



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
& PUBLIC HEARING
MAY 28, 2026
9:30 A.M.**

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

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 #6317098
REGULAR BOARD MEETING & PUBLIC HEARING
May 28, 2026
9:30 A.M.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Establish Quorum	
D. Consider Board Member Resignation and Appointment to Board Vacancy.....	Page 2
E. Administer Oath of Office and Review Board Member Duties and Responsibilities	
F. Consider Resolution No. 2026-02 – Designating Certain Officers of the District.....	Page 3
G. Additions or Deletions to Agenda	
H. Comments from the Public	
I. Approval of Minutes	
1. February 26, 2026 Regular Board Meeting.....	Page 4
J. Public Hearing	
1. Proof of Publication.....	Page 7
2. Receive Public Comments on Amenity Rules, Rates and Fees	
3. Consider Resolution No. 2026-03 – Adopting Amenity Rules, Rates and Fees.....	Page 9
K. Ratification Items	
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2. Consider Ratification of Agreement for Pest Waste Station.....	Page 42
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L. Old Business	
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2. Consider Resolution No. 2026-05 – Setting a Public Hearing on Rules of Procedure.....	Page 99
3. Consider Approval of WillScot Credit Application.....	Page 100
4. Consider Approval of Ferris Wheel Agreement.....	Page 102

5. Consider Approval of Trail Run Event Services.....Page 113
6. Consider Approval of Fitness Agreement.....Page 125
7. Consider Approval of Purchasing Shirts for Newfield Staff.....Page 131

N. Administrative Matters

O. Board Member Comments

P. Adjourn



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Newfield Community Development District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 11/10/2025
SCN tcpalm.com 11/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/10/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost: \$139.20
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KAITLYN FELTY
Notary Public
State of Wisconsin

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REVISED FISCAL YEAR 2025/2026
MEETING SCHEDULE

The Board of Supervisors of the Newfield Community Development District will hold their regular meetings for Fiscal Year 2025/2026 at 1050 SW Prairie Avenue, Palm City, Florida 34990 at 9:30 a.m., as follows:

- November 20, 2025
- January 29, 2026
- February 26, 2026
- March 26, 2026
- April 30, 2026
- May 28, 2026
- June 25, 2026
- July 30, 2026
- August 27, 2026
- September 24, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 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 Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the 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.

District Manager
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
www.newfieldcdd.org
PUBLISH: STUART NEWS 11/10/25
TCN 11795901

Stephanie Brown

From: Karl Albertson <Karl.Albertson@mattamycorp.com>
Sent: Wednesday, March 4, 2026 1:16 PM
To: Stephanie Brown; James Fitzgerald
Subject: RE: [EXTERNAL] Newfield

From: Jonas Read <jonasmread@gmail.com>
Sent: Wednesday, February 25, 2026 1:31 PM
To: Dan Grosswald <Dan.Grosswald@mattamycorp.com>
Subject: [EXTERNAL] Re: Confidential

Hello Dan,

Please accept this email as my resignation from the following entities:

- Tradition Community Association, Inc.
- Tradition Commercial Association, Inc.
- Telaro Homeowners Association, Inc.
- Kenley at Tradition Homeowner's Associations, Inc.
- Cadence at Tradition Homeowner's Association, Inc.
- Seville at Tradition Homeowner's Association, Inc.
- Avila at Jensen Beach Homeowners association, inc.
- Brynlie at Tradition Homeowner's Association, Inc.
- Tresello Homeowner's Association, inc.
- Newfield CDD
- Tradition CDD - various districts
- Southern Grove CDD - various districts.

Additionally, you will want to change ownership of FDEP NPDES NOI generic permits on all projects, which are currently in my name.

Regards,

Jonas Read



K. Karl Albertson, Jr.
V.P. of Land Acquisition and Entitlement | Southeast Florida Division
O: (561) 413-6096
M: (754) 264-1535
karl.albertson@mattamycorp.com

Mattamy Homes USA

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 26, 2026**

A. CALL TO ORDER

The February 26, 2026, 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 February 16, 2026, as legally required.

C. ESTABLISH QUORUM

A quorum was established with the following Supervisors in attendance: Sam Nicho, Tony Piscopo and Jose Becerra.

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

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. APPROVAL OF MINUTES

1. October 29, 2025, Regular Board Meeting

The October 29, 2025, Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Becerra, seconded by Mr. Piscopo approving the minutes of the October 29, 2025, Regular Board Meeting, as presented. The **motion** passed unanimously.

G. RATIFICATION ITEMS

- 1. Consider Ratification of Tax Attorney Engagement Letter;**
- 2. Consider Ratification of Martin County Trespass Warning Agreement;**
- 3. Consider Ratification of Agreement between the District and Sprockets Adventures, Inc;**
- 4. Consider Ratification of Agreement between the District and Tideline Mobility LLC D/B/A SLIDR for Bicycle Sharing Services;**
- 5. Consider Ratification of Addendum to SAAS Service Agreement;**

6. Consider Ratification of Agreement between the District and H2O Perfection Inc. for Pond Maintenance Services;
7. Consider Ratification of Agreement for Window Repairs;
8. Consider Ratification of Agreement for Trail Maintenance and Invasive Control Services; and
9. Consider Ratification of Agreement for Pest Control Services

After Board discussion, a **motion** was made by Mr. Becerra, seconded by Mr. Nicho ratifying the above Items G1-9, 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. 2026-01 Setting Public Hearing on the Amenity Rules

Resolution No. 2026-01 was presented, entitled:

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.

Ms. Brown presented the amenity rules and Mr. Davenport was available to answer any questions from the Board Members.

A **motion** was made by Mr. Nicho, seconded by Mr. Piscopo adopting Resolution 2026-01 Setting a Public Hearing for April 30, 2026, at 9:30 a.m. to adopt the Revised Amenity Rules. The **motion** passed unanimously.

J. CLOSED SECURITY SESSION

*A **motion** was made by Mr. Nicho, seconded by Mr. Piscopo recessing the Regular Board Meeting at 9:43 a.m. and opening the closed security session. The **motion** passed unanimously.*

*A **motion** was then made by Mr. Nicho, seconded by Mr. Piscopo closing the Security Session and reconvening the Regular Board Meeting at 9:49 a.m. The **motion** passed unanimously.*

1. Consider Proposal for Security Services – Tact Tech Enforcement

A **motion** was made by Mr. Becerra, seconded by Mr. Nicho approving the Security Services Agreement with Tact Tech Enforcement in the amount of \$81,597.50, as presented. The **motion** passed unanimously.

K. ADMINISTRATIVE MATTERS

Ms. Brown reminded the Board to file the Form 1 no later than July 1, 2026.

Mr. Davenport stated that the Florida legislative session was underway, and he would provide any necessary updates upon the completion of the session.

L. BOARD MEMBER COMMENTS

There were no further Board Member comments.

M. ADJOURNMENT

There being no further business to come before the Board, Mr. Nicho adjourned the meeting at 9:49 a.m. There were no objections.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

AFFIDAVIT OF PUBLICATION

Laura Archer
Newfield Community Development District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:


SCN StLucie-IndianRv-Stuart 03/26/2026
SCN tcpalm.com 03/26/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/26/2026



Legal Clerk



Notary, State of WI, County of Brown

9-3-25

My commission expires

Publication Cost: \$82.36
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KONGMENG YANG
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State of Wisconsin

**NOTICE OF RULE DEVELOPMENT
BY THE
NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, the Newfield Community Development District ("District") hereby gives notice of its intention to develop Amenity Rules, Rates and Fees to govern the operations of the District. The proposed rule number is 2026-1.

The Amenity Rules, Rates and Fees provide for efficient and effective District amenity operations by setting rates and rules to implement the provisions of Section 190.035, Florida Statutes. The specific grant of rulemaking authority for the adoption of the proposed Amenity Rules, Rates and Fees includes Sections 190.035(2), 190.011(5), and 120.54, and 120.81, Florida Statutes.

A copy of the proposed Amenity Rules, Rates and Fees and the related incorporated documents, if any, may be obtained by contacting the District Manager c/o Special District Services, Inc., 2501 A Burns Road, Palm Beach Gardens, Florida 33410, (772) 345-5119, sbrown@sdsinc.org.

Stephanie Brown, District Manager
Newfield Community Development District

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

www.newfieldcdd.org

Pub: March 26, 2026 TCN

AFFIDAVIT OF PUBLICATION

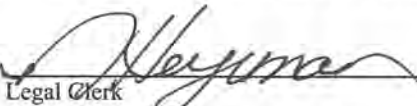
Laura Archer
Newfield Community Development District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

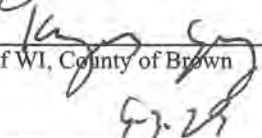
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SCN StLucie-IndianRv-Stuart 04/02/2026
SCN tcpalm.com 04/02/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/02/2026



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$219.56
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NOTICE OF RULEMAKING REGARDING THE AMENITY RULES AND RATES OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed amenity rules and rates (the "Proposed Rules and Rates"). The Proposed Rules and Rates number is 2026-1. Prior notice of rule development relative to the Proposed Rules and Rates was published in the Stuart News on March 26, 2026.
A public hearing will be conducted by the Board of Supervisors (the "Board") of the Newfield Community Development District (the "District") on April 30, 2026, at 9:30 a.m. at 1050 SW Prairie Avenue, Palm City, Florida 32980 relative to the adoption of the Proposed Rules and Rates. Pursuant to Sections 190.011(5) and 190.012(3), Florida Statutes, the Proposed Rules and Rates will not require legislative ratification.
The summary, purpose and effect of the Proposed Rules and Rates is to provide for efficient and effective District amenity operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the Proposed Rules and Rates includes Sections 190.011(5), 190.011(5) and 190.035, Florida Statutes. The specific laws implemented in the Proposed Rules and Rates include, but are not limited to, Sections 190.035(2), 190.011(5), and 190.54, and 120.81, Florida Statutes.
A statement of estimated regulatory costs, as defined in Section 120.541(2), Florida Statutes, has not been prepared relative to the Proposed Rules and Rates. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.
For more information regarding the public hearing, the Proposed Rules and Rates, or for a copy of the Proposed Rules and Rates and the related incorporated documents, if any, please contact the District Manager c/o Special District Services, Inc., 2501 A Burns Road, Palm Beach Gardens, Florida 33410, (772) 345-5119, sdrown@sdainc.org (the "District Manager's Office").
The public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may participate in the public hearing by speaker telephones.
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.
Stephanie Brown, District Manager
Newfield Community Development District
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
www.newfieldcdd.org
Pub: April 2, 2026 TCH12202778

KONGMENG YANG
Notary Public
State of Wisconsin

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Newfield Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the amenity rules and rates, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Amenity Rules and Rates”); and

WHEREAS, the Board finds that the Amenity Rules and Rates outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning ratemaking and rate adoption, including the holding of a public hearing thereon.

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

SECTION 1. The Amenity Rules and Rates set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amenity Rules and Rates shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[CONTINUED ON FOLLOWING PAGE]

PASSED AND ADOPTED this 28th day of May, 2026.

ATTEST:

**NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rules and Rates

EXHIBIT A

NEWFIELD
COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
for the
Amenity Facilities

Adopted: May 28, 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 Kipling 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 bikes and e-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 eight (8) hours per event, between the hours of 9:00 a.m. and 9:00 p.m. The eight (8) 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 (70) people. 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 th	December 25 th
December 31 st	January 1 st
Easter Sunday	Memorial Day
July 4 th	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. The lawn of the farm may also be rented out for weddings only for an additional fee. None of the other Amenity Facilities are available for reservation and shall remain open to all Patrons and their guests during normal operating hours. Persons who are not Patrons (“Non-Patrons”) may also rent the Newfield Barn at the Non-Patron rate set forth herein. Charitable organizations qualifying under Section 501(c)(3) of the Internal Revenue Code shall receive the Patron rate.

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, Non-Resident User, Non-Patron, or a charitable organization qualifying under Section 501(c)(3) of the Internal Revenue Code (“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 Policies,

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 Policies, Application and Agreement shall be incorporated to the rules and rates contemplated herein.

- (3) Facility Renters are required to use an event planner for the scheduled event. For any vendors the Facility Renter intends to use for the event, including the event planner, the Facility Renter must provide the District with the vendor's certificate of insurance naming the Newfield Community Development District and its officers, supervisors, and staff as additional insured.
- (4) Reservations may be made up to twelve (12) months in advance for weddings and up to six (6) months in advance for all other events.
- (5) The refundable security deposit is due upon the execution of the rental agreement. The rental fee is due no later than three (3) days prior to the date of the scheduled reservation. Reservations for which the rental fee is not received within this timeframe may be canceled by the Amenity Manager or his or her designee. Rental fees paid to the District are refundable if the Facility Renter cancels the reservation before the rental fee due date has elapsed. The District will retain 50% of the rental fee for cancellations occurring after this date.
- (6) The Facility Renter must submit an itinerary to the District for approval no later than ten (10) days prior to the scheduled event. The itinerary must include the length of the requested rental period (including any additional hours requested), the hours during which the event is to take place, the set-up and breakdown times, and the time of expected guest arrival and departure.
- (7) Event setup and floor plan requests must be received at least five (5) days prior to the scheduled event. Failure to do so will result in an additional charge of \$100.00. Removal and/or arrangement of furniture is permitted by District staff only.
- (8) The District is **NOT** licensed for the sale of alcoholic beverages. The Facility Renter requesting for rental that desires to sell or dispense 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 be licensed with the Florida Department of Business and Professional Regulation and hold any other necessary licensure required by the State or Martin County for the sale or service of alcoholic beverages, and must adhere to all federal and state laws regulating the same.
 - 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 special events insurance coverage (that includes liquor liability coverage) in an amount deemed acceptable to the District in its sole discretion. 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.
- (9) Patrons are not allowed to bring or use their own grills or smokers at the Newfield Barn.
- (10) Flammable objects (such as candles) are not permitted. The use of glitter and confetti is highly discouraged and may result in loss of the security deposit if not properly removed.
- (11) Nothing, including staples, tape, nails, pushpins, and other similar objects, shall be affixed to the

walls, ceilings, doors, windows, or floors. Any damages will be charged to the Facility Renter, at the discretion of the District.

- (12) Music, movies, videos, and other electronic or entertainment media containing offensive language or obscene material are not permitted.
- (13) If the scheduled event extends past the rental period requested and approved on the itinerary submitted to the District, the Facility Renter will be assessed an additional fee of \$200 per hour, the deposit may be forfeited, and future privileges may be revoked.
- (14) The Facility Renter or their designee must be present and in the building during the entire rental period. The District reserves the right to terminate the rental agreement and retain 100% of the deposit and the rental fee if the Facility Renter is not on the premises for the duration of the event.
- (15) Appropriate attire must be worn at all times in the Newfield Barn, as applicable.
- (16) Each individual is responsible for cleaning up the rental area after use.
- (17) Loud music is not permitted and must comply with County's noise ordinance, as applicable.
- (18) Please treat district staff and other Patrons with courtesy and respect.
- (19) 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.
- (20) 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 (including charitable organizations qualifying under Section 501(c)(3) of the Internal Revenue Code); \$1,500 reservation fee for Non-Patrons.
 - (C) \$1,000 barn and farm lawn rental fee for Patrons (8-hour rental period – weddings only); \$3,000 barn and farm lawn rental fee for Non-Patrons (8-hour rental period – weddings only).
 - (D) \$100 per hour for each hour by which the rental period has been extended beyond the standard rental period; \$200 per hour if rental includes farm lawn.
 - (E) 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.
 - (F) Renter shall be charged a security fee of \$30 per hour (minimum of 4 hours) for CDD security services, which will be present for the duration of the scheduled event. Renter may also be subject to and be invoiced the cost of additional staffing, cleaning, 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 eight (8) 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.

All rentals will require a post-event inspection for return of security deposit. The security deposit will be held until the District has inspected the reserved room(s) for any damages and will be returned within ten (10) business days of the event. If damages are found or additional cleaning is required, the District will provide written explanation and deduct the additional cost from the collected security deposit. Any additional costs are due and payable within two (2) business days of notification by the District. 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)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on May 28, 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.

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 Kipling 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 adopted by the Board of Supervisors for the Newfield Community Development District on this 28th day of May, 2026 (“Effective Date”).

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

Exhibit A

Form of Facility Use Application Agreement



NEWFIELD
MARTIN COUNTY, FL

Newfield Barn Rental Package

Venue Details

- 70 person capacity
- Private use of 1st floor of barn event space and southern/northern patios (lawn of the farm may also be rented out for weddings only for an additional fee)
- Dedicated on-site staff member to facilitate privacy
- Available Monday-Sunday

In-person tours available via appointment only

See "Rental Agreement" for terms & conditions

Contact the Lifestyle Team (info@newfieldfl.com) for availability

Patron Rate

- \$250 security deposit
- \$500 barn rental fee (8-hour rental period)
- \$1,000 barn and farm lawn rental fee (8-hour rental period – wedding only)
- \$100 per hour for each hour by which the rental period has been extended beyond the standard rental period; \$200 per hour if rental includes farm lawn
- \$30 per hour security fee (minimum of 4 hours)
- If the applicable reservation fee is paid via a credit card, a processing fee of \$6.00 shall be charged in addition to such reservation fee
- Can be booked up to 12 months in advance for weddings. Can be booked up to 6 months in advance for all other events

Non-Patron Rate

- \$250 security deposit
- \$1,500 rental fee (8-hour rental period)
- \$3,000 barn and farm lawn rental fee (8-hour rental period – wedding only)
- \$100 per hour for each hour by which the rental period has been extended beyond the standard rental period; \$200 per hour if rental includes farm lawn
- \$30 per hour security fee (minimum of 4 hours)
- If the applicable reservation fee is paid via a credit card, a processing fee of \$6.00 shall be charged in addition to such reservation fee
- Can be booked up to 12 months in advance for weddings. Can be booked up to 6 months in advance for all other events



NEWFIELD
MARTIN COUNTY, FL



Newfield Barn | 7745 SW Creek St, Palm City, FL 34990
305-391-3757 | www.newfieldfl.com | info@newfieldfl.com

Newfield Barn Rental Application & Contract

Applicant Information:

Are you a Newfield Patron?

- Yes
- No

Applicant Full Name: _____

Applicant Phone Number: _____

Applicant Email Address: _____

Applicant Address: _____

If a Patron, ID will be required for the Patron rate

Event Information:

Type of Event: _____



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Event Date: _____

Expected Attendance: _____

Will alcohol be served? Yes No

Is this event open to the public? Yes No

Setup time requested: _____

Barn access time (setup begins): _____ *(AM/PM)*

Event Start Time: _____ *(AM/PM)*

Event End Time: _____ *(AM/PM)*

Barn Vacate Time (clean up complete): _____ *(AM/PM)*

Terms and Conditions for Barn Rental and Use

1. The amenities are available for reservation on a first-come, first-served basis. Recurring reservations are allowed. However, reservations may not monopolize amenity use in such a fashion as to prevent others from a fair opportunity to use the facilities.
2. Activities sanctioned by the Newfield Lifestyle Team, the Rosette Park Homeowners Association, or Newfield Community Development District, including Board of Directors and committee meetings, have precedence over reservations.
3. It is the responsibility of the applicant to ensure their activity does not interfere with the normal operations of the amenities.
4. Group use may not exceed the maximum capacities, as stated on the applicable rate sheet. No exceptions will be made for the recorded maximums. The Newfield Community Development District (CDD) has the right to terminate this Agreement if the applicant's guests, attendees, or vendors violate any rules or regulations.
5. The applicant assumes full responsibility for the proper conduct of their attendees, guests, and vendors. All renters and their guests shall treat the CDD staff with respect and adhere to all CDD staff requests.
6. The applicant whose name appears on the rental agreement must check in with the assigned team member upon arrival. The applicant or their designee must be present and in the building during the entire rental period. The CDD reserves the right to terminate this



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Agreement and retain 100% of the deposit and the rental fee if the applicant is not on the premises for the duration of the event.

7. The applicant must request approval from the CDD if any print, televised, or other media is desired to be present at the event.
8. Reservations may only occur Monday – Sunday within the hours of 9 AM – 9 PM. The rental timeframe includes guest/vendor departure, cleanup, and breakdown. The CDD may, at its sole discretion, permit a scheduled event to begin prior to 9 AM or extend past 9 PM upon request.
9. The refundable security deposit is due upon the execution of this rental agreement. The rental fee is due no later than three (3) days prior to the date of the scheduled reservation. Reservations for which the rental fee is not received within this timeframe may be canceled by the amenity manager or his or her designee. Rental fees paid to the CDD are refundable if the applicant cancels the reservation before the rental fee due date has elapsed. The CDD will retain 50% of the rental fee for cancellations occurring after this date. The security deposit and rental fee must be paid by check payable to “Newfield Community Development District” and made by the applicant. No cash payments will be accepted.
10. Applicants are required to use an event planner for the scheduled event. For any vendors the applicant intends to use for the event, including the event planner, the applicant must provide the CDD with the vendor’s certificate of insurance naming the Newfield Community Development District and its officers, supervisors, and staff as additional insured.
11. The preexisting furniture: two couches, four rocking chairs, two coffee tables, and two side tables, and one console table are included in the rental and will be set up in the requested configuration (restrictions apply) in the reserved space(s) prior to the start of the rental. Event setup and floor plan requests must be received at least five (5) days prior to the scheduled event. Failure to do so will result in an additional charge of \$100.00. If no requests are received within five (5) business days, the space(s) will be left “as is” in accordance with the standard layout. Removal and/or arrangement of furniture is permitted by CDD staff only.
12. The CDD makes no representations or warranties concerning the sufficiency of the electrical power at the rental facility and is not responsible for any power failures that occur during the rental period. The CDD will not provide extension cords or other such electrical equipment. All such equipment must be provided by the applicant. If the rental includes a room with a television, its use for a presentation is permitted. Applicants shall notify the CDD staff no later than five (5) days prior to the rental to ensure the proper connections are available.
13. All scheduled events with a duration of eight (8) hours or less will be charged the applicable flat rate specified above. The CDD may permit a rental to exceed the standard



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8-hour period for an additional \$100 per hour. The maximum period for which the rental may be extended will be determined on a case-by-case basis at the absolute discretion of the CDD. Set up, breakdown, guest departure, item removal, and cleanup must occur within the rental period. The applicant must submit an itinerary to the CDD for approval within ten (10) days of the scheduled event. The itinerary must include length of the requested rental period (including any additional hours requested), the hours during which the event is to take place, the set-up and breakdown times, and the time of expected guest arrival and departure.

14. The set-up and breakdown for the event are the responsibility of the applicant but must be coordinated with the CDD. It is the responsibility of the applicant to ensure vendors' breakdown, clean-up and departure time occurs within the allotted timeframe. If the scheduled event extends past the rental period requested and approved on the itinerary submitted to the CDD, the applicant will be assessed an additional fee of \$200 per hour, the deposit may be forfeited, and future privileges may be revoked.
15. It is the responsibility of the applicant to ensure the reserved space(s) is returned to its original condition prior to the start of the scheduled event. Clean-up should be completed to the satisfaction of the CDD to receive full refund of the security deposit. Failure to do so may result in loss of all or a portion of the security deposit as well as any additional fees assessed for additional clean-up costs or required repairs. If additional cleaning services are required after the conclusion of the scheduled event, the applicant will be responsible for reimbursing the CDD for the costs of those cleaning services which exceed the security deposit. Two (2) trash bins will be provided by the CDD. Additional trash bins, if necessary, along with trash bags for all the trash bins, including the ones provided by the CDD, must be provided by the applicant. The applicant is responsible for bringing all other cleaning supplies. Clean-up shall include but shall not be limited to: a. Removal of all personal items, event supplies, and equipment; b. Removal of litter, and debris; c. Wipe down of all reserved/used surfaces; and d. Return of any CDD provided chairs, tables, or other equipment to their original location in a neat and orderly manner. Trash should be removed from the building and bathrooms, and brought to the designated dumpster.
16. Nothing, including staples, tape, nails, pushpins, and other similar objects, shall be affixed to the walls, ceilings, doors, windows, or floors. Any damages will be charged to the applicant, at the discretion of the CDD. Equipment and/or furniture may not be removed from the amenities, unless pre-approved by the CDD.
17. All rentals will require a post-event inspection for return of security deposit. The security deposit will be held until the CDD has inspected the reserved room(s) for any damages and will be returned within ten (10) business days of the event. If damages are found or additional cleaning is required, the CDD will provide written explanation and deduct the additional cost from the collected security deposit. Any additional costs are due and payable within two (2) business days of notification by the CDD.



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Applicants may utilize catering vendors or provide their own food and beverage. Drop-off catering is permitted. The venue does not offer ovens, microwaves, gas ranges, induction burners, refrigerators, freezers, or dishwashers. Cooking or serving equipment and utensils are not provided; the renter shall be responsible for providing their own supplies. There is a single prep area that caterers may use.

18. Alcoholic beverages are sold or dispensed by individuals or entities that have rented all or a portion of the Newfield Barn so long as such individuals or entities: i) sell or dispense such beverages in accordance with Florida law; ii) are licensed with the Florida Department of Business and Professional Regulation and hold any other necessary licensure required by the State or Martin County; and iii) provide a certificate of special events insurance coverage (that includes liquor liability coverage) naming the District as an additional insured held in an amount deemed to be acceptable by the District in its sole discretion.
19. Music, movies, videos, and other electronic/entertainment media containing offensive language or obscene material are not permitted.
20. No illegal substance(s) are allowed in or around the amenities. Smoking is prohibited in or around the amenities to the greatest allowable extent under Florida law. Flammable objects (such as candles) are not permitted. The use of glitter/confetti is highly discouraged and may result in loss of deposit if not properly removed.
21. Street parking is available at and around the venue. By approving the reservation of a scheduled event, the CDD does not agree to provide parking or in any way guarantee the availability of parking around the venue during the time of the scheduled event. However, arrangements for valet parking may be provided by the CDD upon request. If valet parking is desired, please contact amenity management to discuss the feasibility of said arrangement.
22. The CDD has retained a security contractor to provide security services for the CDD. CDD security shall be present for the duration of the scheduled event. The CDD will not allow the applicant to retain private security services in addition to or in lieu of CDD security. The CDD is charged \$30 per hour for the security services. The applicant will be assessed for the cost of the security services for the scheduled event. The security fee shall be due and payable at the same time as the rental fee.



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Contract Agreement:

My signature confirms that I am responsible for the group contracting to reserve the area(s) specified and that I have read and fully understand the terms and conditions for use. I agree to be fully bound by the requirements established by this contract and agree to abide by the rules set forth in this contract as well as all CDD rules and regulations.

I understand that I will receive a refund of the security deposit if all the terms of the contract are met, and all rules are honored. If there is damage to the CDD property and surrounding areas or additional cleaning needed in excess of the security deposit, I will pay the additional charges. Further, I agree that should I fail to pay the excess charges and the Newfield Community Development District must file suit in Martin County, Florida, to enforce this contract, I will pay the District's attorneys' fees, expert witness fees, and paralegal fees and costs.

I understand that failure to abide by the terms of this contract could result in additional costs and/or denial of future reservation requests. I hereby indemnify and hold the Newfield Community Development District, its supervisors, officers, employees, and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorneys' fees, arising from the performance of this contract or any act, omission or negligence.

Printed Name

Signature

Date

To be completed by the CDD	
Date submitted: _____	Received by: _____
Security Deposit (Amount): _____	Check #: _____
Rental Fee (Amount): _____	Check #: _____
Setup arrangement(s) due by: _____	
Special event insurance & applicable vendor COI(s) due by: _____	

AGREEMENT FOR ELECTRICAL SERVICES

District:	Newfield Community Development District (the "District")	Contractor:	Go Local Electric, LLC (the "Contractor")
Mailing Address:	2501A Burns Rd Palm Beach Gardens, FL 33410	Mailing Address:	660 SE Monterey Road Stuart, FL 34996
Phone:	(772) 345-5119	Phone:	(772) 237-2351

1. The Contractor agrees to perform general electrical services (the "Services"). 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 for electrical services, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, public health, sanitation, 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 successive one-year periods 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 30 days written notice by either party. In the event of termination for convenience, Contractor shall not be entitled to lost profits or any other damages of any kind resulting from such termination by the District, provided however that Contractor shall be entitled to payment for all work properly performed through the effective date of termination, less any amounts owed to the District for offsets or damages. In the event of termination for cause due to Contractor's breach or default, Contractor shall only be entitled to payment for work properly performed through the effective date of termination, less any amounts owed to the District for damages, offsets, or costs incurred by the District to complete the work or remedy any deficiencies.

3. The District agrees to pay the Contractor for the Services in accordance with the rates set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District no later than the fifth (5th) day of the month after any Services have been rendered. Each 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 seq. of the Florida Statutes, these 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). Prior to commencing any work under this Agreement, the Contractor shall furnish the District with a Certificate of Insurance and applicable endorsements evidencing compliance with these requirements. The Contractor shall provide updated certificates upon renewal of any policy and shall notify the District immediately of any material change in coverage. 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 its best skill and judgment 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, 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 to 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").

GO LOCAL ELECTRIC, LLC

By: 
Its: Rocky Oliveira
Date: 4-16-26

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT



Chairperson, Board of Supervisors
Date: 4/14/2026

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services



Go Local Electric, LLC
660 SE Monterey Road
Stuart, FL 34996
772-237-2351
info@golocalelectric.com

To whom It may concern,

Our pricing is as follows:

\$125./hr- Normal Rate
\$175./hr- After Hours
\$195./hr- Weekend Rate

Thank you,

Randy Oliveira
Manager/Owner

AGREEMENT FOR PET WASTE STATION MANAGEMENT SERVICES

District:	Newfield Community Development District (the "District")	Contractor:	Rising Tide Delta, LLC d/b/a Doody Calls of the Treasure Coast (the "Contractor")
Mailing Address:	2501A Burns Rd Palm Beach Gardens, FL 33410	Mailing Address:	3291 SW Island Way Palm City, FL 34990
Phone:	(772) 345-5119	Phone:	(954) 319-7155

1. The Contractor agrees to install the pet waste stations (the "Installation Services") and provide the pet waste station management services (the "Management Services", together with the Installation Services, the "Services"), described in more detail in **Exhibit A**, which is attached hereto and incorporated herein by reference. 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 for pet waste management services, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, public health, sanitation, 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 30 days written notice by either party. In the event of termination for convenience, Contractor shall not be entitled to lost profits or any other damages of any kind resulting from such termination by the District, provided however that Contractor shall be entitled to payment for all work properly performed through the effective date of termination, less any amounts owed to the District for offsets or damages. In the event of termination for cause due to Contractor's breach or default, Contractor shall only be entitled to payment for work properly performed through the effective date of termination, less any amounts owed to the District for damages, offsets, or costs incurred by the District to complete the work or remedy any deficiencies.

3. The District agrees to pay the Contractor for the Installation Services in accordance with the terms specified in **Exhibit A**. The District further agrees to pay the Contractor for the Management Services 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). Prior to commencing any work under this Agreement, the Contractor shall furnish the District with a Certificate of Insurance and applicable endorsements evidencing compliance with these requirements. The Contractor shall provide updated certificates upon renewal of any policy and shall notify the District immediately of any material change in coverage. 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.

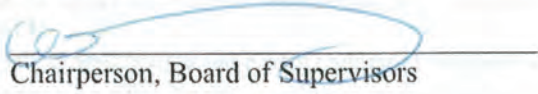
13. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.
14. To the extent any of the provisions of this Agreement are in conflict with 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").

**RISING TIDE DELTA, LLC D/B/A DOODY
CALLS OF THE TREASURE COAST**



By: Erica Brewer
Its: owner
Date: 4/16/2026

**NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT**


Chairperson, Board of Supervisors

Date: 4/14/2026

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services

Pet Waste Station Pricing

Pet Waste Stations with Roll Bag Dispenser

Quantity	Item	Location	Price
4	DC Admiral Station: Includes 1 Sealed Waste Bin with lid, 1 Roll Waste dispenser, 1 Square Post (Complete Station), 1 Sign Color Option: Black	tbd	\$500.00 Per Station
Total			\$2,000.00

Notes: Price does NOT include Sales Tax for units.

Installation

Quantity	Item	Location	Price
4	Installation of each station with concrete	tbd	\$62.50 Per Station
Total			\$250.00

Pet Waste Station Service Pricing

Pet Waste Bags

Type	Quantity	Price
DoozyCalls Roll Style Doggie Waste Bags	1 Roll (200 bags per roll)	Included in weekly service

Notes: Restock every visit if needed.

Weekly Service at each waste station (per unit cost)

Frequency	Item	Locations	Price	Total
1x per week (52x per year)	<u>Service:</u> Includes: Removal & disposal of pet waste from each waste station, replacement of can liner, refill of doggy bags (if necessary), scooping immediate surrounding area	tbd	\$15 per station	\$15 per week
Average Monthly Cost				\$60.00
Total Annual Cost				\$780.00

ADDENDUM TO DYNAFIRE AGREEMENT FOR SERVICES

Customer:	Newfield Community Development District (the "Customer")	Company:	DynaFire, LLC (the "Company")
Mailing Address:	2501A Burns Rd Palm Beach Gardens, FL 33410	Mailing Address:	109 Concord Drive Casselberry, Florida 32707
Phone:	(772) 345-5119	Phone:	(407) 830-6500

The following provisions govern the *DynaFire Agreement for Services*, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for services:

1. 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 and property damage, 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 the Customer 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 to 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.

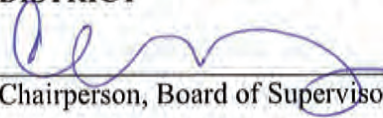
DYNAFIRE, LLC



By: _____
Its: Steven Hatch, CEO
Date: _____

5/6/2026

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT



Chairperson, Board of Supervisors

Date: 4/14/2026

Celine Walsh

Exhibit A: Proposal

Exhibit A

Dynafire Agreement for Services

Newfield - Retail Store
 62233

DYNAFIRE AGREEMENT FOR SERVICES

Service To Be Provided At:

Property Name: Newfield - Retail Store & Barn
 Address: 1001 Southwest Newfield Parkway, Palm City, FL 34990, USA
 Attn: Stephanie Brown

Corporate Address:

Company Name: Newfield - Retail Store
 Corporate Address: 1001 Southwest Newfield Parkway, Palm City, FL 34990, USA
 Attn: Stephanie Brown

Billing Address:

Billing Information	Select One	
Send to Property Serviced:	<input type="checkbox"/>	1001 Southwest Newfield Parkway, Palm City, FL 34990, USA
Send to Corporate: (when applicable)	<input type="checkbox"/>	1001 Southwest Newfield Parkway, Palm City, FL 34990, USA
Send to Other:	<input type="checkbox"/>	
Attn:		Stephanie Brown

Notes:

**Agreement for annual fire alarm monitoring.
 Annual fire alarm inspection**

SCHEDULE OF SERVICES

Service	Price	Qty	Subtotal
Newfield - Retail Store			
1001 Southwest Newfield Parkway, Palm City, FL 34990, USA			
RECURRING			
Monitoring - DynaNet - Re-Sign Annual fire alarm monitoring cost using FM radio mesh technology. DYNA1A33	\$780.00	1	\$780.00
Fire Alarm Inspection - Annual - Re-Sign Fire Alarm Inspection - Annual	\$250.00	1	\$250.00
Subtotal			\$1,030.00
Tax 1 (6.5%)			\$66.95
Total			\$1,096.95

Service	Price	Qty	Subtotal
Newfield - Barn			
1001 Southwest Newfield Parkway, Palm City, FL 34990, USA			
RECURRING			
Monitoring - DynaNet RE-SIGN Annual fire alarm monitoring cost using FM radio mesh technology. DYNA1A32	\$780.00	1	\$780.00
Fire Alarm Inspection - Annual - Re-Sign Fire Alarm Inspection - Annual	\$250.00	1	\$250.00
Non-Recurring			
NEW CLIENT RE-SIGN ADMINISTRATION FEE \$147	\$147.00	1	\$147.00

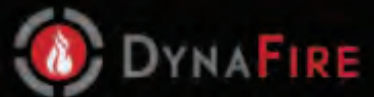


Corporate Office
109 Concord Drive
Casselberry, FL 32707
407.830.6500
DynaFire.com



Subtotal	\$1,177.00
Tax 1 (6.5%)	\$76.51
Total	\$1,253.51

- * Prices based on annual payment in advance for monitoring services only. All other services to be invoiced upon completion net 5 days.
- * Additional fees may apply if reports produced by DynaFire have to be submitted to local AHJ; if said AHJ has a third-party organization that collects on their behalf.
- * Inspection Pricing is based on counts provided by customer. If discrepancies in device counts are discovered, pricing may be adjusted accordingly.





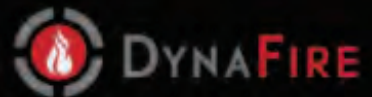
Corporate Office
 109 Concord Drive
 Casselberry, FL 32707
 407.830.6500
 DynaFire.com



This Agreement (the "Agreement" is entered into by and between DynaFire, LLC ("DynaFire") whose corporate address is 109-B Concord Drive, Casselberry, FL 32707 and Newfield - Retail Store (the "Client") whose corporate address is 1001 Southwest Newfield Parkway, Palm City, FL 34990, USA. DynaFire and Client may each be referred to as a "Party" or collectively as "Parties" in this Agreement.

The effective date of this agreement is 05/06, 2026. The Commencement Date of Recurring Services shall be 05/06, 2026.

Agreement Accepted By:	Agreement Submitted By:
Client Name:	Client Sales Representative: Joshua Espinal
Title:	DynaFire Approval By:
Company:	
Signature:	Signature:
Date:	Date:



AGREEMENT FOR SERVICE 62233**1 General**

This is a Monitoring, Inspections, and Testing Service Agreement between Client and DynaFire. This Agreement is for the Services (as defined herein) at 1001 Southwest Newfield Parkway, Palm City, FL 34990, USA and other such locations as described on the Schedule of Services or Service Proposal (such locations collectively referred to herein as the "Premises"). The "Services" are those services described in the Service Proposal prepared by DynaFire and executed by both parties or a portion of this Agreement (which may be an attachment) entitled "Schedule of Services." The Service Proposal or Schedule of Services is hereby incorporated and made a part of this Agreement by reference and referred to herein as the "Scope". During the term of this Agreement, DynaFire may propose additional services; should Client accept any such proposal, the proposed services shall be included among the Services within the Scope.

2 Monitoring Services

2.1. This paragraph applies if the Services include Central Station signal receiving and notification from monitoring. Upon receipt of a signal from Client's fire alarm system, DynaFire or its designee communication center, hereinafter referred to as "Monitoring Company", shall make reasonable efforts to notify Client and the appropriate fire department and comply with AHJ dispatch procedures. Client acknowledges that signals transmitted from Client's Premises directly to fire departments are not monitored by personnel of DynaFire or its Monitoring Company and DynaFire does not assume any responsibility for how such signals are monitored or the response, if any, to such signals. Client acknowledges that signals transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes pass through communication networks wholly beyond the control of and not maintained by DynaFire, and DynaFire shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Company or damages arising therefrom, or for data corruption, theft or viruses to Client's computers connected to communication equipment.

2.2. DynaFire will make a reasonable effort to contact the first person reached or notified on the Primary Contacts List either via telephone call, or email message. No more than one call to the Primary Contacts List shall be required and any form of notification, including leaving a voicemail or answering machine message, shall satisfy DynaFire's notification obligation.

2.3. Client authorizes DynaFire to access the control panel to input or delete data and programming. If Client requests DynaFire to reprogram system functions, remotely or on Premises, Client shall pay DynaFire \$90.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Client's expense at DynaFire's customary charges.

2.4. DynaFire may, without prior notice, suspend or terminate its services in the event of Client's default under this Agreement or in event Monitoring Company's facility or communication network is non-operational or Client's system is sending excessive false alarms. Monitoring Company is authorized to record and maintain all data and alarm communications and shall be the exclusive owner of such property.

3 Inspection & Testing Services

Upon request, Client shall furnish to DynaFire in writing past Inspection Reports, Equipment List with counts of devices, or fire protection shop drawings as a reference for DynaFire. Client warrants the accuracy of such information. All changes and revisions shall be supplied to DynaFire in writing. If unable to provide written documentation, Client authorizes DynaFire representatives to survey property with or without Client. DynaFire is authorized to access to all spaces of the property. If DynaFire surveys the property, Client acknowledges that fire protection components may be omitted due to limited access or if such components are enclosed in locked compartments, hidden by building construction, or not readily visible from safe and obvious pathways. If additional equipment and/or systems are identified at time of performing services, DynaFire may adjust prices accordingly.

4 Term & Termination

The term of this Agreement shall be five years from the Commencement Date set forth in the Service Proposal or Schedule of Services. The Parties intend that Services will begin at the Commencement Date set forth hereinabove; provided, that should the timing of governmental permitting, inspections, or certificates of occupancy ("Approvals") delay the ability of DynaFire to provide Services, the Commencement Date shall be adjusted to that date when such Approvals are obtained. This Agreement shall automatically renew at the end of the initial term for one year and shall automatically renew for additional one-year term upon each term expiration thereafter. At the end of a term, the Agreement is terminable by either party upon the giving of a written notice at least thirty days prior to the end of such term to that effect to the other party, provided however, that the Client shall pay all charges due for services rendered or contracted for prior to the termination date. Client may terminate this Agreement upon ninety days' notice upon the sale of the protected property to an unaffiliated party in an arm's length transaction, provided that Client has paid all charges due for the services rendered prior to the termination date, including a disconnection charge. Termination by either party, as permitted by this Agreement, requires written notice and shall be made by registered or certified mail, hand delivery, or delivery by a national commercial overnight courier service (e.g., FedEx). If this Agreement is terminated, the Client shall inform each insurance carrier covering the Premises and the Authority Having Jurisdiction ("AHJ") of the Premises. Client agrees that monitoring shall commence three days following programming and connection. Transmission of signals to Monitoring Company after the termination shall result in additional charges. In the event of a Termination as permitted by this Section amounts prepaid for monitoring services will not be refunded.

5 Primary Contacts

The Client shall furnish to DynaFire on a continuing basis, a list of names, email addresses and phone numbers of primary contacts (the "Primary Contacts List") to be notified upon receipt of a signal and assumes full responsibility for the accuracy of such information. All changes and revisions shall be supplied to DynaFire in writing.

6 DynaFire & DynaNet Radio Service

Fees for DynaNet Radio Monitoring are for services only. Client understands that all radio equipment remains the property of DynaFire and does not constitute an improvement to real property. All radio equipment shall be returned to DynaFire upon the termination of this Agreement. The agreed value of the DynaNet Radio is \$1,800.00. The DynaNet Radio is warranted from manufacturing defects, excluding battery replacement, for the life of the contract. Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse, or failure of the Client to properly follow operating instructions. Client shall call DynaFire for service under the warranty, and upon inspection of the "conditions" not covered by warranty, a charge will be made for such at DynaFire then applicable rates for labor and materials. Service will be furnished by DynaFire during normal working hours 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Repair after said schedule must be approved by DynaFire and will be charged at DynaFire after hour's applicable rates.

7 Delay in Installation/Alteration of Premises for Installation; Permits and Approvals

DynaFire shall not be liable for any damage or loss sustained by Client as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including DynaFire's negligence in the performance of this Agreement. The date in the Service Proposal or Schedule of Services for work to be substantially completed is an estimate and not a definite completion date, and time is not of the essence with respect thereto. DynaFire may make preparations such as drilling holes, driving nails, making attachments or any other thing necessary in DynaFire's sole discretion for the installation and service of equipment, and DynaFire shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment. Client represents that the owner of the Premises, if other than Client, authorizes the installation of the equipment under the terms of this Agreement. If DynaFire is installing equipment to meet code requirements, the design and installation are subject to the approval of the AHJ; if additional

design or equipment is required by the AHJ outside the Scope of the Service Proposal or Schedule of Services, they will be provided for an additional charge including the cost of the additional work and a reasonable profit. Client shall provide to DynaFire, at client's expense, all approvals, permits, and consents from any government authority and others as may be required for performance hereunder and installation of equipment, except for those DynaFire has expressly agreed in writing to obtain.

8 No Hazardous Conditions

Except as disclosed in writing to DynaFire, Client represents and warrants that there are no hazardous substances, ultra-hazardous or dangerous activities or conditions, or public or private nuisance (collectively "Hazardous Conditions") on the Premises and that there are no violations of any applicable local, state, or federal law, order, or court order respecting any Hazardous Conditions. DynaFire may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

9 Non - Solicitation

Client agrees that it will not solicit for employment for itself or any other entity, or employ, in any capacity, any employee of DynaFire assigned by DynaFire to perform any service for or on behalf of Client at any time during the term of this Agreement or any renewal thereof or for a period of two years thereafter. In the event of Client's violation of this provision, in addition to injunctive relief, DynaFire shall recover from Client a liquidated amount equal to such employee's salary based upon the average monthly salary during the last three full months preceding employee's separation from employment with DynaFire, times twelve.

10 Equipment Limited Warranty

In the event that any part of the equipment becomes defective, DynaFire agrees to make all repairs and replacement of parts without costs to the Client for a period of ninety days from the date of installation. DynaFire reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. The warranty does not cover any damage to material or equipment caused by electric, plumbing or other construction, nor damage by lightning, electrical surge accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DynaFire. DynaFire is not the manufacturer of the equipment and other than DynaFire's limited warranty. Client agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this Agreement, DynaFire expressly disclaims any and all warranties, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DynaFire does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise, or that the system will in all cases provide the protection for which it is installed. Client acknowledges that any affirmation of fact or promise made by DynaFire shall not be deemed to create an express warranty unless included in this Agreement in writing; that Client is not relying on DynaFire's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this Agreement, and that DynaFire has offered additional and more sophisticated equipment for an additional charge which Client has declined. Client's exclusive remedy for DynaFire's breach of this Agreement or negligence to any degree under this Agreement is to require DynaFire to repair or replace, at DynaFire's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions shall apply to the extent permitted by applicable law. The warranty gives Client specific legal rights, and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Client.

11 Third-Party Claims / Waiver of Subrogation

There are no third-party beneficiaries to the Agreement. In the event that any person not a

party to the Agreement shall file any claim against DynaFire for any reason whatsoever related to the service furnished hereunder including without limitation the installation, repair, monitoring, operations, mis-operation or non-operation of the system, Client agrees to indemnify, defend and hold DynaFire and its employees and agents from any and all claims, including payment of all damages, expenses and costs (including reasonable attorney's fees).

12 Exculpatory Clause

DynaFire and Client agree that DynaFire is not an insurer and this Agreement is not property insurance or a substitute for insurance; the prices charged under this Agreement represent only the value of services and have not been adjusted to account for the value of the Premises or its contents. The fire equipment and DynaFire's services are designed to reduce certain risks of loss, but DynaFire does not guarantee that no loss will occur. DynaFire is not assuming liability, and, therefore, shall not be liable to Client for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Client as a result of fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DynaFire's negligent performance to any degree or failure to perform any duty under this Agreement or under any extra-contractual, strict products liability, or other legal duty; provided that DynaFire shall be responsible for direct damages arising out of duties which are explicitly assumed in this Agreement, subject to the limitations of paragraphs 10, 14, or as elsewhere set forth herein. In the event of any loss or injury to any person or property, Client agrees to look exclusively to Client's insurer for recovery. Client releases DynaFire from any claims for contribution, indemnity or subrogation that Clients or its insurer otherwise might have.

13 Insurance

The Client shall maintain a policy of public liability, property damage, fire insurance under which DynaFire and the Client are named as insured. DynaFire shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Client from insurance covering such loss or damage or for such loss or damage against which the Client is indemnified or insured. Client shall obtain insurance to cover any loss the fire alarm services are intended to detect to one hundred percent of the insurable value, and Client and all those claiming rights under Client waive all rights against DynaFire and its subcontractors for loss or damages caused by perils intended to be detected by the fire alarm services or covered by insurance to be obtained by Client, except such rights as they may have to the proceeds of insurance.

14 Limitation of Liability

Client agrees that should there arise any liability on the part of DynaFire as a result of DynaFire's negligent performance to any degree or negligent failure to perform any of DynaFire's obligations pursuant to this Agreement or any other legal duty, equipment failure, or strict products liability, that DynaFire's liability shall be limited to the sum of \$3,000.00 or 12 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater.

15 Binding Execution

This Agreement is not binding unless approved in writing by an authorized representative of DynaFire. If such approval is not obtained, the only liability of DynaFire shall be to return to Client the amount, if any, paid to DynaFire upon signing of this Agreement by its Sales Representative. This Agreement is effective only when executed by the CEO of DynaFire.

16 Entire Agreement

This Agreement, together with DynaFire's Conditions of Sale, described in paragraph 26, contains all of the terms, conditions, and understanding of the parties and supersedes all prior negotiations, representations, or agreements between them, whether oral or written. In the event of a conflict between the terms of this Agreement and any other document, including Exhibits to which this Agreement may refer, the terms and conditions of this Agreement shall apply.

17 Acceleration

In the event Client defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the balance of all sums due or to become due during the remaining unexpired term of this Agreement shall immediately become due and payable. In addition, Client agrees to pay to DynaFire all sums to which DynaFire may be entitled under the law by virtue of said default.

18 False Alarms

At DynaFire's option, the Client may be charged for any false alarm caused by the Client or for any service call dispatch. DynaFire shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event that the system transmits more than 100 signals per month, DynaFire at its option may charge an additional fee of \$0.50 per each excess signal.

19 Force Majeure

DynaFire shall not be liable for delay in delivery or default resulting from any cause beyond DynaFire's reasonable control.

20 Payment Terms

Client shall pay all charges upon receipt of an invoice, unless otherwise indicated in writing, in U.S. dollars. Any payment not received within 30 days of the invoice date shall bear simple interest at the rate of 1.5% per Month, or the maximum rate allowable by law, whichever is less. For Services other than Monitoring Services, the Client will be invoiced amount of the Recurring Service Charge monthly in arrears for Recurring Services during the term of this Agreement and any automatic renewal thereof. Monitoring Services shall be invoiced in advance. Payment is due net 5 days of the date of any invoice. Test and Inspection Services not actually performed may be invoiced 30 days after the end of the period in which such Service was due, if the Service was not performed due to failure of scheduling despite DynaFire's diligent effort to schedule such Service. Specifically, once DynaFire has internally identified labor, material, or time resources to such Services (as determined in DynaFire's sole discretion) and has made a diligent effort to schedule performance of the Services. For the purposes of the preceding sentence, a "diligent effort" means having attempted communications with the Client to schedule the applicable Services at least 4 times, whether by phone or email, reasonably prior to time before the intended service date.

21 Taxes, Fees & Charges

If any taxes, fees or charges imposed by third parties and related to the system, the installation or the service, are increased, or if additional taxes, fees, charges or utility charges are imposed, then DynaFire may, at any time, pass the same on to the Client. Notwithstanding any other terms and conditions set forth herein, upon each anniversary of the Commencement Date, DynaFire may increase the Recurring Service Charge at that time and annually thereafter in an amount not exceeding increase in CPI-U (Consumer Price Index - All Urban Consumers) as published by the Dept. of Labor.

22 Extended Warranty Service

If Client selects extended warranty coverage, DynaFire will bear the cost of parts and labor to repair or replace equipment sold and installed by DynaFire with the Client solely responsible for a service call fee. The extended warranty does not apply to defects caused by user or others not employed by DynaFire. Additional conditions not included by warranty are: Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse of failure of Client to properly follow operating instructions. Client shall call DynaFire for service under the warranty and upon inspection of the "conditions" not covered by warranty; a charge will be made for such at DynaFire then applicable rates for labor and materials. Service will be furnished by DynaFire during normal working hours 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Repair after said schedule must be approved by DynaFire and will be charged at DynaFire after-hours applicable rates.

23 Jurisdiction; Venue; Governing Law

The Parties consent to the jurisdiction of Florida courts. Venue for any legal action related to or arising under this Agreement shall lie exclusively in the state or federal courts for Lake or Seminole County, Florida with the Plaintiff in any such action having the sole right to choose between those venues. This Agreement shall be governed and construed in accordance with the laws of Florida.

24 Legal Action

The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorney's fees together with costs of litigation, including expert witness fees. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Client against DynaFire must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against DynaFire must be based on the provisions of this Agreement. Any other action that Client may have or bring against DynaFire in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement. DynaFire may, merged in and be restricted to the terms and conditions of this Agreement. DynaFire may, without prior notice, suspend or terminate its services in the event of Client's default under this Agreement and shall be permitted to terminate all its services under this Agreement and deactivate, remove or sell any of its equipment from the Premises without relieving Client of any obligation herein and may notify AHJ of termination.

25 Severability

If any one or more of the provisions contained herein is held to be unlawful, or unenforceable, the provision will not affect the enforceability of any other provision of this Agreement, which shall remain in full force and effect. In such an event, this Agreement shall be construed as if the unlawful or unenforceable provision had not been included in the Agreement.

26 Conditions of Sale

This document constitutes a sales agreement respecting services and equipment (the "Equipment") which Client buys from DynaFire. This Agreement is subject to DynaFire's conditions of sale (the "Conditions"), which are incorporated herein by reference, and a copy of which is available upon request, and which is available for review at <https://dynafire.com/terms-services>. DynaFire may reasonably amend the Conditions from time to time, which amendments shall become effective with respect to this Agreement upon the earlier of (1) the publication at the web address or (2) a renewal, extension, amendment, or modification of this Agreement.

27 DynaFire's Right to Subcontract Special Services

DynaFire may subcontract any Services to third parties independent of DynaFire, and DynaFire shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever occasioned by the negligence of third parties. Client appoints DynaFire to act as Client's agent with respect to such third parties, except that DynaFire shall not obligate Client to make any payments to such third parties. DynaFire shall be permitted to assign this Agreement and upon such assignment shall have no further obligation hereunder. Client acknowledges that this Agreement, and particularly those paragraphs relating to DynaFire's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers (including the Monitoring Company) of DynaFire.

**AGREEMENT BY AND BETWEEN THE NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT AND EXPLOSIVE TOUCH ENTERPRISES LLC
FOR FIREWORKS DISPLAY**

THIS AGREEMENT (the “**Agreement**”) is made entered into this 5th day of June, 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

EXPLOSIVE TOUCH ENTERPRISES LLC., a Florida limited liability company, with a mailing address of 4260 Amelia Plantation Court, Vero Beach, Florida 32967 (“**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 perform a fireworks display during a Fourth of July event hosted on District property, as more particularly described and identified in **Exhibit A** (the “**Services**”),

WHEREAS, Contractor represents that it is qualified, willing and able to perform the fireworks display previously mentioned 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 provide all materials, labor, items and tools necessary to

perform the Services, including but not limited to the supply, transport, set-up, fire, tear down, and disposal, of a community fireworks display, as described in more detail in **Exhibit A**. The Services shall be performed to allow for a fifteen (15) minute display at 9:00 P.M. on July 4, 2025 at 7745 SW Creek Street, Palm City, Florida 34990; provided, however, that if the display is not able to occur at said date, time, and location due to inclement weather (as determined mutually by the Parties) or any other cause not within the control of the District, then the display shall be postponed, at no cost to the District, and instead held on the postponement date, which date shall be agreed to by the Parties. If the District wishes to cancel the display instead of scheduling a postponement date, the District shall pay the Contractor a cancellation fee equal to fifty percent (50%) of the fee set forth in Section 3 herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are performed. While performing 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 the completion and safety of the Services.

C. Contractor and its contractor(s), if any, shall comply at all times with all relevant statutes and regulations applicable to the performance of the Services and shall, upon request of the District, provide proof of such compliance. Moreover, Contractor shall be responsible for obtaining all the permits and governmental approvals necessary for the performance of Services, as well as the cost thereof.

D. Contractor acknowledges and agrees that it shall identify and stake out the area in which fireworks display shall take place before the performance of the Services commences. Contractor shall also ensure that no attendees come within one hundred fifty (150) feet of the area in which the fireworks shall be launched during the performance of the Services.

E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Services. At completion of the Services, Contractor shall remove from the site debris, waste materials, rubbish, tools, equipment and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

F. 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 agrees to use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees that it shall assume responsibility for any and all damage to the District's property as a result of Contractor's performance of the Services. In the event of any such damage to District property, the District shall notify Contractor of such damage. Contractor agrees that the District may make whatever arrangements necessary,

in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of such repairs.

SECTION 3. COMPENSATION. For the performance of the Services, the District shall pay Contractor a total of **Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)**. Upon the execution of this Agreement, the District shall pay an initial deposit equal to **Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)**, as set forth in **Exhibit A**. The District shall pay the Contractor the remaining compensation upon the completion of the Services. This compensation includes all materials, labor, items and tools as set forth in **Exhibit A**, as well as all costs associated with preparation for the performance of the Services and the cleaning of the premises after the performance of the Services.

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/\$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

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 on a primary and non-contributory basis. 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.

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, 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.

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.

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. 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 of notice of termination.

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 Contractor may terminate this Agreement with cause by providing ten (10) 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 immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) 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.

SECTION 12. 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 13. 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 14. 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 15. 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 16 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 17. 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 18. 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 19. 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
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: Explosive Touch Enterprises LLC
4260 Amelia Plantation Court
Vero Beach, Florida 32967
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 20. 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 21. 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 22. 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, SBROWN@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 23. 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 24. 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 25. 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 26. 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 27. 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 28. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. 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.

SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. 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*.

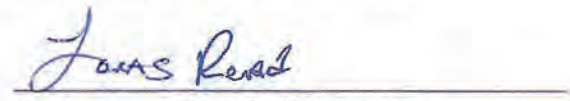
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**


Secretary / Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

**EXPLOSIVE TOUCH ENTERPRISES
LLC, a Florida limited liability company**


Print Name: Julie Weppel

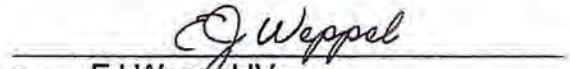

By: EJ Weppel IV
Its: Owner/President

Exhibit A: Scope of Services

Exhibit A
Scope of Services



PROFESSIONAL FIREWORKS DISPLAY

SERVICE CONTRACT

Contract #:	25-0031
Sponsor:	
Contact/Client:	
Date of Display:	July 4th, 2025
Location:	7745 SW Creek Street Palm City, FL 34990
Time:	9:00PM
Duration:	15-Minutes
Show Price:	\$25,000.00
Deposit Required:	\$12,500.00
Other details:	ETE will secure all required permitting

Scope of Work:	15-Minute Aerial Fireworks Display
	utilizing high quality 1.3G Fireworks & 1.4G Fireworks. Display will be 100% electronically fired and will include 3 segments: Opener, Body & Grand Finale.
	Company will secure ALL permits required for display.
	Shots/Shells to be included: 2.5": 200; 3": 300; 4": 108; 5": 60; 6": 18

_____ Initials

AGREEMENT FOR PLUMBING SERVICES

District:	Newfield Community Development District (the "District")	Contractor:	Port St. Lucie Plumbing, Inc. (the "Contractor")
Mailing Address:	2501A Burns Rd Palm Beach Gardens, FL 33410	Mailing Address:	6907 Heritage Drive, Port St. Lucie, Florida 34952
Phone:	(772) 345-5119	Phone:	(772) 468-6524

1. The Contractor agrees to perform the plumbing services (the "Services"), described in more detail in **Exhibit A**, which is attached hereto and incorporated herein by reference. 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 for plumbing services, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, public health, sanitation, 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 30 days written notice by either party. In the event of termination for convenience, Contractor shall not be entitled to lost profits or any other damages of any kind resulting from such termination by the District, provided however that Contractor shall be entitled to payment for all work properly performed through the effective date of termination, less any amounts owed to the District for offsets or damages. In the event of termination for cause due to Contractor's breach or default, Contractor shall only be entitled to payment for work properly performed through the effective date of termination, less any amounts owed to the District for damages, offsets, or costs incurred by the District to complete the work or remedy any deficiencies.

3. The District agrees to pay the Contractor for the Services in accordance with the rates set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District no later than the fifth (5th) day of the month after any Services have been rendered. Each 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 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). Prior to commencing any work under this Agreement, the Contractor shall furnish the District with a Certificate of Insurance and applicable endorsements evidencing compliance with these requirements. The Contractor shall provide updated certificates upon renewal of any policy and shall notify the District immediately of any material change in coverage. 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.

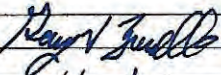
Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

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").

PORT ST. LUCIE PLUMBING, INC.

By: 
Its: _____
Date: 4/27/26

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

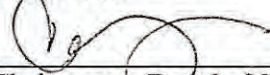

Chairperson, Board of Supervisors
Date: 4/14/2026

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services

PORT ST. LUCIE PLUMBING, INC.

6907 Heritage Dr
Port St. Lucie, FL 34952
Phone: 772-468-6524
Email: portstlucieplumbing@gmail.com

Vendor Pricing & Service Structure

Port St. Lucie Plumbing, Inc. operates on a flat-rate pricing model for most service and repair work. Pricing typically includes labor and standard materials, and all work is quoted and approved prior to proceeding.

Our general service structure is as follows:

- Service/Diagnostic Fee: \$125 (applied toward approved repairs)
- Standard Plumbing Repairs: Typically range from \$195 – \$500 depending on scope and materials
- Fixture Repairs & Replacements: Typically range from \$225 – \$500 depending on fixture type and site conditions
- Flush Valve Repairs/Replacements (e.g., Sloan): Typically range from \$295 – \$450
- Drain Cleaning Services: Typically range from \$295 – \$650 depending on severity and access
- After-hours, weekend, or emergency service is subject to increased rates based on scheduling and conditions

All work is evaluated on-site and priced based on existing conditions. Any unforeseen conditions or additional work required will be communicated and approved prior to proceeding.

Sincerely,
Port St. Lucie Plumbing, Inc.



Waste Management Inc. of Florida
 8801 NW 91st Street
 Medley, FL, 33178
 (800) 824-8472

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date

S0020617939
 33-46103-13008
 NEWFIELD CDD
 Josefina Ramon Felix
 4/17/2026

Service Agreement

Service Information

Name	NEWFIELD CDD	Contact	Stephanie Brown
Address	1031 SW NEWFIELD PARKWAY	Telephone #	5615474000
City State Zip	PALM CITY, FL 34990	Fax #	
County/Parish	MARTIN	Email	sbrown@sdsinc.org

Billing Information

Name	NEWFIELD CDD	Contact	Stephanie Brown
Address	2501 BURNS RD STE A	Telephone #	5615474000
City State Zip	PALM BEACH GARDENS, FL 33410-5207	Fax #	
County/Parish	PALM BEACH	Email	sbrown@sdsinc.org

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	3 Yard FEL	MSW Commercial	2xPer Week	Rollout/Pullout Service	\$ 412.64
				Energy Surcharge	\$ 44.70
					\$ 0.00

Franchise Fee Percentage: 0.00% *

MONTHLY TOTAL : \$ 457.34 *

Administrative Charge	\$ 0.00 *
MONTHLY GRAND TOTAL	\$ 457.34 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Any other Charges will be assessed at the rates that exist at the time service is provided per the Contract between Company and the local governmental entity, as adjusted under the Contract terms, or as agreed between Customer and Company. These Charges may include but are not limited to: Energy Surcharge, extra pickup, container removal, pushout service, overages and contamination charges. State and local taxes will be added to the above Charges, if any.

Company and the local government in which Customer's business is located have entered into an agreement or the local government has passed an ordinance (collectively, "Contract") whereby the local government has granted Company the exclusive right to provide waste and/or recyclables related services and equipment to all commercial businesses within the local government's jurisdictional limits. Company shall collect all waste and/or recyclables defined in the Contract and generated by or at Customer's Service Address listed above. The Contract excludes and Customer agrees not to deposit or allow the deposit for collection by Company of (i) Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris; (ii) any waste tires, (iii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iv) any materials containing information protected by federal, state or local privacy and security laws or regulations, (v) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's acceptable waste, and (vi) any material in a recyclables container that is not listed as an acceptable recyclable material (i.e., contamination) in the Contract (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Customer is responsible for any damage or loss of Company's equipment placed on Customer's property. Customer shall not overload, overfill, move or alter Company's equipment or allow a third party to do so and shall use the equipment only as allowed by Company. Customer shall provide Company with safe and unobstructed access to the equipment on the scheduled collection day. Company shall not be responsible for damage to Customer's driving surfaces or curbs and Customer warrants that its right of way is sufficient to bear the weight of Company's equipment and vehicles. **Customer shall indemnify, defend, and hold Company harmless from any damage or liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation of law caused by Customer's breach of the terms of this Agreement or any negligent act or omission or misconduct of the Customer, its employees, agents or contractors. Neither Company nor Customer shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of the Contract or this Agreement.** If a direct conflict exists between the terms of this Agreement and the Contract, the Contract terms prevail. This Agreement shall remain effective so long as the Contract remains in effect.

The individual signing on behalf of Customer acknowledges that he/she has read and accepts the terms of this Agreement and that he/she has the

Signed by:

Customer.

Stephanie Brown

35C2D668A1A5415...

Stephanie Brown

Printed Name

Title

4/16/2026

Date

DocuSigned by:

Josefina Garcia

1D7245E49543449...gement Inc. of Florida

Josefina Ramon Felix

Printed Name

Waste Management Sales Rep.

Title

4/16/2026

Date

ADDENDUM TO MASTER LEASE AGREEMENT AND ORDER

Lessee:	Newfield Community Development District (the "Lessee")	Lessor:	Williams Scotsman, Inc. (the "Lessor")
Mailing Address:	2501A Burns Rd Palm Beach Gardens, FL 33410	Mailing Address:	6400 E McDowell Road 3 rd Floor Scottsdale, Arizona 85257
Phone:	(772) 345-5119	Phone:	1 (800) 782-1500

The following provisions govern the *Master Lease Agreement and Order*, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for services:

- 1. Limitations On Governmental Liability.** Lessor agrees that nothing in the Agreement shall be deemed as a waiver of the Lessee's sovereign immunity or the Lessee'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.
- 2. Public Records.** Lessor understands and agrees that all documents of any kind provided to the Lessee in connection with the Agreement may be public records, and, accordingly, Lessor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Lessor acknowledges that the designated public records custodian for the Lessee is **Stephanie Brown** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Lessor shall 1) keep and maintain public records required by the Lessee to perform the service; 2) upon request by the Public Records Custodian, provide the Lessee 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 Lessor does not transfer the records to the Public Records Custodian of the Lessee; and 4) upon completion of the contract, transfer to the Lessee, at no cost, all public records in Lessor'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 Lessor, the Lessor 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 Lessee in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'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.

- 3. Assignment.** Neither the Lessee nor the Lessor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.
- 4. Amendments.** This Agreement may be amended or modified only by a written instrument duly executed by both of the parties to the Agreement.
- 5. 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.

6. **Binding Effect; Governing Law, Venue and Jurisdiction.** Before the full execution of this Agreement, the Lessor 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 Lessor understands and agrees that (i) the Lessee is located in Florida; (ii) the Lessee makes all decisions from the Lessee's office in Florida; (iii) the Agreement is made in Florida (that is, no binding contract will be formed until the Lessee receives and accepts the Lessor's signed Agreement in Florida); and (iv) the Lessor'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 Lessee so elects, be instituted in any court sitting in Florida, (the "Acceptable Forums"). The Lessor 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 Lessor waives any right to oppose any motion or application made by the Lessee to transfer such proceeding to an Acceptable Forum. The Lessor and the Lessee 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.
7. **Compliance with E-Verify.** The Lessor 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, Lessor 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 Lessee may terminate this Agreement immediately for cause if there is a good faith belief that the Lessor has knowingly violated Section 448.091, *Florida Statutes*.

If the Lessor anticipates entering into agreements with a subcontractor relative to this Agreement, Lessor 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. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request.

In the event that the Lessee has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee. Further, absent such notification from the Lessee, the Lessor 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 Lessor represents that no public employer has terminated a contract with the Lessor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

8. **Compliance with Section 20.055(5), Florida Statutes.** The Lessor 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
9. **Compliance with Chapter 287 Requirements.** Lessor 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.

Lessor 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 Lessee (“Prohibited Criteria”).

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

Lessor 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, Lessor shall immediately notify the Lessee. By entering into this Agreement, Lessor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.


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

WILLIAMS SCOTSMAN, INC.

Joseph Leppert

By: Joseph Leppert
Its: Legal Contracts Specialist
Date: 4/30/2026

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT



Chairperson, Board of Supervisors
Date: 5/6/26

Exhibit A: Proposal

EXHIBIT A

Master Lease Agreement and Order



Your Sales Representative
 Beau Ganster
 772-247-1324
 beau.ganster@willscot.com

Agreement Number: Q-2317917
Revision: 1
Date: 3/18/2026
Expiration Date: 4/17/2026

Master Lease Agreement and Order

Lessee: Newfield Community Development District 7745 Southwest Creek Street Palm City, FL 34990	Contact: Chad Ridinger , , US Phone: 772-262-6582 Email: cridinger@campbellproperty.com	Ship To Address: 7745 SW Crk St Palm City, FL 34990, US Estimated Delivery Date :4/20/2026
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Rental Pricing Per Billing Cycle	Quantity	Price	Extended
20' CONTAINER-INSULATED/AIR CONDITIONER lock included.	1	\$ 710.00	\$ 710.00
Personal Property Expense	1	\$ 35.00	\$ 35.00
Loss Damage Waiver	1	\$ 29.00	\$ 29.00

Minimum Lease Billing Period: 12
 Billing Cycle : 28 days

Total Recurring Building Charges:	\$ 710.00
Subtotal of Other Recurring Charges:	\$ 64.00
Total Recurring Charges Per Billing Cycle:	\$ 774.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	\$ 822.90

Estimated Delivery And Installation

Delivery	\$ 332.74
Return - estimated	\$ 332.74
Total Delivery and Installation Charges:	\$ 665.48
Total Delivery and Installation Charges Including Estimated Taxes:	\$ 708.74

Estimated Final Return Charges*

Due On Final Invoice*:	\$ 0.00
Due On Final Invoice Including Estimated Taxes*:	\$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return**:	\$ 9,953.48
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:	\$ 10,583.54

Summary of Charges

Model: 20' CONTAINER-INSULATED/AIR CONDITIONER	Quantity: 1	Total Charges for (1) Building(s): \$ 9,953.48
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 10,583.54



Your Sales Representative
 Beau Ganster
 772-247-1324
 beau.ganster@willscot.com

Agreement Number: Q-2317917
Revision: 1
Date: 3/18/2026
Expiration Date: 4/17/2026

Master Lease Agreement and Order

Lessee: Newfield Community Development District 7745 Southwest Creek Street Palm City, FL 34990	Contact: Chad Ridinger , , US Phone: 772-262-6582 Email: cridinger@campbellproperty.com	Ship To Address: 7745 SW Crk St Palm City, FL 34990, US Estimated Delivery Date :4/20/2026
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Rental Pricing Per Billing Cycle	Quantity	Price	Extended
40' CONTAINER-INSULATED/AIR CONDITIONER lock included.	1	\$ 810.00	\$ 810.00
Personal Property Expense	1	\$ 40.00	\$ 40.00
Loss Damage Waiver	1	\$ 29.00	\$ 29.00

Minimum Lease Billing Period: 12	Total Recurring Building Charges:	\$ 810.00
Billing Cycle : 28 days	Subtotal of Other Recurring Charges:	\$ 69.00
	Total Recurring Charges Per Billing Cycle:	\$ 879.00
	Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	\$ 934.22

Estimated Delivery And Installation

Delivery	\$ 332.74
Return - estimated	\$ 332.74
Total Delivery and Installation Charges:	\$ 665.48
Total Delivery and Installation Charges Including Estimated Taxes:	\$ 708.73

Estimated Final Return Charges*

Due On Final Invoice*:	\$ 0.00
Due On Final Invoice Including Estimated Taxes*:	\$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return**:	\$ 11,213.48
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:	\$ 11,919.37

Summary of Charges

Model: 40' CONTAINER-INSULATED/AIR CONDITIONER	Quantity: 1	Total Charges for (1) Building(s): \$ 11,213.48
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 11,919.37



Your Sales Representative
Beau Ganster
772-247-1324
beau.ganster@willscot.com

Agreement Number: Q-2317917
Revision: 1
Date: 3/18/2026
Expiration Date: 4/17/2026

Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and Newfield Community Development District ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at <https://www.willscot.com/the-essentials/insurance-and-waivers-package>.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.



Your Sales Representative
 Beau Ganster
 772-247-1324
 beau.ganster@willscot.com

Agreement Number: Q-2317917
Revision: 1
Date: 3/18/2026
Expiration Date: 4/17/2026

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.
2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Net 10 Days after invoice issuance.
3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID , AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.
5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey") as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: Newfield Community Development District

Signature:	Date:
Print Name:	Title:
PO#:	

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the “**Board**”) of the Newfield Community Development District (the “**District**”) prior to June 15, 2026, a proposed budget (the “**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (the “**Fiscal Year 2026/2027**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	July 30, 2026
HOUR:	9:30 a.m.
LOCATION:	1050 SW Prairie Avenue Palm City, Florida 34990

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Martin County at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of May, 2026.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Budget

Exhibit A

Fiscal Year 2026/2027 Budget

Newfield
Community Development District

**Proposed Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

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- VI ASSESSMENT COMPARISON - RATES
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PROPOSED BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O&M Assessments	1,772,021
Developer Contribution	353,930
Debt Assessments	1,921,338
Harvest House Sales Revenue	84,000
Interest Income	480
TOTAL REVENUES	\$ 4,131,769
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	1,000
Payroll Taxes	80
Management	60,000
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	40,000
Legal Advertisements	4,000
Miscellaneous	1,000
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Website Management	1,500
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	156,705
Maintenance Expenditures	
Engineering/Inspections	20,000
Miscellaneous Maintenance	5,000
Lake Maintenance	12,000
Lawn Maintenance/Landscaping	24,000
Electricity/Power	24,000
Trash Removal	12,000
Fountain Maintenance	9,600
Pest Control	6,000
PAMP I - Maintenance Control Of Invasive Species	96,000
PAMP I - Trail Maintenance	48,000
PAMP II - Maintenance Control Of Invasive Species	144,000
E-Bike Operations	60,000
Total Maintenance Expenditures	460,600
Total Harvest House Expenditures	\$ 161,640
Total Newfield Lifestyle Expenditures	\$ 707,860
TOTAL EXPENDITURES	\$ 2,104,110
REVENUES LESS EXPENDITURES	\$ 2,027,659
Bond Payments	(1,806,058)
BALANCE	\$ 221,601
County Appraiser & Tax Collector Fee	(73,867)
Discounts For Early Payments	(147,734)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	1,772,021	Expenditures Less Developer Contribution, Harvest House Rev & Interest/.94
Developer Contribution	482,618	125,209	353,930	50% Of Newfield Lifestyle Expenditures
Debt Assessments	0	0	1,921,338	Bond Payments/.94
Harvest House Sales Revenue	31,669	0	84,000	Estimated At \$7,000 Per Month
Interest Income	409	360	480	Estimated At \$40 Per Month
TOTAL REVENUES	\$ 514,696	\$ 125,569	\$ 4,131,769	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	600	1,000	1,000	Supervisor Fees
Payroll Taxes	46	80	80	Projected At 8% Of Supervisor Fees
Management	39,324	40,464	60,000	Scope Increase
Legal	27,731	30,000	30,000	No Change From 2025/2026 Budget
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Of Bond Issuance
Audit Fees	3,500	5,000	5,000	Price Will Increase Following Bond Issuance
Arbitrage Rebate Fee	0	650	650	No Change From 2025/2026 Budget
Insurance	15,089	7,400	40,000	FY 25/26 Expenditure Was \$39,250
Legal Advertisements	1,898	5,000	4,000	\$1,000 Decrease From 2025/2026 Budget
Miscellaneous	542	1,000	1,000	No Change From 2025/2026 Budget
Postage	155	300	300	No Change From 2025/2026 Budget
Office Supplies	1,062	1,500	1,500	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management	1,500	1,500	1,500	12 Months X \$125
Trustee Fees	0	4,500	4,500	No Change From 2025/2026 Budget
Continuing Disclosure Fee	0	1,000	1,000	No Change From 2025/2026 Budget
Total Administrative Expenditures	91,622	105,569	156,705	
Maintenance Expenditures				
Engineering/Inspections	48,687	15,000	20,000	FY 2025/2026 Expenditure Through Feb 2026 Was \$5,670
Miscellaneous Maintenance	16,909	5,000	5,000	Miscellaneous Maintenance
Lake Maintenance	1,350	0	12,000	Lake Maintenance
Lawn Maintenance/Landscaping	7,960	0	24,000	Lawn Maintenance/Landscaping
Electricity/Power	0	0	24,000	FY 2025/2026 Expenditure Through Feb 2026 Was \$10,006
Trash Removal	0	0	12,000	Lake Maintenance
Fountain Maintenance	0	0	9,600	H2O Perfection: 12 Months X \$800
Pest Control	0	0	6,000	Pest Control
PAMP I - Maintenance Control Of Invasive Species	0	0	96,000	PAMP I - Maintenance Control Of Invasive Species
PAMP I - Trail Maintenance	0	0	48,000	PAMP I - Trail Maintenance
PAMP II - Maintenance Control Of Invasive Species	0	0	144,000	PAMP II - Maintenance Control Of Invasive Species
E-Bike Operations	0	0	60,000	Slidr:12 Months X 3,500 Plus Sprockets Expenditures
Total Maintenance Expenditures	74,906	20,000	460,600	
Total Harvest House Expenditures	56,200	0	\$ 161,640	See Detail On Page 3
Total Newfield Lifestyle Expenditures	249,800	0	\$ 707,860	See Detail On Page 4
TOTAL EXPENDITURES	\$ 472,528	\$ 125,569	\$ 2,104,110	
REVENUES LESS EXPENDITURES	\$ 42,168	\$ -	\$ 2,027,659	
Bond Payments	0	0	(1,806,058)	
BALANCE	\$ 42,168	\$ -	\$ 221,601	
County Appraiser & Tax Collector Fee	0	0	(73,867)	
Discounts For Early Payments	0	0	(147,734)	
EXCESS/ (SHORTFALL)	\$ 42,168	\$ -	\$ -	

DETAILED PROPOSED HARVEST HOUSE BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
HARVEST HOUSE EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
Management Fees	0	0	30,840	\$2,570 Per Month
Staffing	0	0	40,800	\$3,400 Per Month
Total Management & Staffing	0	0	71,640	
Miscellaneous Product Procurement	56,200	0	64,400	Projected Revenue Is \$84,000
Harvest House Cleaning Services	0	0	14,400	\$1,200 Per Month
Square Expenditure (Credit Card)	0	0	1,200	Square Expenditure (Credit Card)
Sales Tax	0	0	10,000	
Total Product Procurement	56,200	0	90,000	
TOTAL HARVEST HOUSE EXPENDITURES	\$ 56,200	\$ -	\$ 161,640	

DETAILED PROPOSED NEWFIELD LIFESTYLE BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
NEWFIELD LIFESTYLE EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
Newfield Lifestyle Management				
Lifestyle Management Contract (Onvie)	0	0	67,540	\$2,570 Per Month
Lifestyle Director Salary (Includes Fringe)	0	0	109,500	
Lifestyle Assistant Salary (Includes Fringe)	0	0	78,000	
Staffing Tech & Setup	0	0	2,500	
District Manager Amenity Management	0	0	12,000	District Manager Amenity Management
Total Newfield Lifestyle Management	0	0	269,540	
Newfield Programming Expenditures				
Weekly Programming	0	0	13,324	Includes Weekly Clubs & Fitness Classes
Monthly Programming	0	0	88,992	Includes Friday Night Jams & Game Nights
Quarterly Programming	0	0	103,700	Includes Movie Nights & Sporting Events
Signature Events/Holidays	224,800	0	158,920	Includes Holidays, Festivals & 5K Races
Club Allowances	0	0	1,000	Allowances To Start Clubs (4 Groups At \$250)
July Fourth Fireworks	25,000	0	25,000	
Special Events Cleaning Services	0	0	14,420	
Miscellaneous Programming Expenditures	0	0	14,964	Includes Event Staffing & Photography
Communications	0	0	18,000	Alosant (Newfield App): \$1,500 Per Month
Total Newfield Programming Expenditures	249,800	0	438,320	
TOTAL NEWFIELD LIFESTYLE EXPENDITURES	\$ 249,800	\$ -	\$ 707,860	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2025)
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
Interest Income	32,932	1,000	2,500	Projected Interest For 2026/2027
NAV Tax Collection	0	0	1,806,058	Estimated Maximum Debt Service Collection
Bond Proceeds	2,969,813	0	0	
Capital Interest Funding	0	1,339,180	0	Capitalized Interest Set-Up Through Nov 2026
Total Revenues	\$ 3,002,745	\$ 1,340,180	\$ 1,808,558	
EXPENDITURES				
Principal Payments	0	0	360,000	Principal Payment Due In 2027
Interest Payments	0	1,340,180	1,445,288	Interest Payment Due In 2027
Bond Redemption	0	-	3,270	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ 1,340,180	\$ 1,808,558	
Excess/ (Shortfall)	\$ 3,002,745	\$ -	\$ -	

Series 2025 Bond Information

Original Par Amount = \$25,720,000 Annual Principal Payments Due = May 1st

Interest Rate = 4.4% - 5.9% Annual Interest Payments Due = May 1st & November 1st

Issue Date = May 2025

Maturity Date = May 2056

Par Amount As Of 6/1/26 = \$25,720,000

**Newfield Community Development District -
Assessment Comparison**

	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Assessment Before Discount*	Fiscal Year 2025/2026 Assessment Before Discount*	Fiscal Year 2026/2027 Projected Assessment Before Discount*
O&M For Townhomes	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For Townhomes</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,250.00</u>
Total For Townhomes	\$ -	\$ -	\$ -	\$ 2,345.20
O&M For Duplex	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For Duplex</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500.00</u>
Total For Duplex	\$ -	\$ -	\$ -	\$ 2,595.20
O&M For SF 35' Units	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For SF 35' Units</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,750.00</u>
Total For SF 35' Units	\$ -	\$ -	\$ -	\$ 2,845.20
O&M For SF 40' Units	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For SF 40' Units</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,850.00</u>
Total For SF 40' Units	\$ -	\$ -	\$ -	\$ 2,945.20
O&M For SF 50' Units	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For SF 50' Units</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,950.00</u>
Total For SF 35' Units	\$ -	\$ -	\$ -	\$ 3,045.20
O&M For SF 60' Units	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For SF 60' Units</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,990.00</u>
Total For SF 35' Units	\$ -	\$ -	\$ -	\$ 3,085.20
O&M For Town Center (Res)	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For Town Center (Res)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500.00</u>
Total For Town Center (Res)	\$ -	\$ -	\$ -	\$ 1,595.20
O&M For SDW Multifamilys	\$ -	\$ -	\$ -	\$ 1,095.20
<u>Debt For SDW Multifamilys</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500.00</u>
Total For SDW Multifamilys	\$ -	\$ -	\$ -	\$ 1,595.20
O&M For Town Center (Comm)	\$ -	\$ -	\$ -	\$ 32,856.00
<u>Debt For Town Center (Comm)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 53,000.00</u>
Total For Town Center (Comm)	\$ -	\$ -	\$ -	\$ 85,856.00

* Assessments Include the Following:
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

**Newfield Community Development District -
Assessment Comparison**

Community Information:

Residential Units

Townhomes	196
Duplex	106
Single Family 35'	82
Single Family 40'	174
Single Family 50'	194
Single Family 60'	136
Town Center (Residential)	250
<u>SD-W Multifamily</u>	<u>450</u>
Total Residential Units	1,588

Commercial

Town Center (Commercial)	50,000
Assessed At 1.06 Per Unit	

(Assessed For 30 O&M Units - Total ERU's)

Town Center (Residential)

Town Center - Walk-Up Apt	160
Town Center - Townhome	53
Town Center - Duplex	20
<u>Town Center - Cottage</u>	<u>17</u>
Total Town Center (Residential) Units	250

SD-W Multifamily

SD-W Multifamily - Take 1	112
SD-W Multifamily - Take 1	132
SD-W Multifamily - Take 1	32
SD-W Multifamily - Take 2	71
SD-W Multifamily - Take 2	83
<u>SD-W Multifamily - Take 2</u>	<u>20</u>
Total SD-W Multifamily Units	450

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Newfield Community Development District (the “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 (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2026, at 9:30 a.m., at 1050 SW Prairie Avenue, Palm City, Florida 34990.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of May, 2026.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



Credit Request Application

Company Information

* (required) Business Name

* (required) Tax ID

Complete this field.

* (required) Physical Address

* (required) City

* (required) State/Province

* (required) Country

* (required) ZIP/Postal

* (required) Type of Legal Entity

Province/Territory of Formation

DUN & Bradstreet Number

* (required) Industry Type

(Option) Billing address is different from physical address


Billing Information


* (required) A/P Contact Name

* (required) A/P Phone Number

* (required) A/P Email Address

Verify Email

Supporting Files - Or Drop Files 

PO Required (Select option) 

Do you want your invoices emailed to a different address?

Terms and Conditions

The entered information is represented to be true and correct and is provided to Williams Scotsman, Inc. (the 'Company') in order to extend credit to the Applicant. The Company is hereby authorized to contact and make appropriate inquiry from available sources, references, and banks listed above. It is understood that any information provided or obtained as a result of this Application For Credit will be kept confidential and will be used only to evaluate the Applicant's creditworthiness. The Applicant agrees to pay any and all accounts according to the terms as listed on the invoice or contract. In the event no terms are listed, then the Applicant agrees to pay the account or charges within 10 days of presentation of any invoice or billing. It is further understood and agreed that if amounts owed are not paid when due, the Applicant will pay all of seller's costs of collection, reasonable attorney fees, court costs, or late charges called for in the contract or allowed by law. It is agreed that in the event of litigation, the venue will remain in Maricopa County, Arizona.

* (required) Title

* (required) I agree to the terms and conditions specified above.



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AGREEMENT BY AND BETWEEN THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AND EVENT MAX, LLC FOR FERRIS WHEEL SERVICES

THIS AGREEMENT (the “**Agreement**”) is made entered into this ___ day of ____, 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 having a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

EVENT MAX, LLC, a Florida limited liability company, with a mailing address of 14359 Miramar Pkwy #333, Miramar, Florida 33027 (“**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 a Ferris wheel rental along with personnel necessary to operate the same during a community event hosted on District property, as more particularly described and identified in **Exhibit A** (the “**Services**”),

WHEREAS, Contractor represents that it is qualified, willing and able to provide a Ferris wheel and personnel to operate the same 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 provide all equipment, labor, attendants, and materials necessary to perform the Services, including but not limited to the supply, transport, set-up, operation, and tear down of a giant Ferris wheel, including one (1) attendant and one (1) tow behind generator, as described in more detail in **Exhibit A**. The Services shall be rendered from 8:30 A.M. to 2:30 P.M. on June 20, 2026 at 7745 SW Creek Street, Palm

City, Florida 34990; provided, however, that if the Services are not able to occur at said date, time, and location due to inclement weather (as determined mutually by the Parties) or any other cause not within the control of the District, then the event shall be postponed, at no additional cost to the District, and instead held on the postponement date, which date shall be agreed to by the Parties. If the District wishes to cancel the event instead of scheduling a postponement date, cancellation must be made at least twenty-four (24) hours prior to the scheduled delivery of the equipment. In the event of an approved cancellation, all monies paid will be kept on record and can be applied to any future booking within six (6) months from the contracted event date, but will not be refunded.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are performed. While performing the Services, Contractor shall assign such staff and attendants as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure the completion and safety of the Services.

C. Contractor and its contractor(s), if any, shall comply at all times with all relevant statutes and regulations applicable to the performance of the Services and shall, upon request of the District, provide proof of such compliance. Moreover, Contractor shall be responsible for obtaining all the permits and governmental approvals necessary for the performance of Services, as well as the cost thereof.

D. Contractor acknowledges and agrees that it shall identify and stake out the area in which the Ferris wheel shall be placed and operated before the performance of the Services commences. Contractor shall also ensure adequate spacing and safe operating distance for the equipment, and shall reserve the right to shut down equipment if it deems that weather conditions are dangerous to the operation of the equipment and to those using same. The District shall provide Contractor with information regarding any underground pipes, sprinklers, or water lines. Contractor is not responsible for any damage to electrical pipes, sprinklers, or water pipes damaged during the setup, takedown, or use of the equipment on District property if such items were not disclosed by the District.

E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Services. At completion of the Services, Contractor shall remove from the site debris, waste materials, rubbish, tools, equipment and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

F. 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 agrees to use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees that it shall assume responsibility for any and all damage to the District's property as a result of Contractor's performance of the Services. In the event of any such damage to District property, the District shall notify Contractor of such damage. Contractor agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health,

safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of such repairs.

SECTION 3. COMPENSATION. For the performance of the Services, the District shall pay Contractor a total of **Twenty Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$20,915.00)**. Upon the execution of this Agreement, the District shall pay an initial deposit equal to **Ten Thousand Four Hundred Fifty-Seven Dollars and Fifty Cents (\$10,457.50)**, as set forth in **Exhibit A**. The District shall pay the Contractor the remaining balance the day prior to the event. This compensation includes all equipment, labor, attendants, delivery, state inspection fees, and materials as set forth in **Exhibit A**, as well as all costs associated with preparation for the performance of the Services and the removal of the equipment after the performance of the Services. All monies paid are non-refundable, except as otherwise provided in Section 2 herein.

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/\$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

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 on a primary and non-contributory basis. 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.

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, 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.

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.

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. 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 of notice of termination.

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 Contractor may terminate this Agreement with cause by providing ten (10) 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 immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) 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.

SECTION 12. 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 13. 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 14. 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 15. 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 16 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 17. 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 18. 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 19. 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
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: Event Max, LLC
4260 Amelia Plantation Court
Vero Beach, Florida 32967
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 20. 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 21. 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 22. 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 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 (561) 630-4922, SBROWN@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 23. 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 24. 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 25. 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 26. 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 27. 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 28. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. 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.

SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. 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*.

[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**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

EVENT MAX, LLC, a Florida limited liability company

Print Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services

**Exhibit A
Scope of Services**



Event Depot
14359 Miramar Pkwy #333 MIRAMAR, FL,
33027

Invoice: 59832313
Order Date: 4/24/2026
Sales Rep: Armando Aguilera

Phone: (305) 234-4555

Event Location

Newfield
Lexie Britt
1050 SW Prairie Ave
Palm City, FL 34990
Cell: (469) 288-6151

Start Date: 6/20/2026 8:30am
End Date: 6/20/2026 2:30pm
Delivery method: Same Day with Flex Pick up

Name	Qty		Total
Giant Ferris Wheel	1		\$18,995.00
INCLUDES ATTENDANT	1		\$0.00
Tow Behind Generator	1		\$995.00
State Inspection Fee	1		\$425.00
Rentals subtotal			\$20,415.00
Delivery Charge		E	\$500.00
Sales Tax		Exempt 0%	\$0.00
Total			\$20,915.00
Deposit Due			\$10,457.50
Amount Paid			\$0.00
Balance Due			\$20,915.00

AGREEMENT BY AND BETWEEN THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AND LIMITLESS EVENT SOLUTIONS, LLC FOR TRAIL RUN EVENT SERVICES

THIS AGREEMENT (the “**Agreement**”) is made entered into this ___ day of _____, 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 having a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

LIMITLESS EVENT SOLUTIONS, LLC, a Florida limited liability company, with a mailing address of 8155 Vineland Avenue, #322, Orlando, Florida 32821 (“**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 manage the trail run events scheduled for October 24, 2026 and January 10, 2027 on District property, as more particularly described and identified in **Exhibit A** (the “**Services**”),

WHEREAS, Contractor represents that it is qualified, willing and able to provide event production, management, and timing services for trail run events 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 provide all equipment, labor, staff, and materials necessary to perform the Services, including but not limited to pre-event management, volunteer planning and management, race day packet pickup management, on-event management, and timing services, as described in more detail in **Exhibit A**. The Services shall be

rendered for trail run events scheduled for October 24, 2026 and January 10, 2027 located on District property; provided, however, that if any event is not able to occur at its scheduled date, time, and location due to inclement weather (as determined mutually by the Parties) or any other cause not within the control of the District, then such event shall be postponed, at no additional cost to the District, and instead held on a postponement date, which date shall be agreed to by the Parties. If the District wishes to cancel an event instead of scheduling a postponement date, cancellation must be made at least twenty-four (24) hours prior to the scheduled event date. In the event of an approved cancellation, all monies paid will be kept on record and can be applied to any future booking within six (6) months from the contracted event date, but will not be refunded.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are performed. While performing the Services, Contractor shall assign such staff and attendants as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure the completion and safety of the Services.

C. Contractor and its contractor(s), if any, shall comply at all times with all relevant statutes and regulations applicable to the performance of the Services and shall, upon request of the District, provide proof of such compliance. Contractor shall be responsible for coordinating the procurement of all permits and governmental approvals necessary for the performance of Services. All permit and vendor fees are the responsibility of the District; provided, however, that where needed, Contractor may make initial payments on behalf of the District and add such costs to invoices as reimbursements.

D. Contractor acknowledges and agrees that it shall coordinate with the District regarding the event site, route, and aid station locations before the performance of the Services commences. Contractor shall ensure adequate event management, safety measures, and appropriate coordination for all event areas. Contractor shall reserve the right to modify event operations if it deems that weather conditions are dangerous to participants and event staff. The District shall provide Contractor with information regarding any site conditions, restrictions, or hazards. Contractor is not responsible for any pre-existing site conditions not disclosed by the District.

E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Services. At completion of the Services, Contractor shall remove from the site debris, waste materials, rubbish, tools, equipment and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

F. 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 agrees to use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees that it shall assume responsibility for any and all damage to the District's property as a result of Contractor's performance of the Services. In the event of any such damage to District property, the District shall notify Contractor of such damage.

Contractor agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of such repairs.

SECTION 3. COMPENSATION. For the performance of the Services, the District shall pay Contractor as follows: (i) an event management fee of Eight Thousand Dollars (\$8,000.00) per event, plus Two Dollars (\$2.00) per timing chip; and (ii) equipment costs as set forth in **Exhibit A**. Upon the execution of this Agreement, the District shall pay an initial deposit equal to fifty percent (50%) of the total event management fee for each event (\$4,000 per event). The District shall pay the Contractor the final balance, including any reimbursable expenses, within fifteen (15) days following each event. This compensation includes all event management, labor, staff, travel, mileage, trucks, hotels, and per diem costs as set forth in **Exhibit A**. All monies paid are non-refundable, except as otherwise provided in Section 2 herein.

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/\$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

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 on a primary and non-contributory basis. 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.

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, 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.

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.

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. 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 of notice of termination.

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 Contractor may terminate this Agreement with cause by providing ten (10) 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 immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) 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.

SECTION 12. 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 13. 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 14. 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 15. 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 16 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 17. 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 18. 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 19. 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
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: Limitless Event Solutions, LLC
4260 Amelia Plantation Court
Vero Beach, Florida 32967
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 20. 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 21. 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 22. 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 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 (561) 630-4922, SBROWN@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 23. 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 24. 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 25. 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 26. 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 27. 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 28. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. 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.

SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. 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*.

[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**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**LIMITLESS EVENT SOLUTIONS,
LLC**, a Florida limited liability company

Print Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A Scope of Services

Pre-Event Management

- Coordinating advance planning, strategy, site visits and consultation meetings to review event status, review route, risk management, and overall event needs with client and stakeholders
- Management and hiring of all lead staff across key areas of each event component, as well as day labor
- Providing strategic advice and support with event budget and expense management
- Venue contact and contract management, including main site, aid station, parking, and all other site needs
- Vendor procurement and management as needed
- Police, traffic, security, and emergency service management
- Documentation, distribution and training on emergency and risk management plan
- Timeline and run of show development
- Vehicle and truck management and assignments
- Coordinating and production of site and route maps, ensuring adherence to ADA accessibility and safety standards
- Production of printed event manuals for all lead staff and key areas
- Consultation and support with food and beverage needs
- Pre-event communication and logistics planning with event sponsors

Volunteer Planning and Management

- Collaborating and providing recommendations for volunteer placement, numbers, and scheduling

Race Day Packet Pickup Management

- Packet Pickup consultation and planning, including site layouts, staffing plans, scheduling, technology
- Advance RunSignUp consultation and planning
- On-site set up, full staffing and volunteer planning, organization and tear down
- Provide devices for race day registration, check in and dynamic bib assignment through the Race Day Check-In App
- Provide safety pins for all runners

On-Event Management

- Full site load in, set up, coordination and management
- Route and aid station set up, marking, coordination, and management
- Start/Finish line and race timing management
- Vendor load in, set up, and load out management
- On-event registration and dynamic bib assignment management and staffing
- Signage installation and management
- Support with loading in and setting up sponsor or vendor activations
- Site tear down, clean up, and pack up

Timing Services

- Provide Chronotrack RFID race timing equipment for a common start/finish
- Provide a double sided clocks and camera that produces a 20 second clip of each participant's start and finish, uploaded within 36 hours of event load out
- Live results sent out via text messaging (if participant consents)
- Preliminary results kiosks provided for timed participants to view their results after they finish
- Overall finish list and report provided to the client as needed throughout the event
- Results are posted on the Southern Timing results page
- Individual results page created for each timed participant complete with the start/finish video and a finisher certificate
- Live results streamed to Athlinks.com and RunSignup
- Awards report provided to the Race Director before awards ceremony

Event Management + Timing Fee: \$8,000, plus \$2 per timing chip

Event Management fee includes 1 Event Director for both advance work and on-site with scope of services above, including packet pickup planning and management, all travel, mileage, trucks, hotels, labor and per diem costs for roles listed above.

Equipment Estimate (per event):

- Photo Wall Truss: \$750
- Start Finish Truss: \$1,250
- 10x10 tents: \$85 each
- 6ft tables: \$9 each
- Chairs: \$2 each
- Trash Cans: \$15 each
- 150qt coolers: \$15 each

Additional Estimates (per event):

- Post-Race Refreshments: \$300
- Police: \$600
- Shirts, Medals, Awards, Signage and other printing: \$6,500

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AND
HUSTLE TRAINING 360 LLC**

This **Non-Exclusive License Agreement** (the “License Agreement”) is made and entered into as of the 28th day of May, 2026, by and between:

Newfield Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Martin County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

Hustle Training 360 LLC, a Florida limited liability company, whose address is 3718 Pelican Bay Ct, Wellington, Florida 33414 (the “**Licensee**”).

WITNESSETH

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

WHEREAS, the District owns or will soon own certain real property identified as the Citrus House upon which the Licensee desires to operate fitness classes and programming as described in more detail in the attached **Exhibit A**, which is incorporated herein by this reference (the “**Fitness Classes**”); and

WHEREAS, the Licensee has requested that the District grant it a non-exclusive license over the License Property for such purposes, and the District is agreeable to granting such a license on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the good and valuable consideration recited below and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license over, upon, and across the License Property for the operation of the Fitness Classes thereupon, as set forth in the attached **Exhibit A**, and subject to the following conditions (the “**License**”):

A. The Licensee and his/her contractor(s) shall use all due care to accomplish the Fitness Classes without damage to the License Property. District makes no representations, warranties, or suitability of fitness of the License Property for the purposes set forth herein. Upon the expiration of the term

of this License, the Licensee shall return the License Property to its original or better condition.

- B.** The Licensee agrees, at its sole cost and expense, to repair any damage to the License Property resulting from the Fitness Classes, excepting normal wear and tear of the License Property. If any such damage shall occur, Licensee shall submit to the District, within seventy-two (72) hours of such damage, a plan for repair, and shall commence the plan immediately upon District approval. If the Licensee fails to repair any damage to or otherwise restore the License Property to its original or better condition as provided herein, the District may do so in its sole discretion and the cost thereof shall be charged to the Licensee.
- C.** Licensee shall make its contractor(s) aware that the License Property is governmental property and shall not be subject to any liens.
- D.** The Licensee and its contractor(s) shall comply at all times with all relevant statutes and regulations applicable to the Fitness Classes and shall, upon request of the District, provide proof of such compliance. Moreover, the Licensee shall be responsible for obtaining all permits and governmental approvals necessary for the operation of the Fitness Classes, as well as the cost thereof.
- E.** The Licensee agrees and covenants that it shall not grant or exercise any rights in the License Property inconsistent with the rights granted in this License Agreement, or which would interfere with the rights of the District.

3. TERM; SCHEDULE; TERMINATION. This License Agreement shall be effective upon execution and shall continue in effect until otherwise terminated earlier by either party in accordance with the terms of this License Agreement. The Licensee and its contractor(s) shall be permitted to use the License Property on the days and times approved by the District; provided, however, that the District, as grantor of this License, may terminate this License Agreement immediately with cause or with thirty (30) days' notice without cause, upon written notice. Licensee shall not be entitled to any compensation for such termination. Upon the termination of this License Agreement, the Licensee and its contractor(s) shall immediately cease any and all use of the License Property.

4. FEES.

- A.** In consideration of the provision of the License, the District hereby agrees to pay Licensee a one-time setup fee of Two Thousand Nine Hundred Ninety-Five Dollars (\$2,995), which shall be due upon execution of the License Agreement. The District shall also pay Licensee a quarterly management fee of Seven Thousand Two Hundred Seventy-Five Dollars (\$7,275.00), which shall be due and payable quarterly during the term of this License Agreement.

B. The Licensee shall maintain records conforming to usual accounting practices. As soon as may be practicable on each January 1, April 1, July 1, and October 1, the Licensee shall invoice the District for all services performed in the prior quarter and any other sums due to the Licensee. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Licensee may cease performing services under this License Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each invoice will include such supporting information as the District may reasonably require the Licensee to provide.

5. INSURANCE.

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

- 1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida, if applicable.
- 2.** Commercial General Liability Insurance covering the Licensee'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.
- 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- 4.** 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 Licensee of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Licensee 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.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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.

6. INDEMNIFICATION; SOVEREIGN IMMUNITY.

- A. The Licensee agrees to indemnify, defend, and hold the District and its supervisors, officers, staff, representatives and agents harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the License Property by the Licensee, its representatives, agents, employees, or contractors.
- B. The parties agree that nothing contained in this License Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, or other law.

7. ENFORCEMENT OF AGREEMENT. In the event that the District or the Licensee seeks to enforce this License 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.

8. CONTROLLING LAW; VENUE. This License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Martin County, Florida.

9. COMPLIANCE WITH PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Stephanie Brown** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Licensee 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 Licensee 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 Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, SBROWN@SDSINC.ORG, OR 2501 BURNS ROAD, PALM BEACH GARDENS, Florida 33410.

10. THIRD PARTIES AND NO ASSIGNMENT. This License Agreement is solely for the benefit of the formal 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 License Agreement. Nothing in this License 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 License Agreement or any of the provisions or conditions hereof. This Agreement may not be assigned to any party whatsoever without the prior written consent by the other party, which consent may not be unreasonably withheld.

11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Signed, sealed and delivered
in the presence of:

HUSTLE TRAINING 360 LLC

(Signature)

By: _____
Its: _____

(Print name)

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services

- Group fitness programming
- Personal training services
- Pickleball lessons and programming
- Wellness workshops and community events
- Fitness center operational oversight
- Resident engagement and wellness initiatives
- Marketing and promotional support for fitness programming
- Reservation and attendance software support
- Regional management oversight
- Fitness schedule development and management
- Instructor recruiting, onboarding, and supervision

HT360 shall provide a minimum of five (5) fitness classes per week, with flexibility to expand programming based on participation and community growth, up to twenty (20) unique weekly classes.

Programming schedules may be adjusted periodically based on resident participation, seasonality, instructor availability, and operational needs.

Ph:650-508-4070
 KAUFMAN, LEVINE & PARTNERS INC
 KL&P Marketing
 750 ALMA LANE, STE 100-4537
 FOSTER CITY CA 94404

INVOICE

REMITTANCE STUB
 KAUFMAN, LEVINE &
 05/15/26

Customer # 138425	S O L D T O	Newfield Community DevDistrict Attn: Chad Ridinger 2501 Burns Rd Suite A Palm Beach Gard FL 33410	S H I P T O	Mattamy Homes @ Newfield Attn: Chad Ridinger New Home Gallery 1050 SW Prairie Ave Palm City FL 34990
Job # 165632			Via UPS GroundTrak FOB FACTORY	

Invoice date
 Invoice # 145018
 Order # 165632

Unit 0	Customer po # 76	Salesperson Heather Egan	Order date 05/04/26	Invoice date 05/15/26	Date shipped 05/15/26	Invoice # 145018
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Job #
 Newfield Community
 Customer
 Customer # 138425
 76 4P Salesperson

Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
12	12		NKDC1963	Nike DriFit Polo	54.000	EA	648.00
12	12		EMB	Newfield	0.000	EA	0.00

Terms Net 30	648.00	0.00	38.50	0.00	PLEASE PAY THIS AMOUNT >>>>>	686.50 Total
	Sub-total	Insurance	Shpg/Hdlg	Sales tax		

Total due 686.50

CUSTOMER INVOICE

