

CONTRACT SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 3/29/23.

BETWEEN:

CARLTON HOUSE CONDOMINIUM ASSOCIATION, INC.

2701 S. Ocean Blvd  
Highland Beach, FL 33487

(the "Client")

- AND -

PropertyPop LLC  
2235 Allen Creek Rd  
West Palm Beach, FL 33411  
(the "Contractor")

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

**Services Rendered**

The Services provided by the Contractor will include **development of an Association Community Website** with the objective of **providing digital marketing exposure as well as allowing current and future residents to access Association information, files, announcements and photographs**. The amount due rendered by the Contractor will be in the amount of: \$99 per month maintenance fee, to be paid monthly via ACH automatic withdrawal, Credit Card payment or annually in advance by written check.

**Terms of Agreement**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for a twelve (12) month period.

### **Renewal**

This Agreement shall automatically renew for successive one-year periods (each a "Renewal Term").

### **Cancellation**

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 60-days written notice to the other Party.

### **Website Fees**

- ~~One-Time \$500 Initial Setup/Development Cost~~ \*Waived
- SSL Certificate: **Included**
- Website Hosting & Server Space: **Included**
- Custom Domain Name: **Included** (domain name 100% owned by the Client)
- Website Content Routine Cloud Backups: **Included**
- Website Security and Malware Scans: **Included**

### **Association Website Features:**

- Public Facing Homepage (show off amenities, community synopsis, clubhouse, etc.)
- Community Calendar/Events Bulletin
- Community Photo Gallery
- B.O.D. Page
- Direct Link to Pay Dues Online 24/7
- Protected eDocuments (Secure Gated Content)
- Streamlined Communication Contact Forms
- SSL Certificate
- Google Analytics
- SEO Package (for Marketing purposes)
- Ongoing Monthly Maintenance

### **Performance**

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

### **Currency**

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

Invoices submitted by the Contractor to the Client are due within 30 days of receipt.



### **On-Going Maintenance Fee Agreement**

On-going maintenance of the site includes one (1) hour per month to be put towards changes relating to the website's operations and security. Clients may elect to independently edit or update their web pages themselves via their own access credentials to the web property at no charge. During initial site development, Client may submit two rounds of site revisions to be completed at no additional charge. Further revisions may require fees at the below stated hourly rate.

**Contractor will update the website on an ongoing basis that includes, but is not limited to:**

- Updates to text, images, and other minor changes to Client's website pages.
- Upgrades to Client's content management system, including plugins, theme libraries and databases
- Uptime monitoring
- Recurring database backups
- New document uploads
- Regular security scans
- Malware scanning

If the Client wishes any additional work to be completed that is outside the standard monthly maintenance scope of work, additional fees may be applied at a rate of \$99 per hour. Any major website change requests require the approval of and written request of a member of the Board of Directors.

### **Reimbursement of Expenses**

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

All expenses must be pre-approved by the Client.

### **Penalties for Late Payment**

Any late payments will trigger a fee of 10% per month on the amount still owing.

### **Indemnification**

Client shall indemnify and hold harmless the Contractor (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all

related costs and expenses) incurred by the Contractor as a result of any claim, judgment, or adjudication against the Contractor related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to the Contractor (the "Client Content").

### **Confidentiality**

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

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Ownership of Intellectual Property**

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

Further, if a photography package has been requested by the association, all drone photography and video of the Association's property, and surrounding area created for the website is to be available and for use by the Association, not subject to any further fees or expenses if used on other media outlets.

Client agrees that the Contractor may put a byline on the bottom of their index.html or main.html Web page for establishing design and development credit. Client also agrees that the Web Site created for the Client may be included in the Contractor's portfolio.

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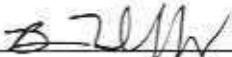
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By providing signature below, Client acknowledges that they have read and understand this Agreement and agree to be bound by its terms and conditions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal.

**CARLTON HOUSE CONDOMINIUM ASSOCIATION, INC.**

2701 S. Ocean Blvd  
Highland Beach, FL 33487

Per:  (Signature)

**BRIAN T. DUFFY**

**VICE PRESIDENT CARLTON HOUSE**

PropertyPop LLC (Contractor)

*Grant Marlowe*

Per: \_\_\_\_\_ (Signature)