



**PROPERTY MANAGEMENT  
MAINTENANCE SERVICES  
AGREEMENT  
FOR**

**REGAL PALMS CONDOMINIUM  
ASSOCIATION**

**Prepared By:**

**Mark Wade**

561-313-1973 (C)

561-250-6565

[mwade@tritoncam.com](mailto:mwade@tritoncam.com)

# CONTENTS

## Regal Palms Condominium Association

1. Introduction to Agreement
2. Main Agreement – Agreement for Services
3. Customer Service and Administrative Agreement
4. Quality Assurance & Transitional Agreement
5. Property Management Agreement
6. Accounting Agreement
7. Landscape Agreement
8. Maintenance/Janitorial Agreement

# ABOUT TRITON

## OUR SERVICES

### COMMUNITY ASSOCIATION MANAGEMENT

Our comprehensive management services begin with selecting the right community manager for your community. We utilize proven management systems to preserve your community's assets and enhance your home values. Our multiple services includes:

- Complete Financial and Administrative Services
- Complete Covenant Administration and Governance Services
- Online Maintenance Requests
- 24/7 Emergency Response Staff
- Requests for Proposals
- Work Orders and Tracking
- Property Maintenance Supervision
- Architectural Support Services
- Vendor Qualification and Monitoring
- Facility Maintenance Reviews
- Developer Transition Process
- Monthly Management Reports
- Board Meeting Facilitation and Preparation
- Organize Community Meetings
- Board Member Training Programs
- Clubhouse Management
- Special Projects Management
- Community Communication Programs
- Contract Review and Follow-up

### MAINTENANCE SERVICES

Triton Property Management can tailor a complete management and maintenance program that can include all of your day to day maintenance needs such as; Onsite Maintenance and Janitorial services, Landscaping Services, Irrigation Services and Pest Control. With these abilities we also have the expertise to make sure your Community is getting the most for your money. Additional services that we bring our expertise to are listed below:

- Yearly On-Site Review
- Supervise Licensed and Bonded Workers
- Assist with Implementing Annual Maintenance Plan
- Coordinate and consult with Board and committees on maintenance program
- Periodic inspections of the common property
- Initiate preventive maintenance programs
- Assist in drafting bid specifications for work to be done
- Negotiate contracts on behalf of the Board

## ACCOUNTING and ADMINISTRATIVE SERVICES

Our accounting and administrative Services departments are the hub of every one of our associations. These departments offers tailored services to meet each individual associations' needs including:

- Annual Operating & Reserve Budget Preparation
- Accounts Payable Processing
- Accounts Receivable Collection Process
- Assessment Collection and Small Claims Services
- Effective Internal Controls
- Financial Statement Preparation
- Association Banking Activities
- Insurance Support Services
- Work order submittal
- Work order monthly wrap up for Board Members
- Filing of Association Records
- Facilitate Association Correspondence
- Responding to telephone inquiries

## SYSTEMS & TECHNOLOGY

Our technology includes: Topps One Connection (web service portal that offers both a homeowner and board member interface); Convenient Assessment Payment Programs (such as online bill payment); Statement and Notification Programs, and Online Account Information.

A complete guide to all services available is listed below:

- Homeowner and Board Portal
- Convenient Payment Programs
- Electronic Statements and Billing Inserts
- Electronic Notification System
- Standard and Customized Community Websites
- Online Access to Association Documents and Information
- Online Account Updates
- Work order submittal
- Work order monthly wrap up for Board Members

# AGREEMENT FOR SERVICES

THIS PROPERTY MANAGEMENT MAINTENANCE SERVICES AGREEMENT, including all attachments, exhibits, and addenda (collectively, the “Agreement”) is made and entered into in Jupiter, Florida on January 1<sup>st</sup>, 2021 by and between Regal Palms Condominium Association (the “Association”) and Triton Property Management, LLC., a Florida corporation ( “Triton”).

WHEREAS the Association has been established under a certain Declaration of Covenants and Restrictions as recorded in the Official Records of Palm Beach County, Florida, as amended from time to time (“the Declaration”);

WHEREAS the Association is the entity responsible for the operation of certain specific property as specifically defined in this Agreement (the “Association Property”);

WHEREAS, the Association, has proposed to engage and hire the services of Triton for the management of the Association Property for the use and benefit of the Association, and Triton is agreeable and desires to be so engaged.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, it is hereby agreed by and between the parties as follows:

## I. DEFINITION AND SCOPE OF THE ASSOCIATION PROPERTY

- a. As used in this Agreement, the “Association Property” shall be deemed and construed to include all common and recreation areas, including but not limited to, the yards, lawns, and outside areas, as more fully described in the Declaration.

## II. TERM OF THE AGREEMENT

- a. The term of this Agreement shall be for a period of Thirty-Six (36) months, commencing January 1st 2021 and ending on December 31<sup>st</sup> 2023.
- b. A three percent (3%) annual increase shall be applied to the contract price at the beginning of years 2 and 3.
- c. The Association or Triton may terminate this contract with a Thirty (30) day written notice, with or without cause.

## III. COMPENSATION OF TRITON

- a. In consideration of the services to be performed by Triton Property Management under this Agreement, which includes (1) the attached Customer Service & Administrative Agreement, (2) the attached Quality Assurance & Transitional Agreement, (3) the attached Accounting Agreement, (4) the attached Property Management Agreement, and (5) the

attached Maintenance Agreement, the Association shall owe and pay the following MONTHLY fee:

**Total monthly payment of \$19,865.00.00 Per Month**

- b. Payment is due on the first (1<sup>st</sup>) day of each month following the month of service, with a ten (10) day grace period. Interest on overdue amounts shall be charged at 1 ½ percent (1.5%) per month. All applicable sales and use taxes will be in addition to the stated prices.

**IV. TERMINATION CONDITIONS**

- a. Upon receipt of written termination notice, Triton shall:
  1. Stop work under this Agreement on the date and to the extent specified in the notice.
  2. Place no further orders or hire additional subcontractors with relation to the work terminated, except as necessary to complete the work under this Agreement.
  3. Assign to the Association all of Triton's rights, title, and interest in any sub-contract in process.
  4. Within seven calendar days of notice (or as otherwise required by Florida law), permit the Association access to Triton's premises to review the Association's records, and make an itemized claim for delivery of the Association's records.
  5. Provide the Association:
    - A schedule of termination activities, including notices to vendors and banks, if required by those vendors and banks; and including meeting with the successor entity responsible for the management of the Association to complete the transition of responsibility in a comprehensive and businesslike manner.
    - An itemized statement of the estimated amounts due from the Association to Triton.
    - An itemized statement of the estimated amounts due from the Association to suppliers of services and goods ordered in the name of, or on behalf of, the Association.
    - A date for a meeting, at the Association offices, for Triton to return to the Association: records, funds (if any), deposit accounts (if any), and inventory belonging to the Association (if any); and to conclude the contractual obligations.
    - All records pertaining to this Agreement shall be submitted to new management within ten (10) business days of the termination date.

## V. GENERAL CONDITIONS

- a. This Agreement constitutes the entire Agreement between the Association and Triton, and any changes or modifications of any kind or nature must be in writing, executed by the parties with the same formality as the within Agreement.
- b. Triton shall comply with and abide by all applicable laws, rules and regulations of the federal, state and local governments.
- c. During the entire term of this Agreement and for any and renewal terms, Triton shall maintain and keep in force and effect general liability insurance in an amount not less than \$ 1 million, workers compensation as required by law, automobile insurance on all Triton vehicles working on the Association property in an amount not less than \$1 million per occurrence and a blanket fidelity bond in the amount not less than \$1,000,000. Certificates of Insurance will be presented to the Association prior to commencement of this Agreement.
- d. Triton shall perform services to the Association as specified except for six (6) holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day.
- e. On-Site Triton employees (maintenance and janitorial personnel) will work the normal workweek of Monday through Friday, 8:00 AM to 4:00 PM with a 30-minute paid lunch break. Triton staff may be eligible for up to three (3) sick days per calendar year. On-site maintenance employees will take up to five (5) scheduled days of vacation per year. The remaining on-site personnel will cover all responsibilities of the vacationing employee. This schedule may be modified to provide more maintenance coverage as directed by the Association.
- f. All Triton employees must successfully pass a criminal background check and drug screening before they are assigned.
- g. Triton is an equal opportunity employer.
- h. Triton will pay all labor costs (such as payroll), taxes, and insurance related to Triton's employees who are assigned to the Association, as identified in this Agreement.
- i. Upon reasonable notice by the Association to Triton of the unsatisfactory performance of a Triton employee who is assigned to the Association Property, and upon reasonable investigation and review by Triton, Triton shall replace that employee on the Association Property.

- j. Triton's Undertaking. Everything done by Triton under the provisions of this Agreement shall be done as agent for the Association and all obligations or expenses incurred in the performance of Triton's duties and undertakings shall be for the account, on behalf of, and at the expense of the Association. Triton shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except to the extent funds are possessed, held, or provided as aforesaid by Association or from its members, or tenants, nor shall Triton be obligated to incur any liability or obligation on account of the Association without appropriate assurance that the necessary funds for the discharge thereof will be provided. Because Triton shall be acting at all times for and on behalf of the Association, it is understood and agreed that the public liability insurance shall be carried and maintained by the Association, and Triton shall be listed as additional insured. Any matter that involves legal action or poses a potential legal action shall be submitted to the appropriate Association counsel.
- k. Independent Contractor. Triton shall be deemed to be an independent contractor for all purposes and shall not be deemed an employee of the Association for any purpose. Triton shall be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with the Association.
- l. Indemnity. The Association shall indemnify, defend and hold harmless Triton (including Triton's officers, directors, agents and employees) from and against any and all claims, suits, damages, liability, judgments, demands, expenses, or loss, including for attorney's fees and costs, raised or that could be raised by any person or entity against Triton arising from, relating to, or connected with any act or omission (including negligent acts or omissions) of the Association, its directors, members, officers, contractors, subcontractors, employees, agents, vendors, guests, invitees, representatives, unit owners, homeowners, and/or tenants. This indemnity and hold harmless shall include, by way of example only and without limitation, all claims, suits, damages, liability, judgments, demands, expenses, or loss, including for attorney's fees and costs, raised or that could be raised as a result of any injuries or damages sustained by or to any person or property (whether real property or personal property) arising from: theft; vandalism; HVAC malfunction; the bursting or leaking of water pipes; landscape maintenance services, including plant obstructions; conditions on, related to, or arising from the Association Property (including the Association's swimming pool); any personal property located upon the Association Property; and/or the failure to comply with any statute, rule, regulation, bylaws, declarations, and/or documents recorded in the Official Records of any county in Florida at any time. This indemnification and hold harmless shall be enforceable, effective and



valid even though such claims, demands, suits, liens, judgments, damages, injuries, losses and expenses, including attorney's fees, may have been contributed to, or are alleged to have been contributed to, by some act or omission of Triton, but does not apply to any acts, errors or negligence committed by Triton. The parties mutually acknowledge that the amount of indemnity provided for herein is equal to the limits of aggregate insurance provided under this Agreement or \$1 million per occurrence, whichever is greater, and, to the extent applicable, the requirements of §725.06 Fla. Stat. have been fulfilled. These indemnity and hold harmless provisions shall survive the termination of this Agreement.

- m. **Covenant Not to Solicit Triton's Personnel.** Triton agrees to provide and/or train a staff of competent and reliable personnel (including employees and independent contractors) for the performance of the services to be provided under this Agreement (collectively, "Triton's Personnel"). The Association acknowledges that Triton has already made, or will make, a substantial investment in providing and/or training Triton's Personnel. In consideration thereof and \$10.00, the Association agrees that, during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement (collectively, the "Restrictive Period"), and except with the express written agreement of Triton, the Association shall not, for the performance of the same or similar work and/or services rendered by Triton under this Agreement, hire Triton's Personnel, solicit Triton's Personnel for employment, or attempt to solicit or persuade Triton's Personnel to terminate their employment with Triton and accept employment with another employer that provides services that are the same as or similar to those provided by Triton. The Restrictive Period shall be extended by any length of time during which the Association is in breach of this covenant. The Association acknowledges that failure to enjoin the Association from violations of this covenant would cause Triton irreparable injury. In the event of a violation of this covenant, Triton shall be entitled to institute and prosecute proceedings at law or in equity, to obtain damages with respect to violations, to seek specific performance, and/or to enjoin the Association from engaging in any activity in violation of this covenant. The parties acknowledge that violations of this covenant shall cause an undetermined amount of damage to Company and, therefore, if this covenant is violated, the Association shall be liable for liquidated damages (which is not a penalty) in an amount equal to twelve (12) months' worth of Triton's monthly fee (in the amount of the monthly fee at the time of the breach) per violation of this covenant. In the event the amount of liquidated damages is insufficient to fully cover the damages incurred by Triton, Triton may pursue additional remedies to recover any outstanding amounts. The parties agree that this liquidated damage

provision is not meant to penalize or otherwise injure the Association, but is meant to attempt to compensate Triton for the value of the unique business training and/or confidential business information given to Triton's Personnel by Triton, and its loss of ability to perform services without competition by Triton's Personnel (and/or by those employing Triton's Personnel in violation of this covenant). The Association is aware of the provisions of Florida Statute section 542.335. This covenant is independent of any other provisions in this Agreement and of any claim by the Association against Triton. This covenant survives the termination of this Agreement.

## VI. MISCELLANEOUS

- a. In any action, proceeding, or litigation relating to, connected with, or arising under this Agreement, the prevailing party shall be entitled to reimbursement of its costs, including attorney's fees, and including costs and attorney's fees incurred on appeal, if any.
- b. The waiver by either party of any right or remedy under the terms of this Agreement shall not be construed as a waiver of any other provision of this Agreement.
- c. No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing, signed by both of the parties to this Agreement, their respective successors and assigns.
- d. If any term or condition of this Agreement is, to any extent, invalid, illegal, or unenforceable, in whole or in part, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law.
- e. The Association represents and warrants that execution, delivery and performance of this Agreement by the Association will not conflict with, nor result in breach of, any agreement (whether oral or written), document, indenture or other instrument to which the Association is a party or under which it is bound. The Association further represents and warrants that it has full power and authority to execute and deliver this Agreement, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Agreement.
- f. This Agreement constitutes the entire understanding and agreement between the parties hereto on the matters covered herein and supersedes all prior written or oral agreements, discussions, and understandings with respect to its subject matter.

- g. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- h. All parties hereto agree that each has either received, or had the opportunity to obtain, independent legal counsel with respect to this Agreement. The parties agree that this Agreement is the joint product of all parties and shall not be construed against any party as drafter of this Agreement.

i. NOTICE

- 1. For the purpose of notices required by this Agreement, the address of Triton shall be:

Triton Property Management LLC  
175 Toney Penna, Suite 207  
Jupiter, FL 33458

- 2. For the purpose of notices required by this Agreement, the address of the "Association" shall be:

Regal Palms Condominium Association  
3500 Springdale Blvd Apt R111  
Palm Springs, FL 33461

j. GOVERNING LAW, VENUE, AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of laws provisions. Each party to this Agreement irrevocably submits to the exclusive personal jurisdiction of the courts of the State of Florida and the venue of the courts in Palm Beach County, Florida. Each party agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Agreement, including any claims based upon statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non conveniens grounds.

- k. **WAIVER OF JURY TRIAL. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE, LITIGATION OR COURT ACTION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING FROM, GROWING OUT OF, OR RELATED TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A SIGNIFICANT CONSIDERATION TO, AND A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HEREBY CERTIFIES**

**THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT EITHER PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.**

IN WITNESS WHEREOF, the parties hereto have executed this 1<sup>st</sup> day of January, 2021.

REGAL PALMS CONDOMINIUM ASSOCIATION

\_\_\_\_\_  
ASSOCIATION PRESIDENT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASSOCIATION PRESIDENT PRINTED NAME

\_\_\_\_\_  
TRITON PROPERTY MANAGEMENT, LLC. SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TRITON PROPERTY MANAGEMENT, LLC. PRINTED NAME

\_\_\_\_\_  
TRITON PROPERTY MANAGEMENT, LLC. TITLE

# **Proposed Staffing & Pricing**

## **REGAL PALMS CONDOMINIUM ASSOCIATION**

### Existing Staffing Levels

#### **Management**

One (1) Experienced, Licensed Property Manager four to six (4-6) hours per week.

#### **Maintenance**

One (1) Fulltime Experienced Maintenance Supervisor

One (1) Fulltime Maintenance Technician

#### **Janitorial**

Two (2) Fulltime Janitorial Technician

\*One at 40 hours a week and the second at 30 hours a week

**Additional Charges**  
**For**  
**REGAL PALMS CONDOMINIUM ASSOCIATION**

**Additional Community Wide Mailings (Done Off Site)**

1. Labels	\$ .05
2. Regular Envelope	\$ .08
3. Large Envelope	\$ .25
4. Copies	\$ .20
5. Postage	\$ Current Rate
6. Labor	\$ 250

**Additional Fees**

1. Sale/lease/rental application fee	\$50.00*
2. Set up fee for assessment account	\$1.00 per unit
3. Coupon Books	\$2.50 per Book
4. Administrative assistance	\$35.00 per hour
5. General laborer	\$25.00 per hour
6. Skilled laborer with truck	\$45.00 per hour
7. Irrigation Technician	\$55.00 per hour

\*Charges for background checks, credit checks or other checks required by the Association will be charged to the applicant in addition to the application fee.

**Initial** \_\_\_\_\_

**These are standard services and will be tailored to  
the specifications set forth by the  
Board of Directors of Regal Palms**

**CUSTOMER SERVICE & ADMINISTRATIVE AGREEMENT**

**Customer Service**

1. Carefully designed customer service program has been implemented and will be tailored to the specific needs of the Association.
2. This convenient program will assure prompt response to owner requests for services. Our corporate office and the Association Manager will communicate through customized Triton work-order software. A current list of pending and completed work orders is only a touch away. Work orders may also be placed by phone or requested directly in the Association Office (if applicable).
3. As owners call in to our customer service representatives, a work order will be generated and tracked until completion. The owner will be issued a work order number so that the owner may reference it at any time to check the status of the request.
4. Once the work is completed and double checked by Triton, a Triton representative will contact the owner to communicate the completion of work. If Triton is unable to reach the owner by phone, the Triton representative will leave a door hanger confirming that the work has been completed.
5. A detailed report of all service requests will be included in the monthly manager's report. This customer service report will include type of service, date of request, date of completion, and the name of the employee who performed the service.
6. All calls are answered by a live operator twenty-four (24) hours a day. Triton's customer service number can also be used for emergencies between the hours of 5:00PM and 8:00AM, Monday through Friday and on weekends twenty-four (24-hours) a day seven days a week, (561) 250-6565.

## **Administrative Services**

1. Prepare and advise the Association's Board of Directors (the "Board") with general correspondence dealing with business matters between the Board and unit owners, contractors, government officials or other entities.
2. Arrange for mailing or distribution of notices required by the Association's governing documents, Florida statutes, or as required by the Board. Out of pocket expenses such as postage, copying, material, and labor costs for community wide mailings are to be paid for by the Association. All other mailings (for example, for violations) other than community wide are included in the contract price.
3. Maintain a filing system of the Association's "official records" such as contracts, owner communications, financial information and other pertinent information, as described in Florida Statutes Chapter 718 and/or Chapter 720, to be stored at Triton's corporate office. A duplicate set of these records will be maintained at the Association if the individual Board of Directors wishes. Any records kept at the Triton's corporate office will be available for unit owner inspection as required by Florida Statute. There will be no charge to the Association for the storage of documents.
4. Transmit to the Board reports received on any accidents, fires or other claims related to the management, maintenance, and operation of the property.
5. Upon receipt of notification of a sale of a unit, set up necessary new ownership records and files to facilitate communications and assessment billing.
6. Assist the Board in the organization of the Association's annual meeting and preparation and distribution of notice material in accordance with Florida Statutes Chapter 718 and/or Chapter 720.
7. Assist in arrangements for the necessary materials, procedures, personnel and other support for the conduct of the Association's annual meetings.
8. Triton agrees to perform Estoppels for the Association at a charge to seller of \$100.
9. Process "Cease and Desist" letters and violation letters. As necessary, follow up on such letters to ensure compliance. Keep the site manager and the Board informed of all such violations and letters. These tasks will be performed in our corporate office.
10. The following office expenses are included in the monthly payment as set forth in the Agreement: Faxes, Courier Service, 1099 letters, Collection demand letters forms, and Delinquent account reminder.



## QUALITY ASSURANCE COMMITMENT

1. Triton Property Management has implemented a Quality Assurance Commitment program that will be tailored to the specific needs of your community. This program has been a valuable tool for Triton and our clients, ensuring that all contractual services have been met on a quarterly basis.
2. Quality Assurance Commitment is comprised of four elements to help better our service:
  - a. Service Specifications – Services and frequencies are defined in a customer-approved specification. Every service position will have a documented employee routing. Services to be provided periodically, other than daily, will be recorded and logged when provided.
  - b. Training – All new employees of Triton receive an orientation module that includes, but is not limited to Employee Conduct, Security, Safety Standards and Practices, use of Chemicals and Material Safety Data Sheets. All employees from top management down receive classroom training and retraining to help reduce errors and injury.
  - c. Management – Management is critical to our program and all levels are brought to focus on our quality program. Managers and Supervisors are trained professionals capable of meeting all customers' needs. The Manager is responsible for quality of service, employee training, measurements, and customer satisfaction.
  - d. Measurement and Improvement – There will be a comprehensive plan designed to measure and improve quality. The Property Manager will make regular evaluations of the overall quality of services. We welcome the participation of the Board of Directors and Committee Members in the inspection process. Inspection forms will be designed to cover the specific needs of each property.
3. A Senior Triton representative will meet with the Association Board or designated Board members when needed or as requested. All concerns and/or requests from the Board of Directors will be documented by the Senior Triton representative and filed in our office.
4. The Senior Triton representative will do a review of the Property at least once a quarter. During this review of services the Senior Triton representative will confirm contractual compliance and quality of work that has been completed.
5. A follow-up meeting will be scheduled within seven to ten days after the Senior Triton representative quarterly review to verify that all requests or problems have been addressed and corrected in a timely manner.

# **PROPERTY MANAGEMENT SERVICES AGREEMENT**

Triton shall coordinate and manage all services necessary for the continuing excellent management and administration of the Association and all of the Association Property. The areas of responsibility undertaken by Triton are generally set forth in the attached specifications, which are made a part of this Agreement.

Triton shall provide: One (1) Part-Time four to six (4-6) hour per week experienced and licensed Property Manager (CAM) for the supervision of the Association.

1. Review the property on a regular basis, perform a walk-through of the entire Association Property every week, and make recommendations to the respective Board of Directors. Architectural and other rule and regulation violations will be noted during this review. A monthly report will be generated and distributed detailing these weekly reviews of the property.
2. Obtain bids (minimum of three bids for all contracts in excess of \$500.00) and proposals for work to be performed, for review by the Board of Directors. Triton will assist in the preparation of specifications for projects, such as pool maintenance, paving, painting, roofing, or other needs of the Association. Triton will screen all potential bidders to ensure that they have the proper licenses and insurance. Triton will check references and gather other information necessary to assist the Board in selecting a contractor who is in the best interest of the Association. Seacrest shall not receive any additional compensation for the supervision of these services listed above.
3. Ensure that contracts and agreements between the Association and contractors are performed in accordance with their terms.
4. Handle all of the Association's correspondence. Routinely provide copies to the respective Board of Directors.
5. As requested, attend meetings of the Board of Directors and plan meetings to assess progress and assign priorities for action. The Property Manager will attend the annual members' meetings as well as one board meeting a month for each Association as required under the four (4) per week provision.
6. Prepare monthly written management reports containing a summary of business being conducted on behalf of the Association. This report will be tailored to meet the requirements of the individual Association. It may include status reports on projects which are in progress, charts of work schedules versus actual completion dates, work orders completed, work orders pending, inspection reports for all services, recommendations for preventive and other maintenance, updates on bids being sought on behalf

of the Association, sales and rental activities, status of liens and foreclosures, accounts receivable report, and any other data routinely required by the Board of Directors. This report will be provided to the Board of Directors prior to the monthly meeting.

7. Provide a twenty-four hour answering service for emergencies. Respond promptly and appropriately to emergencies.
8. Assist the Board in obtaining and evaluating bids for Association insurance.
9. Assist the Board in the enforcement of the individual Association Rules and Regulations.
  - a. Receive and investigate written and signed complaints regarding document and rule violations and report findings to the Board.
  - b. At the request of a Board or per the terms of the Agreement, inform owners who are in violation of Association rules, in writing. Direct costs of printing, postage, and labor are included in the contract cost of this Agreement. Follow-up letters are also included. To the extent that the Association incurs attorney's fees in connection with violations of Association rules by owners, Seacrest will assist the Association in assessing the owners for such attorney's fees, as permitted by the Associations rules and regulations.
  - c. Take such other actions as consistent with the Agreement to assist the Board in administration and enforcement of the Association's rules and regulations.
10. Keep the Board informed about significant legislation, insurance, financial practices, court decisions, tax rulings, and other publicly available information pertaining to the Association which come to Seacrest's attention.
11. Offer advice and direction to the Board regarding administrative processes and responsibilities.
12. Ensure that pool and Clubhouse rules are observed by all owners, tenants, residents, and their guests.

## **ACCOUNTING SERVICES AGREEMENT**

Triton shall perform all bookkeeping functions as may be necessary and desirable, in accordance with standard industry practices, for the accurate accounting of sums collected and expended by Triton, for the benefit of the Association pursuant to this Agreement. The duties shall include the following:

1. Budget Preparation
  - a. Prepare a proposed annual budget each year for the following budget year for the review and approval of the Board of Directors. This budget will contain the reserve schedule required by applicable Florida Statutes and applicable sections of the Florida Administrative Code.
2. Monthly Financial Reports
  - a. Maintain the general ledger.
  - b. Prepare receipts and disbursements statement with budget comparisons on a monthly and year-to-date basis.
  - c. Prepare a trial balance and balance sheet.
  - d. Maintain a cash receipts journal.
  - e. Maintain a cash disbursement journal.
  - f. Maintain an accounts receivable and payable ledger.
  - g. Additional reporting that is included in this proposal, profit/loss statement and an aged receivables report.
  - h. Supply copies of monthly financial reports to each Board of Directors by the twentieth (20<sup>th</sup>) of each month including but not limited to: a profit/loss statement, aged receivables report, and balance sheet.
3. Accounts Payable
  - a. Organize all bills and post them to proper account numbers. The Property Manager will verify that all work has been properly completed using material in accordance with the Agreement. The Community Association Manager (CAM) must indicate his/her inspection/approval by signing the bill. All charges are to be reasonable and customary for the services and materials provided. The bill will then be submitted to the individual Board for final approval.

- b. Prepare checks to be drawn on checking account kept in the name of the Association. Triton shall pay from the Association's account to the extent the sums collected by Triton are sufficient to cover such obligations, all expenses for the regular maintenance and operation of the Association Property.
  - c. Triton will not disburse any payments without a Board signature. All checks require at least TWO signatures from a Board member or Triton CEO.
4. Accounts Receivable
- a. Maintain an up-to-date owner's roster with up to three (3) mailing addresses, plus one E-mail address.
  - b. Prepare and issue maintenance coupons to all unit owners, annually. Monthly coupons will only be utilized at the direction of the individual Association's Board of Directors. The direct cost of printing, postage and mailing of the coupons is the responsibility of the Association. The cost will pass through from the banks couponing provider with no mark-up.
  - c. Maintain complete accounts receivable report on a monthly basis. This report will be provided to the Board of Directors, monthly.
  - d. Mail past due notices on the 10<sup>th</sup> of each month or in accordance with the individual Association documents.
5. Cash Collections
- a. Receive maintenance, other assessment payments and miscellaneous receipts and deposit them in the Association's interest bearing account(s) on a timely basis.
  - b. These funds shall not be commingled with any other funds managed by Triton.
  - c. Additional Special Assessments authorized by the individual Association's Board of Directors, for items such as (for example) roofing, hurricane clean-up or landscaping replacement will be billed at a rate of \$1.00 per unit (maximum \$400.00) for each special assessment. Triton will set up an additional account for each assessment to ensure no commingling of these funds, as required by the Florida Statutes.

6. Fidelity Bond
  - a. Triton will provide a blanket fidelity bond in the amount of \$500,000 for Triton officers and employees.
  
7. Assessment Collection
  - a. The Association designates Triton as its authorized agent to enforce the collection of assessments from unit owners. Triton will take actions, as approved by the Board of Directors, to collect delinquent accounts; however, legal procedures would be at the direction of the Board of Directors. Expense incurred to implement such procedures, if undertaken, shall be borne entirely by the individual Association.
  
8. Miscellaneous Services
  - a. Provide a lock box service. (This service requires that the Associations have an account with a certain bank.)
  - b. Provide an Electronic Funds Transfer (EFT) to automatically debit owners accounts for timely payment.
  - c. The Board of Directors of each Association are responsible for engaging an independent accounting firm of their choice and at their sole expense for the purpose of annual reviews/audits and all state and federal tax returns.
  - d. Triton will assist the accounting firm and/or CPA in providing input, documents and information needed to properly review the individual Association's records and statements.

# LANDSCAPE MAINTENANCE SERVICES

The following maintenance objectives are to follow sound horticultural practices so that the landscape of Regal Palms is attractive throughout the year and to satisfy the Association and its residents. Triton will manage all necessary labor, materials, equipment, and supervisory personnel to properly maintain all developed land areas within the contract limits, including lawns, shrubs, ground cover, landscape trees, vines and flowers as described herein.

## I. Landscape Maintenance Program

### A. Turf Care Specifications

#### 1. General

Triton has developed a comprehensive landscape maintenance service plan for the Association and will manage the subcontractor to complete these services.

Triton shall not be responsible for acts of God such as freeze damage, heavy storms, hurricanes, flooding, or irrigation watering restrictions that would create unusual preparation, cleanup, pruning, or replacements in excess of the normal scope of service.

#### 2. Mowing

- a. Mowing shall be performed 34 times per year.
- b. Mowing height for St. Augustine turfgrass 3"-4"
- c. All clippings shall be blown out of ornamental beds and off of all paved areas, courts and waterways.
- d. Mower blades will be kept sharp at all times to prevent the tearing of grass blades.
- e. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowing equipment.

#### 3. Edging

- a. The Association shall be neatly edged and trimmed around all curbs, streets, trees, buildings, etc. and maintain the shape and configuration of all planting areas in a clean manner free of imperfections.

- b. Edging shall be performed at the same mowing frequency for all hard edges: walks, curbs, driveways, etc. during the mowing service.
- c. Edging shall be performed monthly for all soft edges: plant beds, tree rings, etc.

#### 4. Trimming

- a. Areas mutually agreed to be inaccessible to mowers shall be trimmed at the same day and the same frequency as mowing. If permitted, such areas can also be controlled by manual chemical means, as environmental conditions permit.

#### 5. Debris Removal

- a. Areas littered in the landscape maintenance process will be removed by hand, or power blown, as conditions permit and transported off site.

#### 6. Fertilization

- a. A preliminary turf fertilization specification and schedule shall be provided, however, the specifications, timing, rate of application and elementary composition can be adjusted according to actual agronomic condition existing at the time.

St. Augustine- as specified, three (3) times per year during the months of December, April, and September. The December and September fertilizer will be a Weed & Feed.

- b. All fertilizers shall be applied thoroughly to dry surfaces, and then watered in immediately following application.

### B. Plant Beds, Shrubs, Woody Ornamental, Ground Covers, Palms and Trees

#### 1. Pruning

- a. All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications, unless the Association requests otherwise.



- b. Trimming of shrubs and ornamental plants shall be performed monthly, 12 times per year. Cleaning out of all planting beds to remove unwanted weeds and grasses, sticks and debris will be performed with each trimming cycle. Pre and Post emergent herbicides will also be used for the control of unwanted weed growth. Weeds over 3” will be hand pulled. (Except for the perimeter hedge)
  - c. Pruning of all flowering shrubs shall be scheduled to prevent interference with flowering cycle or season.
  - d. Plants, hedges, shrubs and trees obstructing pedestrian or automobile traffic will be pruned as needed and will be maintained to 8’ in height.
  - e. Triton assumes no liability for any damages, including without limitation, consequential or inconsequential damages, arising from plant obstructions, provided such obstructions are not a result of Triton’s negligence.
  - f. Detailing of planted areas and pulling weeds in plant beds shall be performed with a frequency of a minimum of once every month, twelve (12) times per year.
2. Tree Care
- a. Palm tree trimming to be performed one (1) time per year
3. Palm Pruning
- a. All small palms not exceeding 8 feet in height shall be trimmed once each month during scheduled trim/pruning cycle.
4. Perimeter Hedge
- a. Will be trimmed quarterly (4) per year.

## **MAINTENANCE SERVICES AGREEMENT**

Maintenance Staffing: Two (2) Full-Time Experienced, Maintenance Technicians. Equipped with hand tools and phones, they will be assigned to the Association.

Triton will provide one (1) golf cart for use on-site.

Janitorial Staffing: Two (2) Full-Time Janitorial Staff will be assigned to the Association. (One at 40 hours a week and the second at 30 hours a week)

### **Building Maintenance Services**

1. Inspect common area, daily. Pick up and dispose of trash and debris.
2. Spraying of common area drives, walks, curb sidewalks, pavers, and other hard surface monthly or as needed to kill vegetation in cracks, etc., to provide a neat appearance.
3. General landscape maintenance to keep up with the overall appearance of the community as needed.
4. Perform minor handy-man services around the Association Property, such as minor plumbing, electrical, carpentry, pavement, cement, painting, and furniture repair. "Minor handy-man services" are defined as repairs that may be performed by on-site Triton personnel, without the need for a specific license, certification, or registration, or a building permit.
5. Repair of roadway potholes less than 2 feet in diameter.
6. Pressure clean common areas as needed, however, the cost for the rental of the equipment will be the responsibility of the Association.
7. All supplies for the services listed such as wood, metal, screws and hardware are to be paid for by the Association. The charge will be for direct costs with no mark-up.

### **Light Checks**

1. Perform visual light checks of buildings and replace bulbs as needed.
2. Perform necessary cleaning of common area fixtures as needed.
3. The Association is to be billed (no mark-up) for all new parts at time of repair.
4. All supplies for the services are to be paid for by the Association. The Association will be charged direct cost with no mark-up.
5. Reprogram timers as needed.

## **Irrigation**

1. On a monthly basis run and visually check each zone for proper operation. Adjust heads as appropriate and needed.
2. Spot check any dry areas daily.
3. Adhere to government restrictions pertaining to water use.
4. Reprogram timers as needed.
  
5. Adjust, clean, or repair all nozzles, spray patterns and valves for the proper operation of all sprinkler heads:
  - a. nozzles
  - b. spray patterns
6. All irrigation parts will be the responsibility of the Association.

The Association will be responsible for the following; pumps, motors, timers, valves, electric or pneumatic components and irrigation lines 3” and over. These items will be repaired or replaced by a licensed irrigation technician and billed on a time and material basis.

## **Janitorial Maintenance**

1. Inspect buildings, clubhouse, pools and grounds daily to remove debris such as bottles, cans, and paper, etc.
2. All breezeways, stairways, railings and walkways are to be vacuumed or blown clean.
3. Ceilings of breezeways will be swept to remove all insects, webs, nests, etc.
4. All unit doors, garbage shoots and utility doors will be wiped clean.
5. Dust fire extinguishers and/or fire extinguisher boxes.
6. Mailboxes will be wiped clean.
7. Doggie bags will be replaced as needed.
8. Light bulbs will be changed as needed. Fixtures will be cleaned when bulbs are changed. (Association to pay for cost of any specialty bulbs including energy efficient florescent.)
9. Utility rooms will be swept monthly.
10. Dumpsters will be deodorized with pine or citrus type deodorizer.
  - a. Note: If dumpsters are owned by trash hauler-- Triton is prohibited from cleaning the dumpsters.

## **Pool Area**

1. Align pool furniture and wipe clean
2. Empty trash and clean receptacles
3. Hose down pool deck and clubhouse walkways
4. Maintain water level in pool by adding or draining as needed
5. Brush and skim the pool daily or as needed.
6. Remove cobwebs and other dirt from building exterior wall and doors.

## **Men's and Ladies Bathrooms**

1. Empty wastebaskets and replace trash liners
2. Check and restock paper and soap products
3. Clean and disinfect commodes, urinals, showers and sinks.
4. Sweep and mop floors with proper disinfectant solution
5. Clean counter tops and mirrors.

## **Club House**

1. Clean all mirrors and glass
2. Sweep and mop tile floors
3. Vacuum carpeted areas
4. Dust all furniture and window ledges
5. Clean counter surfaces

If a hurricane watch is announced for the South Florida area, Triton will clear the pool deck of furniture. Triton will put furniture back after danger has cleared. Other on-site maintenance and janitorial staff will make every reasonable effort to secure the rest of the property and will return to the property once the danger has passed.

## **MISCELLANEOUS**

The Association will be responsible for the cost of all janitorial and maintenance supplies necessary to perform the services listed in this Agreement, other than those listed in the landscaping portion of this proposal. Triton shall purchase materials and supplies, expedite delivery and inspect for quality all items, which will be paid for by the Association. Triton will strictly adhere to the Association's purchasing policies. There will be **no-mark up** on any supplies purchased for the Association. Triton will assist the Association in establishing credit accounts as required.

## **EXCLUSIONS**

Acts of God such as storms, hurricanes, lightning, floods, drought, or governmental imposed water restrictions are specifically excluded from this Agreement. In the event of a named storm all personnel on-site will be utilized to secure the property and assist in the clean-up when it is safe to return to the property.

\* Note: The above specifications are intended to describe the general nature and level of work performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required. Additional duties may be added upon mutual written agreement between the Association and Triton. Triton retains the discretion to periodically review tasks as duties and responsibilities change with business necessity. Essential job functions as well as any other functions may be added at any time and are subject to modification at any time with notification of the Board of Directors.