Gates

EQUIPMENT FINANCE AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1398380

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Sandy Key Owners Association, Inc.

ADDRESS: 13575 Sandy Key Dr Unit 117 Pensacola, FL 32507-4626

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Johnson Communications Inc. Pensacola, FL

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ SEE ATTACHED SCHEDULE

2 - DoorKing 1837 Telephone Entry Systems	4 - Safety Beams
2 - LiftMaster Commercial Slide Gate Operators	2 - Safety Edges
2 - Viking G5 Commercial Swing Gate Operators	1 - DoorKing Stand Alone Keypad
2 - Gate Operator Foundations	3 - Request to Exit Buttons with Timer
2 - DoorKing Receivers with Outdoor Enclosure	4 - Recessed Magnetic Locks
4 - Essex Illuminated Keypads	
2 - Wireless Edge Transmitter/Receiver Kit	
4 - Surge Protectors	
8 - Loop Detectors	
8 - Loops Cut In & Sealed	

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: $1,387.85

ADVANCE PAYMENT: $0.00 EQUIPMENT COST/AMOUNT FINANCED: $58,117.49 DOCUMENT STAMP (IF APPLICABLE): $291.45

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE PARTIES AGREE THAT THIS AGREEMENT IS BEING ENTERED INTO AND PERFORMED IN THE STATE OF IOWA AND THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA IN ALL RESPECTS INCLUDING, WITHOUT LIMITATION, IOWA'S USURY LAWS. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS, WAIVE TRANSFER OF VENUE AND ACKNOWLEDGE THAT (A) YOU APPLIED FOR CREDIT WITH US IN IOWA, (B) WE MADE THE DECISION TO EXTEND CREDIT TO YOU IN IOWA, AND (C) THIS AGREEMENT WILL BE INVOICED AND ADMINISTERED IN IOWA (THOUGH YOU MAY BE DIRECTED TO SEND PAYMENTS TO OUR LOCKBOX IN A DIFFERENT STATE). EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO FINANCING SOURCE THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE FOR THE FULL AGREEMENT TERM.

(As Stated Above)	X P. Michael Caruso	X P. Michael Caruso	2/1/2019
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

FINANCING SOURCE ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation

FINANCING SOURCE SIGNATURE PRINT NAME & TITLE DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: X INDIVIDUAL: N/A DATE:

SIGNATURE: X INDIVIDUAL: N/A DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide financing to you pursuant to this Equipment Finance Agreement ("Agreement") in connection with your acquisition of the equipment and/or rights in the software referenced herein ("Equipment") from your Vendor. In consideration of us now paying your Vendor, on your behalf, the amounts your Vendor invoiced you for the Equipment, and, if applicable, related installation, training, and/or implementation costs, you unconditionally agree to pay us the principal amount set forth above as the Equipment Cost/Amount Financed, with interest thereon at the rate implicit in the monthly amounts payable under the terms of this Agreement, which you agree to make each month by the due date. This Agreement will begin on the date we pay your Vendor for the Equipment or any later date we designate. We may charge you a one-time origination fee of $89.50. If any amount payable to us is past due, you will pay us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six ($26.00) dollars; or 2) the highest lawful charge, if less. If you choose to make any payments under this Agreement early, you will not be entitled to take a discount off of the aggregate amount of the monthly payments to be made under this Agreement. We made an investment in this Agreement in reliance on the anticipated stream of cash flows and any early discounted payment would frustrate our purpose in extending you credit under this Agreement. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING YOUR VENDOR FOR THE EQUIPMENT ON YOUR BEHALF BASED ON YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON.

EQUIPMENT USE. Until your obligations under this Agreement are satisfied in full, you agree to keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You must resolve any dispute you may have concerning the Equipment with the manufacturer or your Vendor. You will comply with all laws, ordinances, regulations, requirements, and rules relating to the use and operation of the Equipment. If the Equipment includes any software, we are neither responsible for the software nor the obligations of you or the licensor under any license agreement related to the software.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE THE EQUIPMENT, AND YOUR VENDOR BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR YOUR VENDOR IS PROVIDING.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, discounted at 3% per annum.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by your Vendor or third-party supplier(s). We do not/will not own the Equipment at any point during the term of this Agreement unless we take possession of it in connection with exercising default remedies. You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You represent to us that you signed this Agreement prior to your receipt of any part of the Equipment.

TAXES. You agree that you will pay when due, either directly or by paying your Vendor, all taxes and fees relating to the Equipment, your purchase of the Equipment or this Agreement. If your Vendor invoices you for taxes, we may include the invoiced taxes in the amounts we finance for you under this Agreement. However, payment of sales, use or property taxes shall not be our responsibility under any circumstances.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all our costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement. To the extent you are permitted by law, you waive all defenses you would otherwise have under the Uniform Commercial Code, if any, and common law. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

E-mailed Contract Confirmation Sheet

NOTE TO CUSTOMER: Please be sure to complete all of the items highlighted in yellow before e-mailing this form back. Please also complete the billing information items highlighted in green to help facilitate the invoicing process.

APPLICATION NUMBER: **1398380**

CUSTOMER INFORMATION

CUSTOMER NAME:	Sandy Key Owners Association, Inc.
STREET ADDRESS:	13575 Sandy Key Dr Unit 117
CITY, STATE, ZIP	Pensacola, FL 32507-4626
PHONE NUMBER:	850-492-2101
WEBSITE ADDRESS:	

EQUIPMENT VENDOR

NAME:	Johnson Communications Inc.
ADDRESS:	29 Stumpfield Rd Ste B Pensacola, FL 32503-7485

CONTRACT INFORMATION

SUMMARY DESCRIPTION OF EQUIPMENT AND/OR SOFTWARE ACQUIRED:	Door Access/Security System
SCHEDULED TERM OF AGREEMENT (IN MONTHS):	60
PERIODIC PAYMENT STATED ON THE AGREEMENT:	$1,387.85
SECURITY DEPOSIT OR ADVANCE PAYMENT:	
NAME AND TITLE OF INDIVIDUAL WHO SIGNED THE AGREEMENT:	P. Michael Caruso President of Board

STATUS OF THE EQUIPMENT AND/OR SOFTWARE UNDER CONTRACT

EQUIPMENT LOCATION(S) (PHYSICAL ADDRESS(ES)):	☑ SAME AS CUSTOMER ADDRESS ABOVE -OR-
IS IT NEW OR USED?	Select New
IS IT INSTALLED (OR DELIVERED, IF THE EQUIPMENT DOES NOT REQUIRE INSTALLATION)?	Select Yes
DATE OF INSTALLATION:	1/18/19
IS IT WORKING AND ACCEPTED?	Select Yes

CUSTOMER BILLING INFORMATION

BILLING ADDRESS:	☑ SAME AS CUSTOMER ADDRESS ABOVE -OR- ☐ SAME AS EQUIPMENT LOCATION ABOVE -OR-
ACCOUNTS PAYABLE CONTACT NAME:	Miriah King
ACCOUNTS PAYABLE PHONE NUMBER:	850-492-2101
FAX NUMBER:	850-492-0590
E-MAIL ADDRESS:	mwhisenhant@sandykey.com

By returning this completed form via e-mail, you are confirming that the above information is accurate.

NAME & TITLE OF CUSTOMER'S EMPLOYEE FILLING OUT THIS FORM: Marlene Eldridge Manager

For Internal Office Use Only (Not to be completed by Customer)

VERIFIED BY: DATE RECEIVED: