



**SITEONE GREEN TECH
PUMP SERVICE AGREEMENT**

Customer:	The Heights Community Association (Acct #1808836) 6255 Plateau Ct Bradenton, FL 34203-4579	Customer Project Name:	Esplanade at the Heights
Pump Location:	Heights Blvd, Bradenton, FL 34203		

“SERVICE TERM”: 12 Months from EFFECTIVE DATE BELOW

This Service Agreement (this “Agreement”) is entered in to on this November 24, 2025 (“Effective Date”) by and between SiteOne Landscape Supply, LLC (“Seller”) and the “Customer” specified above (“Customer”). Pursuant to this Agreement, Seller shall provide certain inspection and services for the SiteOne Green Tech pump station purchased from Seller by Customer and located at the location specified above (the “Pump”):

- 1. EFFECTIVE DATE OF SERVICE.** Services under this Agreement shall begin on the Effective Date and shall continue during the “Service Term” specified above unless sooner terminated as provided herein.
- 2. MAINTENANCE AND REPAIR SERVICES.**
 - a. During the Service Term, Seller hereby agrees to provide Customer with Seller’s services (the “Services”) for the Pump described in “Scope of Work” on Exhibit A.
 - b. Seller will provide the Services in accordance with generally accepted industry standards using personnel trained in the maintenance and repair of the Pump.
 - c. Seller will bear the cost of labor for Services performed in repairing and maintaining the Pump in good operating condition, subject explicitly to Section 7 (Limitation of Liability) of this Agreement.
 - d. Customer shall be responsible for all costs associated with any Pump parts or components needed to perform repair or maintenance as part of the Services.
- 3. CUSTOMER RESPONSIBILITIES.** Customer shall operate the Pump strictly in the manner prescribed by the manufacturer and Seller, and Customer will not alter or permit any alteration of the Pump or systems associated with the Pump without the prior written consent of the Seller. Seller shall be under no obligation to furnish the Services if:
 - a. Customer fails to install or operate the Pump in accordance with Seller and the manufacturers recommendations and instructions;
 - b. adjustment, repair or parts replacement is required because of operator-caused error or misuse of the Pump;
 - c. the Pump is maintained or repaired (or if attempts to repair or service the Pump are made) by anyone other than authorized Seller personnel, without the prior approval of Seller;
 - d. the Pump is removed or moved from the location of initial installation or reinstalled without the prior approval of Seller;
 - e. any payment for charges is not made when due or if Customer’s is otherwise delinquent on any other amounts owed to Seller (such as failure to timely pay Customer’s credit account balance owed to Seller);
 - f. Customer fails to notify Seller of issues or problems with the Pump in a timely manner and as thoroughly as is possible, or otherwise cooperate with Seller in its efforts to escalate,

diagnose, and resolve issues by providing timely and accurate responses to requests for information;

- g. Customer fails to provide Seller with timely access to the Pump for the purposes of performing the Services; or
- h. Customer breaches any other provision or obligation under this Agreement.

4. CHARGES.

- a. The "Service Fees" indicated in Exhibit A shall be applicable to Seller's performance of the Services. If Seller performs any services outside of the scope of the Services, additional charges may apply.
- b. Seller agrees to not increase its Service Fees through first twelve (12) months of the Service Term. After such period, Seller may adjust Service Fees on thirty (30) days prior written notice to Customer.
- c. The following fees and charges are not included in the Service Fees:
 - i. Parts or components of the Pump;
 - ii. Furnishing other expendables and supplies;
 - iii. Labor and other expenses for maintenance and repair not attributable to normal wear and tear;
 - iv. Labor, repair or replacement of the Pump for those conditions, failures and performance-affecting events not part of Seller's normal duties to repair and maintain the Pump;
 - v. Service provided at Customer's request outside the scope of the Services;
 - vi. Service required because of inadequate facilities on-site (dumpster, portable restrooms, etc.) or by the failure of equipment or systems other than the Pump;
 - vii. Failure in auxiliary equipment or batteries.
- d. Any taxes imposed with respect to this Agreement or the Services provided hereunder shall be borne by to Customer.
- e. Service Fees shall be payable in advance and will be billed quarterly. Additional amounts payable hereunder shall be due within thirty (30) days of invoice date. Seller may suspend service or declare the Agreement in default if any payment for charges is not made when due or if Customer's is otherwise delinquent on any other amounts owed to Seller (such as failure to timely pay Customer's credit account balance owed to Seller).
- f. Seller reserves the right to charge interest on overdue accounts at the rate of eighteen percent (18%) per annum or the maximum lawful rate, whichever is lower.

- 5. END OF TERM; TERMINATION.** The Service Term shall end on the last day of the Service Term unless an extension is mutually agreed to by the parties. Seller shall have the right, within its sole discretion, to demand adequate assurance of performance or immediately terminate this Agreement by notice in writing to Customer in the event of (a) Customer's failure to pay amounts due or to cure any other default hereunder within fifteen (15) days after written notice to Customer, (b) the filing of any bankruptcy or insolvency petition by or against Customer, (c) an admission by Customer of its inability to pay its debts as they mature, (d) any other default by Customer under this Agreement. Customer may terminate this Agreement prior to the expiration of the Service Term by providing Seller with at least thirty (30) days prior written notice and paying all outstanding charges related to the Services prior to the effective termination date.

- 6. MODIFICATIONS TO PUMP.** Seller reserves the right to terminate this Agreement if Customer alters the Pump in any way or adds attachments thereto or performs moves, adds, or changes without prior written approval of Seller. Any modifications to the Pump shall be at Customer's own risk.

- 7. LIMITATION OF LIABILITY; INDEMNIFICATION.** IN NO EVENT WILL SELLER BE LIABLE TO OR THROUGH CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY CUSTOMER TO SELLER. SELLER'S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO THE COSTS ASSOCIATED WITH THE PERFORMANCE OF THE SERVICES, AND/OR THE COST OF MATERIALS SUCH AS REPLACEMENT PARTS PROVIDED. Seller shall not be responsible for

failure to provide the Services hereunder: (1) at locations deemed hazardous to the health or safety of Seller's employees or representatives or (ii) where such failure results from causes beyond the reasonable control of Seller, including but not limited to action or inaction of the Customer, acts of God, acts of government, strikes or labor disputes, failure of transportation, fire, flood or other casualty, and failure of subcontractors or suppliers. no recovery of any kind against Seller or its agents for breach of this Agreement shall be greater in amount than the cost of the Services rendered and/or material provided. Notwithstanding anything in this Agreement to the contrary, Seller or its agents shall have no liability under this Agreement for damages arising from manufacturing, design or installation defects of the Pump or unauthorized use of the Pump. In no event shall Seller be liable to customer for any damages arising from or related to failure or interruption of the Pump. Customer agrees that it will defend, indemnify and hold harmless Seller (and its affiliates) against any and all claims, liabilities, damages, or causes of action hereafter brought or asserted by any person or entity arising out of or related to the Services or this Agreement.

8. **NO WARRANTY.** Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose.

9. **MISCELLANEOUS.**

- a. **ASSIGNMENT.** Neither this Agreement nor the obligations arising hereunder may be assigned by Customer or Seller without the prior written consent of the other party. Any prohibited assignment shall be null and void.
- b. **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflict of laws. Jurisdiction and venue shall be appropriate in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Failure of either party to enforce any right(s) hereunder shall not constitute a waiver of such right(s).
- c. **ENTIRE AGREEMENT.** Customer, having carefully read all the provisions of this Agreement, acknowledges receipt of a copy of this Agreement these terms are the final expression of this Agreement of the parties related to the subject matter hereof, and the complete and exclusive statement of the terms agreed upon. All prior agreements and understandings being merged herein, and that there are no representations, warranties or stipulations, either oral or written, not herein contained.
- d. **MODIFICATION.** This Agreement may be modified or amended only by writing appropriately identified as a modification or amendment hereof and duly executed by both parties. If a purchase order or similar instrument is issued by Customer, such instrument shall be considered to be for Customer's internal use only and any provisions contained therein shall be inapplicable as the Agreement is the controlling document defining terms and conditions for maintenance and repair services.

[Signature Page Follows]

By signing below, the parties agree to and accept all terms of this Agreement and any addenda (including Exhibit A) that are attached to this Agreement or otherwise reference this Agreement.

SITEONE LANDSCAPE SUPPLY, LLC

By:  _____
(Authorized Signature)

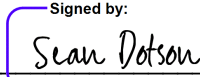
 Daniel Esposito

 Name of Person Signing

 10/9/2025

 Date

CUSTOMER:

By:  _____
(Authorized Signature)

 Sean Dotson

 Type or Print Name and Title of Person Signing

 10/8/2025

 Date

Exhibit A

Scope of Work and Service Fees

Scope of Work

1. General pump station cleaning – Exterior/Interior = Pressure Wash/Vacuum/Air Hose
2. Inspect hydraulic connections and check for proper torque
3. Lubricate centrifugal pump bearings and inspect pump shaft seal for wear / leaks
4. Inspect cooling fans, heaters and pressure transducers/gauges and clean air filters
5. Inspect / torque electrical connections on pump controls
6. Test-run pump system to ensure proper operations from min. to max. flows
7. Confirm Variable Frequency Drive (VFD) parameters and tune and upgrade firmware as required
8. Dismantle and Pressure Wash and Inspect Auto-Flush Screen or Disc Filter Systems
9. Inspect pump intake/discharge system, cleaning intake screen as needed (Additional Charge)
10. All PA5 model Pumps (and certain PIB model Pumps if agreed upon) include “DriveWatch” monitoring tool. DriveWatch remote communications fees for cellular coverage are included in the Service Fees. Upon expiration of this Agreement, any separate costs associated with the DriveWatch communication fees / irrigation controller / cellular coverage fees will no longer be covered by Seller.
11. Any separate irrigation controller costs or associated fees are not included in the Scope of Work.

Notes:

1. Scope of work is limited to above inspection of the pump system and warranty repairs
2. Additional repairs identified during each inspection must be authorized by customer at time of visit
3. SiteOne will document each inspection with a completed check list
4. SiteOne is not responsible for electrical surge or existing damage caused by neglect
5. Preventive Maintenance intervals shall be adjusted based on changes in site conditions
6. SiteOne is not responsible for water source quality (i.e. debris, pH, staining and etc.)
7. Initial visit will occur within 1-2 weeks of EFFECTIVE DATE shown on page 1 (November 24, 2025)
8. SiteOne will respond within 36 hrs.(week days) to service requests outside of this agreement
9. **Suggested Interval for service is every (2) months or (6) times per year for first year – additional intake cleaning to be done once per year**

Service Fees

1. \$875.00 per visit (add \$500.00) for intake filter cleaning (requires boat & 2 men) - visits vary by Pump site condition but can typically be expected at least on a quarterly basis.
1. Field services provided outside above Scope of Work will be billed at a \$155/hour rate.
2. Parts and other components are not included.