

PMS A/C, LLC

5201 NW 37th Av-Suite 429

Tamarac, Florida 33309

Phone (954)-709-3595 FAX (954)-484-0426

PREVENTIVE MAINTENANCE PROGRAM

12 MONTHLY INSPECTIONS

INTERNATIONAL VILLAGE

3700 INVERRARY DRIVE

LAUDERHILL, FLORIDA 33319

Jorge Fajardo

State Certified Contractor

CAC-1814403

PREVENTIVE MAINTENANCE AND LABOR CONTRACT

PREVENTIVE MAINTENANCE

This agreement by and between International Village and PMS A/C, LLC provides for PMS A/C, LLC to provide all maintenance required by the manufacturer of the equipment, subject to the provisions contained herein. PMS A/C, LLC shall provide twelve (12) inspections as required for the list of enumerated equipment. The cost for air filters and all maintenance items ARE included in the price of this program. Air handlers and Package A/C units without proper air filter holders /grills will be quoted for installation at additional charge.

Any labor for repairs required shall be provided at the hourly rate of \$35.00 from port to port between 8:30 AM and 5:00 PM, Monday through Friday, holidays excepted. Emergency service will be available at all other times at an additional rate of \$95.00 per hour for the technician. PMS A/C, LLC will provide parts at standard mark-up charge.

QUALITY OF WORK

All work shall be performed in a professional workman-like manner. Journeymen and apprentice technicians shall perform any labor required and all maintenance performed.

RESPONSE

All requests for service shall be responded promptly 5 days per week when the request is made prior to 12:00 noon. Requests made after 12:00 noon will be responded the following weekday. Emergency service requests will be responded as soon as possible within 24 hours.

INDEMNIFICATION

International Village shall defend, indemnify and hold PMS A/C, LLC harmless from any liability (including reasonable attorneys fees and costs whether pre-trial, at trial, mediation or arbitration, and/or in connection with any appeal), for injury, damage or accident to any member of International Village, a guest, lessee or invitee or to any other person, and for damage to property arising out of or in the course of the performance of the duties contemplated hereunder, except such liabilities arising from the negligence of PMS A/C, LLC or from PMS A/C, LLC's material breach of this Agreement. PMS A/C, LLC agrees to indemnify and hold International Village, its officers and its directors harmless and to save and defend them from and against all liabilities (including reasonable attorneys fees and cost whether at pre-trial, trial, mediation or arbitration and/or in connection with any appeal), for injury, damage or accident to persons or property resulting from the negligence of PMS A/C,LLC or from PMS A/C, LLC's material breach of this Agreement.

CHANGE ORDERS

Any material required and furnished by PMS A/C, LLC or any work above and beyond the scope of this contract shall be in writing. International Village shall never incur any cost for additional work unless specifically approved.

EXCLUSIONS

Ductwork and ductwork cleaning, air-balance, potable and condenser water piping, valves, gauges, thermometers or insulation. Main drain lines, sanitary drain lines or waste drain lines, draining, filling or venting of building risers. VAV boxes, pneumatic piping, pneumatic thermostats, tubing, air compressors, air dryers and controls. Starting or stopping of any system to accommodate work by another contractor or seasonal change. Ten (10)-year Chiller overhaul unless specifically included. Any part of the air conditioning system subjected to damage by the use of well water, salt water or brackish water. Failure of chiller or condenser tubes, resulting in refrigerant leaking into the waterside of the system or water leaking into the refrigerant side of the system. Doors, gaskets, hardware, shelving, drip pans, ice bins and glass. Automated fire alarm systems, smoke exhaust systems and smoke detectors. Power failures, disconnect switches, motor starters, variable speed drives, circuit breakers, blown fuses and any electrical wiring beyond the equipment itself. Replacement of obsolete parts or equipment. Moving or relocating equipment. Cooling tower repairs except moving parts. Water treatment of any kind unless specifically included. Out of warranty compressors unless specifically included. Crane or hoisting charges incurred during the normal course of repairs. Repairs due to losses or damages as a result of fire, water, windstorm, vandalism, theft, riots, acts of God, inadequate or fluctuating conditions of the utilities. Repairs due to rust or corrosion. Removing of hazardous materials or waste. Chemical cleaning or pressure cleaning of condenser coils and tubes, evaporator coils and tubes, heat exchangers, and cooling towers unless specified. Responsibility for maintaining the appearance of casings or cabinets. PMS A/C, LLC will not be responsible for the work performed by other contractors or modifications to comply with building codes.

MOLD – MILDEW

The contract holder/owner acknowledges that whether he/she experiences mold growth or mildew within the premises depends largely on how he/she monitors conditions within the premises. The contract holder/owner agrees that PMS A/C, LLC will not be responsible for any damages caused by mold or mildew, including, but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of value or use, and adverse health effects. The contract holder/owner agrees to indemnify and hold harmless PMS A/C, LLC, its partners, officers, directors, agents and employees from any such damages or claims, including, but not limited to reasonable attorneys fees and costs, whether trial or appellate.

CANCELLATION

In the event that PMS A/C, LLC defaults by failing to perform within the specifications set forth herein, the Association shall have the right to cancel this Contract, after Association gives PMS A/C, LLC thirty (30) days written notice of Association's intent to cancel, unless the default is cured within such thirty (30) day period, or, in the case of a default requiring more than thirty (30) days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter. In the event that the Association defaults by failing to make the payments required to be made hereunder, and/or failing to perform any of its other obligations under this contract or under applicable law, PMS A/C, LLC shall have the right to cancel this Contract within thirty (30) days written notice, unless such default is cured within such 30 day period, and/or PMS A/C, LLC shall have the right to institute appropriate legal proceedings to recover any amounts due and owing.

ATTORNEY FEE PROVISION

Should either party default or breach of any provision of this contract, and should said breach result in the hiring of an attorney or in litigation, the prevailing party shall be entitled to reasonable attorney fees and court costs at any and all levels of litigation.

MODIFICATION AND WAIVER

This agreement constitutes the entire Agreement between the parties and shall not be amended or modified or deemed amended or modified except by an agreement in writing duly subscribed and acknowledged with the same formality of this agreement. The failure of either party to insist or demand strict compliance of performance of any provision of this agreement is in no way a waiver of rights with regard to any subsequent breach.

CONTRACT INCEPTION

An inspection will be required at the inception of the contract. All systems must be in good working order prior to commencement. A report indicating any deficiency will be submitted prior to acceptance. Any repair required as a result of that inspection will either need to be repaired or excluded from coverage.

GENERAL CONDITIONS FOR MAINTENANCE AGREEMENT

- A. Repairs will not be made without owner's approval.
- B. All work described on the front shall be performed during regular working hours which are from 8 a.m. to 5 p.m. Monday thru Friday. Emergency service will be performed on Saturday from 8 a.m. to 1 p.m. at no extra charge to the customer.
- C. PMS A/C, LLC. shall not be responsible for any loss, damage or injury from delay in rendering service under this agreement, and no event shall be liable for consequential damages.
- D. PMS A/C, LLC. will endeavor to have all necessary parts and compressors available promptly in order to satisfy the customer's call for service, but will not be responsible for extra expense incurred in expediting of parts or repair of equipment.
- E. Loss or damage from intervening external causes and other complaints which are not covered by this agreement shall include but shall not be limited to:
1. Loss or damage resulting from fire, water (flood), windstorm, lightning, theft, misuse or abuse, or any act of god.
 2. Service required by or loss or damage resulting from other "external causes" such as, but not limited to defective or inadequate plumbing, water, power supply (including, but not limited to blown fuses, weak or "off" circuit breakers, and burned out disconnects), duct work, and improper setting of thermostats, humidistats, timers, and other controls.
 3. Services made mandatory by changes in regulations of Federal, State or local Governmental bodies or agencies.
 4. The refinishing or replacement of any cabinet or cabinet parts.
 5. Service required because of dirty filters and improper setting or adjusting of grills.
 6. Duct work and adjustment of grills, as well as noise complaints which are not the result of improper functioning of the air conditioning equipment, and any other calls for service not due directly to mechanical or electrical faults in the air conditioning system.
 7. Water piping, hoses and valves are not included as parts of the air conditioning system on water cooled units covered by this agreement.
 8. Work performed by any other than our technician while contract is in effect.
 9. Service required for leaks in refrigerant, water and condensate piping concealed in walls, floors, or ceilings.
 10. Work necessary to gain access to covered equipment.
- F. PMS A/C, LLC. reserves the right to advise customer when their air conditioning unit is obsolete and not repairable.

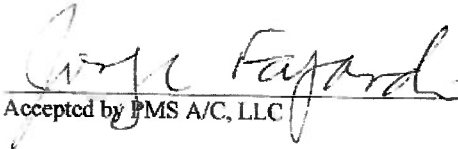
TERMS/COMMENCEMENT

PREVENTIVE MAINTENANCE

This agreement by and between International Village and PMS A/C, LLC provides for PMS A/C, LLC to provide all maintenance required by the manufacturer of the equipment, subject to the provisions contained herein. The cost is \$15,420.00 per year, payable monthly at the rate of \$1,285.00. The monthly payment is due within twenty (20) days after the first of each month. Any payments not received by PMS A/C, LLC within five (5) days of the due date shall bear interest at the maximum rate as allowed by law from the due date until paid.

This contract shall commence the 1st day of JANUARY, 2014 and shall be for a one-year term. The contract shall automatically renew from year to year unless either party provides written notice to the other party not less than thirty (30) nor more than sixty (60) days prior to the anniversary date of the contract.


Accepted by International Village Date 4/9/2014


Accepted by PMS A/C, LLC Date 4/17/14

Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FAJARDO, JORGE

P M S A/C LLC
PO BOX 8101
CORAL SPRINGS FL 33075



LICENSE NUMBER: CAC1814403

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



JIMMY PATRONIS
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: 10/4/2020

EXPIRATION DATE: 10/4/2022

PERSON: JORGE FAJARDO

EMAIL: JFREALTY1@COMCAST.NET

FEIN: 472524416

BUSINESS NAME AND ADDRESS:

P.M.S. A/C, LLC

PO BOX 8101

CORAL SPRINGS, FL 33075

SCOPE OF BUSINESS OR TRADE:

Heating, Ventilation, Air-
Conditioning and
Refrigeration Systems
Installation, Service and
Repair, Shop, Yard & Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices 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 issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

