited warranty materials provided or made available to Customer. Company shall not be liable for, and Customer agrees to hold Company harmless for, any latent defects in any products or materials supplied to Customer under this Agreement. Any warranty provided under this Agreement shall not include the cost to abate, remove, clean, remediate, dispose, transport, use, or handle any hazardous substance, including asbestos or mold, that may be found on Customer's property in the future. If Company is not paid in full in accordance with this Agreement, all such warranties shall immediately be null and void. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY CONTAINED HEREIN, EXPRESS OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER WAIVES ALL CLAIMS.

14. PRE-LIEN NOTICE. COMPANY HEREBY PROVIDES NOTICE THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SUCH CONTRIBUTIONS, LABOR OR MATERIALS. Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law.

15. Further Assurances. Customer and Company agree to execute and deliver such additional documents and to take such other actions and do such other things as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

16. Waiver of Subrogation. Customer and Company waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement, or other property insurance applicable to the Property, except such rights as they have to the proceeds of such insurance held by the Customer as fiduciary.

17. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such subject matter. ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN ANY WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND SHALL NOT SURVIVE THE EXECUTION OF THIS AGREEMENT. Customer shall not assign this Agreement without the prior written consent of Company. Except as provided herein, this Agreement cannot be cancelled, terminated, or amended without written mutual consent of both parties. This Agreement shall be governed by the laws of the State in which performance of the Work takes place. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or pursuant to any other agreement between the parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable, or if such provision cannot be reformed by the court, such provision shall be deemed separate and severable from the Agreement and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of the Agreement.

18. Optional Maintenance Plan. Company may provide a maintenance plan for the Work to Customer, if elected by Customer, as more fully set forth on Exhibit A, attached hereto.

19. Dispute Resolution

19.1. Mediation: All disputes or claims by and between Company and Customer arising out of or in connection with this Agreement shall be submitted to non-binding mediation, as a condition precedent, to the institution of arbitration. Mediation shall be initiated by making written demand on the other party to this Agreement. In the event the parties are unable to agree upon the selection of a mediator, the parties agree to submit and have the mediation administered by American Arbitration Association ("AAA"). The parties agree to share the cost and expense of mediation (including the mediator's fee) equally. The mediation shall be conducted in or near where the property is located unless otherwise

agreed to by the parties. Any settlement agreement entered by and between the parties in mediation shall be binding and enforceable against each party.

19.2. Arbitration: The parties irrevocably agree that any claim and/or dispute arising in connection with this Agreement shall be resolved by arbitration, the same to be administered by the AAA (Construction Industry Arbitration Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any one or more courts having jurisdiction thereof, including, but not limited to, a court of appropriate jurisdiction located in the State and County where the Property is located, as well as a court of appropriate jurisdiction located in any State and County where the Client conducts business. The prevailing party in any dispute or controversy arising out of or in connection with this Service Agreement shall be entitled to recover its reasonable attorneys' fees and costs (including all taxable costs and expert witness fees). Notwithstanding anything contained herein, in addition to any remedies it may have, Company shall have the right to file for, establish and/or enforce a Mechanic's Lien at any time prior, during or after the conclusion of any arbitration proceedings and to stay the same during the pendency of the arbitration proceedings. The filing by Company to establish and enforce a Mechanic's Lien shall not be deemed to be a waiver of the right to arbitration. In addition to any other powers conferred pursuant to the rules, the arbitrator(s) shall have the power to determine the right to the establishment and enforcement of a Mechanic's Lien.

20. Execution and Authority: Customer represents and warrants to Company that Customer is not a party to any agreement that would prohibit Customer from entering into this Agreement. Customer hereby certifies that Customer is the owner of, or authorized by the owner of, the Property set forth above, and has all requisite power and authority to enter into this Agreement and authorize the performance of the Work herein and to bind the Customer and owner of the Property.

21. Right to Cancel. To the extent required by applicable laws, notice is hereby given that Customer has three days after the date of this Agreement to cancel this transaction by giving written notice to the Company. Customer acknowledges that the foregoing Agreement involves real property and therefore the cancellation pursuant to the Federal Trade Commission does not apply.