

## 24 MONTH LANDSCAPE MAINTENANCE CONTRACT

This agreement is by and between The Golf Villas Landscape Association 1, Inc., Bradenton, FL (hereinafter Client) and FLORIDA LAWNpros, INC., Sarasota, FL, (hereinafter Contractor).

Commencement Date: January 1, 2020 Expiration Date: December 31, 2021

**TURF** – Mowing, blade edging of turf around hard surfaces, line trimming, and blowing from roadways, sidewalks, porches, etc. will be performed once weekly from April through October and every other week from November through March. Total number of service visits is forty-two times per year. Blade edging of turf around soft surfaces will occur every other mowing. During drought or hyper-saturation, contractor may decline to mow turf that might suffer if mowed. Alternating mowing patterns will be used to reduce wear damage in the turf.

**ORNAMENTALS** – All ornamental landscape plants and hedges will be pruned in order to maintain a consistently manicured appearance in accordance with recognized industry standards. Frequency of pruning will vary by plant type and according to its natural growing patterns. Hedges such as viburnum will be serviced more frequently at approximately five-week intervals, however, occasionally they must be allowed to flush out in order to prevent callosity. Plants that bloom should be pruned after their bloom cycle. Some plants require hard pruning at least once yearly. Contractor will determine the method of pruning, whether manual or mechanized.

**TREES** – Ornamental palm trees such as pygmy date palms and fan palms will be pruned at the same frequency as shrubs and hedges. All other palms will be pruned one to two times yearly as needed or directed. Seedpods removed after blooming. Client will be billed separately for the entire previous year's holly pruning needs in February.

**FERTILIZATION and SPRAY SERVICES** – Contractor will endeavor to promote healthy turf and ornamentals using a responsible, integrated pest management philosophy. All turf, ornamentals and palm trees will be treated as necessary for pest or disease, including insecticides and fungicides. The threshold level of target pests in relation to the population of beneficial insects will be considered when choosing a method of treatment. There will be no charge for insect-related service calls that occur between scheduled treatments. Contractor is to use commercial-grade, season-appropriate fertilizers that provide high-quality, balanced, primary and micronutrient supplements. Turf herbicides do not control grasses similar in genetic composition to St Augustine grass, such as Bermuda grass. Certain weeds are uncontrollable, such as carpet grass. Rare problems such as nematodes, ganoderma butt rot, palm weevils or borers will incur extra charge to treat. Ornamentals will be fertilized three times yearly. Palms (excepts Sabal and Washingtonia) will be fertilized twice yearly. St. Augustine turf will be fertilized five times yearly in accordance with county guidelines.

**IRRIGATION SERVICES** – Once monthly, contractor will manually run each zone and adjust heads to provide adequate coverage. Grass will be trimmed around heads as needed. Filter screens will be replaced as needed. Seasonal time adjustments to controllers will be performed as needed. Contractor will not be held responsible for any damage which is caused directly or indirectly by the actions of a homeowner, such as: electrical disconnection of a controller from the inside, time adjustments contrary to contractor-made adjustments, damage to pipes while digging, damage from vehicles, etc. Contractor has authorization to make necessary irrigation-related repairs and bill at the rate of fifty dollars per man hour plus retail price of materials used in such repairs.

**BED WEED CONTROL** - Planted beds, roadways, sidewalks and gutter cracks will be kept reasonably free from unwanted vegetation. Contractor will manually remove weeds every service visit if necessary. Contractor may also use legal and approved contact herbicides to control weeds. Client will maintain a 3" mulch depth in all appropriate beds in order to help decrease unwanted vegetation.

**MULCH** – Pine Bark will be installed once yearly between November 1 and January 31 at an additional cost which will be billed separately.

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**INSURANCE** - Contractor is to maintain in good standing, general liability, automobile and worker's compensation insurance. Certificates will be mailed to client annually.

**PROPERTY DAMAGE** - At its own expense, contractor will repair any property damage it causes. If client deems that contractor has caused damage, client must contact contractor immediately in order to arrange a timely meeting to inspect and determine the nature and cause of such damage. Contractor is not expected to pay for repairs if it is not given the opportunity to inspect the damage prior to any repairs being initiated. At its discretion, contractor may choose to make repairs itself, if qualified, or hire a qualified company.

**PRICE** - The yearly price for services outlined above for two-hundred eighteen homes is two-hundred twenty thousand nine hundred forty-seven dollars (\$1013.52 per year per home or \$84.46 per month per home) payable according to "Exhibit A" and is to be received by contractor no later than the last day of the service month. Any additional homes added during the contract period will be added at a cost of \$84.46 per month. Payment from client to contractor is expected to be on time as is the performance of the contractor.

**CONTRACT TERMINATION and RENEWAL** - Either party may terminate this contract with advance written notice of at least sixty days. In the event client terminates the contract with less than sixty days written notice, a cancellation fee of sixteen thousand dollars is assessed in addition to all monies owed to contractor. At expiration, unless modified otherwise in writing with mutual consent, this contract renews for a period of one year. Upon such renewal the price increase by two percent.

**CATASTROPHIC and NATURAL OCCURRENCES** - Work performed because of catastrophic or natural occurrence (hurricane, storm, flood, wind, natural decline, disease, frost, etc.) is charged on a per item basis upon approval from client or its authorized representative.

*In witness whereof, the parties hereto set their hands and seals this first day of January, 2020*

**FLORIDA LAWNPROS, INC**

**The Golf Villas Landscape Association 1, Inc.**

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Joey T. Bratcher  
President

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Authorized Agent:  
Title: