VENETIAN
COMMUNITY DEVELOPMENT DISTRICT

SARASOTA COUNTY
REGULAR BOARD MEETING
JUNE 11, 2012
1:30 P.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile
AGENDA
VENETIAN COMMUNITY DEVELOPMENT DISTRICT
Venetian River Club
502 Veneto Boulevard
North Venice, Florida 34275
REGULAR BOARD MEETING
June 11, 2012
1:30 a.m.

A. Call to Order
B. Proof of Publication
C. Establish Quorum
D. Additions or Deletions to Agenda
E. Comments from the Public for Items Not on the Agenda
F. Old Business
G. New Business
   1. Consider Roofing Proposals
   2. Consider Natural Gas Savings Options
   3. Consider Proposal for Power Washing Roof and Building
   4. Discussion Regarding Transition Period River Club Budget
   5. Discussion Regarding River Club Pool Repairs
   6. Discussion Regarding Liquor License Requirements
   7. Announce River Club Debt Prepayment Process
   8. Designate Signers for River Club Bank of America Accounts
   9. Discussion Regarding Clarification of Financial Oversight Responsibilities
  10. Discussion Regarding Assigning the Perimeter Road to POA
  11. Consider Quote for Fence by the Myakka River Park Restroom
H. Engineering
   1. Discussion Regarding Lake Bank Erosion
I. Administrative Matters
   1. Remind Board to File Form 1 Financial Statements
J. Board Members Comments
K. Adjourn
NOTICE IS HEREBY GIVEN that the Venetian Community Development District will hold a Regular Board Meeting at 1:30 p.m. on June 11, 2012, at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275.

The primary purpose of the Regular Board Meeting is to conduct any business to come before the Board. A copy of the Agenda for this meeting may be obtained by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least five (5) days prior to the date of the meeting.

From time to time one or more Supervisors may participate in the Regular Board Meeting by telephone; therefore, at the location of the meeting there will be a speaker telephone present so that interested persons can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. The meeting may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager at 561-630-4922 and/or 1-877-737-4922 at least seven (7) days prior to the date of this particular meeting.

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

PUBLISH: SARASOTA HERALD TRIBUNE  06/01/12
## ENVIRO-TECH ROOFING

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Warranty</th>
<th>Annual Insp</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace up to 400 tile with new tile</td>
<td>3 years on repair work</td>
<td>????</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Repair 35 feet of valley</td>
<td>15 year manufacturerr warranty</td>
<td>NO CHARGE</td>
<td>$17,089.65</td>
</tr>
<tr>
<td>Additional tile where tile is</td>
<td>1 year workmanship warranty</td>
<td>NONE</td>
<td>$6,037.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$11,825.00</strong></td>
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Additional tile replacement $15.00/ft installed | Additional mortar required $71.00/ft installed

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<tr>
<th>Delta Report</th>
<th>Article</th>
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## COLONIAL ROOFING

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<th>Warranty</th>
<th>Annual Insp</th>
<th>Price</th>
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<tbody>
<tr>
<td>Glue and reset repairable tiles</td>
<td>1 year workmanship warranty</td>
<td>NONE</td>
<td>$9,653.00</td>
</tr>
<tr>
<td>Replace unrepairable tiles with new</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$9,653.00</strong></td>
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<td>3.1.10</td>
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<td>3.1.11</td>
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## VENETIAN RIVER CLUB ROOF REPAIR PROPOSAL REVIEW

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<th>Warranty</th>
<th>Annual Insp</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Four flat roofs</td>
<td>7 year contr labor &amp; material warranty</td>
<td>YES</td>
<td></td>
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<tr>
<td>Roof over roof with 2 mil sbs</td>
<td>Modified roof system application for fpl reflective roof incentive</td>
<td>NO CHARGE</td>
<td>$17,089.65</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$16,200.00</strong></td>
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Additional tile replacement $15.00/ft installed | Additional mortar required $71.00/ft installed

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<tr>
<td>Extend roof vent</td>
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<td>$250.00</td>
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<tr>
<td>WORK DESCRIPTION</td>
<td>WARRANTY</td>
<td>ANNUAL INSPECTION</td>
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</tr>
<tr>
<td>GLUE AND RESET REPAIRABLE TILES REPLACE UNREPAIRABLE TILES WITH NEW REPAIR 9-10 FEET OF VALLEY</td>
<td>NO WARRANTY ON WORK AREA</td>
<td>NONE INDICATED</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
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<tr>
<td>DELTA REPORT WORK INCLUDED</td>
<td>ARTICLE</td>
<td>PHOTOS</td>
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<td>TOTAL</td>
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<tr>
<td>KAUFMAN ROOFING</td>
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<tr>
<td>FOUR FLAT ROOFS ROOF OVER ROOF WITH 2 MIL SBS. MODIFIED ROOF SYSTEM WILL APPLY FOR FPL REFLECTIVE ROOF INCENTIVE</td>
<td>15 YEAR MANUFACTURER WARRANTY, LABOR, MATERIAL &amp; SUBSTAINED DAMAGE</td>
<td>NONE INDICATED</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
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Duro-Last Roofing Proposal

FOR

Flat Deck Roofing Systems
Venetian River Club House
502 Veneto Boulevard, Venice Florida

Attn:
Venetian Community Development District
c/o C.W. (Mike) Craychee
109 Savona Way, North Venice, FL 34275
ENVIRO-TECH IS BEST VALUE IN THE INDUSTRY!

Your Roof Replacement Proposal includes the following:

- Contractors Transferable Labor and Material Warranty Form 10-20 years
- Warranty and Guarantee is part of your Contract Document.
- 24 hours a day 7 days a week Client Solution Center
- Our Clients are Guaranteed a Maximum 12 hour response to any roof concerns
- Free Annual Inspection
- No After hours Charges or Trip charges for Repairs from sustained damage
- A detailed Roof Specification provided in advance.
- All Services are quoted in advance – NO SURPRISE WOOD REPAIR CHARGES!
- All Repairs are documented with before and after pictures
- Written Guarantee to protect your Driveways and Landscaping
- Properly Clean-up every day!
- Sweep property with magnets to better assure safety for children and pets
- Detailed contract format to make all possible clarifications so there are far less opportunities for misunderstandings
- Provide Notarized Lien releases executed by Corporate Officers for all jobs

We’re already your neighbor; allow us to earn your Trust!
Roof Over System Options

Mechanically attach Duro-Last 40 Mil. Membrane Roofing System over Extruded Polystyrene Insulation  Life expectancy 20yr.+  
7 day a week same day Emergency Service Response 
7 Year Contractor Material and Labor warranty included 
15 Year Manufacture Labor Material & Sustained Damage Warranty 

Main Roof $  17,089.65
FPL Reflective Roof Program Incentive .45 x 1977 sq.ft . $ (- 889.65)
Estimated Total $ 16,200.00

The above referenced FPL Incentive program is a estimate based on initial information. The FPL incentive may vary and qualification must be approved by FPL. All incentives must go through an approval process incentives cannot be guaranteed until validated by FPL.

- Incentive discounts are estimated. Final Numbers will be confirmed and Approved by FPL Prior to contracting.
- FPL incentives are qualified in advance and are solely at the discretion of FPL and their qualifying guidelines, should the above referenced incentive discount be denied, adjusted or disqualified at any time ,the Owner shall compensate Contractor for any and all sums not provided by the FPL incentive program.

I _____________________  (Owner)  Do hereby select  option ________ and have approved the (A,B,C)
Color and product Type as listed above. I agree to the terms specifications as detailed with-in this document
Signed ________________________________
(Owner or Agent for Owner)
Date ________________________________
ROOFING RENOVATION PROPOSAL

THIS AGREEMENT (the “Agreement”) is entered into on the ____ day of __________, 2012, by ENVIRO-TECH, LLC. (“Contractor”) and ____________________________(“Owner”) Owner and Contractor agree to the following terms and conditions:

Owner designates _________________ as sole Owners representative. Owner’s representative is authorized to make all necessary decisions with respect to this Agreement.

Property. The proposed job site

"___________________________________"
(The “Property”).

Scope of Work. Owner retains Contractor to provide the services described on Exhibit “A” (“the Services). Contractor warrants to Owner that Contractor shall perform the Services consistent with the standard and code requirements for providing such Services in the county in which the Property is located. Contractor will execute and manage through completion the installation of the Roof System as selected by Owner. Contractor, in performing the Services, shall comply with all applicable laws, codes and regulations and shall meet all OSHA safety standards. In addition, Contractor shall secure and pay for all permits and licenses necessary for conducting business in the State of Florida and for the proper execution and completion of the Services.

Option Price ________________

Permitting Fee __________300.00

Contract Total ________________

Compensation. Owner agrees to Compensate Contractor in the amount of $________________ with respect to the scope of work described in paragraph two (2) above. Contractor shall be paid in accordance with the schedule attached as Exhibit “B”. All additional services requested by Owner will be billed by Contractor as provided in Exhibit “B”. FPL incentives are qualified in advance and are solely at the discretion of FPL and their qualifying guidelines, should the above referenced incentive discount be denied, adjusted or disqualified at any time, the Owner shall compensate Contractor for any and all sums not provided by the FPL incentive program. In conjunction with each payment under this Agreement, Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law.

Draw schedule. The draw schedule and payment terms shall be as selected and specified in “Exhibit B” Contractor will invoice Owner when each payment is due. Owner shall deliver to Contractor payment upon receipt of invoice Contractor.

Additional Costs. Included in Exhibit “B” “Schedule of Values” are additional costs (necessary repairs or services) required for the completion of the re-cover system). These costs will be assessed and submitted to the Owner(s) for payment when additional services are completed. All payments for additional costs shall be due upon completion of the provided service. Photo documentation of all wood repairs must be provided by contractor detailing both before and after images at the time of invoicing. Any wood repairs provided without photo documentation shall be complimentary.
**A Contractors limited warranty** providing for Labor and Material is here by incorporated in this contract. The duration of Contractor's warranty is as specified on page three (3) "Roof System Options" as selected by Owner. Warranty is limited to any and all manufacturing discrepancies in material or product and or installation discrepancies where installation technique defers from manufactures requirements or Building Code Compliance. Contractor retains the right to correct any roofing related concern without modification of the terms or duration of the Warranty program. Warranty is contingent on the completion of annual inspections and completion of any required maintenance. Annual inspections and periodic maintenance are included in contract price. Repairs due to sustained damage or acts of others or acts of natural occurring events will be billable repairs. Contractor during the warranty period shall repair any leak in roof where initial service was performed as detailed in “Scope of Work.” Any leak or defect that is not on or from the location of the completed scope of work shall be considered a warranted repair and Owner shall compensate Contractor in full for such repair services. Contractor will not later than forty-eight (48) hours after notice to Contractor by Owner, by telephone or by any other appropriate means respond to a leak or defect concern. The 48 hour response does not include a catastrophic event or National Disaster.

**Manufactures warranty(s)** is(are) included in addition to the Contractor's warranty. The duration of Contractor's warranty is as specified on page three (3) "Roof System Options" as selected by Owner. Terms of manufactures warranty are limited to the conditions as provided by manufacture. These warranties do not provide for damages caused by negligence of others, damage by rodents or infestation, a named tropical or subtropical storms, fire, lightning, earthquake, building defects or acts of GOD.

**Warranted Repairs or Corrective Services** Enviro-Tech must receive from Owner/Agent notice by means of phone conversation, facsimile transmission or email message any request for a repair or corrective service. Enviro-Tech shall have 48 hours to respond to all corrective service requests. Enviro-Tech shall have ability to view, document and inspect any and all reported concerns. Enviro-Tech retains sole ability to provide repairs to all validated requests for corrective service. Enviro-Tech will schedule validated repairs immediately after accessing and documenting valid corrective services. Enviro-Tech shall be held harmless from any and all repair liabilities and costs originating from services provided by others or concerns altered prior to Enviro-Tech's opportunity to validate concerns. Warranted repairs shall be provided as detailed in the “Warranty” section of this document with applicable limitations or exclusions as provided by the “Limitations and Exclusions “section I below.

**Nature of Relationship.** Contractor shall at all times during the term of this Agreement act as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee between Contractor and Owner

**Access.** Contract price is subject to full access to work site. Owner agrees to provide adequate access as deemed necessary by Contractor. This includes access for equipment, personnel as well as water and electricity. Owner will be responsible for compensating contractor for addition costs created by limited accessibility.

**Insurance.** Contractor, at Contractor's own cost and expense, will provide and maintain in full force and effect, insurance coverage as follows: (a) Worker's Compensation Insurance shall be maintained by Contractor in accordance with applicable Florida Statutes, as required; (b) general liability insurance shall be maintained with a minimum combined single limit of $2,000,000.00, Two Million Dollars ($1,000,000.00) for bodily injuries, death, property damage, etc. resulting from any one occurrence; (c) automobile liability insurance shall be maintained with a minimum combined single limit of One Million Dollars ($1,000,000.00) for bodily injuries, death, and property damage resulting from any one occurrence; (d) errors and omissions insurance shall be maintained in an amount not less than Five Hundred Thousand Dollars ($500,000.00) and (e) any and all other insurance coverage required by applicable law. Owner to receive an original insurance certificate listing owner as additional insured.
**Sub-Contractors** Contractor retains the right to hire Sub-Contractors as deemed necessary. Any Sub-Contractor will be insured as a minimum equivalent to Contractor and will be licensed as required by the Department of Professional Regulation for Scope off work being contracted. Contractor is solely responsible for the retention or release for any subcontractor contracted to assist in the completion scope of work. Contractor is fully responsible to Owner for any and all acts or omissions by sub-contractor.

**Contract Time** The proposed Scope of Work as described in Exhibit “A” is proposed to be continuous from start date. A Work Day is defined as Monday through Friday 8:00 am to 5:30 pm. Contractor retains the right to accelerate project delivery. Acceleration will not be in any conflict of local municipality ordinances. Contractor will not be responsible for time loss due to late payment suspensions. Three or more hours of rain or wet surface during the 8:00am to 5:30pm time frame will cause a day loss. This loss will be documented on a rain day notification form.

**Entire Agreement** Owner and Contractor acknowledge that this Agreement constitutes the entire agreement between them regarding the subject matter described herein. Any pre-existing agreements, letters of intent or bid proposals shall yield to the provisions as detailed within this document. This Agreement may not be modified or amended without a written document signed by both parties.

**Assignment** This Agreement may not be assigned by either party.

**Governing Law** This Agreement shall be governed by the laws of the State of Florida.

**Venue** All disputes relating to this Agreement shall be brought in a state court of competent jurisdiction in Manatee County, Florida.

**Past Due Payments** Contractor reserves the right to cease work on any and all jobs when any amount is past the due date. Contractor is not responsible for any losses resulting from these delays. In addition Contractor is not responsible for damages sustained if work is suspended in process due to such delays. All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all cost associated with collection of past due balances.

**Collection** In the event of any dispute regarding this Agreement, the Contractor shall be entitled to recover all costs and fees or incurred including attorneys’ fees, administrative handling or processing costs, collection expenses, currier or mail costs and any other documented direct or indirect cost associated with collection.

**Waiver of Jury Trial** The parties waive the right to jury trial for any claims arising out of or relating to the Agreement.

**Limitation and Liability** Roofing work by nature may cause vibrations Contractor will not be responsible for damage to personal property or damage to the interior or “living space” caused by such disturbances. Contractor is held harmless from any interior damage to building or personal property from any occurrence during the roof replacement process including but not limited to damages from rain, wind, hail, fire or Catastrophic event. Contractor liability for any claim(s) arising out of or relating to this Agreement shall not exceed the Contract amount.

**Driveways & Sidewalks and Landscape** Contractor will exercise due care and take precautionary measures to protect these surfaces. Protection includes protective sheathing and pre construction inspection. Should Contractor fail to provide protective coverings Contractor will be responsible for any repairs (limited to the damaged area), caused directly by Contractor or direct employees of Contractor. If During a pre construction inspection Contractor determines existing conditions provide likelihood of sustained damage, Contractor will not be held responsible should alternate access to site is not granted. Should Contractor be required to change access to limit risk of sustained damage, Owner or Agent for Owner will be responsible for all
additional charges for alternate accesses. Should Contractor be required to relocate trailers or equipment nightly during construction Owner agrees to pay additional charges as per “Additional Charges” “Exhibit B” for each occurrence.

According to Florida’s Construction lien law (Section 713.001-713.37, Florida Statutes), “Those who work on your property or provide materials and are not paid in full have the right to enforce their claim for payment against your property. If you’re Contractor or sub contractor fails to pay Sub Contractors, Sub-Subcontractors, or material suppliers, The people who are owed money may look to your property for payment, even if you have paid your Contractor in full. If you fail to pay your Contractor, your Contractor may also file a lien on your property. This means if a lien is filed on your property, your property could be sold against your will to pay for Labor, Material or other services your contractor or Sub Contractor failed to pay. To protect yourself you should stipulate in in this contract that before any payment is made, your contractor is required to provide you with a written release of lien for any person or company that has provided you a notice to owner. Florida’s Construction Lien Law is complex and it is recommended that you consult an Attorney. Nothing in this section shall be construed to adversely affect the lien and Bond rights of lienors who are not in privity with the Owners. This section does not apply when Owner is a Contractor Licensed under Chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.”

Special Conditions

I ________________________ (Owner) Do hereby have read and do agree to the terms and specifications as detailed with-in this document.

Date ______________________

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR:

ENVIRO-TECH LLC.

By: ________________________
Print Name: ______________________
Its: ______________________

OWNER:

By: ________________________
Print Name: ______________________
Its: ______________________
EXHIBIT "A"

Example PVC Scope of Work

Contractor will execute and manage through completion roof over of the existing roof system using a single ply mechanically attached PVC Roofing System and where contractor deems necessary a 2 ply SBS modified roof system for the party Deck. Final Decision on PVC will be Contractors decision based on manufacture pull test results and assembly details.

Mechanically attached PVC roofing system with parapet wall wrap and existing parapet wall coping.

All materials and specifications shall be compliant with provisions as defined by the Florida Building Code (including revisions 2010).

Contractor will be responsible for all documents processing, i.e. N.T.O. s, Lien releases, N.O.C. Documents, Warranty Documentation etc…

Notice to Owner documents will be filed on all jobs / buildings / units etc.

This Scope of work will be divided into three sections. These sections will be defined by boundary at a preconstruction job site meeting. Each section must be completed and approved prior to continuing to the next. This process is to limit the potential of water intrusion on an occupied building and assist in limiting the inconvenience of construction to a high traffic area.

Quality control inspections for each phase of work, beginning, in process, and completion will be performed on each building. These inspections will be documented and will detail installation integrity. These inspections will be in addition to any required municipality inspections. A per section report will be presented to the Owner / Representative upon receipt of final payment.

Contractor will be responsible for any and all removal of roofing debris from site.

During the construction period service calls or concerns will be responded to with-in 24 hrs. A written report will document the concern and detail the resolution.

Contractor understands the likely presence of occupants in buildings during the Re-roofing process and will exercise due caution.

Contractor, employees, sub-contractors, delivery personnel, venders and manufactures representatives will maintain professional dress and demeanor while working or trafficking the subject property. Any issues or concerns will be responded to after Contractor is notified.

Upon receipt of Final Payment, Contractor will provide all warranty information including documentation for all manufacture material warranties,

Excluded in this scope of work are any costs for HVAC repair or renovation. All such HVAC related details shall be provided under a separate contract and will provide for a 15% processing and or administrative fee to be paid in addition to the cost of the repair or modification when these services are being contracted by Enviro-Tech.

Also excluded in this scope of work are any costs for Plumbing and Electrical repair or renovation. All such Plumbing and Electrical related details shall be provided under a separate contract and will provide for a 15% processing and or administrative fee to be paid in addition to the cost of the repair or modification when these services are being contracted by Enviro-Tech.

EXHIBIT “A”

Scope of Work Continued
Page 8 of 12
DURO-LAST MEMBRANE  Option

Mechanically attach Duro-Last membrane roofing system over the Extruded Polystyrene insulation taking care to minimize any wrinkles, overlapping 4.5 inches and mechanically fastening every 6 inches on center.

Install sheets of Duro-Last membrane around the eave perimeters and mechanically attach every 6 inches on center.

All seaming surfaces shall be clean and dry.

Heat weld all overlapping seams a minimum of 1.5 inches to form a monolithic sheet.

Automatic robotic seam welder to be used wherever possible.

All seams shall be manually checked for proper seal by probing the entire seam area using a probing tool after the seam has cooled.

All welded seams to be probed daily.

Duro-Last membranes waiting to be installed shall be stored on skids and protected from inclement weather at all times.

FLASHING

Install membrane 12 inches up the wall and terminate on the inside edge.

Install Duro-Last PVC membrane up the wall terminate with terminate bar and fasten every 6 inch.

Where Duro-Last flashing does not cover top of wall.

1) Supply and install Duro-Last sealant Caulk between wall and PVC flashing membrane.
2) Install Duro-Last termination bar attached to wall using concrete drive pins.
3) Seal off termination bar using Vulkem 116 sealant.

Duro-Last PVC flashing material to be welded to the field membrane.

Any flashing taller than 24” in height shall be fully adhered to the wall.

All welded seems to be probed daily.

SOIL STACKS
Attach field membrane at each penetration using 2 fasteners.
Flash soil stacks using Duro-Last PVC Membrane and/or prefabricated boots and heat weld to the field membrane.
Soil stack tops to be sealed using Duro-Last Water Stop.
Soil stack tops to be terminated using stainless steel band clamps.

**ROOF DRAINS**

Install the Duro-Last PVC field membrane a minimum of 1 inch beyond the bolt holes of the drain-clamping ring. The clamping ringbolts must penetrate the membrane.
Duro-Last field membrane to be set in a bed of water stop on the roof drain.
Reinstall roof drain clamping ringbolts and drain strainer.

**ROOF SCUPPERS**

Supply and install new fabricate roof scuppers from Duro-Last clad metal.
Attach Duro-Last field membrane to the scuppers.
Heat weld Duro-Last scupper to the field membrane and flashing membrane.
Seal Scupper to outside wall using Duro-Last Water Stop sealant.
Terminate scupper to outside wall using Duro-Last termination bar and concrete drive pins.

**PITCH PANS**

New pitch pans will be installed at roof penetrations for electrical and copper lines as necessary.
Attach Duro-Last field membrane at each penetration using 2 or more fasteners.
Weld new pitch pans will be from PVC molded sealant pockets to Duro-Last field membrane.
All new pitch pans to be sealed using White pourable self-leveling sealant or equivalent.
All welded seems to be probed daily.

**AIR CONDITIONERS AND ROOF TOP EQUIPMENT**

Remove and re-install only when necessary and when provided as an included service on page 3, and priced accordingly.

**WALK PADS**

Supply and install new walk pads around all equipment and ac units as per Versico specifications
When included as an option as detailed on page 3 of this agreement. If this option is not priced as a specific service in is not included in the general specifications.
The detailed pricing for the Proposed Replacement Roof is as described below:

The terms for payment of the contract amount are as follows:

**Draws**

(AS PER OPTION SECTIION PAGE 3)

- 30% draw at execution of Contract,
- 40% upon Dry-in & Flashing Inspection w/ Material Load,
- 30% Final draw upon completion with any and all Change orders

There will be a maximum number of 3 draws. These draws do not include change orders, and change orders will be due upon receipt. (this includes additional costs as defined by contract).

Not included in proposed cost are any of the costs identified in the additional costs section of this document.

Budget amounts for the following Sub Contractors should be obtained prior to commencement of this scope of work.

Structural Repairs, Sheathing Replacement
Plumbing Contractors
HVAC For AC Curbs and Disconnect and reconnect if needed
Electrical Contractors

Total Contract Price ............................................................... $____________

Exhibit B

**EXHIBIT “B”**
Schedule of Values Continued

Replacement Lumber
Plywood sheathing replacement (Labor, Delivery included).................$ 95.00 per sheet
<table>
<thead>
<tr>
<th>Lumber Type</th>
<th>Size</th>
<th>Labor Included Price per Linear Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cedar</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement</td>
<td>1x12(Lumber)</td>
<td>$11.50 per linear foot</td>
</tr>
<tr>
<td>Replacement</td>
<td>1x8 (Lumber)</td>
<td>$10.50 per linear foot</td>
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<tr>
<td>Replacement</td>
<td>1x6 (Lumber)</td>
<td>$9.50 per linear foot</td>
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</tr>
<tr>
<td>Replacement</td>
<td>2x6 (Lumber)</td>
<td>$13.50 per linear foot</td>
</tr>
<tr>
<td>Replacement</td>
<td>2x8 (Lumber)</td>
<td>$15.00 per linear foot</td>
</tr>
<tr>
<td>Replacement</td>
<td>2x10 (Lumber)</td>
<td>$18.50 per linear foot</td>
</tr>
<tr>
<td>Replacement</td>
<td>2x12 (Lumber)</td>
<td>$18.50 per linear foot</td>
</tr>
</tbody>
</table>

| **Metal**   |              |                                     |
| Replacement | L flashing   | $30.00 per foot                     |
| Replacement | L flashing with counter flashing | $39.00 per foot |
| Replacement | Replacement of Eave metal | $18.00 per foot |

**Base Labor Rate** (including work outside initial scope of work): $85.00 per man hour

**Additional Charge**:
- Additional Trip, remove and redeliver of equipment site visit charge: $400.00
- Engineering Certified Repair detail (Certified Letter): $580.00
- Special Engineering (when required): Cost plus 20%
- HVAC Contracting services and or HVAC components: Cost plus 20%
- Electrical Contractor: Cost plus 20%
- Redeliver or move delivery: $500.00 ea.
I. TERMS and CONDITIONS
Duro-Last, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner (“Owner”) of a building containing a Duro-Last Roofing System (“Duro-Last System”) installed by an authorized dealer/contractor (“Contractor”), subject to the conditions and limitations contained herein.

Duro-Last’s obligation during the 1st through the 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System, and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Representative (“Duro-Last QA Tech Rep”) and this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager;
C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
D. The Owner allows Duro-Last’s QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
E. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s), or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly aside from the Duro-Last System, including but not limited to those defects that result in water penetrating into the building, including inadequate or insufficient drainage.
C. Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
   1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
   2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another;
   3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to, damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
   4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
E. Duro-Last does not warrant color change and/or pattern change and/or print change in the Duro-Last System.
F. This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
G. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
H. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of that Court.
I. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.
THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 1ST THROUGH 15TH YEARS OF THIS NO-DOLLAR LIMIT WARRANTY, THIS NO-DOLLAR LIMIT WARRANTY COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or independent sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

DURO-LAST, "INC.

Name of Building
Address of Building
City, State & Zip of Building
Building Designation
Effective Date
Serial No.

Signature of Duro-Last QA Tech Rep or QA Manager
Signature of Owner
Owner (printed)
Signature of Contractor
Contractor (printed)
Square Footage
Warranty No.

15 NDL
2/3/12
DURO-LAST ROOFING SYSTEM FOR ALL FLAT ROOFING / TILE ROOF REPAIRS

THE FOLLOWING WILL BE FURNISHED & INSTALLED: Roofing for (4) flat roofs and tile repairs

1. **Examine roof deck for soundness, making any repairs deemed necessary to meet current roofing and building codes. (See page 2 for pricing)** (Price includes up to 5 sheets of decking work labor/material)
2. Make ALL necessary repairs to existing MODIFIED ROOF SYSTEM roof to accept new DURO-LAST ROOF application.
3. Install new drain covers for existing roof drains and properly seal.
4. Install new metal coping on back flat roof that ties into the existing tile roof
5. Valley work: There are 3 valleys that tie into the flat roof. We are going to have to go about 3 ft up into each valley so we will pull the valley up, install the new DuroLast material, and re-install the valley and make all repairs necessary to properly seal according to manufactures specifications.
6. Mechanically attach new ¼” fan fold recovery board over existing roof system.
7. Install new vents throughout roof system so roof can breathe.
8. Properly flash around all A/C units, vents, and roof hatches.
9. Mechanically attach new (White) DURO-LAST ROOFING SYSTEM AND HEAT WELD ALL SEAMS ALL TO MANUFACTURERS SPECIFICATIONS.
10. INSTALL NEW DUOR-LAST ROOFING SYSTEM UP WALLS AND INSTALL TERMINATION BAR.
11. Provide a 15 yr NDL warranty with 12 million dollar liability insurance policy under roof provided by DURO-LAST ROOFING INC (BEST SINGLE PLY WARRANTY ON THE MARKET)
12. FPL REBATE: FPL rebate is at a rate of $.45 per square ft under air and paperwork will be issued to the contractor after pre-inspection. Once inspection is approved, contractor can commence roofing project. In order to receive rebate, you must contract with an FPL licensed contractor. On the final balance after owner signs off on completion certificate, the total deduction will be taken off the bill. Singleton Roofing will be re-reimbursed by FPL.

13. TILE ROOF REPAIRS: Using BORAL TILE. Remove all completely broken tile and dispose of. There is approximately 228 Lf of tile to wall flashing to be done re-using any good tile and replacing any broken tile in these areas. We will also be using a product called WAKAFLEX to give a water tight seal and flexibility in those areas. Color to match the tile as best as possible. (lead gray, black, brown, or terracotta)
14. **CRACKED TILE:** Any tile that is cracked throughout roof will be foamed down and properly sealed.

15. **BROKEN TILE:** All broken tile will be removed and disposed of. We will make any necessary repairs to roof to accept new tile i.e. sealing any holes and pulling out nails or fasteners. All new tile will be laid down using a POLY FOAM application by certified POLY FOAM installers.

16. **Vent:** There is a vent up on the roof that needs to be raised to meet building code. We will be putting a vent collar to raise it. We propose to hereby furnish the material and labor – complete in accordance with above specifications for the sum of: **$23,800.00**

   **Twenty three thousand eight hundred dollars-------00/100**

   Payment to be made as follows: **10% Deposit, 50% of Contract Amount Upon Tear-off and Dry-in, Balance upon completion.**

**NOTICE:** Price estimate is valid for 30 days from the date on this Proposal/Contract. Due to the continued escalation of material pricing, this Proposal/Contract is subject to change and will be adjusted to reflect material costs, at the time of work commencement. We apologize for this inconvenience and want you to understand that most material is associated with the petroleum industry. Payments are due upon receipt of invoice. A 1 1/2 % compound interest fee will be assessed on any unpaid balance once every thirty (30) days. Payment is to be made via check unless other arrangements have been made. If before work commences, you decide not to proceed according to this contract, your deposit will be refunded less the cost of the building permit and less $150 in administrative fees. 

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**Initial Acceptance**

CONTRACT CONTINUED ON PAGE 2.
During the course of roofing work, the customer agrees to hold harmless Alvin J. Singleton, Inc. Contractors, for any costs or damages resulting from any asbestos materials in the roof system. Attorney’s fees & cost: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs, including reasonable attorney’s fees. The roofing work may cause vibration and movement in other areas. Contractor is not responsible for any damage to personal property or other parts of the property this may cause. It is the responsibility of the owner to cover all interior space and property below exposed ceiling. The customer agrees to provide adequate roof access for trucks, equipment, and personnel, as well as, electricity and water as needed to complete work. Customer acknowledges that the weight of the contractor’s trucks may cause cracks or other damages to customer’s driveway and/or sidewalks. Contractor is not responsible for cracks or damages to sidewalks or driveways caused by trucks. If customer refuses to allow contractor’s trucks on customer’s driveway, customer shall pay additional charges for hauling of equipment and debris to and from the job site. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Painting work is not included in this contract. This contractor cannot be held responsible for any changes in concrete tile caused by the process of efflorescence. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance. Customer is hereby advised that mold or other microscopic organisms may exist at the property and these such organisms may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. By entering into this contract you acknowledge and agree to accept full risk and responsibility for matters that may result from mold and/or microscopic organisms, and to hold harmless and release agents, officers, employees, administrators, and owners of Alvin J. Singleton, Inc. from any liability/recourse/damages (financial or otherwise).

**NOTE:**
**NOTE: THIS CONTRACT ONLY ADDRESSES ROOFING AND CARPENTRY WOOD AS PER THE SCHEDULE BELOW. IT IS THE OWNER’S RESPONSIBILITY TO ADDRESS GUTTER (REMOVAL/REPLACEMENT), SOLAR, SKYLIGHTS, AWNINGS, AND/OR A/C WORK.**

Pricing for Carpentry Work

<table>
<thead>
<tr>
<th>Sheathing/Decking</th>
<th>Fascia / Sub-fascia / Rafters</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8&quot; plywood</td>
<td>$ 2.25 per sq. ft.</td>
</tr>
<tr>
<td>½&quot; plywood</td>
<td>$ 2.50 per sq. ft.</td>
</tr>
<tr>
<td>5/8&quot; plywood</td>
<td>$ 2.75 per sq. ft.</td>
</tr>
<tr>
<td>3/4&quot; plywood</td>
<td>$ 3.00 per sq. ft.</td>
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<tr>
<td>2X4</td>
<td>$ 3.50 per ft.</td>
</tr>
<tr>
<td>2X6</td>
<td>$ 4.00 per ft.</td>
</tr>
<tr>
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<td>$ 4.50 per ft.</td>
</tr>
<tr>
<td>1X2</td>
<td>$ 1.00 per ft.</td>
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<tr>
<td>1X4</td>
<td>$ 2.50 per ft.</td>
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<tr>
<td>1X6</td>
<td>$ 4.00 per ft.</td>
</tr>
<tr>
<td>1X8</td>
<td>$ 4.25 per ft.</td>
</tr>
<tr>
<td>1X10</td>
<td>$ 4.50 per ft.</td>
</tr>
<tr>
<td>1X12</td>
<td>$ 2.75 per ft.</td>
</tr>
</tbody>
</table>

CEDAR or any other specialty wood is an Additional $2.00 per ft

Additional work is $ 35.00 per man hour/labor plus material cost if applicable

Proposal may be withdrawn by Alvin J. Singleton, Inc. if not accepted within 30 days.

Authorized
Signature: _______________________
Joshua Lewis

CONTRACT ACCEPTANCE CONTINUED ON PAGE 3.
The Florida Legislature requires this notice to be provided when there is any direct
residential contract for real property improvement.

ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW
(SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO
WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE
NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM
FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS
KNOWN AS A CONSTRUCTION LEIN. IF YOUR CONTRACTOR OR
A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-
SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS
TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE
WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR
PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN
FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR
CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY.
THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE
SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS,
OR OTHER SERVICES THAT YOUR CONTRACTOR OR A
SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA’S
CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS
RECOMMENDED THAT WHenever A SPECIFIC PROBLEM
ARISES, YOU CONSULT AN ATTORNEY.

BY SIGNING YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE

Acceptance of Proposal – the above prices, specifications and conditions are satisfactory and
are hereby accepted. You are authorized to do the work as specified. The prices outlined in the
Proposal/Contract (to include material cost changes), specifications and conditions are satisfactory and
are hereby accepted. My signature authorizes Alvin J. Singleton, Inc. to perform the work as specified
and payment will be made as outlined above. MSP Proposal for the property located at 502 Veneto Blvd Venice FL RIVER
CLUB

Signature: ___________________________  Print Name: ___________________________
Date: ___________________________
SERVICE AGREEMENT

THIS Service agreement (the “Agreement”) is entered into on the 25 day of April 2012 by ENVIRO-TECH LLC. (“Contractor”) and River Club South Wing (“Owner”).

Property. Owner / Owner Agent retain Contractor to provide certain roof services with respect to:

South Roofing System
River Clubhouse
503 Veneto Boulevard, Venice Florida

Attn:
Venetian Community Development District
c/o C.W. (Mike) Craychee
109 Savona Way, North Venice, FL 34275

Owner/ Owner Agent and contractor agree to the following terms and conditions:

Scope of Work. Owner / Owner Agent retain Contractor to provide the services described herein below.

- The replacement of tile to be furnished and installed by the contractor at $15.00/tile for 400 tiles. $6,000.00
- Valley repair of $115.00/ft. for 35 feet of valley. $4,025.00
- Installation of additional course of tile where existing is over extended. $1,800.00

Additional tile replacements of $15/ft. installed
Additional mortar requested $7/ft. installed

Sub Total $11,825.00
Tax n/a
Proposed Total $

Deposit Received N/A
Balance Due upon Completion
1. **Compensation.** With respect to the “Scope of Work” described on front cover and as listed in detail attached as Exhibit “A”, Owner / Owner Agent agree to compensate Contractor in the amount listed as Total Cost and paid in accordance with the schedule attached as Exhibit “A”. All additional services requested by Owner / Owner Agent will be billed in addition to the stated Total Cost amount. Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law. Owner / Owner Agent agree to provide a Deposit or Down Payment to Contractor if requested. Should a deposit or down payment be requested, the Deposit shall be received by Contractor prior to ordering materials or scheduling date of service. Un-used Monies held as deposit will be returned to Owner / Owner Agent upon project completion. Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law.

2. **Additional Costs.** Included in Exhibit “B” “Schedule of Values” are values for most typical additional costs (necessary repairs or services) required for the completion of the proposed scope of work, these costs will be assessed and submitted for payment at the time of final invoicing. Additional Costs are not limited to the items as detailed on Exhibit “B” “any service or product not detailed on this exhibit will be disclosed prior to commencement of the additional required service. Owner / Owner Agent will be responsible for paying for the additional service after its completion at time of invoicing.

3. **Entire Agreement.** Owner and Contractor acknowledge that this Agreement constitutes the entire agreement between them regarding the subject matter described herein on both front and back of this document. This Agreement may not be modified or amended without a written document signed by both parties. Owner retains Contractor to provide the services described on Exhibit “A” (the “Services”). Contractor at Contractor’s sole cost and expense will supply all labor, materials and equipment necessary for the full and complete performance of the Services. Without limiting the generality of the foregoing, Contractor, at Contractor’s sole cost and expense, shall be responsible for employee payroll, general liability, insurance, state unemployment compensation, federal unemployment compensation, worker’s compensation, FICA, equipment, supplies, supervision, general and administrative costs and miscellaneous benefits. Contractor warrants to Owner that Contractor shall perform the Services consistent with the standard for providing such Services in the county in which the Property is located. Contractor, in performing the Services, shall comply with all applicable laws, codes and regulations and shall meet all OSHA safety standards. In addition, Contractor shall secure and pay for all permits and licenses necessary for conducting business in the State of Florida and for the proper execution and completion of the Services.

4. **Access.** Contract price is subject to full access to work site. Owner agrees to provide adequate access as deemed necessary by Contractor. This includes access for equipment, personnel, as well as water and electricity. Owner will be responsible for compensating contractor for addition costs created by limited accessibility. Limited access includes requiring the removal of equipment or material prior to job completion such limitations shall entitle contractor to receive payment as provided in “Additional Costs “Exhibit B”

5. **Insurance.** Contractor, at Contractor’s own cost and expense, will provide and maintain in full force and effect, insurance coverage as follows: (a) Worker’s Compensation Insurance shall be maintained by Contractor in accordance with applicable Florida Statutes, as required; (b) general liability insurance shall be maintained with a minimum combined single limit of Five Hundred Thousand Dollars ($500,000.00) for bodily injuries, death, property damage, etc. resulting from any one occurrence; (c) automobile liability insurance shall be maintained with a minimum combined single limit of Three Hundred Thousand Dollars ($300,000.00) for bodily injuries, death, and property damage resulting from any one occurrence; (d) errors and omissions insurance shall be maintained in an amount not less than Five Hundred Thousand Dollars ($500,000.00) and (e) any and all other insurance coverage required by applicable law.

6. **Nature of Relationship.** Contractor shall at all times during the term of this Agreement act as an independent Contractor. Nothing contained herein shall be construed to create the relationship of employer and employee between Contractor and Owner / Owner Agent. In that regard, Contractor shall not incur any obligations or enter into any agreements on Owner / Owner Agent’s behalf.

7. **Entire Agreement.** Owner / Owner Agent and Contractor acknowledge that this Agreement constitutes the entire agreement between them regarding the subject matter described herein. This Agreement may not be modified or amended without a written document signed by both parties.

8. **Third Party Reliance.** It is understood and agreed that this Agreement is between Contractor and Owner / Owner Agent. No third parties shall obtain any rights by or through this Agreement and no third parties shall be entitled to rely on the opinions expressed or information provided by Contractor. Owner / Owner Agent agree to indemnify Contractor, including any attorney’s fees incurred, with respect to any claim by any third party arising out of or relating to this Agreement.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

10. **Venue.** All disputes relating to this Agreement shall be brought in a state court of competent jurisdiction in Manatee County, Florida.

11. **Past Due Payments.** Contractor reserves the right to cease work on any and all jobs when any amount is past the due date. Contractor is not responsible for any losses resulting from these delays. In addition Contractor is not responsible for damages sustained if work is suspended in process due to such delays. All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all cost associated with collection of past due balances.

12. **Collection.** In the event of any dispute regarding this Agreement, the Contractor shall be entitled to recover its reasonable attorneys’ fees and costs.

13. **Waiver of Jury Trial.** The parties waive the right to jury trial for any claims arising out of or relating to the Agreement.

14. **Limitation and Liability.** Contractor’s liability for any claim(s) arising out of or relating to this Agreement shall not exceed the amount of compensation received by Contractor.

15. **Damages.** Owner / Owner Agent shall indemnify, defend and hold harmless Contractor with respect to any and all bodily injury, death or damage to property by Owner / Owner Agent which arise out of or are in any way related to this Agreement.
14. **Warranties:** Contractor expressly warrants and guarantees all work and materials provided under this Contract to be fit for the purposes intended for a period as indicated below:

_______2 year _______3 year _______5 year _______7 year _______10 year _______15 year

_______ year(s) from date of final acceptance, and Contractor hereby agrees that during said period of time any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Owner. Flaws and deficiencies cannot be a result from actions of others, weather occurrences, failure to perform recommended maintenance, fire, flood or any act of god. Contractor during the warranty period shall repair any leak in roof where initial service was performed as detailed in “Scope of Work.” Any leak or defect that is not on or from the location of the completed scope of work shall not be considered a warranted repair and Owner shall compensate Contractor in full for such repair services. Contractor will not later than Twelve (12) hours after notice to Contractor by Owner, by telephone or any other appropriate means respond to a leak or defect concern. The 12 hour response does not include a catastrophic event or National Disaster.

15. **Terms** All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all cost associated with collection of past due balances.

16. **Special Conditions**

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year as written below. Both parties do hereby agree to the terms, values, conditions and written descriptions as detailed in this agreement. Owner/Owner Agent authorize Enviro-Tech LLC in full as detailed in this agreement.

CONTRACTOR: Enviro-Tech LLC

By: ____________________________  Its: Enviro-Tech LLC Representative

Date __________________________

OWNER / OWNER AGENT

______________________________

By: ____________________________

Date __________________________
EXHIBIT “B”
Schedule of Values Continued

Additional Costs not included in Contract Price.

Shingle Roof Service

Valley repair full assembly Shingle Roof .................................................. $ 117.00 per foot
Replacement Shingle Standard per shingle Labor only Install .................. $ 8.00 ea
Replacement Shingle Standard per shingle Furnish & Install ..................... $ 11.00 ea
Replacement Shingle Premium per shingle Furnish & Install ..................... $ 18.00 ea

Concrete Tile Service

Valley repair full assembly Tile Roof .......................................................... $ 135.00 per foot
Replacement Standard Concrete Roof Tile for Install only ....................... $ 10.00 ea.
Replacement Standard Concrete Roof Tile Furnish & Install ..................... $ 25.00 ea.
Replacement Premium Concrete Roof Tile Furnish & Install ..................... $ 30.00 ea.
Custom Stain to match existing tile color.... Add 58.00 + 6.00 per tile
(Limit Up to 30 tile only larger jobs per bid)

Replacement Lumber

Plywood sheathing replacement (Labor, Delivery included) ....................... $ 95.00 per sheet
Replacement 1x4x8 (NON Pressure Treated for decking) Labor included... $ 4.50 per linear foot
Replacement 1x6x8 (NON Pressure Treated for decking) Labor included... $ 5.50 per linear foot
Replacement 1x8x8 (NON Pressure Treated for decking) Labor included... $ 6.75 per linear foot
Replacement 2x2 (Pressure Treated) Labor included ............................... $ 7.80 per linear foot
Replacement 2x4 (Pressure Treated) Labor included ............................... $ 8.90 per linear foot
Replacement 2x6 (Pressure Treated) Labor included ............................... $ 9.90 per linear foot
Replacement 2x8 (Pressure Treated) Labor included ............................... $ 12.50 per linear foot
Replacement 2x12 (Pressure Treated) Labor included ............................. $ 18.50 per linear foot
Replacement 1x2x8 (Pressure Treated) Labor included ............................ $ 6.50 per linear foot
Replacement 1x4x8 (Pressure Treated) Labor included ............................ $ 7.50 per linear foot
Replacement 1x8x8 (Pressure Treated) Labor included ............................ $ 8.75 per linear foot
Replacement 1x6x8 (Pressure Treated) Labor included ............................ $ 8.50 per linear foot
Replacement (1x4,1x6,1x8) x10 Decking Labor included ......................... $ 15.00 per linear foot
Replacement 1x12x8 Decking Labor included ........................................... $ 17.00 per linear foot

*************** ALL LUMBER Minimum Quantity of 10 foot lengths**************

Cedar Lumber

Replacement 1x12 (Cedar) Labor included ............................................. $ 11.50 per linear foot
Replacement 1x8 (Cedar) Labor included ............................................... $ 10.50 per linear foot
Replacement 1x6 (Cedar) Labor included ............................................... $ 9.50 per linear foot
Replacement 1x4 (Cedar) Labor included ............................................... $ 8.50 per linear foot
Replacement 2x6 (Cedar) Labor included ............................................... $ 10.50 per linear foot
Replacement 2x8 (Cedar) Labor included ............................................... $ 13.50 per linear foot
Replacement 2x10 (Cedar) Labor included ............................................. $ 15.50 per linear foot
Replacement 2x12 (Cedar) Labor included ............................................. $ 18.50 per linear foot

*************** ALL LUMBER Minimum Quantity of 10 foot lengths**************

Metal Flashing

Replacement L flashing ................................................................. $ 30.00 per foot
Replacement L flashing with counter flashing ................................... $ 39.00 per foot
Replacement of Eave metal ............................................................ $ 18.00 per foot
Valley repair full assembly Shingle Roof ........................................... $ 115.00 per foot

Miscellaneous

Soffit Replacement (Aluminum) Labor included ...................................... $ 25.00 per linear foot
Fascia Replacement (Aluminum) Labor included .................................... $ 35.00 per linear foot
Truss / Joist Repair .............................................................. $ 55.00 per linear foot
Base Labor Rate (including work outside initial scope of work) ............. $ 85.00 per man hour
Engineering Certified Repair detail (Certified Letter) ............................... $ 580.00
Special Engineering (when required) .................................................. Cost plus 20 %
HVAC Contracting services and or HVAC components .......................... Cost plus 20 %
Electrical Contractor  ..................................................................... Cost plus 20 %
Redeliver or move delivery ............................................................. $ 500.00 ea.
Additional Trip, remove and redeliver of equipment site visit charge ......(non material delivery)......... $ 400.00 ea
NATURAL GAS SALES AGREEMENT

BUYER INFORMATION:

Buyer's Initials: 

Venetian Community Development District

Full Legal Name of Entity

54-2075759

Federal Tax ID or SSN

0

DUNS # or SSN (if applicable)

Peter Pimentel

Treasurer

Contact Name

Title

Email: 

Phone: 561-630-4922

Fax: 

502 Veneto Blvd.

Service Address

N. Venice FL 34275

City St Zip County

24301 Walden Center Dr.

Billing Address

Bonita Springs FL 34134-4920

City, State and Zip

SELLER INFORMATION:

Seller's Initials: 

Pro Energy Partners, L.P.

14600 St. Mary Lane

Suite 107

Houston, TX 77079

CUSTOMER SUPPORT LINE: 888-477-5506 OR 832-300-0146

Fax: (832) 300-0016

Attention: Denise Hodges

Email: dhodges@proenergygroup.com

Website: www.proenergygroup.com

TECO Partner Representative: Tracy Laird 941-342-4036

PRICING:

X VARIABLE PRICE plus pass through charges

Buyer shall pay Seller a price per therm for all natural gas delivered to Buyer's account(s). The price to be paid shall vary each month and shall be equal to the monthly settlement price for inside FERC's FGT Zone 3 Index Rate plus

0.045 per therm plus all transportation and fuel charges.

SPECIAL PROVISIONS:

NOTICE OF PRICING OPTIONS: At any time during the term of this Agreement and while receiving service under a variable price, Buyer may request a fixed price for any number of months or for a portion of estimated usage.

OTHER FEES AND CHARGES: There is a monthly customer charge of $5.00 per account.

DEPOSIT REQUIRED: Yes ____ No ____

AMOUNT: $______

TERMS AND CONDITIONS

1 NATURAL GAS SALES AGREEMENT: Buyer agrees to buy and Seller agrees to sell natural gas as specified within this Agreement. This Agreement is contingent upon the execution of all intrastate and interstate transportation agreements required for this business transaction. This Agreement and its obligations herein are subject to credit approval of Buyer prior to initial delivery of natural gas and during the term of the Agreement. This Agreement sets for the entire Agreement between Buyer and Seller.

2 SALES: Seller agrees to sell and Buyer agrees to purchase 100% of Buyer's natural gas requirements. Buyer agrees not to switch to another gas supplier for the purchase of any gas during the term of this Agreement.

3 REGULATION & REGULATORY EVENTS: Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future applicable Public Service Commission Rules, Local Distribution Company Tariff or Interstate Pipeline changes. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction. In the event a Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through such costs to Buyer.

4 CREDIT: Buyer shall provide to Seller adequate credit assurance both before and during the term of this Agreement. Adequate assurance shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a prepayment, deposit, letter of credit, a guaranty of payment from a third party, or some other security approved by Seller. If adequate credit assurance is not established within forty-eight (48) hours of Seller's request, Seller shall have the right to terminate the Agreement or suspend sales and deliveries without liability. Buyer shall reimburse Seller for any collection fees incurred with regard to outstanding and/or unpaid invoices. At any time during the term of this Agreement, Buyer authorizes Seller to check Buyer's credit history.

5 EXPIRATION AND RENEWAL: Buyer and Seller both agree that this Agreement shall automatically renew for a successive one year term and price; and shall continue to automatically renew for successive one year terms unless cancelled in writing thirty (30) days prior to each year's expiration date.
6 **EASY TERMINATION**: In the event Buyer terminates this Agreement for any reason prior to its expiration date, Buyer shall be responsible for providing sixty (60) days prior written notice of intent to cancel. Failure to provide sixty (60) days written notice shall result in an early termination fee equivalent to one (1) month's average gas usage billed at the index rate for the month in which Buyer cancels.

7 **QUANTITY**: Seller agrees to sell and Buyer agrees to buy up to the volumes set forth on page one of this Agreement. Seller agrees not to switch to another gas supplier for the purchase of any gas during the term of this Agreement.

8 **BILLING AND PAYMENT**: Seller shall invoice Buyer for natural gas deliveries based on meter read information received by the Local Distribution Company. Buyer shall remit the amount due in immediately available funds on or before the later of the Payment Date or fifteen (15) days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next business day following that date. Late payments or partial payment balances will be subject to interest at the maximum percentage allowed by Florida Statutes, currently, 16% per annum. In the event this Agreement is referred to an attorney for collection due to non-payment, Seller shall be entitled to recover its reasonable attorneys fees and costs of collection in addition to all other sums due hereunder. Seller charges $25 for each returned check (or ACH's). Appropriate billing adjustments due to meter read errors will be made during the following months billing period.

9 **DISPUTED AMOUNTS**: If the Invoiced Party, in good faith, disputes the amount of any such invoice or any part thereof buyer will pay such amount as it concedes to be correct; provided however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Notice of any dispute must be provided in writing within ninety (90) days from the date that such invoice is delivered to Buyer. If notice is received after the ninety (90) days all charges shall be deemed valid.

10 **TITLE**: Seller hereby warrants good title to the gas sold and delivered to the applicable delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). Unless otherwise indicated the Delivery Point shall be the Buyers local distribution company (LDC).

11 **TAXES**: Seller shall pay or cause to be paid all royalties and sums relating to the production and transportation of natural gas to the delivery point(s), however, that any increase in applicable taxes or transportation fees relating to the production and transportation of natural gas to the delivery point(s) occurring after the commencement of service hereunder will be paid by Buyer and are levied upon or attributable to the gas purchased and sold hereunder after title has passed from Seller to Buyer, including but not limited to the utility shrinkage, franchise fees, lost and unaccounted for charges, utility users' tax, intrastate transportation tariff charges and surcharges of every kind and nature. Any increase in applicable taxes will be paid by Buyer and reflected in the delivered price as adjusted. Buyer shall be responsible for sales, usage and any other related taxes. Buyer shall be responsible for notifying Seller with regard to any tax exemptions that may apply.

12 **FORCE MAJEURE**: Neither party shall be in any way liable to the other for any inability to fully or partially perform any term of this Agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, for any act of God, Federal, State, Municipal, Legislative or Regulatory; fires, floods, storms, earthquakes or other natural occurrences; war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept and/or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party claiming such inability. Force Majeure shall not excuse performance if Seller's Interstate pipeline transportation is Interrupted, unless and to the extent that primary firm transportation service to the same delivery point is interrupted.

13 **LIMITATION OF LIABILITY**: Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area; or (2) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area.

14 **GOVERNING LAW**: The place of execution of this Agreement is Harris County, Texas where it is performable, whole or in part. This Agreement shall be construed according to the laws of the State of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.

15 **SEVERABILITY**: If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement

16 **ASSIGNMENT**: Neither party may assign this Agreement without the prior written consent of the other party, except that Seller, without the consent of Buyer, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under the Agreement.

17 **CONFIDENTIALITY**: Both Buyer and Seller shall keep the terms and conditions of this Agreement confidential except as may be required in order to effectuate the transportation and delivery of natural gas to be sold hereunder or to meet the lawful requirements of any regulatory body having jurisdiction.

This Agreement constitutes the entire agreement between the Parties. Any amendment, change or modification of this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

**BUYER:**

- Venetian Community Development District
- Company
- Peter Pimentel
- Print Name
- 
- Signature
- Treasurer
- Title
- Date

**Seller:**

- Pro Energy Partners, L.P.
- Company
- Jarrett Rogers
- Print Name
- 
- Signature
- President
- Title
- Date
ACCOUNT NUMBER(S): 502 Veneto Blvd.
N. Venice FL 34275
Turn on date: July 1, 2012 EAT: 32,335

Start as soon as account activated

CUSTOMER CONTACT:
Company: Venetian Community Development District
Contact Name: C/O VCI Communities
Address: 24301 Walden Center Dr.
City, State, Zip Code: Bonita Springs FL 34134-4920
Phone: 561-630-4922 Fax:
Email Address:

As signed by initials in the box, Customer hereby authorizes PGS to release to the "Pool Manager" named below, the twelve-month historic gas usage for the accounts listed above. Customer understands that said Pool Manager will be assessed a fee of $20 per account, payable upon receipt of request, for the authorized information.

Customer has entered, or intends to enter, into one or more agreement(s) with Pool Manager providing for Pool Manager's delivery of the gas purchased by Customer from or through Pool Manager to PGS pursuant to the Firm Delivery and Operational Balancing Agreement between PGS and Pool Manager (the "Firm Delivery Agreement").

Provided the Firm Delivery Agreement is in effect at the time gas is tendered to PGS by or on behalf of Pool Manager for Customer's account(s) listed above, PGS will transport gas delivered for such account(s) pursuant to Rider NCTS and the applicable provisions of PGS's tariff on file with the Florida Public Service Commission ("FPSC"), as the same may be amended from time to time.

Subject to the terms of Rider NCTS and the Firm Delivery Agreement, such service shall continue until Customer, Pool Manager, or PGS gives written notice to the others of the termination of such service in accordance with Rider NCTS. If the Firm Delivery Agreement is terminated for any reason as it applies to any Gas to be delivered for Customer's account(s) for transportation by PGS, PGS shall have the right to immediately terminate transportation service to the above account(s) under Rider NCTS.

Customer understands that it may terminate participation in Rider NCTS with thirty (30) days notice and return to sale service from the Company. However, the Customer must then remain on sale service for the following twelve-month period. In the event the Pool Manager terminates its agreement with the Customer without the Customer's consent, the Customer may return to Rider NCTS, but not to the Same Pool Manager within the twelve-month period.

Customer agrees to pay PGS in accordance with the applicable rate schedule for the transportation of gas for Customer's account(s), including charges that may be applicable under Rider NCTS that are not applicable under sale service. Customer understands that it is responsible for the payment of all bills rendered to Customer by Pool Manager, and that each Pool Manager's bill for gas purchased by Customer will be rendered separately from PGS's bill for transportation service. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third Party Gas Supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

Signature: [Signature]
Print Name: Peter Pimentel
Title: Treasurer
Date: May 31, 2012

The undersigned Pool Manager agrees that it will keep confidential, and not use or disclose to any person not named herein, information released pursuant to the above authorization, or information received from the above Customer, except to the extent necessary to deliver gas to PGS for transportation to the above Customer account(s), or as may be required by law (in which case Pool Manager will provide notice to PGS prior to making such disclosure).

Pool Manager: Pro Energy Group, Inc.
By: Jarrett Rogers
Title: President

☐ Customer history requested by Pool Manager. If requested, payment must be received to deem complete.

Please fax completed Letter of Authorization to (813) 228-4742.
### TECO Peoples Gas System (PGS)

**Utility vs. Marketer Gas**

**Definitions:**
- **FGT zone #3:** Month's Closing Price for Natural Gas on FGT pipeline at zone #3.
- **NYMEX:** Month's Closing Price for Natural Gas on the New York Mercantile Exchange.
- **Reservation:** Charge to reserve space on the Florida Gas Transmission pipeline - FGT Charge
- **Usage:** Charge to use the space reserved
- **Fuel:** Fuel consumed by compressors to keep fuel moving through the FGT pipeline
- **Shrink:** On PGS' or FPUs system, line losses
- **Marketer Fee:** Marketer's price to provide service

### Table: (All Charges Are Per Therm)

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<thead>
<tr>
<th>Utility Fuel Cost</th>
<th>FGT zone #3</th>
<th>Pass Through Costs</th>
<th>Marketer Fuel Cost</th>
<th>Fuel Savings</th>
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<td>Propane</td>
<td>Utility NG</td>
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<tr>
<td>Consumption</td>
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<tr>
<td>Energy Charge *</td>
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<td>Total Gas Charges</td>
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<td>Gross Receipts</td>
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<td>$ 1,760</td>
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* Estimated savings from propane to Utility Supply

| Gas Management, Fixed | $ 40 |

* Estimated savings from propane to Marketer NG

| Estimated savings from Utility supply to Marketer NG | $ 724 |

| Cost per gallon or per therm | $ 1.01 | $ 0.62 |

* Includes all LDC tariff charges

**Suggested LDC deposit:**

- Teco $5,345
- Teco $2,393

**Suggested Gas Marketer deposit**, IF REQUIRED:

- PE $2,482

Customer's average monthly bill * 2.
Venetian Community Development District
502 Veneto Blvd.

Gas Marketer Bid:

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<tr>
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<th>Propane</th>
<th>Utility NG</th>
<th>Marketer NG</th>
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<td>Energy Charge</td>
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<td><strong>Total Gas Charges</strong></td>
<td>$ 89,428</td>
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Taxes:

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<tr>
<td>Franchise Fee</td>
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<td>Local Tax</td>
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<td>Gross Receipts</td>
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<td><strong>Total Taxes</strong></td>
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**Grand Total**

<p>| | | | |</p>
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<td>$ 98,370</td>
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*Estimated savings from propane to Utility Supply*  $ 62,250

Gas Management, Fixed  $ 480

*Estimated savings from propane to Marketer NG*  $ 73,141

*Estimated savings from Utility supply to Marketer NG*  $ 10,891

*Cost per gallon or per therm*  

- $ 2.53
- $ 0.99
- $ 0.74

* Includes all LDC tariff charges

Suggested LDC deposit:  

- $ 5,345
- $ 2,393

Suggested Gas Marketer deposit*, IF REQUIRED:  

- $ 2,482

Customer's average monthly bill * 2.
TECO Partners, Inc. ("TPI") Master Energy Consulting Agreement

1. Facilities:

   Business Name: Venetian Community Development District
   d/b/a: River Club at Venetian
   Contact: Peter Pimentel
   Telephone: 561-630-4922
   Billing Contact: 
   Telephone: 
   Fax: 
   Email: 

   Service Address: 502 Veneto Blvd.
   N. Venice FL 34275

   Billing Address: 24301 Walden Center Dr.
   N. Venice FL 34275

2. Fee Structure:

   Contract Rate: $ 40 Monthly Rate per Location
   # of Locations: 1
   Contract Term: 1 Year(s)
   Starting Date: 7/1/2012

3. Management Services:

   3.01 TPI agrees to provide to Client services shown on the Scope of Work described in Exhibit A. TPI has the right to refuse to perform specific requests by Client other than those defined in Exhibit A. At TPI's sole discretion additional work may be completed.

   3.02 TPI may, at its own expense, employ such assistants as TPI deems necessary to perform the services required of TPI by this Agreement. Client may not control, direct, or supervise TPI's assistants or employees in the performance of those services. TPI assumes full and sole responsibility for the payment of all compensation and expenses of its employees and assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings with respect to its employees and assistants.

4. Requirements of Client:

   4.01 Each Facility shall confirm future changes in its consumption and supply requirements.

   4.02 Supply other information to TPI as may reasonably be requested by TPI to support the energy services to be provided pursuant to this Agreement.

5. Authorization:

   5.01 TPI is authorized to act on behalf of Client as an energy consultant with respect to the purchase and transportation of gas to the identified Facilities, including requesting and receiving tariff information, receiving responses to RFPs, assisting in the nomination process with the Client, energy suppliers, and energy transporters, and review of all energy related invoices. TPI is not authorized to amend or cancel existing contracts, or sign new contracts on behalf of the client.

6. Assignment:

   6.01 Neither party shall have the right to assign this agreement unless mutually agreed between the parties.

7. Consideration:

   7.01 In consideration of the services to be performed by TPI for Client, Client agrees to pay TPI fees and payments as specified in Fee Structure.

   7.02 Any work that TPI performs for Client that is outside the Scope of Work as described on Exhibit A to this Agreement shall be charged and paid at the rate of $250/hour or at another negotiated rate. Client will be informed when requested work is outside the Scope of Work described in Exhibit A, and TPI will request written approval before work is commenced.

   7.03 TPI shall submit a monthly invoice to Client. If additional hourly charges are applicable for a month, they will be included on the invoice, along with a brief description of the services rendered.

   7.04 Client shall pay invoices such that payment is received on or before the 25th day of the month or within fifteen (15) days of the date of the invoice, whichever is later.

8. Proprietary and Confidential Information.

   8.01 If either party discloses information to the other party that the disclosing party considers to be secret or proprietary and so notifies the receiving party ("Confidential Information"), the receiving party agrees to hold such Confidential Information in confidence and to exercise at least the same degree of care and safeguards to prevent its disclosure that the receiving party exercises to prevent the disclosure of its own confidential information. The receiving party may disclose Confidential Information to the extent it is required to do so, provided the receiving party promptly notifies the disclosing party of all such Confidential Information so disclosed. Confidential Information shall be used by the receiving party only in connection with services rendered or received under this Agreement.
8.02 Confidential Information shall not be deemed to include information that (a) is in or becomes in the public domain without violation of this Agreement by the receiving party, or (b) is already in the possession of the receiving party, as evidenced by written documents, prior to the disclosure thereof by the disclosing party, or (c) is rightfully received from a third entity having no obligation to the disclosing party and without violation of this Agreement by the receiving party.

9. Limitation on Liability:
   9.01 In performing services under this Agreement, TPI must rely on information provided by Client and other persons not party to this Agreement, but shall not be responsible for any independent investigation with respect to the accuracy of such information. TPI's services hereunder are advisory in nature, and Client shall remain solely responsible for its decisions based on TPI's advice or recommendations. In no event shall either party be liable to the other for any consequential, incidental or special damages, and in no event shall TPI be liable for any claim of any kind arising out of this Agreement in an amount exceeding the sum of the fees paid to TPI by Client for one year.

10. Indemnification:
   10.01 Each party shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, directors, employees and agents from and against claims, losses, damages and liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damages or destruction, to the extent resulting from the negligent acts or omissions of the indemnifying party.

11. Termination and Renewal:
   11.01 Upon expiration this Agreement shall automatically renew for an additional one-year term, and year to year thereafter, unless Client gives TPI written notice of termination not later than 30 days prior to the then-scheduled expiration.
   11.02 Should Client fail to pay TPI all or any part of any TPI invoice on or before the date due, TPI, at its, may terminate this Agreement if the failure is not remedied by Client within ten (10) days from the date payment is due.

12. Independent Contractor:
   12.01 The parties acknowledge that TPI and Client shall perform under this Agreement as independent contractors. There is no partnership or joint venture that is presumed to exist, or that has, or is intended to be formed between Client and TPI by this Agreement. Neither TPI nor Client is the partner of, or joint venturer with, the other, and nothing herein shall be construed or deemed to imply otherwise.

13. General Provisions:
   13.01 This Agreement supersedes any and all agreements, oral or written, between the parties hereto with respect to the rendering of services by TPI for Client and contains all covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, oral or otherwise, has been made by either party, or by anyone acting on behalf of either party, which is not set forth herein, and that no agreement, statement, or promise not specifically set forth herein shall be valid or binding on either party hereto. No modification of this Agreement shall be effective unless it is in writing and signed by both parties.

   13.02 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue for any action contemplated under this Agreement shall be in a court of competent jurisdiction located within the State of Florida.

15. Notices:

   TECO Partners, Inc.
   Energy Manager
   702 North Franklin Street
   Tampa, FL 33602
   Fax: (813) 228 - 1527

   **TECO Partners, Inc.**
   **Signature:** [Signature]
   **Name:** Tracy Laird
   **Title:** Account Manager
   **Date:** May 31, 2012
   **Veeneni Community Development**
   **Director**
   **Signature:** [Signature]
   **Name:** Peter Pimentel
   **Title:** Treasurer
   **Date:**
Statement of Work

In exchange for compensation defined in agreement, Consultant agrees to provide Client with the following services:

A. **Initial Assessment Report** ("Report"): Upon Client request, Consultant will provide an initial, Client-specific evaluative Report by electronic mail within three (3) weeks of Consultant’s receipt of a complete set of the data needed to prepare the Report (namely, legible photocopies of twelve months of gas invoices which may be mailed or faxed to Consultant by Client). The Report will analyze historic usages/peak load patterns/seasonal fluctuations, relate the analysis to possible Client gas commodity purchasing risk management strategies, and suggest optional methods of evaluation.

B. **Market Monitoring**: Consultant will monitor natural gas commodity markets on a daily basis to identify conditions which may assist Client in reaching its gas commodity purchasing goals and objectives;

C. **Market Alerts (Alert)**: As market conditions warrant, Consultant will alert Client, by electronic mail, or by fax, of possible market pricing conditions and opportunities that may be beneficial to Client’s position, along with technical and fundamental analysis to explain any recommendations.

D. **Weekly Market Updates** ("Update"): Consultant will send Client, each week by electronic mail, a gas commodity market overview report, providing a snapshot of current conditions and expected trends;

E. **Annual Budget Tool**: Upon Client request, Consultant will provide Client with an annual Gas Report to help aid in budgeting purposes.

F. **Contract Analysis**: Review current gas supplier agreements.

Signature: ___________________________
<table>
<thead>
<tr>
<th>Site Name</th>
<th>Address</th>
<th>Contact Person</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site 1</td>
<td>502 Veneto Blvd.</td>
<td>Peter Pimentel</td>
<td>Treasurer</td>
</tr>
<tr>
<td>Site 2</td>
<td></td>
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<td>Site 3</td>
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<td>Site 6</td>
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**NOTES:**

Corporate Name: Venetian Community Development District
d/b/a: River Club at Venetian
Billing Address: 24301 Walden Center Dr.
City, State, ZIP:

**Signature:** x
To Whom It May Concern;

TECO Partners, Inc. is authorized to act on behalf of Client as an energy consultant with respect to requesting and receiving tariff information, third party supplier's contract and review of all energy related invoices. TPI is not authorized to amend or cancel existing contracts, or sign new contracts on behalf of the client.

Client's Name:  
Client's Address:  
Contact Name:  
Signature:  
Date:

Venetian Community Development  
24301 Walden Center Dr.  
N. Venice  
FL  34275  
Peter Pimentel

TECO Partners, Inc.
702 North Franklin Street
Tampa, Fl  33602
(813) 228 - 1408  Fax: (813) 228 - 1527