

January 3, 2023

Bayside Lakes-Fairway Isles  
500 Morning Cove Cir.  
Palm Bay, FL 32909

**Re: Preventive Maintenance Plan**

This letter is to inform you that your preventive maintenance plan contract with Florida Door Control of Orlando, Inc. will expire on February 28, 2023. The new renewal amount for the agreement will be \$935.00 (annually) beginning March 2023.

If you would like to renew your preventive maintenance plan, please sign the bottom portion of this contract, and return the original to Florida Door Control of Orlando, Inc. You can email it to [billing@fdc.com](mailto:billing@fdc.com) or mail to address in the footer. If you have any questions, please call and we will be happy to assist you in any way we can. Our number is 321-254-8011, extension 23.

Sincerely,

*Florida Door Control Billing Team*

**COVERED EQUIPMENT:**

Quarterly Preventative Maintenance on:  
2 Elite CSW 200 Swing Gate Operators  
1 Elite Telephone Entry Unit  
5 Loops Saw Cut in Asphalt  
5 Loop Detectors  
2 Swing Gate Hinges  
1 Receiver  
1 SOS

Change of Information: Any changes to the onsite or billing information will be sent to Florida Door Control of Orlando (Inc) directly informing them of the changes.  
Customer Point of Contact for Contract.

Name: SARA LAJOINTE Agent Phone: 321-427-9406 Email: SARA.baysidemgmt@gmail.com  
 Yes, we want to continue service at \$935.00 [Annually].       No, we do not wish to continue service at this time.

[Signature] ] Customer Initials

**TERMS AND CONDITIONS**

**Terms of the Agreement:** The terms of this agreement shall be for the service contract period. Any federal, state, or local taxes shall be in addition to this agreement price, unless specifically stated, and shall be payable by the customer. Lapses in service agreement coverage may require an inspection by FDC and additional time and material charges to the customer to place the equipment into good working condition. All services provided under this agreement will be conducted during FDC's normal business hours. FDC business hours are Monday to Friday 8am until 4:30pm. Services provided outside of these hours would be an emergency service callout.

The Service Agreement will commence upon receipt of the following: fully executed service agreement document- furnished by Florida Door Control of Orlando, Inc. (FDC) and payment for the annual contract. Any other payment plan must be approved by the company.

**Confidentiality Obligations:** Client and Florida Door Control shall each (i) hold the Confidential Information (as defined below) of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement or any Work Schedule. Each party shall disclose the Confidential Information of the other only to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section.

**Plan Options:**

A. **Platinum Service Plan:** FDC will provide preventative maintenance as indicated on this agreement, corrective maintenance upon customer request to repair equipment malfunctions, and all parts to affect equipment repair. All parts will be furnished on an exchange basis and the replaced parts will become the property of FDC. Replaced parts will be new or refurbished parts of similar quality.

B. **Gold Service Plan:** FDC will provide preventative maintenance as indicated on this agreement, corrective maintenance upon customer request to repair equipment malfunctions. Parts are not included in the Gold Service Plan and shall be billed separately at FDC's current parts pricing.

C. Preventive maintenance is to be performed at scheduled times and includes inspection, cleaning, adjustment.

D. Emergency Service calls are NOT included in any service plan. Each Emergency service call will be chargeable.

**Responsibilities of the Customer:**

A. Customer agrees to obtain and pay for any permits and licenses, and discharge any fines imposed by any governmental agency or body relating to any equipment covered by this agreement.

B. Customer agrees to give FDC full and free access to equipment covered in this agreement.

C. Customer agrees to keep current backups of all sensitive data and programs.

**Exclusions:** This service agreement does not include labor, travel or parts if the equipment is damaged due to burglary, storm, fire, flood, war, riot, earthquake, civil commotion, vehicle strike other acts of God, abuse, or misuse of the equipment. Furthermore, if equipment is being used for purposes other than its intended use and/or design or service is provided by other than FDC personnel, FDC will be relieved of its responsibilities under this agreement. If equipment covered under this agreement becomes obsolete, or if repair parts become unavailable, FDC will submit to the customer a cost estimate for replacement. If in the event the customer does not authorize the additional cost for replacement, FDC may terminate the portion of the agreement that covers the affected equipment. This service agreement does not include relocation of equipment, removal and replacement for remodeling, or rental charges for lifts and scaffolding necessary to access equipment covered in this agreement. Removal and re-installation of brick pavers for the purpose of replacing in-ground loops, repairing telephone line beyond the demarcation point, and repair of electrical branch circuits is not covered under this agreement. In ground loop damage caused by disintegration or deterioration of the road surface or road base is not covered by this agreement. Landscaping, moving or trimming of trees and plants is not covered by this agreement including damage to sprinkler systems. Treatment for pests, insects, and rodents is not covered by this agreement. Shipping that is not regular over ground delivery will be charged the full cost of shipping.

**Limitation of Liability:** FDC shall not be liable for any damage or loss resulting from failure of the equipment to function properly. No warranties, expressed or implied, are made by FDC except as herein expressed and in no event shall FDC be liable for any special incidental or consequential damages for any reason whatsoever. FDC will not be responsible for failure or delays, or the consequences of the failure or delay, in providing service under this agreement by circumstances beyond FDC's reasonable control. If FDC fails to perform hereunder, the customer's sole remedy is to terminate this agreement. This service agreement shall be governed by and construed under the laws of the State of Florida. Customer agrees that any action to enforce this agreement must be brought in the courts of the State of Florida and must be brought no later than one (1) year after the alleged cause of action occurs.

**Auto-Renewal of Contract:** Unless specified 60 days before the end of the contract the contract will automatically renew. This may be at the agreed higher rate.

**Force Majeure:** Neither party hereto shall be deemed in default of any Service Agreement or these General Terms and Conditions to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party (each, a "Force Majeure Event").

CUSTOMER SIGNATURE: William Ridgeon

TITLE: President

CUSTOMER PRINT NAME: William Ridgeon

DATE: 4/24/23

By signing I acknowledge and accept the T&C as shown above

FDC OFFICER SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_