The VOLO Village System

Instructions for Completing VOLO Village™ Services Agreement

VOLO Village™ Services Agreement

This is an agreement by and between VOLO, LLC, a Florida Limited Liability Company (VOLO) and _____ located in _____ (CLIENT) whereby VOLO will furnish services to CLIENT upon the following terms and conditions; CLIENT hereby retains VOLO to provide services, which are described below (the SERVICES), and covenants and agrees to pay VOLO for those services.

This Agreement between VOLO and CLIENT will define responsibilities of both VOLO and CLIENT (hereinafter jointly referred to as "the parties") throughout the term of this Agreement.

1. SERVICES. The VOLO service network is a customized Internet portal available over the World Wide Web (Web Interface) and an Interactive Voice Response system for the purpose of initiating communication services described below. During the term of this Agreement CLIENT may gain access to the VOLO service network via a customized Internet portal available over the World Wide Web (Web Interface) and via an Interactive Voice Response system for the purpose of initiating the following services:

VOLO VILLAGE™ (VV)

a. Tri-communicate to their distribution list (text, email, and outbound voice messaging)
b. ThunderCast® Weather Warning (a) and (b)
c. An Interactive Voice Response (IVR) "Bulletin Board" this inbound IVR allows the CLIENT to post important recordings for access by calling a phone number.
d. A virtual private telephone switchboard (VPBX) to route inbound calls to CLIENT from residents for routine association/community service requests.
e. Self-registration portal allowing residents to insert contact information.

3. TERM. The term of this Agreement will commence as of the last date written below, will continue for one (1) year and will automatically renew for successive one (1) year terms. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the current term of this Agreement.** We at VOLO's discretion to honor the service agreement quoted fees for an agreement which has not been returned to VOLO for over 90 days from the date it was drafted for the CLIENT. Should VOLO terminate the agreement prior to the end of any one (1) year term for its convenience, VOLO will refund a prorated amount of recurred fees to CLIENT. If CLIENT terminates this agreement for cause VOLO will refund a prorated amount of recurred fees to CLIENT. If CLIENT terminates this agreement for convenience all monies due under this agreement shall become immediately due and payable including all charges for annual services and recurring charges.

4. COST FOR SERVICES. The annual cost for service is two dollars and fifty cents ($2.50) per individual account (fee based on one account per unit/home in community). **Total annual fee is Total Accounts _____ x $2.50 = $_____. CLIENT will receive UNLIMITED minutes to use VOLO Village.**

Annual charges are due upon execution of this agreement. Prices are for the issue all United States only. All fee and all each year of service VOLO shall invoice CLIENT's annual account and invoices will reflect any increase based on the pricing above. CLIENT's annual count may double above the initial number listed by CLIENT by up to 10% during each year of the agreement without midyear adjustment or additional fees. The service will include one (1) free code for an authorized "Service" user. CLIENT will be billed, and will be responsible for, payment of annual charges at the beginning of each year of this agreement.

4. PAYMENT TERMS. Payment for estimated costs must be received before VOLO will commence work. Promise charges at a rate of 1.5% per month (18% per annum) will be charged on all balances outstanding beyond 30 days. All payments due under this agreement shall be paid to VOLO, LLC at 1 Sunshine Blvd., Ormond Beach, FL 32174.

5. RESPONSIBILITY CONTENT. CLIENT shall be solely responsible and liable for the content of any message(s) disseminated via the VOLO system or over the VOLO network. The VOLO system is designed and offered for internal community notification and communication only. The parties agree that the VOLO system cannot be utilized by CLIENT for telemarketing or other types of solicitation communications.

6. MODIFICATION. No amendments or additions to this Agreement shall be binding unless in writing and signed by the party to be charged, except as may herein otherwise be provided.

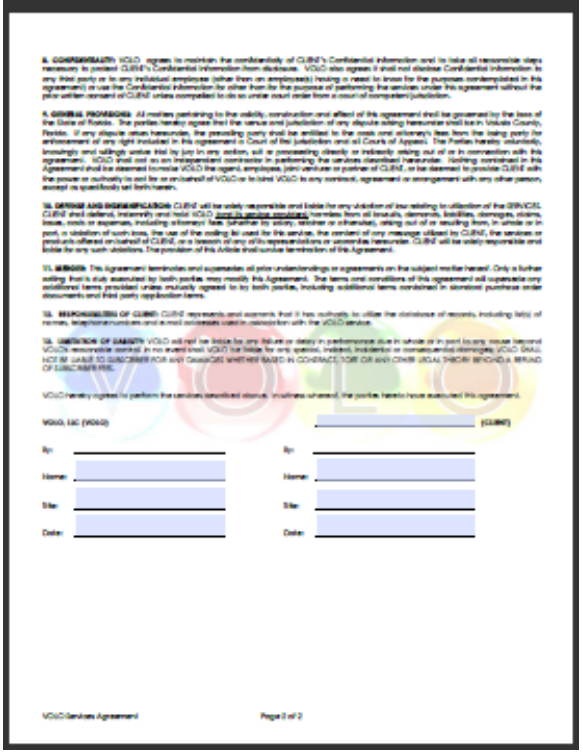
7. NOTICES. All notices or requests, demands and other communications hereunder shall be addressed to the parties as follows:

As to VOLO: VOLO, LLC, 1 Sunshine Boulevard, Ormond Beach, FL 32174

As to CLIENT: _____

As to Management Company: _____

VOLO Services Agreement Page 1 of 2 INITIAL: VOLO _____ CLIENT _____



8. CONFIDENTIALITY. VOLO agrees to maintain the confidentiality of CLIENT's Confidential Information and to take all reasonable steps necessary to protect CLIENT's Confidential Information from disclosure. VOLO also agrees it shall not disclose Confidential Information to any third party or to any individual employee (other than an employee(s) having a need to know for the purposes contemplated in this agreement) or use the Confidential Information for other than for the purpose of performing the services under this agreement without the prior written consent of CLIENT unless compelled to do so under court order from a court of competent jurisdiction.

9. GENERAL PROVISIONS. All matters pertaining to the validity, construction and effect of this agreement shall be governed by the laws of the State of Florida. The parties hereby agree that the venue and jurisdiction of any dispute arising hereunder shall be in Volusia County, Florida. If any dispute arises hereunder, the prevailing party shall be entitled to the costs and attorney's fees from the losing party for enforcement of any right included in this agreement in Court of first jurisdiction and all Courts of Appeals. The Parties hereby voluntarily, knowingly and willingly waive trial by jury in any action, suit or proceeding directly or indirectly arising out of or in connection with this agreement. VOLO shall act as an independent contractor in performing the services described hereunder. Nothing contained in this Agreement shall be deemed to make VOLO the agent, employee, joint venturer or partner of CLIENT, or be deemed to provide CLIENT with the power or authority to act for or on behalf of VOLO or to bind VOLO to any contract, agreement or arrangement with any other person, except as specifically set forth herein.

10. DEFENSE AND INDEMNIFICATION. CLIENT will be solely responsible and liable for any violation of law relating to utilization of the SERVICES. CLIENT shall defend, indemnify and hold VOLO [illegible] harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws, the use of the mailing list used for this service, the content of any message utilized by CLIENT, the services or products offered on behalf of CLIENT, or a breach of any of its representations or warranties hereunder. CLIENT will be solely responsible and liable for any such violations. The provision of this Article shall survive termination of this Agreement.

11. MERGER. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may amend this Agreement. The terms and conditions of this agreement will supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms.

12. RESPONSIBILITY OF CLIENT. CLIENT represents and warrants that it has authority to utilize the maintenance of records, including list(s) of names, telephone numbers and e-mail addresses used in connection with the VOLO service.

13. LIMITATION OF LIABILITY. VOLO will not be liable for any failure or delay in performance due in whole or in part to any cause beyond VOLO's reasonable control. In no event shall VOLO be liable for any special, indirect, incidental or consequential damages. VOLO SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY CAUSES WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY BEYOND A REFUND OF SUBSCRIBER FEE.

VOLO hereby agrees to perform the services described above. In witness whereof, the parties hereto have executed this agreement.

VOLO, LLC (VOLO) _____ (CLIENT)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

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Insert full legal name of association and city, state

Calculate annual fee:
# of doors (units) x $2.50

Provide contact addresses for association and management company. It is common they are the same

Initial here

Provide name of association, as well as signatory information (signature, name, title and date)