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SALES | FLOORING | MAINTENANCE | REPAIRS

The Fitness Solution, Inc.
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PREVENTATIVE MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 15th day of May, 2026 is between **The Fitness Solution, Inc.** (Servicer), located at 10028 NW 53 St., Sunrise, FL 33351, and **Hammocks Community Association, Inc.** (Customer), located at 11450 SW 147th Ave Miami, FL 33196.

Term- This Agreement shall be for a term of one (1) year, commencing on upon agreement. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. Annual renewal is automatic, unless notification is provided in writing 30 days prior to the end of term.

Maintenance- Each regularly scheduled preventative maintenance (PM) visit will include all covered equipment being inspected, thoroughly cleaned on the interior and exterior, and lubricated and adjusted in accordance with manufacturer's specifications (the cost of materials used for standard maintenance is included in the maintenance fees). Additionally, any necessary repairs will be identified, and an estimate provided to Customer for such repair work (such repair work will only be performed upon Customer approval). Please see Exhibit A for detailed description of services.

Repairs- Calls received for repairs, secondary to the PM service, will be responded to within two business days. Service calls are billed at a rate of $175.00 for the first hour, and $55 per hour thereafter. Servicer will use Original Equipment Manufacturer (OEM) parts when available, if not available servicer will use parts that meet the manufacturer's original equipment standards. Customer cost for parts shall be manufacturer suggested retail prices.

Deck Waxes- Treadmills will be waxed every other month at a rate of $15 per treadmill. This fee is not included in the preventative maintenance price.

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Warranty- All service performed by Servicer shall be warranted for ninety (90) days from the service date, and will also cover the specific parts and repairs written on the service invoice. Parts and/or labor covered under the manufacturers original warranty will be provided under that warranty.

Payment Terms- Payment is due within 30 days of services being rendered. A service order will be left at the facility when Servicer completes work and an invoice will be emailed to the Customer. Servicer only accepts official checks.

Insurance, Disclaimer, Indemnification- Each party represents to the other that it has all legally required insurance for its employees, equipment, and operations. It is understood and agreed that this is a service agreement only, and Servicer, its owners, directors, officers, employees, and agents, shall have no liability arising out of, or in connection with, the use by any person of the equipment serviced hereunder, or the condition, or use by any person, of the premises in which said equipment is located. In connection therewith, Customer agrees to indemnify and hold Servicer, its owners, directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, loss, cost, damages, liabilities, and expenses, including attorney's fees (outside of litigation, in litigation, and for any appeals), arising out of, or in connection with, the condition or use by any person of the equipment and/or the premises in which said equipment is located.

Governing Law- This Agreement has been executed in and shall be governed by the laws of the State of Florida.

Binding Agreement- This Agreement shall be binding on the parties, their legal representatives, successors, assigns and heirs.

Prevailing Party- If litigation arises under this Agreement, the prevailing party thereto may collect all attorneys' fees and costs of litigation from any and all of the other parties to said litigation, including all attorneys' and costs of appeals, if any.

Entire Agreement- This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Severability- If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. In the event any provision of this Agreement is breached or violated in any part, the remaining provisions and covenants shall continue to be in full force and effect.

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Preventative Maintenance Pricing-

4- Quarterly visits at $190.00 each	$760.00
+ 7% Sales Tax	$53.20
Total Annual Cost	**$813.20**

IN WITNESS THEREOF, the partied have executed this Agreement on the_____ day of _____, 20____.

Customer: Wild Lime Center

Servicer: The Fitness Solution, Inc.

By: _____

By:_____

Joseph Mosca, President

Signed by:
E50B9A51DDB04DC...

6/11/2026

Don Kearns, Board President

Date:

Signed by:
David M. Gersten, Court Appointed Monitor
864E2F0B27F948E...

6/15/2026

David Gersten, Court Appointed Monitor

Date:

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Exhibit A:

The following is a schedule of Preventive Maintenance Services that are recommended by manufacturers to:
EXTEND THE LONGEVITY OF YOUR EQUIPMENT • SLOW DEPRECIATION OF ASSETS
MINIMIZE DOWNTIME • ENSURE CUSTOMER SATISFACTION
DECREASE CUSTOMER LIABILITY

Steppers	Treadmills	Spin Bikes
• Troubleshoot for errors • Clean and lubricate chains • Check springs and chain for weaknesses • Clean drive assembly, chains and springs • Lubricate drive chain and hub assembly • Check alternator brushes • Inspect power supply, keypads and wiring	• Troubleshoot for errors and calibrate machine • Vacuum under hoods • Inspect deck and belts for wear and tear • Check motor brushes • Adjust running belt • Check amp draw • Clean exterior of machine • Inspect drive motor and roller bearings • Lubricate lift motor and lift rack assembly	• Troubleshoot for errors • Inspect chains for link damage • Lubricate seat posts, handlebars and pop-pins • Adjust and clean brake pads • Check and adjust crank assembly, pedals and bearings • Clean exterior
Elliptical Trainers	**Single Station Trainers**	**Free Weights**
• Troubleshoot for errors and calibrate machine • Inspect for fluency of motion and proper resistance • Check & adjust main drive unit • Tighten crank arms • Inspect and lubricate pedal arms, lift assembly, bearings, tracks and shoes • Clean exterior of machine	• Check for proper operation and wear problems • Clean and lubricate guide rods, selector rods and seat posts • Inspect frame and slide mechanisms • Inspect pulleys, weight selectors mechanisms and cables • Cable repair included • Inspect upholstered pads	• Tighten Dumbbells/barbells • Inspect for weakness • Check all weight benches for wear