#### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_\_ day of December, 2025, by and between the CITY OF BELLE ISLE, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the "City") and I'm Your Demo Guy, Inc., (hereinafter referred to as "Contractor"), whose principal mailing address is 3225 McLeod Drive, Suite 100, Las Vegas, Nevada 89121, and whose Florida Registered Agent is Anderson Registered Agents, Inc., whose mailing address is 625 E. Twiggs Street, Suite 110, Tampa, Florida 33602.

# 1.0 SERVICES OF CONTRACTOR

# 1.1 <u>Scope of Services/Site Access.</u>

Contractor shall furnish all labor, materials, equipment, and supervision necessary for the complete demolition, removal and disposal of all rubbish and debris of the residential dwelling unit/structure and its fixtures and personal property contents at 3904 Arajo Court, Belle Isle, Florida 32812 (Orange County Tax Parcel ID: 20-23-30-1646-01-050) ("Project Site"). The residential dwelling unit upon the Project Site has been declared unhabitable and has been condemned by the City pursuant to the Order of Condemnation and Removal of Hazardous Condition recorded on 10/22/2024 at Doc#20240601626, Public Records of Orange County, Florida ("Order of Condemnation"). The Contractor is hereby given access to the Project Site to perform the services herein pursuant to the Order of Condemnation. All rubbish and debris shall be properly transported and disposed of at proper facilities and in accordance with law. As a material inducement to City, Contractor represents that it is duly licensed, fully qualified, and possesses the experience, personnel, and equipment necessary to safely and lawfully perform demolition and debris removal services in the State of Florida.

# 1.2 Compliance with Florida Law

Contractor shall perform all work in full compliance with applicable federal, state, and local laws, regulations, codes, permitting requirements, environmental requirements, and City ordinances.

# 2.0 COMPENSATION

#### 2.1 Lump Sum Payment

City shall pay Contractor a lump sum of \$20,000.00, upon full completion of the demolition and full removal of debris from the Project Site to City's satisfaction. No payment is owed by the City to Contractor until (a) demolition is fully completed; (b) all debris is removed and lawfully disposed of; (c) the City conducts and approves a final inspection of the project site; (d) Contractor provides proof that all subcontractors and suppliers have been fully paid.

# 3.0 INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, and throughout the term of this Agreement, maintain: Commercial General Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, naming the City as an additional insured, on a primary and non-contributory basis; Workers' Compensation Insurance as required by Florida law; Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles, with limits of not less than \$1,000,000.00; and any other insurance required under Florida law for demolition and removal of debris operations. All policies shall include waivers of subrogation in favor of the City and provide at least 30 days' prior written notice of cancellation or material change.

#### 3.1 Hold Harmless

Contractor shall be responsible for the safety of its employees and others performing work through the Contractor. To the fullest extent permitted by Florida law, and as material consideration for the award of this Agreement, Contractor shall hold harmless the City of Belle Isle ("City"), and its officials, officers, employees, and agents, from and against any and all claims, losses, liabilities, damages, costs, and expenses, including but not limited to attorneys' fees and litigation costs at all administrative, trial, and appellate levels, arising out of, resulting from, or relating to the work performed at the Project Site or under this Agreement by Contractor, its employees, agents, subcontractors, suppliers, or anyone acting under Contractor's direction or control.

# 4.0 TERM, TERMINATION, AND PERFORMANCE

# 4.1 <u>Commencement and Completion</u>

Contractor shall commence work upon execution of this Agreement and upon obtaining all required permits and approvals. Contractor shall diligently prosecute the work to completion by **February 15, 2026**, unless extended in writing by City.

# 4.2 Term and Termination

This Agreement begins on the Effective Date and shall remain in effect until all services are completed, unless earlier terminated. City may terminate this Agreement at any time and without penalty. Contractor may terminate at any time upon written notice to City. Upon termination, City shall pay Contractor only for work satisfactorily performed up to the termination date.

# 5.0 CONTRACTUAL RELATIONSHIP

# 5.1 <u>Independent Contractor</u>

Contractor is an independent contractor and solely responsible for the means, methods, techniques, and sequences of its work, including all work performed by its subcontractors.

#### 5.2 Assignment

Contractor shall not assign, transfer, or subcontract any portion of this Agreement without City's prior written approval. Any unapproved assignment is void.

#### 6.0 PUBLIC RECORDS

# 6.1 <u>Public Records Compliance</u>

Contractor shall comply with Chapter 119, Florida Statutes. Contractor must (a) keep and maintain all public records required by the City; (b) provide such records to the City upon request; (c) ensure confidentiality of exempt records; and (d) transfer all public records to the City at no cost upon completion of the project and/or termination of the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS AGREEMENT, CONTRACT IS DIRECTED TO CONTACT THE CITY'S CUSTODIAN OF RECORDS AT 1600 NELA AVENUE, BELLE ISLE, FLORIDA 32809.

# 7.0 GENERAL PROVISIONS

# 7.1 <u>Governing Law and Venue</u>

This Agreement is governed by Florida law. Venue is proper in the Ninth Judicial Circuit in and for Orange County, Florida.

# 7.2 Notices

Notices shall be delivered to the addresses listed below via certified mail, email, and/or personal delivery.

#### CITY:

City of Belle Isle Attn: City Clerk 1600 Nela Avenue Belle Isle, Florida 32809

#### CONTRACTOR:

I'm Your Demo Guy, Inc. 3225 McLeod Drive, Suite 100 Las Vegas, Nevada 89121

5224 West State Road 46 Sanford, Florida 32771

Anderson Registered Agents, Inc. 625 E. Twiggs Street, Suite 110 Tampa, Florida 33602

# 7.3 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

# 7.4 Authority.

The parties executing this Agreement warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

# 7.5 Entire Agreement.

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

| CITY OF BELLE ISLE          | I'M YOUR DEMO GUY, INC.        |
|-----------------------------|--------------------------------|
| Jason Carson, Mayor         | Evan Vavasseur, [insert title] |
| Approved by City Council on |                                |
| ATTEST:                     |                                |
| Yolanda Quiceno, City Clerk |                                |

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