

LAKE NONA SERVICES

Simple. Reliable. Trusted.

Service Provider Terms & Conditions

I. RECITALS

Whereas, Lake Nona Services provides advertising for service providers in the Lake Nona Orlando area;

Whereas, Service Provider desires to enter into an agreement with Lake Nona Services;

Now, Therefore, in consideration for the promises and mutual covenants and promises hereinafter contained, Lake Nona Services and Service Provider agree as follows:

II. TERMS

A. To be listed on LakeNonaServices.com, Service Providers are required to: Complete the Application Lake Nona Services application process; Pass a background check conducted by the staff of Lake Nona Services; Pay a monthly service fee, after promotional trial periods expire, in accordance with the pricing guidelines agreed upon at the time of service initiation; Abide by the terms outlined in the Service Provider Agreement; agree to the terms and conditions outlined in this document.

B. To begin the background check process, the company application must be completed in accordance with the instructions listed on the application. The name that appears on this application should be the exact name of the business/corporation. If the application is signed by anyone other than a president, general partner, secretary or anyone authorized to bind the corporation/business, proof of authority of the authorized representative shall be submitted satisfactory of the owner. Lake Nona Services is not responsible or liable from any issue related to any falsified information pertaining to the authorized representative or their documentation. Lake Nona Services reserves the right to reject any and/or all application(s) for any reason under the sole discretion of the Lake Nona Services staff.

C. Lake Nona Services reserves the right to add or remove any listing and/or Service Provider as well as limit and/or add to the number of Service Providers per discipline at its own discretion. The Service Provider acknowledges that more than one (1) company can be listed for a particular service and the company listing order is determined by the staff at Lake Nona Services. Service provider hereby releases Lake Nona Services from any damages alleged to be caused by Lake Nona Services' removal of any Service Provider from LakeNonaServices.com.

D. The Service Provider should have adequate revenues in reserve to cover any potential work related to Lake Nona Services. Any damages to property, equipment, facilities, or any other damage of any kind related to the work performed caused by the Service Provider or any representative/subcontractors of the Service Provider shall be the responsibility of the Service Provider and remedied by the Service Provider. The Service Provider shall reimburse the owner of the damaged property, equipment, facilities or any other damage of any kind from work performed for any cost of repair and/or shall replace any equipment of property damaged beyond reasonable repair. The Service Provider is responsible for any damages resulting from his operations. The Service Provider is responsible for all subcontractors utilized in any work performed and any damages caused by the subcontractor. The Service Provider is also responsible for the protection of the public and all persons on all public or private property. The Service Provider shall comply with all local, state, federal regulations. This includes environmental regulations or otherwise.

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E. Lake Nona Services reserves the right to obtain/solicit any and all documentation necessary to verify that the Service Provider is meeting any and/or all requirements. This includes, but is not limited to background checks, valid licensing, financial certification, insurance coverage, bond not limited to any or all credit reports, criminal coverage, and any other information deemed relevant by Lake Nona Services and to remove the name of the service provider/contractor who fails to maintain compliance with all requirements in this document including Lake Nona Services Service Provider Agreement. Lake Nona Services reserves the right check references provided or not provided by the Service Provider about their current and/or past experiences associated with the Service Provider. Service Providers that fail to maintain compliance with Lake Nona Service standards can be removed from Lake Nona Services listing at any time.

III. MISCELLANEOUS PROVISIONS

A. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the Party to whom notice is to be given, (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below, provided that telephonic confirmation of receipt is obtained promptly after completion of transmission, (c) on the day after delivery to a nationally recognized overnight courier service or the Express Mail service maintained by the United States Postal Service, or (d) on the fifth (5th) day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and addressed as follows:

If to Lake Nona Services, to:

Lake Nona Services
1969 S. Alafaya Trail, Suite 173
Orlando, FL 32828-8732

If to Service Provider, to: the business address provided in the application process

Any Party may change its address for the purpose of this paragraph by giving the other Party written notice of their new address in the manner set forth above.

B. Headings. The Article and Section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

C. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event that an ambiguity or a question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

D. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions

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hereof that can be given effect without the invalid or unenforceable provision, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement has been executed without such invalid or unenforceable provisions.

E. Entire Agreement. This Agreement contains the entire understanding among the Parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to those transactions.

F. Amendments and Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

G. Parties In Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective successors and permitted assigns.

H. Assignment. No party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

I. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the non-exclusive jurisdiction of the courts of the State of Florida for the adjudication of any matters arising under or in connection with this Agreement.

J. Counterparts. This Agreement may be executed in any number of facsimiled or originally signed counterparts with the same effect as if each of the parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

K. Independent Company Relationship. Lake Nona Services and Service Provider understand and agree that Service Provide is, and shall at all times be, an independent company with respect to the relationship with Lake Nona Services created by this Agreement or otherwise, and neither Service Provider nor any person providing services for it hereunder or in connection herewith shall be considered to be an employee of Lake Nona Services. Service Provider further acknowledges and agrees that it or its employees are not entitled to workers compensation benefits from Lake Nona Services.

M. Headings; Pronouns. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

N. Indemnification and Hold Harmless. To the fullest extent permitted by Florida Law, Service Provider shall defend, indemnify and hold harmless LakeNonaServices and its employees and agents from and against all claims, damages, causes of action, losses and expenses, including attorney's fees, arising out of or resulting from the performance of any work performed by the Service Provider, provided that such

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claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by a negligent act or omission of Service Provider or any of his subcontractors, anyone directly or indirectly employed by any of them or for anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

The indemnification obligations set forth in this Agreement are independent of, and will not be limited by, any insurance obligations in the Agreement or damages or benefits payable under workers' compensation or other statutes. The indemnification provisions in this Agreement shall include all applicable law affecting the validity or enforceability of these provisions, and the applicable law will operate to amend those provisions to the minimum extent necessary to bring the provisions into conformity with the applicable law. The provisions, as modified, shall continue in full force and effect.

O. Attorney Fees. If either party shall be in default of any provision of this Agreement, and such breach shall result in any loss or damage to the other party, then the defaulting party shall pay the other party for such loss or damage, including all reasonable attorney fees incurred by the non-defaulting party.

P. Insurance. Service Provider shall maintain with insurers licensed to do business in the State of Florida, the insurance coverage required by the State of Florida at its sole cost and expense, commencing on the date the Agreement is signed.

The coverage provided shall not exclude from coverage allegations of the negligence, strict liability, or gross negligence, whether sole or otherwise of the Insured Parties. If the Service Provider engages any sub-contractors or independent contractors to complete or perform any work, the Service Provider is responsible for maintaining evidence that all of the subcontractors or independent contractors are compliant and maintaining the required insurance as though they were parties to the Agreement.

Q. Authorization. Lake Nona Services represents and warrants that it has obtained all requisite authorizations and approvals necessary to bind Lake Nona Services to the terms of this Agreement. Service Provider represents and warrants that it has obtained all requisite authorizations and approvals necessary to bind Service Provider to the terms of this Agreement.

IN WITNESS HEREOF, this Agreement has been duly executed and delivered by Lake Nona Services and Service Provider as of the date of the application submission.