



LANDSCAPE MANAGEMENT AGREEMENT

Submitted To: ORCHID COVE CONDOMINIUM ASSOCIATION, INC.

Date: October 7, 2020

Revised: October 23, 2020

Address: Marsh Orchid Circle
Bradenton, FL

This agreement made October 7, 2020, and revised October 23, 2020 is between Green Thumb Landscape Management, Inc., hereinafter referred to as Green Thumb and Orchid Cove Condominium Association, Inc., hereinafter referred to as Client. If client is other than the recorded owner of each property where goods and services will be delivered under this agreement, then Client is executing and entering into this agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties. Green Thumb will furnish all equipment, materials and provide all in-house and sub-contract labor necessary for landscape management services for the professionally installed landscaped areas of Client. This agreement will be for a period of twenty-four (24) months, commencing on December 1, 2020 unless cancelled by either party in accordance with the termination provisions set forth under the General Conditions section of this contract. Client and Green Thumb mutually agree to the following terms and conditions:

Landscape Maintenance Services:

- Mowing, edging and trimming of all grass areas.
- Shrub and tree pruning.
- Mulched planting bed weed control.
- Clearing of debris from hard surfaces.

Plant Health Services:

- Fertilization of St. Augustine turf, and all non-native palms.
- Management of controllable turf damaging pests.
- Control of broadleaf weeds in the turf areas.

Irrigation System Management:

- Periodic Inspection.
- Compliance with County codes.
- Seasonal adjustments.
- Routine system repairs and maintenance.

Specific detailed information of each of the above listed services is included in the following pages of this contract. Items not listed in this agreement such as storm debris removal, landscaping design and installation, etc., will be performed under separate proposal(s). Price good for thirty days from date of last revision.

Submitted by:
Green Thumb Landscape Management, Inc.
12700 Upper Manatee River Rd., Bradenton, FL 34212
Office: 941-755-6461 ~ Fax: 941-757-1018

Orchid Cove Condominium Association, Inc.
LANDSCAPE MANAGEMENT AGREEMENT CONTINUED

LANDSCAPE MANAGEMENT SERVICES:

TURF AREAS MECHANICAL MAINTENANCE:

1. **MOWING:** Lawn-turf will be mowed more frequently during the active growing season and as needed during the slower growing season. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at the horticulturally correct mowing height for the turf variety. Grass clippings, tree and shrub leaves and small twigs will be mulched.
2. **EDGING AND LINE TRIMMING:** Turf adjoining walks, paved drives, and curbs and other non-porous surfaces will be machine edged at each mowing visit. Turf adjoining shrub beds, mulched planting, and other porous surface areas will be machine edged every other mowing visit. Line trimming will be performed in areas not accessible to mowers within finished turf areas. Areas with standing water will not be trimmed.

SHRUB, TREE AND PLANTING BED MAINTENANCE:

1. **SHRUB, HEDGE and ORNAMENTAL TRIMMING AND PRUNING:** These plants will be visually inspected monthly to determine the desired shape and appearance. Plants identified in need of pruning will be pruned and trimmed to maintain growth within space limitations. Pruning activities will be scheduled seasonally as each plant variety has its own pruning requirements. Plants in excess of ten feet in height may be trimmed under separate proposal. Contractor will determine the method and frequency of pruning. Special pruning requests are not permitted.
2. **PLANTING BED WEED CONTROL:** Manual (hand pulling) and chemical weed control will be performed at each visit to keep the weed populations in the beds at a minimum. Non-selective herbicides will be applied as necessary to fence lines, posts and other structures. Rainfall received during or shortly after the scheduled visit will reduce the effectiveness of chemical applications. A temporarily increase in the weed populations in the planting areas is to be expected.
3. **PALM TREE TRIMMING:** All palm species less than ten feet at pruning height will be pruned as needed to remove dying and dead fronds. Palms in excess of six feet at pruning height will be trimmed once per year. Additional trimmings may be performed under separate proposal.

DEBRIS CLEARING AND REMOVAL:

1. **LANDSCAPED AREAS:** All trash in turf, professionally landscaped areas, and parking lots will be collected and removed from site. Trimmings from shrubbery will be recycled into the soil using a mulching mower. Areas of natural vegetation commonly found around the perimeter of the Association shall not be maintained under the terms of this Agreement. The removal of leaves from seasonal leaf drop may be removed under separate proposal.
2. **HARD SURFACES:** Debris generated from landscape maintenance activities will be cleared from all hard surfaces using forced air equipment.

PLANT HEALTH SERVICES:

FERTILIZATION:

1. The fertilization program will coincide with Manatee County Ordinance 11-21. Five turf application will be scheduled per year and will be made depending on the type of nitrogen used, and the soil composition.
2. Palm trees showing signs of micro nutrient deficiency will be treated up to two times per year.
3. Ornamentals will be fertilized twice per year.

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LANDSCAPE MANAGEMENT CONTRACT CONTINUED

INSECT CONTROL:

1. Applications will aid in control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate damage. These treatments do not prevent fire ant infestations although they will help reduce populations of fire ant colonies. Guaranteed fire ant, and nematode control is available at an additional cost. Certain imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem, Green Thumb will recommend the most cost-effective method for pest mitigation. Service calls in between applications to treat plant damaging insects will be made at no additional charge.

DISEASE CONTROL:

1. In the event that a curable disease problem occurs, treatments to slow or stop the progression of disease will be applied. There are some diseases for which there is no effective control. Contractor is not responsible for turf or plants that die from uncontrollable reasons.

WEED CONTROL FOR TURF GRASS:

1. Proper fertilization, mowing and watering practices are essential to promote growth of weed resistant turf. Applications of post emergence herbicides will be applied if warranted to control broadleaf weeds in the turf areas. Federal regulations have resulted in our loss of ability to selectively control some weeds when they are present in turf. The only control of these types of weeds is to treat the turf with non-selective herbicides. These treatments require the re-sodding of the treated area, which will be quoted as an additional charge.

IRRIGATION SYSTEM MANAGEMENT:

MONTHLY IRRIGATION SYSTEM MONITORING

1. All controllers that are accessible will be inspected for proper programming monthly. Seasonal adjustments will be made.
2. Each station of the irrigation system will be turned on from the controller and inspected for broken, clogged or defective sprinkler heads. Each station will also be inspected for proper valve operation and possible leaks or breaks in the system. Sprinkler heads that are out of adjustment will be readjusted.
3. Parts, combined with labor, that are replaced during the service are not included in the monthly cost of monitoring and will be charged for in addition to the monthly fee.
4. Grass will be cleared from sprinkler heads that are held down by St. Augustine runners.

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GENERAL CONDITIONS

Responsibilities of the Client

It is agreed by both parties that the work performed under this Agreement will be done on a routine schedule that is sensitive to the overall function of the property. The Owner shall provide Green Thumb and its employees and sub-contractors full access to the property as may be required in the course of the work. All work shall be performed professionally in accordance with generally accepted horticultural principles. The Owner shall protect Green Thumb, its employees and sub-contractors in the performance of work under this contract from undue interference from unauthorized persons. Any on-site communication must be approved by Green Thumb in advance. Special requests for modification of standard operating procedures will be considered on a case by case basis, but will remain the discretion of Green Thumb whether or not to implement the special request(s). It is the responsibility of the Client to notify Green Thumb of any known pre-existing conditions that may adversely affect Green Thumb's work or performance of this agreement. Client will provide water with adequate spigots to be used in filling backpack sprayed for use on the property. If possible, bathroom facilities should be provided for crew members. Increases or decreases in plant material must be reported to Green Thumb. Such changes in plant material will directly affect pricing, and the monthly installment will be adjusted accordingly.

Acts of God

Work schedules may be interrupted by Acts of God, war, etc. To the point scheduled activities may be temporarily halted in which the following conditions shall apply:

- a. **Temporary Interruption** – Green Thumb shall, following temporary interruption outside of control of Contractor, re-schedule work to regain normal activity within seven calendar days.
- b. **Catastrophic loss** – This agreement shall automatically terminate in the event of catastrophic loss of property by the Client.

Insurance

Green Thumb will furnish to Client, upon request, evidence of general liability insurance of one million dollars, property damage insurance and worker's compensation insurance. Green Thumb agrees to maintain at all times the necessary coverage. It is expressly understood and agreed that Green Thumb shall assume no responsibility or liability for personal injury or property damage arising out of or resulting, directly or indirectly, from the accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and other hard surfaces between scheduled visits by maintenance crews. Green Thumb will not be held responsible for pre-existing conditions, damage caused by others, or Acts of God such as severe wind, frost, freeze, hail, flood or disease.

Provision for Default and Termination of Contract

If Client has a reasonable dissatisfaction with the work, Client agrees to notify Green Thumb of deficiencies via written or electronic communication. Upon such notification, Green Thumb shall have fourteen days to rectify the deficiencies. If the Green Thumb corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this agreement. Green Thumb agrees to reimburse Client for damages by Green Thumb to personal and or real property due to Contractor's negligence. Notification of damage must be made promptly to Green Thumb and an opportunity for inspection by the Contractor must occur before repairs are made.

This contract may be terminated with or without cause at anytime by either party no less than thirty (30) days prior written notice, in which all unaccrued rights, duties and obligations of the parties hereto shall forthwith terminate. Green Thumb shall be entitled to be paid for all work performed to the date of termination on a pro-rated basis.

Severability and Waiver

If any section, subsection, sentence, clause, phrase or word of this Agreement be and is, for any reason, held or declared by a court of competent jurisdiction to be inoperative or void, such holding shall not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this Agreement, after exclusion of such inoperative or valid part, shall be deemed and held to be as valid as if excluded part had never been included herein.

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Should it become necessary for either party incident to this Contract to institute legal actions for enforcement of any provisions of this Contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal actions. This agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement is entered into the County of Manatee and State of Florida and Manatee County shall be the proper venue for any litigation arising out of this Agreement. The failure of either party hereto to insist, in any one or more instances, upon the performance of any terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as respects further performance.

Entire Agreement

This Agreement constitutes the entire understanding between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further the provisions, conditions, terms and covenants herein contained shall bind and the advantages shall ensure to the respective successors, assigns, trustees, receivers and personal representatives of hereto.

PAYMENT SCHEDULE AND TERMS

Owner agrees to pay Contractor \$45,600.00 as total compensation for the landscaped areas as noted above for the performance of the terms of this contract. Said compensation shall be paid in twenty-four (24) consecutive monthly payments of \$1,900.00 each. Billing will occur on the first day of each month for that month's services. Payment is due on the 15th day of each month. If payment is not received by the last day of the month, the account will be considered past due. At the sole discretion of Green Thumb all services may be suspended, and a 2% late fee may be applied to the account. Should payment be received during the past due period, the Client shall forfeit any services not performed during that time period. Service will resume according to the schedule upon reinstatement.

ACCEPTANCE OF PROPOSAL

In consideration of the mutual covenants, conditions and agreements attached hereto as "General Conditions" incorporated herein, and other good and valuable consideration, it is agreed that the prices, specifications and conditions are satisfactory and are hereby accepted. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. THE UNDERSIGNED PARTIED WARRANT THAT THEY ARE AUTHORIZED REPRESENTATIVES OF THEIR RESPECTIVE COMPANIES AND HAVE THE REQUISITE AUTHORITY TO BIND THEIR EMPLOYER AND OR PRINCIPAL.

Client's Signature

Date

Contractor's Signature

Date