

## LANDSCAPE MAINTENANCE CONTRACT

This agreement is by and between **Orchid Cove Condominium Association, Inc.**, Bradenton, FL (hereinafter Client) and Florida Lawnpros Inc., Sarasota, FL, (hereinafter Contractor).

Commencement Date: January 1, 2017    Expiration Date: December 31, 2017

**TURF** – Mowing, blade edging of turf around hard surfaces, line trimming, and forced-air debris removal 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 no more than forty-two times per year. Blade edging of turf around soft surfaces will occur every other mowing. During drought or hyper-saturation, contractor may avoid servicing turf that might suffer if mowed. Alternating mowing patterns will be used to reduce wear damage in the turf.

**ORNAMENTALS** – All ornamental landscape palms and plants 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. Contractor will determine the method of pruning, whether manual or mechanized. Blooming plants will typically be hand-pruned.

**TREES** – Palm trees accessible by a worker standing on the ground using a standard pole saw will be pruned once yearly. Seedpods removed after blooming. The canopy height of deciduous trees will be kept at 8 feet or higher.

**FERTILIZATION and SPRAY SERVICES** – Contractor will endeavor to promote healthy turf and ornamentals using a responsible, integrated pest management philosophy. All ST AUGUSTINE 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 will be applied during winter months only and do not control grasses similar in genetic composition to St Augustine grass, such as Bermuda grass. Carpet grass cannot be controlled with selective herbicides. Problems such as nematodes, ganoderma butt rot, palm weevils or borers will incur extra charge to treat. Ornamentals will be fertilized twice yearly. Palms (except Sabal and Washingtonia) will be fertilized twice yearly. St. Augustine turf will be fertilized five times yearly.

**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 resident or board member or any agent not working for contractor, such as: electrical disconnection of a controller, 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 forty-five 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 minimum 3" mulch depth in all landscape beds in order to minimize weeds.

## LANDSCAPE MAINTENANCE CONTRACT

**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 is \$19,500 (Nineteen-thousand five hundred dollars) payable per Exhibit A. Payment is to be received no later than the last day of the service month. Contractor will invoice for the service month at the beginning of the service month. Payment from client to contractor is expected to be on time as is the performance of the contractor.


**CONTRACT TERMINATION** – Either party may terminate this contract with advance written notice of at least thirty days. In the event that client or contractor terminates the contract with less than thirty-day written notice, a cancellation fee of \$1625.00 (One-thousand six hundred twenty five dollars) is assessed in addition to all monies owed, except in the case that both parties agree in writing to terminate the contract with less than thirty days' notice.

**CATASTROPHIC and NATURAL OCCURRENCES** – Work performed as a result 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, 2017*

FLORIDA LAWNPROS, INC

Orchid Cove Condominium Association, Inc.

  
\_\_\_\_\_  
Joey T. Bratcher  
President

\_\_\_\_\_  
Authorized Agent:

Title:

## **EXHIBIT A**

### **LANDSCAPE MAINTENANCE CONTRACT Orchid Cove Condominium Association Inc.**

Payment will be made as follows:

<b>Must be received in our office by:</b>	<b>Amount:</b>
January 31	\$1000
February 28	\$1000
March 31	\$1000
April 30	\$1500
May 31	\$2000
June 30	\$2000
July 31	\$2000
August 31	\$2000
September 30	\$2000
October 31	\$2000
November 30	\$2000
December 27	<u>\$1000</u>
Total	\$19,500