MAJESTIC ISLES
Thursday,September 19th, 2024
10:30am – CLUBHOUSE/ZOOM MEETING

BOARD OF DIRECTORS MEETING

AGENDA

1) Call to Order

2) Establish a quorum – Roll Call

3) Approval of Minutes

a) Meeting of June 20th, 2024 board minutes

4) Officer Reports

a) President's Report

b) Treasurer's Report

5) Management Report

6) Committee Reports

a) COBWRA

b) Security

c) Grounds

d) Clubhouse

e) ARC

f) Recreation

g) New Neighbors

h) Entertainment

I) Governing Documents

7) Old Business-N/A

8) New Business

~~Violation Log #414~~

ARC Boral tile roof only within community.

Conversion marketing 2750 year for website maintenance.

Fitness Class

M and P pool area cleanup landscaping-

M and P front entrance

Ratify-

Lake doctors replace airline house in lake behind grand harbour.

1,655.29

Continue to only offer 5 fitness classes per week

Point Of Interest

9) Good and Welfare

10) Adjournment

MAJESTIC Isles

MAJESTIC ISLES
June 20h, 2024

BOARD OF DIRECTOR MEETING MINUTES

CALL TO ORDER:

Ellen Nelson called the meeting to order at 10:35AM

BOARD MEMBERS PRESENT:

Ellen Nelson – President
Mark Jaffie– 1st Vice President
Irene Weinstein– 2nd Vice President /Treasurer
Al Stevens- Secretary
Abby Polin- Member at Large(Online)
Charlie Senders-Member at Large
Arline Rutsky- Member at Large

Roll Call & Certification of Quorum: Present

REPRESENTING CASTLE MANAGEMENT:
Jay Peskoff, LCAM - Property Manager
Priscilla Nieves-Not available

Approval of Minutes-

Board Meeting of May 16th, 2024

Old Business-

N/A

New Business-

.

A motion was made by Ellen Nelson to approve Karl Pruett Inc. sidewalk company to grid and replace within community at a cost of 4888.00 . Seconded by Mark J. **This motion was approved 7 to 0.**

A motion was made by Al stevens to approve sidewalk griner for 968.00 grinder for under 1000 . Seconded by Irene W. **This motion was approved 7 to 0.**

A motion was made by Al Stevens to approve replacement of flowers for 5k two times a year. Seconded by Mark J. **This motion was approved 7 to 0.**

Ratify-

A motion was made by Al Stevens to ratify reroute of pipe near 5820 seashell for 2400.00 . Seconded by Ellen Nelson. **This motion was approved 7 to 0.**

Points of Interest

ADJOURNMENT:

With no further business to address, Ellen Nelson made a motion to adjourn the meeting at 11:15 am

Motion was seconded by Mark. Meeting Adjourned.

Approved by Alan Stevens Date 6/20/2024

Respectfully submitted by,
Jay Peskoff ,LCAM
Property Manager
Majestic Isles

Majestic Isles Association, Inc.
c/o Castle Management, LLC.
10860 Imperial Seas Blvd.
Boynton Beach, FL, 33437-4280

June 19, 2024

MKSPLN 5653 02
Vlad Wood
5653 Swaying Palm Lane
Boynton Beach FL 33437

RE: First Notice of Deficiency - 5653 Swaying Palm Lane

Dear Vlad Wood & Mary Giller:

Occasionally a deficiency may be noted at an individual residence but we have found in most cases that the homeowners were not aware that a problem existed.

With respect to your property, it was noted that the following action requires your attention within 28 days of the date of this letter to meet the guidelines for the community.

BOAT IN GARAGE

No motorcycle, trailer, recreational vehicle, boat, camper or other vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the Board, shall be permitted on any portion of the Property except for trucks furnishing goods and services during the hours 9:00am to 6:00pm and except as the Association may designate for such use by appropriate rules and reguns. No tents, commercial vehicles, vehicles with a commercial sign on latiothe vehicle, temporary buildings or stru es are ctur permitted.

The board will be doing inspections to check to see if Boat was removed

If you have already attended to this matter, or you feel that you may require additional time or assistance in this matter, please contact Resident Services at 800-337-5850.

Thank you for your help in enhancing the appeal of the community.
Respectfully,

Board of Directors
Majestic Isles Association, Inc.

Lot # 445

Conversion MARKETING

July 30, 2024

Overview

Conversion Marketing will continue to maintain and update the current Majestic Isles website. In addition to ensuring the website maintained and running 24/7, Conversion Marketing will update text, photos, media and other content as provided by the client.

Timing

Annual contract running from January 1, 2025 through December 31, 2025.

Scope and Responsibilities

This Scope of Work (SOW) includes all the necessary resources to maintain and update the Majestic Isles website which is currently hosted on WordPress and uses Elementor as the primary design tools.

The following services are included in this SOW:

- Website design and development for updating existing content and adding new features, functions and media content as needed.
- Back-end technical support to maintain and update website plug-ins and functionality.
- Implementing regular updates and installations from Wordpress and Elementor to ensure optimal website performance.
- Website content formatting, uploading and posting to support new features and the latest information from Majestic Isles.
- Quarterly back-end clean-up to remove unused or dated photos, documents and other content to streamline and improve website performance.

Fees & Payments

Conversion Marketing will provide all services and support in this SOW for a term of twelve (12) months at a rate of $2,750.00. Any optional services or additional expenses will be billed to the client (with prior approval) as per this contract. Client to be on January 1, 2025, with payment terms of Net 30.

At the end of each month, Conversion Marketing will provide a detailed summary of the work completed and any outstanding requests from the client.

Conversion
MARKETING

Terms & Conditions

This is a mutual agreement between us, Conversion Agile Marketing, LLC (Supplier) and you, Majestic Isles (Customer).

You, Majestic Isles, located at 10860 Imperial Seas Blvd, Boynton Beach, FL 33437, are hiring us, Conversion Agile Marketing, located at 88 Woodcrest Drive, Woodcliff Lake, NJ 0767, to provide services as defined in this agreement.

Majestic Isles agrees to pay Conversion Agile Marketing $2,750 for the one-year contract outlined in this Scope of Work and agreement.

As our client, you have the power and ability to enter this contract on behalf of your company or organization. You agree to provide us with everything that we'll need to deliver the work outlined in this agreement– including background information, access to executives/ experts, internal presentations, and other information as required.

We have the experience and ability to perform these services, and we will carry them out in a professional and timely manner. Along the way, we will endeavor to meet all the deadlines set, but we can't be responsible for a missed launch date or a deadline if the client has been late in supplying materials or has not approved or signed off by the agreed-upon milestones and deadlines.

Conversion
MARKETING

Agreement

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located in Palm Beach County, Florida.

In the event of any dispute, contest, arbitration or litigation between the parties hereto, the prevailing party in such dispute, contest, arbitration or litigation shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings.

Authorizing this Statement of Work requires a signature below.

Matt Berry	Ellen Nelson
CEO	Board President
Conversion Agile Marketing	Majestic Isles
Date	Date

PPP1553983C
Renewal of Number

POLICY DECLARATIONS

No. PPP1553983D

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

Customer Copy
Direct Bill Policy

NAMED INSURED AND ADDRESS:

CONVERSION AGILE MARKETING, LLC
88 WOODCREST DRIVE
WOODCLIFF LAKE, NJ 07677

POLICY PERIOD: (MO. DAY YR.) From: 05/24/2023 To: 05/24/2024

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Advertising Agency, Marketing Consultant, Public Relations

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Commercial Liability Coverage Part	$440.00
Specified Professions Professional Liability Errors And Omissions Coverage Part	$2,948.00
Wholesaler Broker Fee	$75.00
TOTAL:	**$3,463.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **APOGEE INSURANCE GROUP - A DIV. OF GATEWAY UNDERWRITERS AGENCY (1684)**
P.O. Box 6640
Wayne, PA 19087

Broker: Consolidated HR Services, Inc.
303 Molnar Dr
Elmwood Park, NJ 07407

Issued: **05/25/2023 1:20 PM**

By: _____
Authorized Representative

UPD (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. PPP1553983D

Effective Date: **05/24/2023**
12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

Endt#	*Revised*	*Description of Endorsements*
CG2620	10/93	New Jersey Changes - Loss Information
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0141	09/08	New Jersey Changes - Civil Union
IL0208	09/07	New Jersey Changes - Cancellation And Nonrenewal
Jacket	07/19	Policy Jacket
L-526	01/15	Absolute War Or Terrorism Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement

The following forms apply to the Commercial Liability coverage part

Endt#	*Revised*	*Description of Endorsements*
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2138	11/85	Exclusion - Personal And Advertising Injury
CG2147	12/07	Employment-Related Practices Exclusion
CG2238	07/98	Excl - Fiduciary Or Representative Liability Of Financial Institutions
L 806	07/16	Exclusion - Access or Disclosure or Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included
L-526	01/15	Absolute War Or Terrorism Exclusion
L-599NJ	04/15	Absolute Exclusion For Pollution, Organic Pathogen, Silica And Asbestos
L-728 SP	05/18	Limits of Insurance Under Multiple Coverage Forms
L-783	02/14	Amendment Of Liquor Liability Exclusion
Notice-Unmanned Aircraft–GL	05/16	Advisory Notice To Policyholders

The following forms apply to the Specified Professions Professional Liability Errors And Omissions coverage part

Endt#	*Revised*	*Description of Endorsements*
PROF-001	06/01	Absolute Pollution Exclusion - Professional
SP	07/09	Specified Professions Professional Liability Coverage Form
SP 210	07/09	Retroactive Date Endorsement
SP 212	07/09	Amendment Of Definition Of Insured Endorsement
SP 213	07/09	Computer Consultants Endorsement
SP 215	07/09	Marketing Consultant Endorsement
SP 248	07/09	Reprinting Costs Exclusion

EXTENSION OF DECLARATIONS

Policy No. PPP1553983D

Effective Date: **05/24/2023**
12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

SP 271	07/09	Intellectual Property Endorsement
SP 283	04/13	Pro Security Endorsement
SP 287 NJ	03/13	Amendment of Exclusion Endorsement
SP 298	12/17	Privacy Breach and Defense of Regulatory Claims Endorsement
SP NJ	07/09	New Jersey State Amendatory Endorsement

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. PPP1553983D

Effective Date: 05/24/2023
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	**$1,000,000**
Personal & Advertising Injury Limit (Any One Person/Organization)	**Excluded**
Medical Expense (Any One Person)	**$10,000**
Damages To Premises Rented To You (Any One Premises)	**$300,000**
Products/Completed Operations Aggregate Limit	**Included**
General Aggregate Limit	**$2,000,000**

LIABILITY DEDUCTIBLE **$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	*Address*	*Territory*
1	88 Woodcrest Drive, Woodcliff Lake, NJ 07677	015

PREMIUM COMPUTATION

				Rate		Advance Premium	
Loc	*Classification*	*Code No.*	*Premium Basis*	*Pr/Co*	*All Other*	*Pr/Co*	*All Other*
1	Advertising Agency - For Specified Professions	41677	5 Per Principals/Partners/E	Included	88.000	Included	$440
1	Marketing Consultant - For Specified Professions	41677	5 Per Principals/Partners/E	Included	0.000	Included	Included
1	Public Relations Consultant - For Specified Professions	41677	5 Per Principals/Partners/E	Included	0.000	Included	Included

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: $440

MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY ERRORS & OMISSIONS COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

No. PPP1553983D

Effective Date: **05/24/2023**
12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS

CONVERSION AGILE MARKETING, LLC
88 WOODCREST DRIVE
WOODCLIFF LAKE, NJ 07677

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 05/24/2023 To: 05/24/2024

Specified Professions Professional Liability

ITEM III. LIMITS OF LIABILITY	$1,000,000	EACH CLAIM
	$1,000,000	ANNUAL AGGREGATE
ITEM IV. DEDUCTIBLE:	$0	EACH CLAIM
ITEM V. PREMIUM:	$2,948	
ITEM VI. RETROACTIVE DATE:	05/24/2019	

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

ITEM VIII. Solely in the performance of Professional Services as a(n) **Advertising Agency, Marketing Consultant, Public Relations Consultant** for others for a fee.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Conversion Agile Marketing, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

88 Woodcrest Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Woodcliff Lake, NJ 07677

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	6	6	8	7	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Matt D | **Date** ▶ 9/27/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

M&P Services
P.O. Box 481471
Delray Beach, Fl 33448
P:561-498-4125 F:561-498-4116
Email: mpserv150@aol.com

Proposal

Date	Estimate #
9/5/2024	3161

Customer:

Majestic Isles Association
10860 Imperial Seas Blvd.
Boyonton Beach, Fl 33437

W.O. Number

Description	Qty	Cost	Total
Clubhouse Pool area - trim back Areca Palms and take out tall stalks		0.00	0.00
Labor per hour 4 men	8	180.00	1,440.00
haul away and dump trash	2	150.00	300.00
		Total	$1,740.00

Customer Signature _____

M&P Services
P.O. Box 481471
Delray Beach, Fl 33448
P:561-498-4125 F:561-498-4116
Email: mpserv150@aol.com

Proposal

Date	Estimate #
8/28/2024	3153

Customer:

Majestic Isles Association
10860 Imperial Seas Blvd.
Boyonton Beach, Fl 33437

W.O. Number

Description	Qty	Cost	Total
at entry island behind guardhouse where gate arms are remove existing old shrubs except Beaugainvilla and replace with following		0.00	0.00
install black rubber edging and stone where guard parks his car. Edging and stone same 3/4 brown river rock	1	280.00	280.00
install a row of pringles podocarpus behind stone	20	17.00	340.00
Install one small variegated agave with a ring of stone around it in middle	1	80.00	80.00
install vinca Punch behind agave to fill	40	2.50	100.00
Install juniper blue pacific by Beaugainvilla to fill	24	15.00	360.00
Mulch bags	12	5.00	60.00
weed barrier under stoned area	1	25.00	25.00
Planting soil yards	1	80.00	80.00
dump trash and old soil	1	75.00	75.00
Labor	1	640.00	640.00
		Total	$2,040.00

Customer Signature _____

Dania Beach Office
1200 Stirling Rd Suite 5A
Dania Beach, FL 33004
(954) 565-7488
ftlauderdale@lakedoctors.com
www.lakedoctors.com

The Lake Doctors, Inc.
Aquatic Management Services®

SERVICE ORDER

SALES REP. LUCIANI

ACCOUNT/SITE Majestic Isles	ACCOUNT # 731044
BILLING NAME Majestic Isles	DATE 7/18/24
BILLING ADDRESS 10860 Imperial Seas Blvd, Boynton Beach	COUNTY #
CONTACT Jay Peskoff	PHONE # 5614240952
EMAIL ADDRESS jpeskoff@castlegroup.com	Email Invoice: Y (●) N ( )
PO#	MANUFACTURER: AQM ( ) AES ( ) KAS ( ) LF ( ) OA ( ) OTT ( ) AQC ( ) ARM (●) ODS ( )

SERVICE REQUEST Aeration System not working properly

NOTES Troubleshooting completed.

QTY	UNIT	DESCRIPTION	PRICE	EXTENDED
1	1	Airmax ProAir 4 Stick Complete Diffuser	285.00	285.00
1	1	400' of 5/8" weighted airline hose	725.00	725.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

PARTS TOTAL	$ 1,010.00
LABOR	$ 350.00
FREIGHT	$ 187.00
SUBTOTAL	$ 1,547.00
7.000% STATE SALES TAX	$ 108.29
TOTAL	$ 1,655.29

SERVICED BY: _____

SERVICE DATE: _____

WORK AUTHORIZED BY: _____

CUSTOMER SIGNATURE M Peskoff VP — DATE 7/18/24

The terms and conditions appearing on the reverse side, form an integral part of this Service Order, and CUSTOMER hereby acknowledges that he/she has read and is familiar with the contents thereof.
Pricing is valid thirty (30) days from date of quotation.

Terms & Conditions
Service Order

1. A 50% deposit shall be due payable upon execution of this Service Order should the total cost be over $1,000.00. The balance shall be payable upon installation, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Service Order. The CUSTOMER acknowledges that this service order is executed in the state in which THE LAKE DOCTORS office conducting the work resides and therefore THE LAKE DOCTORS is not responsible for the payment of any out-of-state taxes except as required by law.

2. THE LAKE DOCTORS agrees to install and/or repair within a minimum of fifteen (15) business days from the later of the deposit payment date, or date of the executed Service Order. If service is needed within five (5) business days at the time of the executed Service Order, CUSTOMER will be subject to an additional rate. The offer contained herein is withdrawn and this Service Order shall have no further force effective thirty (30) days from the date of quotation.

3. Equipment/parts sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.

4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in pools or bodies of water in which electrical equipment has been installed. Posted notice is advised.

5. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.

6. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.

7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient materials, or by other force majeure condition (whether or not of the same class or kind of those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

8. THE LAKE DOCTORS, at its expense, shall maintain the following insurance coverage: a) worker's compensation with statutory limits, b) automobile and watercraft liability, and c) comprehensive general liability, including products liability and completed operations. Customers requesting to be named as additional insured or requesting hold harmless statements may be billed an additional amount to cover the cost of providing such additional coverage. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.

9. This Service Order is not assignable by either party.

10. Termination of Service Order in writing by CUSTOMER after initiation of Service Order will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.

11. Quotations are made and orders accepted on a firm price basis provided CUSTOMER authorizes shipment and delivery within a period of ten (10) business days after execution of Service Order.

12. Special or custom orders are not returnable for credit. A special or custom order is defined by THE LAKE DOCTORS as any order deviating form, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.

13. CUSTOMER warrants that he or she is authorized to execute the Service Order on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.

14. THE LAKE DOCTORS reserve the right to impose a service charge of 1 ½ percent per month on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.

15. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Service Order, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.

16. This Service Order constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.

17. THE LAKE DOCTORS or CUSTOMER may cancel this agreement with or without cause by 30-day written notice.

® THE LAKE DOCTORS, INC.