



## LIFESTYLE SERVICES AGREEMENT

This **LIFESTYLE SERVICES AGREEMENT** (hereafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between Griffin Park At Griffin Farms Homeowners' Association Inc., a Florida not-for-profit corporation (hereinafter referred to as "ASSOCIATION"), and Melrose Lifestyle Services, LLC, a Florida limited liability company (hereinafter referred to as "AGENT").

WITNESSETH

**WHEREAS**, ASSOCIATION was formed and organized for the purpose of maintaining the values and amenities of a Homeowners' Association located in Seminole County, and;

**WHEREAS**, ASSOCIATION, on behalf of its residents, desires to employ Melrose Lifestyle Services to provide the Services (as described below) for the ASSOCIATION, and AGENT desires to accept such responsibility in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and other considerations herein contained, the parties hereto agree as follows:

- I. Engagement. The ASSOCIATION hereby engages AGENT as a lifestyle services management group and AGENT hereby accepts such engagement as the manager of the Lifestyle Services for the Community in accordance with the terms and conditions of this Agreement.
- II. Term. The term of this Agreement shall commence on \_\_\_\_\_ (the "**Commencement Date**") and shall expire on \_\_\_\_\_, 2017 ("**Term**"). Contract will automatically renew on its anniversary date unless notice is provided in accordance with the terms of this contract. This contract is cancelable by either party, with or without cause, with sixty (60) days proper notification by certified mail of the intent to terminate.
- III. Scope of Services. AGENT shall, subject to the ASSOCIATION's reasonable input, have the full and complete authority in managing lifestyle services for the Community, and such services shall include the following (collectively, the "**Services**") specifically described in "SCHEDULE A":
- IV. Budget.
  - A. BUDGET DEVIATION. AGENT shall operate within the guidelines of the Approved ASSOCIATION Budget, and shall not deviate therefrom except as permitted by this

\_\_\_\_\_ Initials

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subsection. AGENT shall have the right to deviate from specific line items in the Approved Budget provided that the overall Approved Budget is not exceeded. AGENT will provide ongoing budget monitoring to insure the budget is within guidelines. If AGENT desires to deviate from the Approved Budget in any other respect, AGENT shall obtain the ASSOCIATION's prior written consent, which such consent shall not be unreasonably withheld.

- B. NEGOTIATION PROCEDURES. AGENT will negotiate for the best value with all suppliers on behalf of the ASSOCIATION through AGENT's Preferred Vendor List and the use of the buying power of multiple AGENT communities, when applicable.
- V. Employees. As part of the contracted Management Services, AGENT shall provide, either directly or through third party contractual relationships, staffing levels as agreed upon by the Board of Directors for the ASSOCIATION.
- VI. Communications. Upon request by the ASSOCIATION, AGENT shall submit written reports to the ASSOCIATION summarizing the Lifestyle Programs held for the community. The Lifestyle Manager shall meet and communicate with the ASSOCIATION board and its management agent as often as reasonably required.
- VII. Compensation. In consideration for the Lifestyle Management Services provided to the ASSOCIATION by AGENT, the ASSOCIATION shall pay to AGENT a management fee of \$1,200 per month, payable on the first day of each month in advance ("**Management Fee**"). The Management Fee will be adjusted annually by 5%, and will be applied to the then existing Management Fee. On-site staffing expenditures and requirements will be handled as outlined in Schedule B, attached hereto and made a part of the Agreement.
- A. Participation Fees. In addition to the fees described in this Section, AGENT may charge participation fees directly for events, programs and trips as it deems necessary ("**Participation Fees**"). Participation Fees (less the cost of the event) will be used in defraying future event expenditures. AGENT will keep reasonable records of all Participation Fees that AGENT collects.
- B. Late Fees. All fees described in this Section shall be due and payable within fifteen (15) days of the applicable due date (as expressed above). Melrose Lifestyle Services reserves the right to add a 1.5% late fee on any amount that is more than fifteen (15) days past the applicable due date. ("**Late Fee**").
- VIII. Insurance. The ASSOCIATION shall secure all insurance policies necessary for the proper maintenance, preservation and operation of the Community and the Clubhouse. The ASSOCIATION shall name Melrose Lifestyle Services as an additional insured on all of the ASSOCIATION's and the Community's insurance policies. In addition, AGENT shall maintain, general liability insurance in the amounts of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
- IX. Termination. Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other party. AGENT may, in AGENT's sole discretion, immediately terminate this Agreement for nonpayment of the Fees by the ASSOCIATION if the ASSOCIATION fails to pay any sums due within ten (10) days of receiving written notice of late payment from AGENT, provided that the foregoing shall not limit AGENT's rights and remedies with respect thereto. In the event AGENT terminates this

Agreement due to nonpayment of the Management Fee by the ASSOCIATION, AGENT shall, in addition to any other rights and remedies that may exist, be entitled to any past due balance with interest.

- X. Casualty; Closing of Facilities. Upon the occurrence of any casualty, which may cause the ASSOCIATION to close any amenity or facility located within the Community, the ASSOCIATION shall, within thirty (30) days from the date of such casualty, notify AGENT whether or not it will restore or rebuild the said amenity or facility. If such casualty causes the ASSOCIATION to close all of the amenities and facilities within the Community and the ASSOCIATION decides not to restore or rebuild said amenities and facilities, then this Agreement shall terminate as of the date of such casualty and thereafter the parties will have no liability or obligation hereunder, except for the payment of any remaining Management Fees and other compensation earned to the date of casualty and owed by the ASSOCIATION to AGENT.
- XI. Non-solicitation; Confidentiality. The ASSOCIATION agrees that during the Term and for a period of one (1) year following the termination or expiration of this Agreement (whether on account of default, permitted election to terminate or otherwise), the ASSOCIATION will not solicit for hire any Protected Person (as defined below). A "**Protected Person**" shall mean an individual employed by AGENT or assigned to provide certain services to the Association as specifically defined in the associated contract and sanctioned by The Board, including without limitation, the Lifestyle Manager and Associated Staff, AGENT Corporate Representatives, and other AGENT employees who supervise the operation of the Community and any company, partnership, corporation, or other entity formed, managed, operated, owned (in whole or in part) or controlled by such individual. The parties also recognize that the performance of this Agreement is an integral part of and valuable asset of the parties' business and operations and the parties have and will obtain valuable and proprietary confidential information regarding the other's business and operations. Each party hereto agrees that it shall not divulge or disclose directly or indirectly the contents of this Agreement or any such other confidential information to any individual or entity and that it shall not use this Agreement in any way or for any purpose which is not directly related to the business relationship set forth in this Agreement. The terms of this Section shall survive any termination or expiration of this Agreement.
- XII. Indemnification. The ASSOCIATION and AGENT hereby mutually agree to indemnify and hold the other party, and such party's officers, directors, managers, shareholders/members (as applicable), and employees, harmless from and against any and all liability, cost, damage or expense arising in the course of such party's exercise of its rights and obligations under this Agreement, unless the party sought to be indemnified or held harmless has knowingly or willfully violated the law, or the act or omission giving rise to such matter constitutes willful misconduct, wilful and wanton negligence or recklessness. This Section shall survive any termination or expiration of this Agreement.
- XIII. Assignment. Except as expressly permitted by this section, neither party may assign this Agreement or delegate its obligations hereunder without the prior written consent of the other party.
- XIV. Notices. All notices shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Any notice shall be considered to have been given on the date of hand delivery or on the date of receipt or refusal.

A. If to AGENT:  
Melrose Lifestyle Services, LLC  
1600 West Colonial Drive  
Orlando, Florida 32804  
Attn: Jack B. Hanson, President

B. If to ASSOCIATION:  
Griffin Park At Griffin Farms Homeowners' Association Inc.  
President

With a copy to: The Melrose Management Partnership  
1600 W Colonial Drive  
Orlando, FL 32804

- XV. Waiver. Any waiver or election not to enforce any breach of any covenant, condition or agreement, or any right contained herein shall not be construed to be a subsequent waiver of that covenant, condition or agreement or of any subsequent breach thereof.
- XVI. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the state of Florida. Venue for any litigation or arbitration concerning this Agreement shall be exclusively in Orange County, Florida. The parties agree to waiver trial by jury for any claims arising out of this Agreement.
- XVII. Entire Agreement. This Agreement contains the entire Agreement between the parties, and no variance or modification thereof shall be valid and enforceable except by a supplemental Agreement in writing, executed and approved in the same manner as this Agreement.
- XVIII. Partial Invalidity. If any part of this Agreement is held invalid, the remainder of this Agreement shall remain in full force and effect and the Agreement shall be construed as if such invalid provision has not been included herein.
- XIX. Attorney's Fees. The prevailing party in any lawsuit or arbitration brought pursuant to this contract or its performance shall recover its attorney's fees and costs of litigation from the other party, including any appeals.
- XX. Disclosure. AGENT, through its affiliated or related companies, or divisions, offers certain goods or services to community associations, AGENT hereby wishes to ensure that these relationships are disclosed to the ASSOCIATION. AGENT and the current subsidiary/related companies providing services in Florida are: The Melrose Management Partnership, LLC, Melrose & Partners, LLC, The Melrose Realty Group, LLC, Park Central Design and Development, LLC, Gribble Interior Group, Inc., Collage Home, a subsidiary of Gribble Interior Group, Inc. and The Melrose Foundation. This ASSOCIATION is not obligated in any manner to use any of the aforementioned affiliated or related companies or divisions to perform services other than those provided by AGENT under this Contract, nor is AGENT precluded from obtaining competitive bids, when required, to present to the Board of Directors for approval.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

\_\_\_\_\_

GRIFFIN PARK AT GRIFFIN FARMS HOMEOWNERS'  
ASSOCIATION, INC..

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

MELROSE LIFESTYLE SERVICES, LLC.

BY: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

## **SCHEDULE A**

### Melrose Lifestyle Services' Scope of Services for Griffin Park At Griffin Farms Homeowners' Association Inc.:

#### **A. Lifestyle Management and Staffing**

With respect to lifestyle management and staffing, Melrose Lifestyle Services shall:

- Provide staffing with a high hospitality focus who consistently and effectively creates a flexible and interactive lifestyle for Amenities patrons;
- Provide on-site management, with schedule of services to be approved by ASSOCIATION Board of Directors;
- Provide year-round community based activities including the appropriate mix of social, recreational, and educational programming;
- Provide community specific, well-balanced activities with an appropriate mix for active, leisure, age, physical wellness, etc.;
- Develop and implement a promotional plan to increase and maintain usage levels of the Amenities;
- Maintain up-to-date information on the "Community Bulletin Board" in the Amenities area and on the community website;
- Publish a monthly activities calendar and newsletter, which shall be posted on the bulletin board, posted on the community website, distributed via e-mail, made available in hard copy at the Sales Center, or as directed by the Board;
- Respond to homeowner telephone and e-mail messages;
- Manage and hire personable, articulate, well-groomed and highly motivated individuals as needed and approved by the board for specific events and/or throughout the year;
- Production of a monthly financial report to be distributed by the twentieth (20<sup>th</sup>) day of the following month;
- Greet prospective homebuyers and explain the Lifestyle component of the community to them;
- Submit monthly written reports to the ASSOCIATION Board summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the activities;
- At the ASSOCIATION's request, attend up to 12 meetings of the Board and be prepared to provide a report regarding the participation and cost of the activities;
- Inspect the Amenities at the beginning of each day, which inspection shall include, but not be limited to, picking up loose trash, visually inspecting for property damage, arranging furniture, and visually inspecting that any equipment is clean and functional;
- Promptly investigate and provide a written report as to all accidents or claims for damage relating to the Amenities, and present to the Board;
- In the event of forecasted inclement weather, secure outdoor furniture to help prevent loss of damage either by staff or contracted service providers;
- Identify and report on trends in the field of recreation;
- Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;
- Oversee contracted service for the Amenities as directed by the Board;
- Conduct other related tasks as agreed upon with the ASSOCIATION Board of Directors.

## SCHEDULE B

### Administrative Management

Includes supervising by the following:

- President of Melrose Lifestyle Services
- Vice President of Melrose Lifestyle Services
- Director of Melrose Lifestyle Services
- Melrose Lifestyle Services Accounting Manager
- Melrose Lifestyle Services Human Resource Manager

Monthly Fee of \$1,200 per month

### On-Site Staff

The on-site staff shall consist of the following positions to be provided by Melrose. This is the minimum staffing and may only be increased upon prior written approval of the Association and Melrose:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Burden</u>
Lifestyle Manager	Starting at 25 hours, transitioning to 40 hours by October 2018	30%
Activities Staff	TBD by Board as Needed	30%

Labor burden as stipulated above includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, Melrose's contribution to employee 401 (K) benefit, drug testing, criminal background checks, recruitment expense, payroll processing, administrative costs and human resource administration.

Single standard medical benefits shall be offered to all eligible on-site staff members who are employees of Melrose with the Association responsible for coverage as follows: the payment or contribution of such coverage is due in full as to any employee that elects coverage and is employed as of the first of the month, and there is no credit or pro-rate return of any portion of the monthly payment or contribution should an employee be on FMLA leave, resign, be terminated or transferred after the first of the month.

Employees shall receive paid time off for holidays and personal time off (PTO) as stipulated in Melrose's Employee Manual. Employees shall be bound by the requirements and rules as outlined in The Melrose Corporation's Employee Manual.