



SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Kings III of America, LLC dba Kings III Emergency Communications, 751 Canyon Drive, Suite 100, Coppell, TX 75019 (hereinafter "Kings III"), AND Ninth Fairway Condominium at Green Dolphin Park Inc (hereinafter "Client").

INSTALLATION/SERVICE LOCATION:	BILLING INFORMATION: <input type="checkbox"/> (Same as Installation)
Project / Building Name: <u>9th Fairway Condo at Green Dolphin Pk</u>	Project / Building Name: _____
Street Address: <u>1700, 1800, 1900 Golfview Dr</u>	Street Address: _____
City: <u>Tarpon Springs</u> State: <u>FL</u> ZIP: <u>34689</u>	City: _____ State: _____ ZIP: _____
Phone: <u>(727) 726-8000</u> Fax: <u>(727) 723-1101</u>	Electronic Billing Email: <u>svignery@ameritechmail.com</u>

1. SERVICES

- 1.1 Equipment: Kings III agrees to provide the equipment detailed in Section 3. below, as part of the monitoring, maintenance and dispatch services, collectively the Services. If no equipment is listed, none is provided by Kings III.
- 1.2 Services Selection and Associated Fees:

Pricing Option (Select One)	Connection Fee	Monthly Services Fee	Installation Fee
<input type="radio"/> Standard Option (+ applicable tax)	\$ 1005.00	\$ 132.00	\$ 0.00
<input type="radio"/> \$0 Down Option (+ applicable tax)	\$ 0.00	\$ 171.00	\$ 0.00

- 1.3 If Kings III cannot locate a telephone line to seize/utilize and our cellular option was not originally selected, Client hereby authorizes Kings III to install its SkyLine technology for an additional amount PER UNIT based on the Pricing Option Client selected in 1.2 above. Standard Option-\$150 Connection Fee plus \$11/mo. OR \$0 Down Option-\$17/Mo for Elevator Phones and Standard Option-\$80 Connection Fee plus \$8/mo. OR \$0 Down Option-\$11/Mo for Pool Phones.
- 1.4 Equipment ownership remains with Kings III.

2. TERMS OF THIS AGREEMENT

- 2.1 The primary term of this Agreement shall be for a period of One(1) Year from the date of the first billing ("Primary Term"). This Agreement shall automatically renew for a Three(3) Years period at the end of such primary term ("Renewal Term") or any Renewal Term thereafter unless Client shall have written notice to Kings III Ninety(90) Days before the end of any Primary or Renewal Term. There will be a \$150.00 early termination fee for each phone cancelled within twelve (12) months of its installation date.
- 2.2 Payments are to be payable Quarterly in advance. Connection fees are due upon completion of installation.

3. EQUIPMENT TO BE INSTALLED

Product Name	Product Description	Quantity
Elevator w/ Skyline-Turnkey	Handsfree Behind the Return	3.00

4. EMERGENCY NOTIFICATION LIST (At Least Two Contacts Required)

	Name	(Area Code) & Number	Email
Call 1 st :	<u>Right Way Elevator</u>	<u>727-686-6955</u>	_____
	<i>(Recommend Entering Elevator Company's Name & Phone Number)</i>		
Call 2 nd :	<u>Ameri-Tech Community Mgmt</u>	<u>727-726-8000</u>	_____
Call 3 rd :	<u>Scott Vignery</u>	<u>727-224-4676</u>	<u>svignery@ameritechmail.com</u>

sole expense.

23. TITLE CLAUSE

23.1 Paragraph titles used in this Agreement are for reference only and are not to be construed as governing the construction of the specific provisions of this Agreement.

24. PAYMENTS AND DELINQUENCIES

24.1 Payment shall be due as indicated on the front hereof. Kings III reserves the right to charge either Late Fees or Interest on all amounts more than thirty (30) days past due at the maximum allowable rate under applicable law. All payments shall be due and payable at Kings III's corporate offices first written above. If the Services are disconnected because of Client's past due balance, and if Client desires to have The Services reactivated, Client agrees to pay in advance to Kings III a reconnect charge to be fixed by Kings III at a reasonable amount.

25. ENTIRE AGREEMENT/MODIFICATION/WAIVER/MISCELLANEOUS/GOVERNING LAW

25.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of the providing of all services detailed in Sections 1 and 3. This Agreement can be modified only in writing, signed by the parties or their duly authorized agent. No waiver or a breach of any term of this Agreement shall be construed to be a waiver of any succeeding breach.

25.2 If the Primary Term or the last Renewal Term has expired, but the Services are still being performed by Kings III on behalf of Client, then all terms and conditions set forth in this Agreement will remain in full force and effect until the Services are terminated by either party upon not less than thirty (30) days written notice from one party to the other.

25.3 The laws of the state of Texas govern the validity, enforceability, and interpretation of this Agreement.

26. SEVERABILITY

26.1 The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

CLIENT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THIS PAGE AND THE PRECEDING PAGES OF THIS AGREEMENT AND ANY EXHIBITS, SCHEDULES OR ADENDA OR AMENDMENTS AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement this _____ day of July, 2021.

Client:

Kings III of America, LLC

By:

Scott Vignery

By:

Name:

Name:

Title:

Manager

Title:

Date:

7/19/2021

Date:

This Agreement shall not be binding upon Kings III unless approved in writing by an authorized Manager of Kings III. In the event of non-approval, the sole liability of Kings III shall be to refund to Client the amount that has been paid to Kings III by Client upon execution of this Agreement.