

## STELA, LLC

THIS AGREEMENT, dated June 27<sup>th</sup> 2023 is between International village Association whose address is 3700 Inverrary Drive, Lauderhill, FL 33319 (hereinafter referred to as "Company") and STELA, LLC. Whose address is 333 Walnut St. Hollywood, FL 33019 (hereinafter referred to as "Contractor"), for services to be provided at Company's above referenced address.

WHEREAS, Contractor provides maintenance services as an independent contractor to third parties; and

WHEREAS, Company desires to retain Contractor to provide maintenance services subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements herein contained and for other good and valid consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. Contractor shall, in accordance with the conditions and specifications set forth in this Agreement, furnish to Company at the address specified above (the "Premises") supplies and janitorial services as specified in the attached Detailed Contract Work Schedule, which is made a part hereof and incorporated herein (the "Services").
2. The "Term" of the contract shall be for a period of one year beginning August 1st, 2023, subject to renewal in accordance with paragraph 10 of this Agreement..
3. Company agrees to pay to Contractor \$ 16,500.00 per month for the Services. This price includes 4 full time employees and 1 full time working supervisor & 1 part time employee, cleaning equipment, & cleaning supplies. Said sum shall be due and payable, via check or money order, on the last business day of each month. Payment shall be delivered to Contractor at its address stated above. In addition, Company agrees to pay for any sales and use taxes, and any increases in premiums for workers' compensation insurance and general liability insurance incurred by Contractor as a direct result of the Services provided to Company.
4. All Services shall be performed by Contractor in a good and workmanlike manner, and Contractor shall provide regular inspections by the Contractor's supervisory personnel of all Premises on which Services are provided. Contractor will have the sole right to determine the employment conditions for all of Contractor's employees who provide Services under this

Agreement, including without limitation, the hiring and firing of employees and the determination of their working hours, employment and vacation policies, benefits, seniority, promotions, and assignments. Contractor will be solely responsible for compensating its employees and for all withholding for taxes, unemployment insurance, severance pay, worker's compensation insurance, and any other insurance and fringe benefits with respect to its employees. Company may request that any employee assigned by Contractor to provide Services under this Agreement be replaced if Company reasonably determines that: (1) the employee engaged in inappropriate or illegal conduct while providing Services to Company; (2) the employee engaged in conduct that materially breaches this Agreement; or (3) the employee is disruptive to Company's operations. Contractor will be solely liable for any employment-related dispute or claim between it and any of its employees and Contractor agrees to indemnify, defend, and hold Company and its officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims brought against them by any Contractor employee relating to such employment-related dispute or claim.

5. All supplies, equipment and property brought on to the Premises by Contractor shall remain the property of Contractor and shall not be subject to any lien or encumbrance resulting from any action of or against Company. Contractor may remove such property during Company's normal business hours at Contractor's convenience and expense.

6. The relationship of Contractor to Company for all purposes hereunder shall be one of independent contractor. This Agreement does not create any relationship of employment, association, partnership or joint venture between the parties, nor create any implied licenses, nor constitute either party as legal representative of the other for any purpose whatsoever. Except as otherwise provided herein, neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever, and any such agreement or commitment will be considered void and unenforceable.

7. Contractor shall carry worker's compensation insurance as required by Florida law. Contractor shall also carry general liability insurance for personal and property damage in the amount specified in the Certificate of Insurance to be issued upon signing of this Agreement and by reference incorporated herein. Said general liability insurance policy shall include the Premises in its coverage and shall name Company as an additional insured.

8. Company shall pay Contractor a service charge on any past due amounts due and owing under this Agreement, to be calculated at the rate of 18% per annum. In the event a dispute arises between the parties under this Agreement and suit is instituted, the prevailing party shall be entitled to recover all reasonable attorney fees from the non-prevailing party, including any pre-suit, investigative and appellate attorney and paralegal fees, expert witness fees, deposition costs (appearance fees and transcript charges), injunction bond premiums, travel and lodging expenses

and all other reasonable costs and expenses.

9. If Company fails to pay any amounts due and owing and does not cure such default within five (5) business days of receipt of written notice from Contractor, Contractor may declare immediately due and payable all amounts due hereunder for Services rendered through the date of default and terminate the contract.

10. This Agreement will automatically renew annually with a mutually agreed upon increase. Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party. Contractor may terminate services at any time for nonpayment pursuant to Section 9 above. Following the termination, Company shall only owe fees through the final day that services are provided.

11. The following days are statutory holidays on which the Contractor will not be obligated to perform Services: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day ("Holidays"). If Company requests that Services be provided on any Holidays, Company shall pay, separately from any payments made pursuant to Section 3 above, any overtime charges incurred by Contractor to provide labor, plus an additional 25% service fee.

12. All overtime must be approved in advanced and in writing by a designated representative of Company. All overtime charges incurred by Contractor for overtime requested and authorized by Company will be charged to Company, separately from any payments made pursuant to Section 3 above, plus an additional 25% of the overtime charges to cover Contractor's payroll expenses.

13. Contractor shall indemnify, defend and hold harmless Company from loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by negligence, misconduct or other fault of Contractor, its agents and employees, which arise out of work performed under this Agreement. The foregoing provision shall only benefit Company if Company notifies Contractor in writing of such claim within thirty (30) days of the claim or incident being reported to Company. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, flood, natural calamity or causes beyond Contractor's reasonable control. If Contractor is required to clean or wax floors when the floors are being used by employees, customers, tenants, members, or visitors, Company shall, notwithstanding Contractor's negligence, and to the full extent permitted by law, indemnify and hold harmless Contractor from claims for injury and death resulting therefrom. Contractor shall not be liable for disposal of documents or valuable items, other than office furnishings, left on floors, and Company shall indemnify and hold harmless Contractor from claims for disposal.

14. Any and all notices to the parties, as herein required, shall be given in writing, by overnight mail or express courier service, at the above listed addresses.

15. This Agreement may be modified only by mutual consent of the parties hereto, which consent must be in writing and signed by authorized representatives of both parties.

16. During the course of this Agreement, and for a period of one (1) year following the termination or expiration of this Agreement, neither Company nor any of Company's affiliates shall hire, employ or affiliate itself with any employees or subcontractors of Contractor.

16.a. In the event of any breach hereof, the time restrictions applicable to this Section 16 shall be tolled until the date of entry of an order granting Contractor preliminary or temporary injunctive relief and shall continue uninterrupted for the remainder of the period of restriction.

16.b. Company and Contractor acknowledge and agree that the remedies at law for any breach of this Section 16 will be inadequate, and that Contractor shall be entitled to injunctive relief without notice to Company, and that such injunctive relief shall not be exclusive, but shall be in addition to any rights or remedies Contractor or its successors may have for such breach. Company and Contractor recognize and agree that damages in such event are difficult to ascertain, though great and irreparable, and that this Agreement shall in no event prevent Contractor from obtaining injunctive relief but rather shall entitle Contractor to such relief.

16.c. Section 16 and each of its subparts, as well as all related provisions shall survive the expiration or termination of this Agreement.

17. Company shall keep its facilities in a safe condition and in conformance with Federal, State, and local laws, ordinances, and regulations, and agrees to indemnify, defend and hold harmless Contractor from loss and liability (including reasonable attorney's fees) caused by Company's failure to do so.

18. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

19. This Agreement shall be interpreted under and governed by the laws of the State of Florida determined by a judge sitting without a jury. The exclusive venue of any action brought under this Agreement shall be Broward County, Florida. By signing this Agreement, Company and Contractor acknowledge and agree that they are each giving its right to a jury trial.


20. This Agreement and the Exhibit attached hereto set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

21. This Agreement may be executed in any number of counterparts, each of which once executed and delivered shall be deemed an original. Facsimile signature shall be deemed binding to the same extent as original signatures.

22. In the event any provision of this Agreement should be or become invalid or unenforceable, that shall not affect the validity and enforceability of any other provision of this Agreement. Similarly, if the scope of any restriction or covenant contained herein should be or become too broad or extensive to permit enforcement thereof to its full extent, then the court is specifically authorized by the parties to enforce any such restriction or covenant to the maximum extent permitted by law, and Company hereby consents and agrees that the scope of any such restriction or covenant may be modified accordingly in any judicial proceeding brought to enforce such restriction or covenant. The parties further agree that they shall in good faith seek to reach agreement on an amendment to this Agreement to modify the illegal or unenforceable provision so as to render it valid and enforceable while as closely as possible retaining the original intent and meaning.

23. The parties agree that this Agreement is jointly drafted by the parties and shall not be construed against either party. This Agreement shall inure to, and bind the successors, assigns, and agents and representatives of the parties.

Stela, LLC.

By   
Authorized Signature

Print name: Estela Martinez

Title: Managing Member

International Village Association.

By   
Authorized Signature

Print name: Wilhelmine Carby Title: President

By   
Authorized Signature

Print Name: Douglas Meyers Title: Director

By   
Authorized Signature

Print Name: Sanna Estupinan Title: Secretary