SERVICE AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND

R & R ELECTRIC OF BROWARD, INC.

THIS SERVICE AGREEMENT is made, entered into and is effective as of the date of the last signature by the authorized signatories hereto, by and between the SEMINOLE TRIBE OF FLORIDA, an organized Indian Tribe (the "TRIBE") and R & RELECTRIC OF BROWARD, INC., a Corporation under the laws of the State of Florida, (the "CONTRACTOR").

RECITALS

- A. The SEMINOLE TRIBE OF FLORIDA, hereinafter referred to as the TRIBE, is an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of June 18, 1934, as amended.
- B. R & R ELECTRIC OF BROWARD, INC., hereinafter referred to as CONTRACTOR, is an electrical services firm specializing in electrical services with the professional and technical capabilities necessary to achieve the objectives set forth by the Housing Department of the TRIBE.
 - CONTRACTOR has certain skills and abilities that are required by the TRIBE.
- D. CONTRACTOR is an independent contractor willing to provide its electrical services to the TRIBE on a confidential basis for the period contemplated by this Agreement.
- E. The TRIBE and CONTRACTOR have the common objective of contracting for electrical services hereinafter referred to as SERVICES, for the Big Cypress and Immokalee Seminole Indian Reservations in Hendry and Collier Counties, Florida, (the "PROPERTY").
- F. The Scope of Work performed by CONTRACTOR for the TRIBE includes, but is not limited to, tasks associated with the following SERVICES:

On an "as needed" basis, all electrical repair services; and any other duties as permitted by CONTRACTOR'S license and assigned by the duly authorized Representative of the TRIBE.

TERMS AND CONDITIONS

THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. EMPLOYMENT

The TRIBE hereby employs CONTRACTOR as an independent contractor, and CONTRACTOR hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TERM

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be for a period of one year (365 calendar days), commencing on the effective date, with the right on the part of TRIBE to cancel this Agreement upon payment of compensation due CONTRACTOR pursuant to Paragraph 3 hereof.

Exhibit "A"

3. COMPENSATION

TRIBE shall pay CONTRACTOR up to the maximum aggregate amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) for services performed during the term of this Agreement. Compensation shall be paid to CONTRACTOR upon the satisfactory completion of services authorized by this Agreement and upon receipt of a monthly itemized invoice of services rendered by CONTRACTOR, which the TRIBE shall then pay in the ordinary course of business. Total compensation pursuant to this Agreement shall not exceed the maximum aggregate amount stated in this section. CONTRACTOR will provide its SERVICES based on a schedule and estimated costs approved in advance by the duly authorized Representative of the TRIBE.

CONTRACTOR shall send monthly invoices to "Seminole Tribe of Florida Attn: Accounts Pavable P.O. Box 840939Pembroke Pines, FL, 33084-2939" for SERVICES performed during the preceding month. If CONTRACTOR provides the SERVICES for a fixed price, CONTRACTOR shall include on the invoice a description of the SERVICES performed, the percentage of completion of SERVICES represented by the invoice and the amount of the fixed price to which the percentage of completion was applied. CONTRACTOR shall comply with the TRIBE's fiscal year end cut-off schedule.

4. DIRECTION

CONTRACTOR shall report to, be responsible for its performance, and receive its direction from the duly authorized Representative of the TRIBE.

5. DUTIES

TRIBE retains CONTRACTOR pursuant to the terms and conditions of this Agreement. Duties of CONTRACTOR shall include, but not be limited to, the tasks outlined in Section F of the Recitals of this Agreement and the tasks as defined by the <u>duly authorized Representative of the TRIBE</u> on an as needed basis.

6. STANDARD OF CARE

The CONTRACTOR represents that it is knowledgeable and experienced in providing SERVICES, is familiar with the PROPERTY and the applicable laws affecting the PROPERTY. CONTRACTOR also represents that the standard of care for all SERVICES performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of the CONTRACTOR'S profession practicing under similar conditions.

7. EXTENT OF SERVICES

CONTRACTOR shall devote such time, attention and energies to the business as is required by TRIBE. Time is of the essence in CONTRACTOR'S performance of the work contemplated by this Agreement. CONTRACTOR shall not during the term of this Agreement, be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that CONTRACTOR shall not, during the term of this Agreement, solicit TRIBE'S employees on behalf of it or another organization, or provide any other firm or business with information regarding the operations, including without limitation the agreements and clients of TRIBE.

8. NO PARTICIPATION

CONTRACTOR acknowledges and agrees that this Agreement shall not give or extend to CONTRACTOR any rights with respect to additional contributions by TRIBE to any deferred compensation plan, bonus plans, or fringe benefits, employment, income or other taxes which may be assessed in connection with payments to CONTRACTOR under the terms of this Agreement.

9. SUBCONTRACTING AND ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the TRIBE and CONTRACTOR. However, CONTRACTOR shall not subcontract or retain an independent contractor, subcontractor or consultant to perform under or assign this or any portion of this Agreement, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of CONTRACTOR, by operation of applicable law or otherwise, without the prior written consent of TRIBE. CONTRACTOR shall not utilize any subcontractors on the work to be performed hereunder unless said subcontractors have executed an agreement agreeing to be bound by the terms of this Agreement. CONTRACTOR assumes full responsibility for the work of any independent contractor, subcontractor or consultant. Subject to the terms of this paragraph and except as provided to the contrary in the Scope of Work, TRIBE hereby consents to the retention by CONTRACTOR of title abstractors and automated data retrieval firms reasonably acceptable to CONTRACTOR.

10. ALTERATION OF SITES

CONTRACTOR will perform no SERVICES and will have no SERVICES performed that would materially alter, damage or affect the terrain, subsurface, vegetation, buildings, structures or equipment in, at, or upon the PROPERTY without the prior, express, written consent of both TRIBE and the existing owner of the PROPERTY if other than TRIBE. This paragraph shall not apply to normal wear and tear associated with routine access to the PROPERTY reasonably necessary to perform the SERVICES.

11. TERMINATION

a. Termination for Convenience

TRIBE may terminate this Agreement for convenience prior to completion of SERVICES. The termination will become effective upon delivery of written notice pursuant to paragraph 12 below. TRIBE shall compensate CONTRACTOR for all costs incurred to the effective date of termination, plus any reasonable and necessary termination costs and non-cancelable commitments entered into prior to the date of notice of termination. In no event shall CONTRACTOR be entitled to profits on SERVICES not performed due to termination of the Agreement.

b. Termination for Default

TRIBE may terminate this Agreement in the event of CONTRACTOR'S failure to make timely progress, non-performance of any material item of this Agreement, default, material breach by CONTRACTOR of this Agreement, or in the event of insolvency, bankruptcy or receivership of CONTRACTOR, effective upon written notice pursuant to paragraph 12 below. TRIBE may contract with others for performance of the SERVICES in the event of termination under this paragraph. Payment of any additional costs shall not relieve CONTRACTOR of any other liability it may have in connection with the SERVICES.

c. <u>Delivery of Materials</u>

Upon receipt of notice of termination under subparagraphs 11(a) or (b) above, CONTRACTOR shall immediately deliver to TRIBE all materials as defined in paragraphs 18 and 26 below, held or used by CONTRACTOR in connection with the SERVICES, except those materials, if any, owned by CONTRACTOR or supplied by CONTRACTOR at CONTRACTOR'S own cost. If, at the time of termination further sums are due CONTRACTOR, CONTRACTOR shall not be entitled to sums until all materials required to be delivered to TRIBE are delivered.

d. Survival

Upon receipt of notice of termination for any reason, CONTRACTOR shall promptly cease all SERVICES, except for additional SERVICES that TRIBE may, in its discretion, request CONTRACTOR to perform. CONTRACTOR shall perform additional SERVICES with the standard of care as stated in paragraph 6 above.

12. NOTICES

All notices or other communications provided for by this Agreement shall be in writing. Notice shall be deemed properly delivered by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid to the parties at the following addresses (or to such address designated in writing by one (1) party to the other):

TRIBE:

Andrew Crawley
Assistant Housing Director
Seminole Tribe of Florida
6365 Taft Street, 3rd Floor
Hollywood, Florida 33024

Ph: (954) 985-2300 Ext. 10673

Fax: (954) 989-8932

Email: andrewcrawley@semtribe.com

CONTRACTOR:

Erin C. Richardson
President
R & R Electric of Broward, Inc.
7958 Pines Boulevard, Suite 238
Pembroke Pines, Florida 33024

Ph: (954) 818-5188 Fax: (954) 983-8851

Email: rrelectricofbroward@yahoo.com

13. AMENDMENTS

This Agreement may be amended at any time by the written agreement of TRIBE and CONTRACTOR. All amendments, changes, revisions and discharges of this Agreement shall be binding upon the Parties despite any lack of legal consideration, as long as it shall be in writing and executed by the Parties. CONTRACTOR shall not perform a change in SERVICES without TRIBE'S prior written approval of the changes and their costs.

14. PARTIES IN INTEREST

Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any right or remedies under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over any party.

15. SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of the Agreement, and the remainder of the provisions of this Agreement, or their application to any person or circumstances, shall remain in full force and effect.

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16. SUBJECT HEADINGS

The subject headings of the articles, paragraphs and subparagraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of the Agreement.

17. APPLICABLE LAWS AND REGULATIONS

This Agreement shall be governed by and construed and enforced in accordance with and subject to applicable laws and orders including without limit, licensing, and certification requirements, environmental laws, health and safety laws, worker health and safety laws, drug free workplace requirements, and applicable laws pertaining to labor wages, hours and other conditions of employment. CONTRACTOR shall comply with any and all applicable safety and security regulations which are now in effect or hereinafter may be applicable. CONTRACTOR agrees that it will at all times conduct its business in a lawful manner and in full compliance with all applicable Tribal and governmental laws, ordinances, rules and regulations.

18. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

The CONTRACTOR and its employees shall keep in strictest confidence all information, books, reports, photographs, slides, materials, new data, boring logs, sample results, laboratory reports, calculations, estimates, documents, communications, notes, proposals, scopes of work, or related responses relating to this Agreement and that which may be acquired in connection with or as a result of this Agreement. CONTRACTOR shall not, during the term of this Agreement or at any time thereafter, without the prior written consent of TRIBE, publish, communicate, divulge, disclose or use any of such information designated by TRIBE as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the CONTRACTOR as proprietary or confidential.

Except as required by applicable law, CONTRACTOR will not meet or confer with any member of any federal, state, or local regulatory agency concerning the SERVICES without obtaining the prior written consent of TRIBE. In addition, CONTRACTOR will not discuss any matters arising out of this Agreement with members of the press or public and will not issue any press release without the prior written consent of TRIBE. If CONTRACTOR becomes aware of a possible site condition or situation, which, if confirmed, could impose a reporting requirement of the TRIBE, operator, lessee, or lessor, CONTRACTOR shall promptly notify TRIBE.

19. CONFLICT OF INTEREST

During the term of this Agreement and at any time thereafter, CONTRACTOR shall not act as an agent, or in a liaison capacity as an officer, employee, agent or representative of any TRIBE supplier or prospective supplier nor serve in any of the foregoing capacities for any of TRIBE'S clients or prospective clients without the prior written approval of TRIBE. CONTRACTOR hereby warrants that there is no conflict of interest in CONTRACTOR'S other service agreements or other employment, if any, with the activities to be performed hereunder and shall advise TRIBE if a conflict of interest arises in the future.

20. FIELD REPRESENTATIVE

Unless CONTRACTOR specifically agrees to the contrary in writing, CONTRACTOR shall not be responsible for the job safety or practices of a contractor retained by any party other than CONTRACTOR or its Personnel and CONTRACTOR or its Personnel shall not have the right to stop the work of such contractor. Notwithstanding the forgoing, CONTRACTOR shall notify TRIBE if CONTRACTOR considers the job safety or practices of a contractor retained by any party other than CONTRACTOR to be unsafe or in violation of applicable law.

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21. INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, CONTRACTOR shall be acting as an independent contractor and as such shall have and maintain complete control over and be responsible for all of its employees and agents and operations. Neither CONTRACTOR nor employees of CONTRACTOR are employees of TRIBE under the meaning or application of any applicable Federal or State unemployment or insurance laws or workers' compensation laws or otherwise. CONTRACTOR shall assume all liabilities or obligations imposed by any one or more such applicable laws with respect to the employees of CONTRACTOR in the performance of this Agreement. CONTRACTOR shall not have any authority to assume or create any obligations, expressed or implied, on behalf of TRIBE and CONTRACTOR shall not have the authority to represent itself, as an agent, employee or in any other capacity of TRIBE; except as specifically set forth in this Agreement.

a. Personnel

"Personnel" means all officers, directors, affiliates, partners, employees, agents, independent contractors and subcontractors of either CONTRACTOR or TRIBE as specified. CONTRACTOR represents that all Personnel of CONTRACTOR will and shall be required to abide by the terms and provisions of this Agreement, including, without limit, the requirement of confidentiality as provided in paragraph 18 above, and at the request of TRIBE, CONTRACTOR shall require any or all of its Personnel to sign mutually agreeable agreements or statements so providing.

b. <u>Employees</u>

All Personnel of and used by CONTRACTOR in the performance of the SERVICES shall be the agents, representatives, employees or subcontractors of CONTRACTOR and not of TRIBE. CONTRACTOR states to TRIBE that all SERVICES supplied by CONTRACTOR in the performance of this Agreement shall be supplied by Personnel who are careful, skilled, experienced, licensed or certified, and reasonably competent in their respective trades or professions, consistent with paragraph 6. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions, or other charges in any way applicable to CONTRACTOR, which are specifically, solely and directly attributable to the SERVICES.

22. REPORTS, RECORDS AND AUDITS

CONTRACTOR, when directed, shall provide written reports with respect to the SERVICES rendered hereunder to the duly authorized Representative of the TRIBE.

CONTRACTOR shall maintain all costs, expense, payroll and related and financial records and accounts pertaining to SERVICES performed by CONTRACTOR under this Agreement for a period of three (3) years after final payment under this Agreement or until final conclusion of any litigation or administration proceeding arising under or materially concerning this Agreement, the SERVICES, or PROPERTY.

TRIBE shall have access to and the right to audit, copy and inspect such records at all mutually agreeable times during the course of the SERVICES and for the period during which records are maintained.

23. ACCESS TO PREMISES

CONTRACTOR shall not have the authority to access the TRIBE'S PROPERTY without express consent by the TRIBE'S contact person listed in paragraph 12 of this Agreement during the period of performance.

24. INSPECTION

The SERVICES performed by CONTRACTOR shall be subject to the TRIBE'S inspection and approval. CONTRACTOR shall control and be fully responsible for the details, manner and method of performing the

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SERVICES. TRIBE shall have access at all times to the areas where SERVICES are being performed. Inspection or lack of inspection by TRIBE shall not be deemed approval or be construed to be a waiver of TRIBE'S rights under this Agreement.

25. STRICT LOYALTY

CONTRACTOR shall avoid all circumstances and actions, which reasonably would place CONTRACTOR in a position of divided loyalty with respect to its obligations under this Agreement.

26. TITLE TO INFORMATION AND EQUIPMENT

All information developed under this Agreement, of whatever type relating to the work performed under this Agreement, shall be the exclusive property of TRIBE. All machines, instruments and products purchased, manufactured or assembled by CONTRACTOR pursuant to this Agreement and paid for by TRIBE shall be the exclusive property of TRIBE. Upon termination of this Agreement, CONTRACTOR shall dispose of such items as directed by TRIBE.

Upon receipt of termination or expiration of this Agreement, the CONTRACTOR shall deliver all originals of records, data, information and other documents thereof to TRIBE and such originals and all copies thereof shall remain the property of TRIBE.

27. INDEMNIFICATION / HOLD HARMLESS

CONTRACTOR hereby agrees to indemnify and hold harmless TRIBE from and against: (1) any claims arising from any material breach or default in the performance of CONTRACTOR'S obligations under the terms and conditions of this Agreement or to the extent arising from any negligence of CONTRACTOR or its agents, contractors, employees and invitees; and (2) all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding brought herein. In the event an action or proceeding is brought against TRIBE by reason of any such claim, CONTRACTOR, upon notice from TRIBE, shall defend the same at CONTRACTOR'S expense by counsel satisfactory to TRIBE.

TRIBE agrees that CONTRACTOR'S indemnification obligation pursuant to this paragraph shall not exceed \$2,000,000.00 unless CONTRACTOR agrees to a greater amount in writing.

CONTRACTOR, with regard to environmental liabilities, shall be liable to the extent such liabilities are due to the negligence of CONTRACTOR and/or its subcontractor (s).

28. INSURANCE

The Contractor, Professional Architect, Engineer or Consultant (Professional) shall procure and maintain for the duration of the contract the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states where the Owner, The Seminole Tribe of Florida, hereafter called the Tribe, conducts operations. Such coverage shall protect Professional against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Professional, his agents or representatives.

Minimum Scope of Insurance

Professional's insurance coverage shall include the following minimum limits and coverage:

1. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and

professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to products and completed operations and contractual liability.

- 2. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Professional. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.
- 3. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- 4. Professional Liability insurance covering wrongful acts made by or on behalf of the Professional. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to The Tribe, plus an additional period of three years after such services have been rendered to The Tribe. If the Professional's scope of work includes environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Minimum Limits of Insurance

Professional shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

- 1. Commercial General Liability (including umbrella or excess liability): \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$2,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.
- 2. Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.
- 4. Professional Liability: Exempt.

Deductibles and Self-insured Retentions

The funding of deductibles and self-insured retentions maintained by Professional shall be the sole responsibility of Professional. Self-insured retentions in excess of \$50,000 must be declared to and approved by the Tribe.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- 1. ADDITIONAL INSURED The Tribe must be included as an additional insured by policy endorsement under Professional's Commercial General Liability policy as respects liability arising from work or operations performed by or on behalf of the Professional.
- WAIVERS OF SUBROGATION Professional agrees to waive all rights of subrogation by
 policy endorsement against the Tribe as respects loss, damage, claims, suits or demands,
 whoseever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Professional or the Professional's employees, agents or subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Professional

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Professional agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Tribe. Professional further agrees to hold harmless and indemnify the Tribe for any loss or expense incurred as a result of Professional's failure to obtain such waivers of subrogation from Professional's insurers.

3. NOTICE OF CANCELLATION - Each insurance policy shall be endorsed to require Insurer(s) to provide ten (10) days' written notice to the Tribe by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A-VII, unless otherwise approved by The Tribe.

Verification of Coverage

Professional shall furnish the Tribe with a certificate of insurance evidencing the required coverage prior to the delivery of services to The Tribe. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the Tribe prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Professional's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

29. ADDITIONAL TERMS AND CONDITIONS/DISPUTE RESOLUTION AND MEDIATION

Contractor's insurance Exhibit "A", is hereby incorporated and made part of this Agreement by this reference. The parties to this Agreement shall make a good faith effort to settle disputes arising under the Agreement or the breach thereof, however, in the event such disputes cannot be settled by the parties' good faith efforts, the following procedure shall apply:

Any controversy or claim arising out of or relating to this contract, or the breach thereof shall be subject to mediation which may be initiated by either party upon ten (10) days written notice to the other party. All mediation proceedings shall be held at the Administrative Offices of the Seminole Tribe of Florida within the confines of Broward County in the State of Florida. Selection of Mediator shall be subject to mutual agreement of the parties. In the alternative, the Mediator shall be selected by a neutral third party. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any later litigation or proceeding. The Mediator is authorized to end the mediation whenever further efforts at mediation would not contribute to a solution of the dispute between the parties. A written report of the mediation process will not be prepared by the Mediator. There shall be no record, electronic or otherwise, of the mediation proceeding. Mediator's fee or time charge rate will be established at the time of selection or appointment. The expenses of witnesses for either side shall be paid by the party providing such witnesses. All

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other expenses of the mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness, or the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be shared equally by the parties unless they agree otherwise. Neither party shall institute litigation while the mediation proceeding is pending; however, a party may withdraw at any time from the mediation proceeding. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (a) the parties have not executed a written settlement agreement within forty-five (45) days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (b) either party serves on the other party and on the Mediator a written notice of withdrawal from the proceeding. The Mediator shall apply all applicable laws in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. Nothing contained herein is intended to constitute consent on the part of the Owner or the CONTRACTOR to participate in any legal proceeding regarding any claim, controversy or dispute arising out of relating to this agreement or to any alleged breach thereof and nothing contained herein shall be construed as consent on the part of either Owner or CONTRACTOR to submit to the jurisdiction of any tribunal for that purpose.

30. ENTIRE AGREEMENT AND WAIVER

This Agreement contains the entire agreement of the Parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver and accepted and agreed to by both parties.

31. EXHIBITS

All exhibits and attachments referred to in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

32. FURTHER ACTS

Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

33. COMPLIANCE RESPONSIBILITY

Any applicable laws, regulations, or the requirements of any federal or state grant or contract, or pass-through agreement through which funds are provided for this Agreement are incorporated herein by reference as if fully stated herein, which may include but not be limited to, procurement, receipt, and payment for goods and services policies and procedures, and other certifications and assurances. The CONTRACTOR, by entering into this agreement, acknowledges that it has familiarized itself with all such laws, regulations or other requirements, and fully understands its responsibility to comply with the same, and to require that any of its subcontractors, material suppliers, or other sub-recipients comply with the same. CONTRACTOR further acknowledges that the Tribe may have responsibility to ensure that the CONTRACTOR complies with such laws, regulations, or other requirements, by monitoring its compliance through review of the CONTRACTOR'S records related to this Agreement, and which CONTRACTOR agrees to provide upon request of the Tribe.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Hollywood Seminole Indian Reservation, Broward County, Florida, effective as of the date of the last signature by the authorized signatories hereto.

SEMIN	M	Æ	TRIBE	OF	FL.	ORID	Δ

BY: ______

PETER HAHN

TREASURER OF THE TRIBAL COUNCIL

18/9/ DATE

DATE

BY:

adam-neeson

EXECUTIVE DIRECTOR, TRIBAL COMMUNITY DEVELOPMENT

DATE

R & R ELECTRIC OF BROWARD, INC.

PRESIDENT

DATE



COVERAGES

CERTIFICATE OF LIABILITY INS

R&REL-1

REVISION NUMBER:

OP ID: KW

DATE (MM/DD/YYYY)

11/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). FAX (A/C, No):

Omega Insurance Solutions Inc 1933 E. Edgewood Dr Suite 102 Lakeland, FL 33803 PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # 11573 INSURER A : Accident Insurance Company INSURED R & R Electric of Broward, Inc. INSURER B : 7958 Pines Blvd, STE 238 INSURER C Pembroke Pines, FL 33024 INSURER D: INSURER E : INSURER F

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS 1,000,000 GENERAL HABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CPP001022001 10/01/2014 10/01/2015 100,000 X COMMERCIAL GENERAL HABILITY 5,000

CLAIMS-MADE | X OCCUR MED EXP (Any one person) 1.000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG S POLICY PRO-JECT COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (PER ACCIDENT) S HIRED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESSION CLAIMS-MADE 5 RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The Seminole Tribe of Florida, 6300 Stirling Rd, Hollywood Fl 33024 is an additional insured with respects to Commercial general liailbity when required by written contract. Waiver of Subrogation in favor of the additional insured applied to policies descried as their interest may appear

CERTIFICATE NUMBER:

CERTIFICATE HOLDER		CANCELLATION
The Seminole Tribe of Florida 6300 Stirling Rd.	SEMIN-8	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
· · · · · · · · · · · · · · · · ·		THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVE

AUTHORIZED REPRESENTATIVE

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E L. DISÉASE - POLICY LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodity injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

POLICY NUMBER: CPP 0010220 01

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: SEMINOLE TRIBE OF FLORIDA	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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DATE (MM/DDYYYY) VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE 11/20/2014 ICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose. CONTACT HAME: PRODUCE **BOB EHNANN** PHONE IA/C. No. Exto E-MAIL STATE FARM TINA TEAGUE INSURANCE AGENCY INC FAX (A/C. No): (954)432-8812 (954)432-3341 2525 EMBASSY DR., STE 11 COOPER CITY, FL 33026 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: STATE FARM MUTUAL AUTO INS CO INSURED 25178 RICHARDSON, ERIN & DAVID INSURER 8 1241 N 74TH WAY INSURER C HOLLYWOOD, FL 33024 DISHBER D NSIMER F DESCRIPTION OF VEHICLE OR EQUIPMENT YEAR MAKE / MANUFACTURER MODEL BODY TYPE VEHICLE IDENTIFICATION NUMBER CHEVY C1500 PA 1GCEC19X44Z214543 2004 DESCRIPTION SERIAL NUMBER COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODIS) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES). POLICY EFFECTIVE POLICY EXPIRATION OATE (MINIDDYYYYY) LIR INSRO TYPE OF INSURANCE **POLICY NUMBER** COMBINED SINGLE LIMIT \$ 1,000,000 X VEHICLE LIABILITY SODILY INJURY (Per persons 05/28/2015 228 5046-E28-59D 11/28/2014 BODEY INJURY (Per accident) FROPERTY DAMAGE GENERAL LIABILITY EACH OCCURENCE \$ OCCUPATION OF GENERAL AGGREGATE 4 CLAIMS MADE POLICY EFFECTIVE POLICY EXPIRATION DATE (MINIODAYYY) INSR LOSE TYPE OF INSURANCE POLICY NUMBER LIMITS / DEDUCTION E VEH COLLISION LOSS ACV AGREED AMT LIMIT STATED AME DED ACY AGREED AMT VEHOTO \$ LIMIT VEH COMP STATED AMT DED ACV AGREED AMT PROPERTY LIMIT C RC STATED ANT BASIC SROAD DED SPECIAL REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required) **ADDITIONAL INTEREST** CANCELLATION Select one of the following: SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. The additional interest described below has been sidded to the policy(ies) listed herein by policy number(s). A request has been submitted to add the additional interest described below to the policy(les) listed herein by policy number(s). I FASED FINANCED DESCRIPTION OF THE ADDITIONAL BITTEREST VEHICLE / BOUIPMENT INTEREST: NAME AND ADORESS OF ADDITIONAL INTEREST ADDITIONAL INSURED SEMINOLE TRIBE OF FLORIDA LENDER'S LOSS PAYE 6300 STIRLING RD LOAN / LEASE HOLLYWOOD, FL 33024 HORIZO REPRE

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ACORD 23 (2010/05)

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CERTIF	ICATE	OF	LIABIL	YTI.	INSUR	ANCE

ADVAN-6 OP ID: KW

DATE (MIA

08/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to he aims and conditions of the policy contain policies may require an endorsement. A statement on this certificate coes not confer rights cer l'eate nolder in heu el such et dorsen entis) CONTACT NAME; PHONE (A/C, No. Ext): E-MAIL ADDRESS; PRODUCER Omega Insurance Solutions Inc 1933 E. Edgewood Dr Suite 102 Lakeland, FL 33803 FAX (A/C, No) INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Am Trust North America of FL Advanced PEO Solutions II, LLC INSURED INSURER B L/C/F R & R Electric of INSURER C Broward INSURER D : 1933 E Edgewood Dr. STE 102 Lakeland, FL 33803 INSURER E : INSUBER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN TIE INSURANCI AF ORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALLIFE TERMS EXLLUSIONS AND CONDITIONS OF SUCH POLICIES LIMIS SHOWN MAY HAVE BEE REDUCED BY PAID CLAIMS. ADDL SUBR FOLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ed occumence) COMMERCIAL GENERAL LIABIL TY CLAMS-MADE MED EXF (Any one person) 5 PERSONAL & ADV INJURY GENERAL AGGREGATE LA - GA LMI APPLE. PRODUCTS COMP OF AGG POLICY PRO-LOC COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY MJURY (Per person) OTUA YMA SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE PER ACCIDENT) HIRED AUTOS UNIBRE LA LIAS EXCESSIAB CLAIMS-MADE AGGREGATE DED RETENTION S WORKERS COMPENSATION X WC STATU-AND EMPLOYERS' LIABILITY
ANY PROPRIETOR PARTNER/EXECUTIVE
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(Mandalory in NH) TWC3414927 05/20/2014 05/20/2015 1,000,000 EL. EACH ACCIDENT 1.000.000 E DISEASE - EA EMPLOYEE 5 Îl yas, describe under DESCRIPTION OF OPERATIONS halow 1.000,000 E DISEASE - POLICY LIMIT 5 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, il more space is required) Coverage is extended to the leased employees of alternate employer"R & R Electic of Broward" (Eff 05/20/14) This certificate doesn't constitute a contract between the insurer, authorized rep or producer and the certificate holder nor does it amend, extend or after coverage listed on the policies listed thereon. (2 Officers Excluded) CERTIFICATE HOLDER CANCELLATION SEMIN-8

ACORD

The Seminole Tribe of Florida 5201 Ravenswood Rd #10: Ft. Lauderdate, FL 33312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2010/05)

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Date: 10/31/2013 Time: 13:53:31								Search:	
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WORKERS' COMPENSATION AFFIDAVIT

I, Erin Richardson, President of R&R Electric of Broward, Inc. ("firm") verify that I am the only officer of said Firm and have elected exemption from Florida Workers' Compensation Law as evidenced by the attached certificate. There are no other officers or employees, exempt or otherwise, representing the Firm.

	R&R ELECTRIC OF BROWARD, INC. Company Name
	Sompany France
	BY: Ewhile
	Signature
	Erin Richardson
	Print Name:
	Title: President
STATE OF FLORIDA	
TXOLLADO COUNTY	
The foregoing instrument was ackn	owledged before me this 3 day of 20 4by
P	ersonally Known or Produced Identification
Type of Identification Produced <u>F</u> \ \	
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JEFF ATWATER CHIEF FINANCIAL OFFICER

STATE OF FLORIDA **DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION**

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE:

11/20/2014

EXPIRATION DATE:

11/19/2016

PERSON: RICHARDSON

ERIN

FEIN:

562365958

BUSINESS NAME AND ADDRESS:

R & R ELECTRIC OF BROWARD INC

1241 N. 74TH WAY

HOLLYWOOD

FL

33024

SCOPES OF BUSINESS OR TRADE:

LICENSED ELECTRICAL CONTRACTOR

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election or not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Corificates of election to be exemption to exempt a chapter 440.05(13), F.S., Notices within the scope of the business or tracel inside on the notice of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the Issuer

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 07-12

QUESTIONS? (850)413-1609