

CONTRACT FOR SERVICE - PROPERTY MAINTENANCE AGREEMENT

Dated this 23 of January 2020
BETWEEN

BIB Property Owners Association, Inc. (BIB)

Mile 10.5 Mollejon Road, Benque Viejo del Carmen, Cayo, Belize

AND

Robert Melendez/Jungle Splash

Burns Avenue, San Ignacio

The parties to this Agreement agree as follows:

SERVICES PROVIDED

The Association hereby agrees to engage the Service Provider to provide the Association with services for the property, Better In Belize (BIB), at the address shown above.

Managing the property includes, but is not limited to, the following:

- To manage the agreed services in a faithful, diligent, honest and lawful manner with the instructions of the Association and for the benefit of the Owners.
- The Service Provider shall provide the following services for the Association by either completing such services directly or supervising the supply of services by others who shall be bound by the provisions of this Agreement as agents or employees of the Service Provider:

Administrative

- The Service Provider will coordinate with HOA designated representative to set daily/ weekly tasks to each individual employee. These will be monitored, and feedback given to each employee for improvement/recognition.
- Maintain correct business licensing, insurance, employment accounts (social security), taxes and be able to show proof if required.
- Manage hours/payroll for employees: 2 local workers at \$50bz per 8hr day, 5 days/wk.
- Communicate with HOA Board in English, via electronic means – e-mail, Skype, Facebook, Messenger, etc. Be available by telephone for emergencies.
- Coordinate purchase and transportation of any needed supplies and materials with on-site HOA Board member/s.
- Provide monthly invoice for property maintenance contract, payable in U.S. or Belize funds by check, or by wire transfer. If wire transfer is necessary, the Association will reimburse any associated fees.

Tasks

- Keep culverts clean.
- Cut edges of road (brush and grass).
- Dress roads (only smoothing, no majorwork).
- Keep perimeter firebreak clear (15 feet).
- Maintain landscaping at entrance (trimming and weeding).

- Cut back foliage on sides of Hydro road where BIB meets the boundary.
- Keep trails maintained.
- Maintain parking area near front end of property.
- To clear small erosions of trees on roadways and community spaces.
- Maintain signage.
- Clean and maintain Mayan Circle cistern.
- Other tasks as mutually agreed upon by both parties. Any tasks requiring additional time, materials or manpower are to be completed under a separate project budget.

Garden

- Maintain the Milpa ground cover, usually with the equipment supplied by HOA.
- Rake and gather leaves in Milpa area for compost.
- Keep the hiking paths cleared.
- Keep the Milpa free of litter.
- Create/maintain supply of reforestation seedlings for repair of NO disturbance zones
- Keep Bodega, surrounding area and buildings tidy and organized.
- Check for signs of termite activity on communal buildings and spray with Solignum supplied by HOA.
- On Garden Share days – collect fruits and vegetables. Work with 'Garden Share' coordinator volunteer to divide these accordingly between present number of residents.
- Communicate with supervisor regarding any needs and concerns
- Other tasks as mutually agreed upon by both parties. Any tasks requiring additional time, materials or manpower are to be completed under a separate project budget.

Standard operating procedure for this Agreement is that the Service Provider will hire and pay the labor that is for the community. There may be an on-site superintendent at this project, and supervision of all service and trade personnel in the completion of their respective duties.

Service Provider shall provide its own transportation (including vehicles) and fuel at its own expense, to complete all services to be provided by the Service Provider.

Association shall provide its own tools & equipment to complete all services to be provided by the Service Provider. Service Provider shall be responsible for the repairs and maintenance of tools and equipment listed on initial inventory. Any loss or permanent damage requiring replacement should be reported to the Association as soon as possible.

In an emergency situation, if the Service Provider cannot reach the Association by phone or electronic transmission, the Association agrees to accept all decisions the Service Provider makes on their behalf with regard to securing the safety of employees and owners, as well as property.

Term of Agreement

The term of this Agreement will begin 13/1/, 2020 and run through December 31, 2020. The Association shall have the right to terminate the Service Provider with 30 days notice. The Service Provider shall have the right to terminate their services with thirty days notice.

Compensation

For the services rendered in this Agreement, the Service Provider shall be paid as follows:

- Monthly payment of \$1900 USD (\$3800 BZD).

Reimbursement of Expenses for Work Done on the Designated Common Areas

With prior purchase approval from the Association, the Service Provider shall be reimbursed for expenses related to the maintenance and paid for by the Service Provider.

Performance Penalties

No penalty will be charged if the Service Provider does not perform the services within specified time frames. That said, Service Provider shall use best efforts to complete projects on time.

Insurance

The Service Provider shall maintain general liability insurance for themselves and their employees, as well as any required employment related insurance. The Association and Service Provider shall mutually hold each other harmless from any claim or liability arising from the services noted in this Agreement.

Assignment

The Service Provider will not transfer its obligations to any other entity without the prior written consent of the Association.

Capacity/Independent Contractor

The Service Provider is acting as an independent contractor and not as an employee in providing the service under this Agreement. This Agreement does not create a partnership or joint venture between the Association and Service Provider but is exclusively a contract for service.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation taken on by either party in connection with this Agreement will only be binding if it is put into writing and signed by each party or an authorized representative of each party.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given and delivered to the parties of this Agreement as follows, with email being the preferred method of communication:

- **BIB Property Owners Association, Inc**
Attn: Beth Weary
Email: bdweary@aol.com
- **Jungle Splash**
Attn: Robert Melendez
Phone: 501-824-0935
Email: junglesplash.ecotours@gmail.com

or to other addresses of which either party may notify the other.

Entire Agreement

There is no other agreement or condition affecting this Agreement except as provided in this Agreement.

Limitation of Liability

The Association will not be liable to the Service Provider or any other party for any loss or damage which may arise from the provision of the Service.

Governing Law

This Agreement and the performance under this Agreement shall be governed by the laws of the

Country of Belize. Should a dispute arise by either party, standard mediation or arbitration procedures shall be followed to conclude the dispute.

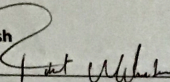
Enforceability

If any parts of this Agreement are found to be invalid or unenforceable, all other parts will still continue to be valid and enforceable with the invalid or unenforceable parts removed from the remainder of this Agreement.

The parties have duly executed this Agreement for Service this 23 day of JAN, 2020.

SIGNED:

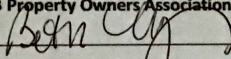
Jungle Splash

By: 

Printed name: Robert Melendez

"I have authority to bind the Service Provider"

BIB Property Owners Association, Inc.

By: 

Printed name: Beth Weary

"I have authority to bind the Association"