



**NEWFIELD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MARTIN COUNTY**

**REGULAR BOARD MEETING  
FEBRUARY 26, 2026  
9:30 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.newfieldcdd.org](http://www.newfieldcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**NEWFIELD**  
**COMMUNITY DEVELOPMENT DISTRICT**  
1050 SW Prairie Avenue  
Palm City, Florida 34990  
Conference Call (800) 743-4099 Access #9363638  
**REGULAR BOARD MEETING**  
February 26, 2025  
9:30 A.M.

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Publication Date  
2026-02-16

Subcategory  
Miscellaneous Notices

NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

The Board of Supervisors (Board) of the Newfield Community Development District (District) will hold a Regular Board of Supervisors Meeting (Meeting) on February 26, 2026, at 9:30 a.m. at 1050 SW Prairie Avenue, Palm City, Florida 34990, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours, or by visiting the Districts website at [www.newfieldcdd.org](http://www.newfieldcdd.org).

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Stephanie Brown  
District Manager

NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT

[www.newfieldcdd.org](http://www.newfieldcdd.org)

PUBLISH: STUART NEWS

02/16/26#12078613

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 29, 2025**

**A. CALL TO ORDER**

The October 29, 2025, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:30 a.m. at 1050 SW Prairie Avenue, Palm City, Florida 34990.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Stuart News* on October 17, 2025, as legally required.

**C. CONSIDER APPOINTMENT TO BOARD VACANCY**

Mr. Read nominated Tony Piscopo to the Newfield CDD Board of Supervisors.

A **motion** was made by Mr. Read, seconded by Ms. Walsh appointing Tony Piscopo to the Newfield CDD Board of Supervisors-Seat 1. The **motion** passed unanimously.

**D. ESTABLISH QUORUM**

A quorum was established with the following Supervisors in attendance: Jonas Read, Celine Walsh and Jose Becerra.

Also in attendance were: District Manager Stephanie Brown of Special District Services, Inc.; District Manager Andrew Karmeris of Special District Services, Inc (via phone); and District Counsel Bennett Davenport of Kutak Rock LLP (via phone).

**E. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**F. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**G. APPROVAL OF MINUTES**

**1. May 28, 2025, Regular Board Meeting**

The May 28, 2025, Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Read, seconded by Mr. Becerra approving the minutes of the May 28, 2025, Regular Board Meeting, as presented. The **motion** passed unanimously.

## **H. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **I. NEW BUSINESS**

### **1. Consider Resolution No. 2025-06 Ratifying Sale of 2025 Bonds**

Resolution No. 2025-06 was presented, entitled:

#### **RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (2025 ASSESSMENT AREA); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (2025 ASSESSMENT AREA); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Read, seconded by Ms. Walsh adopting Resolution 2025-06 Ratifying the Sale of 2025 Bonds, as presented. The **motion** passed unanimously.

### **2. Consider Ratification of FY 2025/2026 Budget Funding Agreement**

A **motion** was made by Mr. Read, seconded by Mr. Becerra ratifying the FY 2025/2026 Budget Funding Agreement. The **motion** passed unanimously.

### **3. Consider Resolution No. 2025-07 Adopting a Service Animal Policy**

Resolution No. 2025-07 was presented, entitled:

#### **RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Read, seconded by Ms. Walsh adopting Resolution 2025-07 Adopting a Service Animal Policy, as presented. The **motion** passed unanimously.

### **4. Consider Ratification of Fireworks Display Agreement**

A **motion** was made by Mr. Read, seconded by Mr. Becerra ratifying the Fireworks Display Agreement, as presented. The **motion** passed unanimously.

**5. Consider Approval of Work Authorization for Construction Review for Phase 84<sup>th</sup> Avenue**

A **motion** was made by Mr. Read, seconded by Mr. Becerra approving the work authorization for the Construction Review for Phase 84<sup>th</sup> Avenue. The **motion** passed unanimously.

**6. Consider Resolution No. 2025-08 Adopting a Fiscal Year 2024/2025 Amended Budget**

Resolution No. 2025-08 was presented, entitled:

**RESOLUTION NO. 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Read, seconded by Mr. Becerra adopting Resolution 2025-08 Adopting Fiscal Year 2024/2025 Amended Budget, as present. The **motion** passed unanimously.

**7. Consider Resolution No. 2025-09 Goals and Objectives Annual Report**

Resolution No. 2025-09 was presented, entitled:

**RESOLUTION NO. 2025-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Read, seconded by Ms. Walsh adopting Resolution 2025-09 Goals and Objectives Annual Report, as presented. The **motion** passed unanimously.

**8. Consider Approval of E-Bike SAAS Development Agreement**

Mr. Bennett went over the E-Bike agreement and advised that the OTORide company was not registered to do business in the State of Florida. He indicated that it raised concerns regarding the ability to enforce the agreement.

After Board discussion, a **motion** was made by Mr. Read, seconded by Mr. Becerra authorizing District Counsel to negotiate a contract with OTORide and to include language that OTORide must complete the

process in order to conduct business within the State of Florida and bring the agreement back to the Board for consideration. The **motion** passed unanimously.

**J. ADMINISTRATIVE MATTERS**

Ms. Brown reminded the Board to complete their annual 4-hours of ethics training no later than December 31, 2025.

- **Notice of Receipt of the Annual Audit**

Mr. Bennett presented the 2024 annual audit and advised that there were no findings.

A **motion** was made by Mr. Read, seconded by Mr. Becerra accepting the FY 2023/2024 Annual Audit Report, as presented. The **motion** passed unanimously.

- **Regular Board Meeting Schedule**

A **motion** was made by Mr. Read, seconded by Ms. Walsh authorizing the District to hold Regular Board Meetings on the last Thursday of each month at 9:30 a.m. at the Newfield Welcome Center located at 1050 SW Prairie Avenue, Palm City, Florida 34990. The **motion** passed unanimously.

**K. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

**L. ADJOURNMENT**

There being no further business to come before the Board, Mr. Read adjourned the meeting at 9:47 a.m. There were no objections.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

October 22, 2025

Newfield Community Development District  
Attn: Stephanie Brown  
Special District Services, Inc.  
10521 SW Village Center Dr., Suite #203  
Port St. Lucie, FL 34987  
[sbrown@sdsinc.org](mailto:sbrown@sdsinc.org)  
Direct (772) 345-5119

Re: Engagement of Services for Newfield Community Development District  
Harvest House Sales Tax

Dear Ms. Brown:

The purpose of this letter is to summarize our understanding concerning the representation of Newfield Community Development District (hereinafter referred to as “Newfield”) in connection with the matter described below. This letter will confirm our engagement and describe the basis on which our Firm will provide legal services to Newfield.

**Scope of Engagement.** The legal services proposed for this engagement will be to analyze items sold in Harvest House for potential sales tax liability and provide guidance regarding Florida sales tax compliance.

**Staffing.** I will be primarily responsible for your matter. Because we are not Newfield’s general counsel, our acceptance of this engagement does not involve an undertaking to represent Newfield, any of its clients, or its interests in any other matters. We may agree to limit or expand the scope of our representation from time to time, provided such change is reflected in a written agreement between us.

**Cooperation.** To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your matter and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings and conferences, hearings and other proceedings. You agree to pay our statements for services and other charges as stated below.

**Advice About Possible Outcomes.** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results

that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

**Fees and Term of Representation:** Our fees for this matter shall be billed hourly at the standard rate of \$920.00 for myself. You may terminate our representation at any time by notifying us. Your termination of our services will not affect the responsibility of you for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

**Costs and Expenses.** As you are aware and consistent with prior practice, the firm typically incurs costs in connection with this representation. These costs may include such matters as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses, meals and use of other service providers, such as printers or experts. Our charges for some of these expenses exceed our direct cost in order to cover indirect expenses related to these services. We shall obtain prior approval from you for any travel expense in excess of \$1000. Where expenses involve significant payments to third parties, we may request that you pay the expenses directly. Except for specialized word processing services, we normally do not make a separate charge for secretarial work unless there is a situation that requires overtime staff work. At our option, we may forward third-party charges directly to you for payment.

**Payment of Statements.** We ask and expect payment of our statements on a current basis since delayed payments add to our overall cost of providing services. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

**Wiring instructions are as follows:**

BANK NAME:	<b>First Horizon</b>
BANK ADDRESS:	165 Madison Avenue Memphis, TN 38103
BANK ABA:	084000026
ACCOUNT NAME:	Jones Walker LLP Operating Account
ACCOUNT NO.:	20000247731
SWIFT CODE:	FTBMUS44

**Please add invoice number and French Brown's name to the description in the wire to ensure the funds are applied correctly by our Accounting Department.**

**Conflict of Interest.** We agree that the Canons of Ethics for the Florida Bar or other applicable state bar organization shall govern evaluation of any legal conflict of interest issues which may arise.

**Withdrawal/Termination of Representation.** We may withdraw from representation if the obligations under this agreement are not fulfilled, including the obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice.

I believe the foregoing covers the essential elements of our relationship. If you would like for me to explain other aspects of our representation, I would be pleased to do so. Please review this letter carefully and, if it meets with your approval, please sign the enclosed copy of this letter and return it to me.

We appreciate the trust you place in us as our client, and we look forward to serving you with the highest standards of excellence, integrity, and trust.

Sincerely,



H. French Brown, IV

Newfield Community Development District

By:   
Jonas Read

Dated: 12/3/25



Case #: \_\_\_\_\_ Deputy Name: \_\_\_\_\_ Zone #: \_\_\_\_\_

**Trespass Warning Agreement/Authorization**

Martin County Sheriff's Deputies are authorized representatives to enforce Florida State Statutes §810.08 and §810.09, trespassing, on my behalf, to warn and direct persons to leave and make arrests on the property located at:

Business or Property Name: Newfield CDD

Address(es): (if a plaza, include each unit's address) All of Newfield CDD Property,  
1001 SW Newfield Pkwy, 1031 SW Newfield Pkwy, 7745 SW Creek Street,  
Newfield Kiplinger Trails North and South,

Owners Name: Newfield Community Development District

Authority is granted by me as the Property Owner/Lessor of the Property or Authorized Agent of the Property Owner of the above listed property. As such I hereby authorize the Martin County Sheriff's Office and its Deputies to issue trespass warnings and enforce them, as provided by law, when anyone without authorization is found on this property.

I agree to appear in court to assist in the prosecution of any case made by the Martin County Sheriff's Office as a result of signing this document. I also agree to notify the Martin County Sheriff's Office of any changes of ownership or management that might effect this authorization.

Print Name: Stephanie Brown Title: District Manager

Signature: [Signature] Address: 10521 SW Village Center Dr. Ste 203 P31FL 34987

Contact Number: (Cell): 772-226-9760 (Home): " " (Work): 772-345-5119

Email Address: sbrown@sdsinc.org

SWORN TO AND SUBSCRIBED before me this 17 day of December, 2025 by Stephanie Brown



Notary Public [Signature]

Printed Name: Belhaim Frank Sakuma Jr.

My Commission Expires: 1/2/2027

Personally known  or produced identification \_\_\_\_\_

Type of identification provided \_\_\_\_\_

**THIS AUTHORIZATION DOCUMENT MUST BE RENEWED EVERY TWO (2) YEARS. IT IS THE RESPONSIBILITY OF THE OWNER OR AGENT.**

Signs for posting can be purchased from: Ampersand Graphics  
553 SE Monterey Road.  
Stuart, Florida 34994  
(772) 283-1359

cc: Director of Legal Affairs  
Dispatch

**AGREEMENT BETWEEN NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
AND SPROCKETS ADVENTURES, INC. FOR MAINTENANCE SERVICES**

This agreement (the “Agreement”) is made and entered into this 16<sup>th</sup> day of December 2025 (the “Effective Date”) by and between:

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Martin County, Florida with a mailing address 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”), and

**SPROCKETS ADVENTURES, INC.**, a Florida corporation, with a mailing address of 10190 SW Village Parkway, Suite 107, Port St. Lucie, Florida 34987 (“Contractor,” and together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”); and

**WHEREAS**, in accordance with the Act, the District owns, operates, and improvements within the boundaries of the District, including certain roadway improvements; and

**WHEREAS**, the District desires to set up a program to provide the public with access to electric bikes (“E-Bikes”) as a means of transportation within the District’s boundaries; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the E-Bikes (the “Services”), described in more detail in **Exhibit A** to this Agreement; and

**WHEREAS**, Contractor provides such Services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to provide certain maintenance and repair service as set forth

herein and in **Exhibit A**, attached hereto and incorporated herein by reference. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met and shall provide the Services within presently accepted industry best practices and professional standards. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION AND TERM.** As compensation for Services, the District agrees to pay the Contractor for the work rendered pursuant to the rates described in **Exhibit A**. This compensation includes all labor and materials necessary to complete the Services. Contractor shall invoice the District monthly for services provided pursuant to the terms of this Agreement, and the District shall provide payment within forty-five (45) days of receipt of such invoices, or sooner as required by Florida’s Prompt Payment Act. The term of this of this Agreement shall be three (3) years from the Effective Date (the “Initial Term”). Upon completion of the Initial Term, the Agreement shall automatically renew for up to two (2) additional one-year terms unless terminated earlier by either party in accordance with the terms of this Agreement.

**SECTION 4. INSURANCE.** The Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 5. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its employees and agents in connection with this Agreement, and that are caused by willful misconduct of Contractor, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, codes, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 11. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or

construction of any of the provisions of this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

If to Contractor: Sprockets Adventures, Inc.  
10190 SW Village Parkway, Suite 107  
Port St. Lucie, Florida 34987  
Attn: \_\_\_\_\_

If to the District: Newfield Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Martin County, Florida.

**SECTION 23. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Contractor further recognizes that all work product, e-mails, or other forms of transmission whatsoever in furtherance of District business are considered public records and shall be retained as such by Contractor. All data and programs utilized in conduct of District business and operations and stored on computers are considered public records and are required to be turned over consistent with this provision. Contractor acknowledges that the designated public records custodian for the District is **Stephanie Brown** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119 SBROWN@SDSINC.ORG, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 27. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 28. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES.*** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 29. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  
*Jonas Read*

511FA05A1F27436...

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**SPROCKETS ADVENTURES, INC.**

Signed by:  
*sproc345@bellsouth.net*

D1E3B210DF2A13C...

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: sproc345@bellsouth.net

Its: \_\_\_\_\_  
December 16, 2025

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:**    Scope of Services

**Exhibit A**

**SPROCKETS MAINTENANCE E-BIKE SERVICES**

Clean & Lube Chain: \$60 per e-bike (recommended every 3 months).

Tune Ups: \$200 per e-bike. (recommended twice per year).

Chain Install: \$60 Labor, \$40 chain, per e-bike.

Bottom Bracket: \$70 Labor, bottom bracket \$60 per e-bike.

Freewheel: Labor \$70, freewheel \$60 per e-bike.

Bearing Install/Adjustment: Labor \$70, \$20 per bearing.

Brake Adjustment: \$70 Labor per e-bike. (Drum brakes – parts supplied by bike vendor).

Drive Train: Parts as needed (cost estimates based on e-bikes original equipment)

Labor \$50-\$100 per service.

Technology Diagnostic Service: \$120 per e-bike (parts & labor to be determined).

Fork Install: \$120 per e-bike. Parts \$TBD.

Re-set Charging Station: \$80 per service.

Station charge head: \$120 per e-bike.

Charging Station head plugs: \$100.

Charging Station system set up and assembly: \$500 per Station.

Bike Inspection: \$120 per mobile service and \$25 per e-bike. (recommended 3 times per week).

Miscellaneous Repairs: Based on Requirements \$TBD.

Bike Retrieval : Monday-Friday \$80 per e-bike (retrieve & returned to docking station)

Saturday \$120 per e-bike (retrieve & returned to docking station)

Sunday \$150 per e-bike (retrieve & returned to docking station)

**AGREEMENT BY AND BETWEEN THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AND TIDELINE MOBILITY LLC D/B/A SLIDR FOR BICYCLE SHARING SERVICES**

THIS AGREEMENT (the “Agreement”) is made entered into this 8<sup>th</sup> day of December 2025, by and between:

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and having a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

**TIDELINE MOBILITY LLC D/B/A SLIDR**, a Florida limited liability company, with a mailing address of 222 W Yamato Rd, Suite 106-209, Boca Raton, Florida 33431 (“**Contractor**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the materials, labor, items, and tools necessary to administer and implement the District’s bicycle sharing program, as more particularly described and identified in **Exhibit A** (the “**Services**”); and

**WHEREAS**, Contractor represents that it is qualified, willing and able to serve as a contractor for and has agreed to perform the Services for the District; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A.** Contractor agrees to perform the Services in a professional and commercially reasonable manner consistent with generally accepted industry standards for bicycle share system management. The Services shall be limited to operational oversight, coordination, and program administration. Mechanical repairs and maintenance shall be performed by the District’s maintenance provider (Sprockets), and Contractor’s responsibility shall be

limited to coordinating such repairs.

**B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor’s activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

**SECTION 3. TERM; COMPENSATION.** Term of this of this Agreement shall be three (3) years from the Effective Date (the “**Initial Term**”). Upon completion of the Initial Term, the Agreement shall automatically renew for up to two (2) additional one-year terms unless terminated earlier by either party in accordance with the terms of this Agreement. For each of the annual renewals, there will be a 5% increase in the rate of compensation owed to the Contractor under this Agreement. The District shall pay the Contractor in accordance with the monthly rates and fees detailed in **Exhibit A**, attached hereto. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. INSURANCE.**

**A.** Contractor, and any of its subcontractors, shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

**B.** The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the

District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor, or its subcontractors, as applicable, fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

D. The District shall maintain insurance on all District-owned bicycles, equipment, charging stations, and related infrastructure, and shall list Contractor as an additional insured where applicable.

**SECTION 5. INDEMNIFICATION.**

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of the actions or omissions of the Contractor, its subcontractors, its employees and agents related to their obligations under this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred. Notwithstanding the foregoing, the Contractor's liability under this section does not include any consequential, incidental, punitive or special damages.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or

any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 9. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 10. TERMINATION.** The District agrees that Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to Contractor stating a failure of Contractor to perform according to the terms of this Agreement; provided, however, that the Contractor shall be provided a reasonable opportunity to cure any failure under this Agreement. Either Party to this Agreement may terminate this Agreement without cause by providing forty-five (45) days' written notice of termination. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

**SECTION 11. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 12. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 14. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 15. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 18. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Newfield Community Development District  
2501A Burns Road  
Tampa Florida, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Tideline Mobility LLC d/b/a Slidr  
222 W Yamato Rd, Suite 209,  
Boca Raton, Florida 33431  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and

legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notices on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 19. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 20. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Martin County, Florida.

**SECTION 21. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Stephanie Brown** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119  
SBROWN@SDSINC.ORG, 2501A BURNS ROAD, PALM  
BEACH GARDENS, FLORIDA 33410.**

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**SECTION 24. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 25. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

Signed by:  
*Jonas Read*  
541FA06A1F27436...  
\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Secretary / Assistant Secretary

WITNESS:

**TIDELINE MOBILITY LLC D/B/A  
SLIDR**, a Florida limited liability company

*Michael Trombino*  
\_\_\_\_\_  
By: Michael Trombino  
Its: Founder  
\_\_\_\_\_  
12/9/25

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit A:**    Scope of Services

## **Exhibit A Scope of Services**

### **Monthly Management Fee (Flat Rate by Fleet Size)**

Our pricing is a fixed monthly rate based on the total number of bikes under management:

- **Tier 1: 0–25 bikes — \$3,500/month**
- **Tier 2: 26–50 bikes — \$5,000/month**
- **Tier 3: 51–100 bikes — \$7,500/month**
- **Tier 4: 100+ bikes — \$10,000/month**

### **What’s Included in the Monthly Management Fee**

Slidr provides full operational oversight and end-to-end management of the e-bike share system. This includes:

#### **Operational Oversight**

- Ensuring all bikes remain operational, charged, and available for riders.
- Daily monitoring of bike status, battery health, and ride data.
- Coordinating with Sprockets for any onsite maintenance, repairs, or parts replacement.

#### **Maintenance & Inventory Coordination**

- Managing all maintenance workflows and communication with the maintenance partner (Sprockets).
- Coordinating the purchase of new bikes, replacement parts, and components directly with the supplier in China.
- Tracking inventory of spare parts, chargers, and replacement components.

#### **Charging Station Coordination**

- Coordinating installation, setup, and ongoing oversight of charging stations.
- Ensuring stations remain active, online, and able to charge/lock bikes.

#### **Customer Support & Rider Experience**

- Full customer service for riders through the app (support tickets, issues, billing questions, etc.).
- Handling escalations, refund requests (when applicable), and general rider communication.

#### **Software & App Management**

- Acting as liaison between the client and the software provider.
- Overseeing the app's functionality, uptime, and user experience.
- Reporting any bugs, glitches, or needed enhancements directly to the software company and managing resolution.
- Monitoring analytics, ridership trends, and system performance.

### **Program Management & Reporting**

- Monthly reporting on ridership, utilization, performance, and operational status.
- Ongoing evaluation of fleet performance to recommend adjustments, expansions, or improvements.
- Administrative oversight, documentation, policy updates, and ongoing system management.

**ADDENDUM TO SAAS SERVICE AGREEMENT**

<b>Customer:</b>	Newfield Community Development District (the “Customer”)	<b>Company:</b>	MagnusHub Ltd. (the “Company”)
<b>Mailing Address:</b>	2501A Burns Rd Palm Beach Gardens, FL 33410	<b>Mailing Address:</b>	Banani 11, Ventura Iconia, Level 3, Holding 37, Road 11, Block H, Banani, Dhaka - 1213
<b>Phone:</b>	(772) 345-5119	<b>Phone:</b>	+20 120 3699559

The following provisions govern the SAAS Service Agreement, dated August 31, 2025, submitted by the Company, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for ride share services software:

**1. Term; Termination.** The term of this Agreement shall span three (3) years beginning on the date this Addendum has been fully executed (the “Initial Term”), unless terminated earlier by either party in accordance with the terms of this Section 1. After the expiration of the Initial Term, the Customer shall have the option to exercise up to two (2) annual renewals. The Customer and Company agree that each party may terminate for cause immediately by providing written notice of termination to the other party and stating a failure of the other party to perform according to the terms of this Agreement. The Customer and the Company further agree that both the Customer and the Company may terminate this Agreement without cause by providing forty-five (45) days’ written notice of termination. Upon any termination of this Agreement, the Company shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the Customer may have against the Company.

**2. Insurance.**

**A.** The Company shall maintain throughout the term of this Agreement the following insurance:

**a.** Worker’s Compensation Insurance in accordance with the laws of the State of Florida.

**b.** Commercial General Liability Insurance covering the Company’s legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:

**i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors’ operation.

**c.** Employer’s Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.

**d.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Company of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The Customer, its staff, consultants, officers, and supervisors shall be named as additional insured. The Company shall furnish the Customer with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Customer. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Company fails to have secured and maintained the required insurance, the Customer has the right but not the obligation to secure such required insurance in which event the Company shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Customer's obtaining the required insurance.

2. **Independent Contractor.** In all matters relating to the Agreement, the Company shall be acting as an independent contractor. Neither the Company nor employees of the Company, if any, are employees of the Customer under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Company agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Company, if there are any, in the performance of the Agreement. The Company shall not have any authority to assume or create any obligation, express or implied, on behalf of the Customer and the Company shall have no authority to represent the Customer as an agent, employee, or in any other capacity.
3. **Limitations On Governmental Liability.** Company agrees that nothing in the Agreement shall be deemed as a waiver of the Customer's sovereign immunity or the Customer's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
4. **Public Records.** Company understands and agrees that all documents of any kind provided to the Customer in connection with the Agreement may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Company acknowledges that the designated public records custodian for the Customer is **Stephanie Brown** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Company shall 1) keep and maintain public records required by the Customer to perform the service; 2) upon request by the Public Records Custodian, provide the Customer with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Company does not transfer the records to the Public Records Custodian of the Customer; and 4) upon completion of the contract, transfer to the Customer, at no cost, all public records in Company's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Company, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119; SBROWN@SDSINC.ORG; OR 2501A BURNS RD, PALM BEACH GARDENS, FL 33410.**

5. **Assignment.** Neither the Customer nor the Company may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.
6. **Amendments.** This Agreement may be amended or modified only by a written instrument duly executed by both of the parties to the Agreement.
7. **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile and PDF electronic copies, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
8. **Binding Effect; Governing Law, Venue and Jurisdiction.** Before the full execution of this Agreement, the

Company shall register to do business in the State of Florida with the Secretary of State for the State of Florida pursuant to the provisions of Section 607.1501, *Florida Statutes*. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. The Company understands and agrees that (i) the Customer is located in Florida; (ii) the Customer makes all decisions from the Customer's office in Florida; (iii) the Agreement is made in Florida (that is, no binding contract will be formed until the Customer receives and accepts the Company's signed Agreement in Florida); and (iv) the Company's services will be used by persons in Florida. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach of this Agreement, shall, if the Customer so elects, be instituted in any court sitting in Florida, (the "Acceptable Forums"). The Company agrees that the Acceptable Forums are convenient to it and submit to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, the Company waives any right to oppose any motion or application made by Buyer to transfer such proceeding to an Acceptable Forum. The Company and the Customer further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

- 9. Compliance with E-Verify.** The Company shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Customer may terminate this Agreement immediately for cause if there is a good faith belief that the Company has knowingly violated Section 448.091, *Florida Statutes*.

If the Company anticipates entering into agreements with a subcontractor for the Work, Company will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Company shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Customer upon request.

In the event that the Customer has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Company has otherwise complied with its obligations hereunder, the Customer shall promptly notify the Company. The Company agrees to immediately terminate the agreement with the subcontractor upon notice from the Customer. Further, absent such notification from the Customer, the Company or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Company represents that no public employer has terminated a contract with the Company under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

- 10. Compliance with Section 20.055(5), Florida Statutes.** The Company agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

- 11. Compliance with Chapter 287 Requirements.** Company acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and

- e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Company acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the Customer (“Prohibited Criteria”).

Company acknowledges that the Customer may terminate this Agreement if the Company is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Company certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Company shall immediately notify the Customer. By entering into this Agreement, Company agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

- 12. **Anti-Human Trafficking Statement.** The Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Company has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.
- 13. **Conflicts.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.
- 14. **Effective Date.** The Agreement shall be deemed effective as of the date of the full execution of this Addendum.

**MAGNUSHUB LTD.**

Signed by:  
  
DD1CF90A175347F...  
 By: Reduanul Islam Bhuiyan  
 Its: CEO  
 Date: 12/16/2025

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  
  
511FA05A1F27436...  
 Chairperson, Board of Supervisors  
 Date: 12/16/2025

**Exhibit A: Proposal**

**EXHIBIT A**

Proposal



**OTORide**  
*..ride earth friendly*

**OTORide - Newfield Community  
Development District  
(Newfield E-Bike Program)  
SAAS Agreement**





# OTORide SAAS Agreement

## Cost Summary (USD)

**App Set-Up Fee: \$4,000**

A total fee of **\$4,000** is due for the setup of the Rider App, Admin Control Panel, and Operator App, which will be customised to the specific branding requirements. This fee will be paid once.

**Monthly Fee:**

Monthly Subscription Fees (minimums): \$400

Regardless of the operational state of the vehicle, the customer has to pay a monthly, non-refundable fee for each vehicle that appears in the vehicle section on the Customer's dashboard.

<b>Scale Plan</b>
<b>\$10/Vehicle/Month</b>

**Service Period:** ~~3~~ years.

**Delivery Date (approx.):** 2 weeks.



## SAAS SERVICES AGREEMENT

This SaaS Services Agreement was entered into on 31 August 2025 between **OTORide - A Product of Magnushub Ltd and Newfield Community Development District**, known commercially as **Newfield E-Bike Program**, located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, USA. This Agreement includes and incorporates the above SaaS Services Order Form, as well as the attached **Terms and Conditions** (which contain, among other things, warranty disclaimers, liability limitations, and use limitations).

Index - 1: Explanation of Project

Index - 2: Support Policies.

<b>Signature</b>	 <b>MagnusHub Ltd.</b> _____ <b>Chairman</b>	
<b>Contact Person</b>	<b>Reduanul Islam Bhuiyan</b>	<b>Jonas Read</b>
<b>Designation</b>	<b>Co-Founder &amp; CEO</b>	<b>Chairman</b>

There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.



## Index 1: Explanation of Project

The table below is a non-exhaustive list of certain key activities required for the Services to be delivered as part of this Agreement, and the associated party’s responsibility to perform each activity. Any responsibility assigned to the Customer can be treated as a dependency for the Company to complete timely delivery of service or execute service delivery to the Service Levels specified in this Agreement.

Category or Activity	OTORide’s Duty	Client’s Duty
<b>Implementation Services</b>		
<b>Customer Onboarding</b>		
Send introductory kick-off email to Customer	✓	
Provide Customer with a single point of contact to walk Company through Customer Onboarding process, details, and requirements	✓	
Provide unique, proprietary application name		✓
Provide unique, proprietary application logo source file		✓
Provide color scheme details		✓
Provide high-resolution images of onboarding screens detailing instructions on how the system is to be used, including short descriptions	✓	
Provide a short (80 characters) and full (4,000) character description of the application to be displayed in the App Store and Play Store		✓
Host Company’s Privacy Policy URL and Terms & Conditions URL on Customer’s website		✓
Build and host frequently asked questions (FAQ) on Customer’s website		✓



Host the customer support URL, and provide a support email account and password for support tickets		✓
Provide a list of keywords, used to search the App Store or Play Store for the Customer's application		✓
Set up and provide the Company with access to Play Store and App Store Customer accounts	✓	
Purchase vehicles and provide all relevant details in a spreadsheet		✓
Purchase all hardware required for a fully operational system (e.g., IoT device, SIM cards)		✓
(If chosen vehicles have not been integrated in the OTORIDE platform) Send two vehicles and associated devices for integration to the Company, at the Customer's cost		✓
Provide the Company with the Customer's credit card information to be billed upon going live and commencement of Support Services		✓
Monitor completion of all Customer Onboarding activities	✓	



<b>Mobile Application Development</b>	<b>OTORide's Duty</b>	<b>Client's Duty</b>
Provide mobile application for both iOS and Android devices, with all features outlined in the Statement of Work below	✓	
Integrate the Customer's logo, onboarding images and colour scheme into the application	✓	
Provide an SMS One Time Password registration system	✓	

<b>Web Dashboard Management</b>	<b>OTORide's Duty</b>	<b>Client's Duty</b>
Provide admin and manager user roles to the Web Management Dashboard, with all features outlined in the Statement of Work below	✓	
Build user information management capabilities	✓	
Provide vehicle information management	✓	

<b>Launching and Go-Live</b>	<b>OTORide's Duty</b>	<b>Client's Duty</b>
Thoroughly test the application prior to releasing it to the app store	✓	✓
Compile a list of "bugs" in writing and provide it to Company	✓	✓
Add vehicles to the dashboard		✓
Release mobile application to App Store and Play Store	✓	
Request the Company publish the application to the public App Store and Play Store	✓	



<b>Support Services</b>		
<b>Ongoing Services and Maintenance</b>	<b>OTORide's Duty</b>	<b>Client's Duty</b>
Make available resources and all applicable hardware for testing and debugging	✓	
Provide all public updates to the software	✓	
Adding additional vehicles to the dashboard		✓
Provide occasional software version upgrades and bug fixes	✓	
Test all changes to the application before having it uploaded to the app store	✓	
Manage App Store and Google Play Store app listings	✓	
Pay Google Maps Cost	✓	
Pay for all SMS One Time Password fees		✓
Pay for Payment Gateway(Stripe) for App Monthly Charge		✓
Third party tool monthly Cost		✓

## **Index 2: SUPPORT TERMS**

This policy outlines OTORIDE's support practices and resources. It also identifies your support obligations to your customers.

### **Technical Support**

#### **OTORIDE support DOES include:**

- Answering questions about OTORIDE services and features
- Advice regarding best practices for fleet management (as available)
- Troubleshooting OTORIDE services and products
- Limited support of third-party applications, services and frameworks

#### **OTORIDE support DOESN'T include:**

- Fleet operations and deployment
- Specific users' rides
- Troubleshooting hardware
- Performing manual system administration tasks

### **Support Business Hours**

OTORide business hours are from 6 AM - 8 PM German Time, excluding local holidays. The OTORide Support team will be available 24/7 on WhatsApp.

OTORide will determine the severity level of each reported incident. OTORide strives to respond to and resolve incidents as quickly as possible. Expected response times are detailed in the following chart. First-response time refers to OTORide personnel receiving and acknowledging your incident and beginning mobilization and development of a resolution. In order to resolve issues, Client resources must be made available and reasonable cooperation must be provided as required.



<b>Severity</b>	<b>First Response Time</b>	<b>Description</b>
<b>General Guidance</b>	1 business day	The customer has a general development question or wants to request a feature.
<b>System impaired</b>	1 business day	Non-critical functions of the Customer's application are behaving abnormally. This does not extend to any hardware or network-related issues.
<b>Production system impaired</b>	4 hours	Important functions of the Customer's application are impaired or degraded. This does not extend to any hardware or network-related issues.
<b>Production system down</b>	1-3 hour	The customer's business is significantly impacted. Important functions of the Customer's application are not available. This does not extend to any hardware or network-related issues.

## **Depreciation**

We will announce if we intend to discontinue or make backwards incompatible changes to any Service. We will always try to give you as much time as possible to make any necessary modifications to your applications or processes. This policy does not apply to versions, features, and functionality that we label as “beta” or “experimental.”

## **Documentation**

We may provide documentation for the Services and their use. Our documentation may specify restrictions on how Applications may be built or configured, or how Services must be configured. You agree to comply with any such restrictions as specified.

## **End User Support**

You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User for the provision of such services.

## **Monitoring**

OTORIDE’s systems are continuously monitored by automated systems and health checks. In the event of any issue that adversely affects the performance, security, reliability, or integrity of the Services, we will receive notification and respond immediately.

## TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, the Company will use commercially reasonable efforts to provide Customer Services. As part of the registration process, the Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3 License to Use Software Subject to the terms of this Agreement, OTORide grants the Customer a limited, non-exclusive, non-transferable license to access and use the OTORide platform and associated services for the duration of this Agreement. This license is solely for the purpose of operating the Customer's vehicle-sharing business as outlined in this Agreement.

1.4 Ownership and Proprietary Rights: The Customer acknowledges that all rights, title, and interest in and to the OTORide platform, including any software, technology, and intellectual property, remain with OTORide. The Customer does not acquire any ownership rights to any part of the software, platform, or underlying technology by entering into this Agreement. The Customer's rights are limited to the use of the software as provided by this Agreement, and all such rights shall terminate upon the termination of this Agreement.



## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software; use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

Privacy Policies attached hereto as Exhibit A

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s ~~standard published policies then in effect~~ and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be in violation of the foregoing.

2.3 Customers shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after ten(10) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.



#### **4. PAYMENT OF FEES**

4.1 The Client agrees to pay the Company the applicable fees specified in the Order Form for the Implementation Services and Support Services, along with any associated sales taxes or any transaction fees, following the terms stated therein.

In the event that the number of vehicles displayed on the Client's dashboard exceeds the number of vehicles billed in the prior billing period, the Client agrees to pay for the additional vehicles in the next billing cycle.

The Company reserves the right to modify the Fees, introduce new charges, or adjust applicable charges at the end of the Initial Service Term or any subsequent renewal term. The Company will provide the Client with at least forty-five (45) days' prior notice of any changes, which will be delivered in writing. An email notification will constitute sufficient written notice.

Should the Client believe they have been billed incorrectly, they must contact the Company no later than thirty (30) days following the closing date of the first billing statement in which the error or discrepancy appears to request an adjustment or credit. All such inquiries must be directed to the Company's Finance Department for review and resolution.

4.2 The Company will bill Clients by invoice, in which case, full payment for invoices will be charged on file upon invoice issuance. In the event that Client's payment can not be processed immediately upon invoice issuance, Client must provide alternate payment details and payment must be received by Company twenty-one (21) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5 % per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Nonpayment will be deemed to have occurred if the invoice is not paid within the aforementioned ten(10) days, at which point in time the Company may choose to withhold delivery of Services until payment is received in full plus additional reactivation penalty fees at the discretion of the Company, not precluding Company to exercise termination rights set forth in Section 5.



## 5. TERM AND TERMINATION

~~5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least forty five(45) days prior to the end of the then-current term.~~

~~5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon forty five(45) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.~~

~~5.3 Should the Customer wish to terminate this Agreement prior to the end of the Term, the Customer will pay in full for the Services up to and including the last month on which the Services are provided, as well as a termination penalty equivalent to 50% of the remaining Agreement value (irrespective of whether Support Services Fees have started). Company will remotely disable the Customer's software environment and disconnect their vehicles.~~

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

~~5.5 If the contract is terminated due to government legislation prohibiting the use of the units in the jurisdiction within which the business operates, the party affected by such legislation shall have the right to terminate the contract. In such a scenario, the party affected by the legislation shall only be obligated to pay for the services provided under this contract up until the end of the current operating season, which shall be defined as the last day of October in the year in which the ban occurs. Any payments made beyond that date shall be reimbursed to the affected party within 60 days of the contract termination.~~



## **6. WARRANTY AND DISCLAIMER**

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, the Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **7. INDEMNITY**

7.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any world-wide patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at



its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

## **8. LIMITATION OF LIABILITY**

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

## 9. DISPUTE RESOLUTION

9.1 If any dispute or controversy occurs between the Company and Customer relating to the interpretation or implementation of any of the provisions of this Agreement, the Customer and Company agree to a negotiation period of hundred(100) days before pursuing any other proceedings. All terms of service, agreements, and fees detailed within this contract will be applicable during this time.

Subject to the negotiation provisions set out above and if no resolution has been obtained, the dispute will be resolved by arbitration. Customer or Company may serve notice of its desire to refer a dispute to arbitration. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including each party's reasonable attorneys' fees and costs), shall be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between the parties in such proportion as the arbitrator(s) determine(s) to be equitable and shall be awarded as part of the arbitrators' award.



## Exhibit A

# Privacy Policy

Effective date: Feb 19,2021

OTORide Ltd ("us," "we," or "our") operates the <https://www.otoride.co/> website and the OTORide mobile application (the "Service"). This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

## Definitions

- **Service**

Service means the [www.otoride.com](http://www.otoride.com) website and the OTORide mobile application operated by OTORide Ltd.

- **Personal Data**

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

- **Usage Data**

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

- **Cookies**

Cookies are small pieces of data stored on your device (computer or mobile device).

- **Cookies**

Cookies are small pieces of data stored on your device (computer or mobile device).

- **Data Controller**

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

- **Data Processors (or Service Providers)**

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

- **Data Subject (or User)**

Data Subject is any living individual who is using our Service.

## Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

## Types of Data Collected

- **Personal Data**

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

- **Usage Data**

We may also collect information that your mobile device sends whenever you use our mobile application ("Usage Data"). This Usage Data may include information such as your device's Internet Protocol address (e.g. IP address), device type, operating system version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers, and other diagnostic data.

- **Location Data**

We may use and store information about your location if you give us permission to do so. We use this data to provide features of our Service, to improve and customize our Service for you. You can enable or disable location services when you use our Service at any time, through your device settings.

- **Tracking Technologies**

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Cookies are files with small amounts of data which may include an anonymous unique identifier. We may also use web beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your mobile device to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

- **Use of Data**

OTORide Ltd uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers, and general information about other goods, services, and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

## Retention of Data

OTORide Ltd will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

OTORide Ltd will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

## Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside [insert jurisdiction], and choose to provide information to us, please note that we transfer the data, including Personal Data, to [insert jurisdiction] and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

OTORide Ltd will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

## Disclosure of Data

### Business Transaction

If OTORide Ltd is involved in a merger, acquisition, or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

### Disclosure for Law Enforcement

Under certain circumstances, OTORide Ltd may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

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## Legal Requirements

OTORide Ltd may disclose your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of OTORide Ltd
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of users of the Service or the public
- Protect against legal liability

## Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

## Your Data Protection Rights under the General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. OTORide Ltd aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed about what Personal Data, we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- **The right to access, update, or delete the information we have on you.** Whenever made possible, you can access, update, or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
- **The right of rectification.** You have the right to have your information rectified if that information is inaccurate or incomplete.
- **The right to object.** You have the right to object to our processing of your Personal Data.
- **The right of restriction.** You have the right to request that we restrict the processing of your personal information.
- **The right to data portability.** You have the right to be provided with a copy of the information we have on you in a structured, machine-readable, and commonly used format.
- **The right to withdraw consent.** You also have the right to withdraw your consent at any time where OTORide Ltd relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

## Service Providers

We may employ third-party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services, or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

- **Google Analytics**

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

## Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

## Children's Privacy

Our Service does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

**AGREEMENT BETWEEN NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
AND H2O PERFECTION, INC. FOR MAINTENANCE SERVICES**

This agreement (the "Agreement") is made and entered into this 21<sup>st</sup> day of January 2026 (the "Effective Date") by and between:

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Martin County, Florida with a mailing address 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("District"), and

**H2O PERFECTION, INC.**, a Florida corporation, with a mailing address of P.O. Box 881334, Port St. Lucie, Florida 34988 ("Contractor," and together with the District, "Parties").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"); and

**WHEREAS**, in accordance with the Act, the District owns, operates, and maintains certain amenity facilities (the "Facilities"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the Facilities, described in more detail in **Exhibit A** to this Agreement; and

**WHEREAS**, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to provide certain maintenance service as set forth herein and in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met and shall provide the Services within presently accepted industry best

practices and professional standards. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall report directly to the On-Site Administrator or his or her designee. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION AND TERM.** As compensation for the completion of the Services, the District agrees to pay the Contractor Two Thousand Eight Hundred Dollars and Zero Cents (\$2,800.00) per month. This compensation includes all labor and materials necessary to complete the Services. Contractor shall invoice the District monthly for services provided pursuant to the terms of this Agreement, and the District shall provide payment within thirty (30) days of receipt of such invoices, or sooner as required by Florida's Prompt Payment Act. The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026. Thereafter, the Agreement shall automatically renew for additional one-year terms, unless terminated earlier in accordance with the terms set forth herein.

**SECTION 4. INSURANCE.** The Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 5. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest,

expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its employees and agents in connection with this Agreement, and that are caused by willful misconduct of Contractor, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, codes, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions

and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 11. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** A default by either Party under this

Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

If to Contractor:                   H2<sup>0</sup> Perfection, Inc.  
P.O. Box 881334  
Port St. Lucie, Florida 34988  
Attn: \_\_\_\_\_

If to the District:                   Newfield Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

With a copy to:                   Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by

providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Martin County, Florida.

**SECTION 23. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Contractor further recognizes that all work product, e-mails, or other forms of transmission whatsoever in furtherance of District business are considered public records and shall be retained as such by Contractor. All data and programs utilized in conduct of District business and operations and stored on computers are considered public records and are required to be turned over consistent with this provision. Contractor acknowledges that the designated public records custodian for the District is **Stephanie Brown** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119**

**SBROWN@SDSINC.ORG, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 27. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 28. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES.*** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

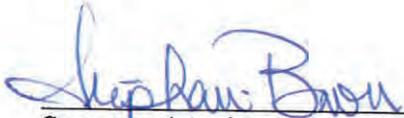
**SECTION 29. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

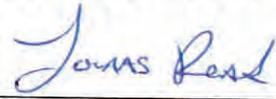
*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

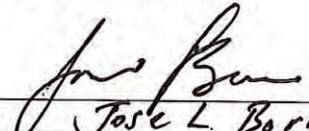
  
Secretary / Assistant Secretary

  
Chairperson, Board of Supervisors

WITNESS:

**H2O PERFECTION, INC.**

  
Witness

By:   
Print: Jose L. Borrero  
Its: \_\_\_\_\_

Melissa Stevens  
Print Name of Witness

**Exhibit A:** Scope of Services

**Exhibit A**



**H<sub>2</sub>O Perfection, inc.**

PO BOX 881334  
Port St. Lucie, FL 34988  
(561)480-4653

[H2operfectioninc@gmail.com](mailto:H2operfectioninc@gmail.com)

**Pool Maintenance  
Proposal/Agreement**

Thank you for considering H2O Perfection, We hereby propose furnish materials and labor to complete:

<b>Proposal Submitted to:</b> <b>Newfield</b> <b>1001 SW Citrus Blvd</b> <b>Palm City, FL 34990</b>
---

**Proposed Work: Weekly BASIC Maintenance**

***Fountain***

**Service 2x/week**

- Clean Debris from Pump and Skimmer
- Clean Debris from fountain
- Brush
- Vacuum
- Clean Filter(s)
- Clean Tiles and gutters
- Water Test
- Balance Water
- Inspect Equipment
- Maintain a neat equipment area
- All chemicals included

H2O Perfections Inc.

- Assumes no liability for weather-related issues, Acts of God, vandalism, current leaks or future leaks, black algae, equipment malfunction or surface staining, and gas heaters nor do we maintain/service heater(s).
- Maintenance services are performed weekly, weather permitting.
- Any service day that falls on legal holiday will resume within the next following days in timely manner.

---

*We can ONLY guarantee the condition of your pool at the time we leave it. Wind blowing, debris, rain/storms or among other things, or any natural disaster is beyond our control. All the above can make the chemicals in balance.*

---

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**Service Fee and Charges:**

- **Monthly Service Fee: \$700 (2x/week)**

**Any additional work: A proposal will be provided.**

- **Emergency Service Calls: [Separate charge]** - (please contact property manager/ email us).
- **Hurricane and/or Storm Clean Up: [Separate charge]** - charge is based on severity. Property manager will be notified via email and must be confirmed/approval before clean up.
- **Filter Replacement: [customer's cost]** - once a year.
- **Black Algae Treatment: [Separate charge]** a proposal will be provided
- **Extra Filter cleaning: [Separate charge]**
- **Thorough tile cleaning: [Separate charge]**  
(will be done when the Property Manager schedules).
- **LEAKS** - If any leak(s) the Property Manager will be notified and must be addressed/fixd in a timely manner, if not **EXTRA CHEMICAL CHARGE** will be applied.

**Repairs: [Separate charge]** - Customer will be notified, and a Proposal will be provided.

Cost of minor preventative maintenance repair/parts under \$100 will be automatically performed and billed additional.

---

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted.

## AGREEMENT FOR WINDOW REPAIRS

<b>District:</b>	Newfield Community Development District (the "District")	<b>Contractor:</b>	All American Windows and Doors, LLC (the "Contractor")
<b>Mailing Address:</b>	2501A Burns Rd Palm Beach Gardens, FL 33410	<b>Mailing Address:</b>	1333 3 <sup>rd</sup> Avenue South Naples, Florida 34102
<b>Phone:</b>	(772) 345-5119	<b>Phone:</b>	(954) 786-8525

1. The Contractor agrees to provide the window repairs (the "Repairs"), described in more detail in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Repairs: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Repairs, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Repairs. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
  
2. As compensation for the Repairs described in this Agreement, the District agrees to pay the Contractor in the amount set forth in **Exhibit A** upon the completion of the Repairs. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District no later than the fifth (5th) day of the month following the completion of the Repairs. The invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the Repairs were made, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, this invoice is due and payable within forty-five (45) days of receipt by the District
  
3. The Contractor hereby grants to District (or its assignee), its warranty of the quality and adequacy of all the Repairs, including, without limitation, all labor, materials, and equipment provided by Contractor and its subcontractors of all tiers in connection with the Repairs. Neither final acceptance of the Repairs, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or the Repairs. If any of the Repairs are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct it promptly after receipt of a written notice from the District and shall correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Upon completion of the Repairs, Contractor shall assign or cause to be assigned to District all manufacturers' and other warranties with respect to all the Repairs.
  
4. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
  
5. The Contractor or any subcontractor performing the work described in this Agreement shall until the completion of the Repairs the following insurance:
  - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- c. If any automobiles are to be used on the District's property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except workers' compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

6. Contractor shall use reasonable care in performing the Repairs and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
7. In all matters relating to the Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
8. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
9. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Stephanie Brown ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119; SBROWN@SDSINC.ORG; OR 2501A BURNS RD, PALM BEACH GARDENS, FL 33410.**

9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

10. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
11. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
12. Contractor acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
  - d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

13. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.
14. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
15. The Agreement shall be deemed effective as of the date of the full execution of this Agreement (the "Effective Date").

**ALL AMERICAN WINDOWS AND DOORS,  
LLC**

*Ashley Guitart*  
\_\_\_\_\_  
By: Ashley Guitart  
Its: Director of Warranty/Service  
Date: 1/29/2026

**NEWFIELD COMMUNITY DEVELOPMENT  
DISTRICT**

*Jane Rowland*  
\_\_\_\_\_  
Chairperson, Board of Supervisors  
Date: 1-29-2026

**Exhibit A: Scope of Services**

**EXHIBIT A**

Scope of Services



From **ALL AMERICAN WINDOWS  
AND DOORS**  
6001 Powerline Road  
Fort Lauderdale, FL 33309  
service@aawimpact.com  
+19547868525

**Job ID #** 106932906  
**Estimate #** 1343  
**Issue date** Jan 06, 2026  
**Job Address** 1050 SW Prairie Ave, Palm City  
FL, 34990

**Estimate for** **Newfield Community**  
1050 SW Prairie Ave  
Palm City, FL 34990

<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
7/16 Laminated Impact Glass	3	\$685.84	\$2057.52
Labor	1	\$1,520.00	\$1520.00
	<b>Subtotal</b>		<b>\$3,577.52</b>
	<b>Tax</b>		<b>\$0.00</b>
	<b>Total</b>		<b>\$3,577.52</b>

## **AGREEMENT FOR TRAIL MAINTENANCE AND INVASIVE CONTROL SERVICES**

**THIS AGREEMENT** (the “Agreement”) is effective this 28<sup>th</sup> day of January 2026, by and between:

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, , a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

**EW CONSULTANTS, INC.**, a Florida corporation, with a mailing address of 1000 SE Monterey Commons Boulevard, Suite 208, Stuart, Florida 34996 (“Contractor,” and together with the District, the “Parties”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by ordinance adopted by Martin County, Florida; and

**WHEREAS**, the District has a need to retain an independent contractor to provide trail maintenance and invasive control services for certain lands within and without the boundaries of the District; and

**WHEREAS**, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (the “Services”), and represents that it is qualified and willing to serve as a landscape maintenance contractor and provide such Services to the District; and

**WHEREAS**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. DESCRIPTION OF WORK AND SERVICES.**

**A.** Contractor agrees to provide professional trail maintenance and invasive control services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific Services identified in this Agreement and the attached Exhibits.

**B.** While providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**3. SCOPE OF TRAIL MAINTENANCE AND INVASIVE CONTROL SERVICES.** The duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. To the extent that provisions of this Agreement conflict with provisions of **Exhibit A**, this Agreement shall control.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor agrees to perform the Services in accordance with this Agreement and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

**B.** Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services. The District hereby designates the District Manager, or his or her designee, to act as its representative.

**D.** Contractor agrees to initiate a response plan to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours, with repairs occurring as promptly as conditions allow.

**5. COMPENSATION; TERM.**

**A.** The term of this Agreement shall be from the Effective Date (as defined herein) through September 30, 2026 (the "Initial Term"), unless otherwise terminated earlier in accordance with the terms of this Agreement. At the end of the Initial Term, the

District has the option of renewing this Agreement under the same terms contained herein. As compensation for Services, the District agrees to pay Contractor **Twelve Thousand Dollars and Zero Cents (\$12,000.00)** per month.

**B.** If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services.

**C.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

## **6. INSURANCE.**

**A.** Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

**(1)** Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants, agents and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**C.** If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **7. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of Contractor herein requires Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be

more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**9. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this

Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**13. TERMINATION.** The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

**14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**15. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without the requisite written approval of the other party shall be null and void.

**16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

**20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

**22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Newfield Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** EW Consultants, Inc.  
1000 SE Monterey Commons Boulevard, Suite 208  
Stuart, Florida 34996  
Attn: EDWARD WEINBERG, PRESIDENT

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**24. CONTROLLING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this Agreement shall only be brought in a court of competent jurisdiction in the county of Martin, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**25. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Stephanie Brown** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT (561) 630-4922, SBROWN@SDSINC.COM, OR AT 2501-A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

**26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**29. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**30. E-VERIFY REQUIREMENTS.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further,

absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

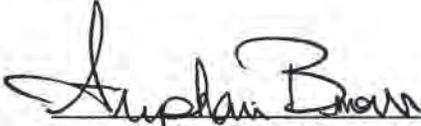
**31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**32. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and Contractor.

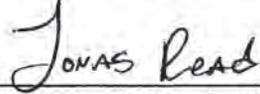
*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

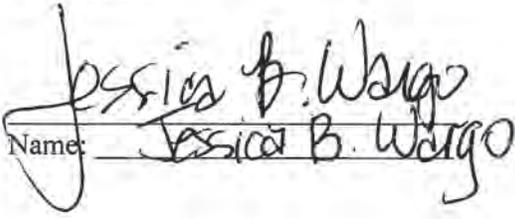
  
Secretary/ Assistant Secretary

NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT

  
Chairperson, Board of Supervisors

2/4/26  
Date

WITNESS:

  
Name: Jessica B. Wargo

EW CONSULTANTS, INC., a Florida  
corporation

EDWARD R. WEINBERG  
By: EW R. W in  
Its: PRESIDENT  
Date: 1/30/2026

Exhibit A: Scope of Services

## Exhibit A

### Scope of Services

EW Consultants, Inc.  
Natural Resource Management, Wetland, and Environmental Permitting Services



#### NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

#### FORM OF WORK ORDER

**PROJECT: Newfield PAMP 1 Preserve Area Habitat and Trail Maintenance**

**August 1, 2025**

#### Background -

We are providing the following scope of services for conducting continued native habitat preserve area and public trail maintenance within the 452 +/- acre PAMP 1 (Kiplinger Conservancy) preserve area within Newfield.

#### Scope of Services -

**Task 1:** We will provide maintenance control treatments for eradication of invasive non-native and nuisance vegetation throughout the PAMP 1 upland and wetland preserve areas.

- 1) Surveillance of all portions of the preserve area for prioritizing maintenance efforts.
- 2) Conduct herbicide applications for eradication and control of invasive non-native vegetation in accordance with criteria specified for PAMP 1.
- 3) Status reporting and monitoring reports.

**Task 2:** We will provide maintenance of the 24,000 +/- linear feet of trail system to maintain regrowth of vegetation from the edges and within the footprint of the established single track, double track, and 'natural' trails in order to maintain functionality for public use.

- 1) Surveillance of the of trails for prioritizing maintenance efforts.
- 2) Conduct manual vegetation cutting by hand tools and application of appropriate herbicides as needed for control of vegetation regrowth within and along the trails.

**EW Consultants, Inc.**  
**Natural Resource Management, Wetland, and Environmental Permitting Services**

**Schedule –**

We will provide our services in an orderly and expeditious fashion to meet the mutually agreed project schedule.

**Fees and Billing –**

This agreement covers services beginning August 1, 2025 and will run through July 31, 2026. We will provide the services described above in accordance with the fees shown below.

**Task 1 – Maintenance Control of Invasive Species -**

We will provide maintenance control of invasive species on a monthly basis at \$8,000.00 per month for 12 months. A lump sum fee of \$96,000.00 should be established for these services. Billing is monthly at \$8,000.00/month.

**Task 2 – Trail Maintenance –**

We will provide maintenance to control vegetation along the established trail system in order to maintain function and safe use for the public. We will provide trail maintenance on a monthly basis at \$4,000 per month for 12 months. A lump sum fee of \$48,000.00 should be established for these services. Billing is monthly at \$4,000.00/month.

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with Newfield Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: EW Consultants, Inc.

NAME: Edward R. Weinberg

TITLE: President

SIGNATURE: Edward R. Weinberg  
Digitally signed by Edward R. Weinberg  
Date: 2026.01.30 15:05:11 -05'00'

DATE: January 30, 2026

STATE OF FLORIDA  
COUNTY OF Martin

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30th day of January, 2025, by EA Weinberg in his capacity as President for EW Consultants, Inc. (name of Nongovernmental Entity).

K. Muscarella  
NOTARY PUBLIC

Personally Known OR  
 Produced Identification

Type of Identification Produced



**AGREEMENT FOR PEST CONTROL SERVICES**

<b>District:</b>	Newfield Community Development District (the "District")	<b>Contractor:</b>	Blake Pest Control, Inc. (the "Contractor")
<b>Mailing Address:</b>	2501A Burns Rd Palm Beach Gardens, FL 33410	<b>Mailing Address:</b>	332 SW North Shore Blvd. Port St. Lucie, Florida 34986
<b>Phone:</b>	(772) 345-5119	<b>Phone:</b>	(772) 370-9739

1. The Contractor agrees to provide the pest control services (the "Services"), described in more detail in Exhibit A. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
  
2. Contractor shall provide the Services for one (1) year beginning on the Effective Date (as defined herein) of this Agreement. Unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew for an additional one-year period upon the expiration of the then current term. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
  
3. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor in the amounts, and in accordance with, the terms set forth in Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District
  
4. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - c. If any automobiles are to be used on the District's property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except workers' compensation coverage). The Contractor shall furnish the District with the Certificate of

Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

5. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
6. In all matters relating to the Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
7. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Stephanie Brown ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119; SBROWN@SDSINC.ORG; OR 2501A BURNS RD, PALM BEACH GARDENS, FL 33410.**

9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

10. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
11. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
12. Contractor acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
  - d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

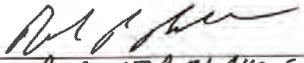
Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

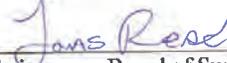
Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

13. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.
14. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.
15. The Agreement shall be deemed effective as of the date of the full execution of this Agreement (the "Effective Date").

**BLAKE PEST CONTROL, INC.**

  
By: ROBERT P BLAKE SR  
Its: OWNER  
Date: 1/28/26

**NEWFIELD COMMUNITY DEVELOPMENT  
DISTRICT**

  
Chairperson, Board of Supervisors  
Date: 2/16/26

**Exhibit A: Scope of Services**

**EXHIBIT A**

**Scope of Services**



**Blake Pest Control Inc.**

332 SW North Shore Blvd  
Pocahontas, FL 34986-1772  
772-370-9739  
hol@blakepest.com

**Estimate**

Estimate No: 93  
Date: 05/23/2025

For: Newfield  
1755 Sw. Creek St  
Palm City  
United States

Description	Quantity	Rate	Amount
Every other month pest and rodent control (no chemicals near organic farm)	1	\$385.00	\$385.00
	Subtotal		\$385.00
	TAX @ 0%		\$0.00
	Total		\$385.00
	<b>Total</b>		<b>\$385.00</b>

**Notes**

Every other month pest and rodent control  
Harvest house perimeter pavilion and demonstration center both rooms (three rodent boxes (hidden) perimeter spray and brick pavers (we will do our best to control tree ants under brick pavers)

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with Newfield Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Belle Port Canal Inc  
 NAME: ROBERT P BLAKE  
 TITLE: President  
 SIGNATURE: [Signature]  
 DATE: 2/4, 2026

STATE OF FLORIDA  
COUNTY OF ST LUCIE WEST

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4 day of FEBRUARY, 2026, by Robert P. Blake in his/her capacity as \_\_\_\_\_ for \_\_\_\_\_ (name of Nongovernmental Entity).

[Signature]  
NOTARY PUBLIC

Personally Known OR  
 Produced Identification  
DL FLORIDA  
Type of Identification Produced



**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND LOCATION OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING REVISED AMENITY RULES.**

**WHEREAS**, the Newfield Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Martin County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District’s Board of Supervisors will hold a public hearing to adopt amenity rules and rates, a proposed copy of which are attached hereto as **Exhibit A**. The Board will hold a public hearing on \_\_\_\_\_, 2026, at 9:30 a.m. at 1050 SW Prairie Avenue, Palm City, Florida 34990.

**SECTION 2.** At said public hearing, the Board will consider the amenity rules and rates of the District as more particularly set forth in attached **Exhibit A**.

**SECTION 3.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 26<sup>TH</sup> DAY OF FEBRUARY 2026.**

ATTEST:

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A:** Proposed District Rules

**EXHIBIT A**

**NEWFIELD  
COMMUNITY DEVELOPMENT DISTRICT**

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Rules, Policies and Fees  
for the  
Amenity Facilities

Adopted: \_\_\_\_\_, 2026

## DEFINITIONS

**"Amenity Facilities" or "Amenity"**- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Newfield Barn, the farm amenity, the Harvest House, and the Kinpling Conservancy Trails, together with their appurtenant facilities and areas.

**"Amenity Facilities Policies" or "Policies"** - shall mean these Amenity Facilities Rules, Policies, and Fees of the Newfield Community Development District, as amended from time to time.

**"Amenity Manager"** - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

**"Annual User Fee"**- shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**"Board of Supervisors" or "Board"** - shall mean the Newfield Community Development District's Board of Supervisors.

**"District"** - shall mean the Newfield Community Development District.

**"District Manager"** - shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Facility Renter"** – shall mean any person who applies and is approved to hold a private event at the Newfield Barn

**"Guest"** - shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

**"Non-Resident User"** - shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**"Patron" or "Patrons"** - shall mean Residents, Guests, and Non-Resident User who are eighteen (18) years of age and older.

**"Property Owner"** - shall mean that person or persons having fee simple ownership of land within the Newfield Community Development District.

**"Renter"** - shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

**"Resident"** - shall mean any person or persons having residence in a home within the Newfield Community Development District that is a Property Owner or a Renter with assigned user privileges pursuant to the policies set forth herein.

### **NEWFIELD ANNUAL USER FEE**

The Annual User Fee for any Non-Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities. The use of the Amenity Facilities are not available for commercial purposes.

### **GUESTS**

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Polices as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Residents or Non-Resident Users may bring no more than five (5) persons per household as guests to the Amenities at one time unless the Patron has reserved the Newfield Barn in accordance with the "THE AMENITY CENTER RENTAL POLICIES" provided herein.

### **RENTER'S PRIVILEGES**

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights, privileges, and responsibilities to use the Amenity Facilities as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **AMENITY FACILITY OPERATIONS**

*Hours:* The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

*Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number (772) 345-5119).

*District Equipment:* All equipment owned by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

***Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.***

### **GENERAL FACILITY PROVISIONS**

(1) All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of the offending Patron's Amenity Facility privileges.

(2) Two (2) Facility Access Cards will be issued to each household within the District and fee-paying Non-Resident User; for avoidance of doubt, two (2) is the maximum number of Facility Access Cards allowed per household or per Non-Resident User at any one time. If a replacement Facility Access Card must be purchased, requesting party shall be responsible for the actual cost to replace the same. If any payment is made using a credit card, an additional processing fee shall apply in addition to the replacement cost.

(3) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting and may, as a courtesy or if required by applicable law, notify Residents and Non-Resident Users of anticipated changes or changes made. Residents and Non-Resident Users are responsible for keeping up to date with the latest Policies. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees. The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining portions of the Policies, or any part thereof.

(4) Children under thirteen (13) years of age, unless noted otherwise, must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.

(5) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.

(6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in

any way which blocks the normal flow of traffic.

(7) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas unless a waiver is granted by the District.

(8) The Board of Supervisors (as an entity), its appointee, the District Manager, and the Amenity Manager shall have full authority to enforce these policies.

(9) Smoking and vaping are not permitted at any of the Newfield Amenity Facilities or District lands as designated by law.

(10) Patrons and their Guests shall treat all staff members with courtesy and respect.

(11) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities, except in the case of non-motorized bikes along the Kiplinger Conservancy Trails.

(12) The District will not offer childcare services to Patrons at any of the Amenity Facilities.

(13) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time.

(14) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.

(15) Alcoholic beverages are not permitted at any District owned facility or property at any time, except in the case of a rental of the Newfield Barn in which the Patron discloses their intention to provide alcoholic beverages during the rental and provided that all conditions in the Rental Form, attached hereto, have been met.

(16) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.

(17) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.

(18) Firearms or any other weapons are not permitted in any of the Amenity Facilities unless otherwise authorized pursuant to Florida law.

(19) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.

(20) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

(21) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are

responsible also complies with the same.

**LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- (1) Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.
- (3) Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **FITNESS TRAINING ROOM POLICIES**

*Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time without specific consent from the District's Board.

*Food and Beverage:* Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits and other athletic wear (no swimsuits)
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room only with the approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players, CD players, MP3 players, televisions, and/or speakers are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

## **FISHING POLICY**

Patrons may not fish from any lake/retention pond within the Newfield Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

### HOMEOWNERS ASSOCIATION USE OF FACILITIES

- (1) The Homeowners Association is permitted one (1) meeting per month at the Amenity Facilities without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate the Homeowners Association's use of the Amenity Facilities at any time.
- (2) The Homeowners Association that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during Homeowners' Association events.
- (3) **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service

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**NEWFIELD BARN RENTAL POLICIES**

Residents and Non-Resident Users may reserve the Newfield Barn through the Amenity Manager for various meetings, classes, events, etc. for a maximum of five (5) hours per event, between the hours of 9:00 a.m. and 9:00 p.m. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Residents and Non-Resident Users may not reserve the Newfield Barn more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event for the Newfield Barn shall not exceed seventy-five (75) people. If the number of persons attending an event exceeds seventy-five (75) people, Residents and Non-Resident Users must also pay for the salary of a District representative who will present during the event and will be available to provide assistance and coordination. Reservation of the Newfield Barn is on a first come, first serve basis and is subject to approval by the District Manager or Amenity Manager. Upon application for use of the Newfield Barn, the District or Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Newfield Barn will be required to pay the costs associated with the attendant. The Newfield Barn will not be available for use on the following days:

December 24 <sup>th</sup>	December 25 <sup>th</sup>
December 31 <sup>st</sup>	January 1 <sup>st</sup>
Easter Sunday	Memorial Day
July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	

The Newfield Barn is not available for rentals during above-stated days and weekend on which a federal holiday falls on either a Monday or Friday with the exception of Juneteenth, Martin Luther King Day, Washington’s Birthday, Columbus Day and Veterans Day.

Only the Newfield Barn and the Southern and Northern Patios are able to be rented out for private events. None of the other Amenity Facilities are available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. However, should any Patron or his or her guest(s) violates any of the policies set forth in this section or this Amenity Facilities Policies, the event will be immediately cancelled and the applicable security deposit shall be forfeited. See below for applicable rates.

No open burning or campfires are allowed at the Amenity Facilities.

Notwithstanding the foregoing, the Amenity Manager reserves the right to authorize all programs and activities, with regard to the number of Guest participants, equipment, supplies, usage, etc., conducted at the rental facilities for Homeowner’s Association regular meetings.

Below are additional **policies and guidelines** set forth and agreed upon by the Board and District Manager governing rental and events in the Newfield Barn:

- (1) Applicant must be a Resident or Non-Resident User (“Facility Renter”) who will be responsible for

- ensuring that their Guests adhere to the policies set forth herein.
- (2) All Facility Renter will be required to fill out and sign the Newfield Barn Rental Polices, Application and Agreement per the District Manager's or Amenity Manager's office, substantially in the form attached hereto as **Exhibit A**. In addition to the provisions contained herein, those requirements articulated in the Newfield Barn Rental Polices, Application and Agreement shall be incorporated to the rules and rates contemplated herein.
  - (3) The District is **NOT** licensed for the sale of alcoholic beverages. The Facility Renter requesting for rental that desires to provide alcoholic beverages for consumption during the rental event must abide by the following:
    - a. Facility Renter must notify the Amenity Manager in advance and receive approval for the service of alcoholic beverages at rental events, which the Amenity Manager may approve in its sole discretion.
    - b. Facility Renters must adhere to all federal and state laws regulating the service of alcoholic beverages, including but not limited to any required licenses or other approvals necessary for the service of alcoholic beverages.
    - c. Facility Renters acknowledges and agrees it assumes the risk and holds the District, its supervisors, offices, agents, and staff harmless from any and all liability arising out of the use of alcohol at rental events.
    - d. Facility Renter shall provide or cause to be provided Liquor Liability Insurance in an amount no less than \$1,000,000 or Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) acceptable to the District. This policy regarding additional event liability insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District, and its Supervisors, officers and staff, shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event. Facility Renter shall furnish a certificate to the District showing compliance with applicable insurance requirements prior to any such rental event.
    - e. Rental event attendees must be at least twenty-one (21) years of age to be served alcohol and must prevent valid picture identification at the request of District staff.
    - f. The District reserves the right to ask intoxicated persons to leave the District's property or to require the suspension of service of alcohol at rental events at any time, in its sole discretion.
  - (4) Patrons are not allowed to bring or use their own grills or smokers at the Newfield Barn.
  - (5) Appropriate attire must be worn at all times in the Newfield Barn, as applicable.
  - (6) Each individual is responsible for cleaning up the rental area after use.
  - (7) Loud music is not permitted and must comply with County's noise ordinance, as applicable.
  - (8) Please treat district staff and other Patrons with courtesy and respect.
  - (9) If any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.
  - (10) In addition to policy set forth above, if, during the event, the law enforcement is called to the Amenity Facilities due to a Patron's behavior that poses a threat to the health, safety and welfare of other Patrons of the District or to the District's property, then the Amenity Manager or the District Manager may, in his or her discretion, suspend that Patron's privileges to use the Amenity Facilities, for an appropriate duration in reasonable proportion to the severity of misconduct, or until the date of the next Board of Supervisors meeting, whichever occurs first. Such suspension may be appealed to the Board of Supervisors at their next regularly-held meeting, and the Board may consider, in their sole discretion, whether the suspension should be held as imposed,

adjusted, or reversed to reinstate the Patron's privileges, all in accordance with the "RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES" provided herein.

### **Schedule of Fees/Deposits**

- (1) The non-refundable rental fee for the **Newfield Barn** is set as follows:
  - (A) \$250.00 refundable security deposit
  - (B) \$500 non-refundable reservation fee for Patrons; \$1,500 reservation fee for non-Patrons.
  - (C) If the Facility Renter chooses to pay the applicable reservation fee via a credit card, a processing fee of \$6.00 shall be charged in addition to such reservation fee.
  - (D) Renter may also be subject to and be invoiced the cost of a district representative equal to the cost of such staffing, cleaning, security or service, as may be necessitated by the proposed event to be held at the facility, as determined by the Amenity Manager
- (2) The Newfield Barn has a maximum rental time limit of five (5) hours between the hours of 9:00 a.m. and 9:00 p.m. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original rental application will be considered correct. A check shall be made out to the "Newfield Community Development District" and submitted to the Amenity Management staff at the Amenity Facilities during posted office hours in advance of the rental event.
- (3) To receive a full refund of the security deposit, the following must be completed:
  1. Ensure that all garbage is removed from the premises.
  2. Remove all displays, favors or remnants of the event.(No adhesives permitted on walls or windows)
  3. Wipe off and restore the furniture and other items to their original position.
  4. Wipe off counters, table tops and sink area.
  5. Ensure that no damage has occurred to the Newfield Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Facility Renter reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Facility Renters may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any. As provided above, if any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.

### **Indemnification**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its supervisors, officers, staff, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes, or other applicable law.

## SUSPENSION AND TERMINATION OF ACCESS RULES

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

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In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2026, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Newfield Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded and are replaced in its entirety with the following, for any violations occurring after the Effective Date stated above.

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**1 Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Newfield Barn, the farm amenity, the Harvest House, and the Kinpling Conservancy Trails, together with their appurtenant facilities and areas. (“Amenities” or “Amenity”).

**2 General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

**3 Access Cards / Key Fobs.** Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

**4 Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”), depending on the severity of the Violation:

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitating or allowing unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor

for whom the person has charge, or a guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required);

m. Such person's guest or a member of their household committing any of the above Violations; or

n. Violating any state, federal, local laws, rules, ordinances, or regulations including but not limited to such violations likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

**5. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**6. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who is responsible of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**7. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**8. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager, or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted.

If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**10. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**11. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**12. Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the Board's determination of amount of an Administrative Reimbursement and/or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within

thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, Appeal Request filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**13. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**14. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

The above Policies were amended, restated supplemented and adopted by the Board of Supervisors for the Newfield Community Development District on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 (“Effective Date”).

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson

**Exhibit A – Form of Facility Use Application Agreement**

**CONSIDER APPROVAL OF PROPOSAL FOR  
SECURITY SERVICES – TACT TECH  
ENFORCEMENT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**