



PO Box 893
Osprey, FL 34229
941-346-1654
www.oakleylandscaping.com
info@oakleylandscaping.com

October 30 2019

Landscape Maintenance Service Agreement

This contract is entered into by and between Oakley Landscaping and Vintage Grand Condominium Association, Inc., for the purposes of this contract called "Client" whose address is 4012 Crockers Lake Blvd, Sarasota FL 34238. By this contract, Oakley Landscaping, for the purposes of this contract, called "Contractor" agrees to perform, and Client agrees to pay for the services outlined in the specifications below, to the grounds located at: 4012 Crockers Lake Blvd, Sarasota FL 34238.

Specifications:

1. Turf Areas:

- 1.1. All grass areas will be mowed weekly during the period from April 15th to October 15th, and on a bi-weekly basis for the remainder of the year. This allows for a maximum of 40 cuts per year, subject to scheduling adjustments due to inclement weather and/or growth.
- 1.2. All mowing will be done as per Florida BMP guidelines.
- 1.3. Weed-eating of any areas inaccessible by mowers is to be done at a height consistent with mower cutting height.
- 1.4. Areas too wet for proper mowing will be completed when the ground is firm enough to allow normal mowing procedures. This may delay mowing of this area until next scheduled mowing day.
- 1.5. All hard surfaces will be edged at each mowing, plant beds & tree rings at every other mowing.
- 1.6. Sidewalks, driveways and roads are to be blown clean after each mowing.
- 1.7. Contractor will utilize mowing techniques such as varying mowing patterns, and selection of appropriate equipment to minimize accumulation of clippings and to prevent ruts in the turf. Excess clippings resulting in clumps will be removed from turf areas.

2. Debris Pile:

- 2.1. Is to be removed on each mow visit.



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3. Tree & Shrub Care:

- 3.1. Shrubs and hedges will be trimmed eight (8) times per year, approximately every six (6) weeks.
- 3.2. Trimming will be done up to a height reachable to extended trimmers without the use of ladders. This means that we can maintain shrubs and hedges up to an approximate height of 6'.
- 3.3. Extent of trimming includes removing any new growth and reasonable annual hard-pruning. Philodendron leaves are to be kept off the ground. Peppertree hedge along car wash area is to be trimmed no less than 3 times per year in order to keep new growth at current position. Extensive hard pruning that would drastically alter the size of plant or plant removal would be subject to an additional charge.
- 3.4. Palms less than 12' tall are included.
- 3.5. All waste created from our maintenance of the property is to be collected and removed.

4. Weed Control:

- 4.1. Plant beds and hard surfaces will be treated for weeds using chemical or mechanical means as needed to keep weeds to a minimum.

5. Fertilizer, Weed & Insect Control:

- 5.1. Turf areas will be treated 6 times per year as follows:
 - 5.1.1. Fertilization – 4 times per year with 50% slow release fertilizers when (N) applied (no nitrogen use from June 1 – Sept 30)
 - 5.1.2. Insect Control – 3 times per year
 - 5.1.3. Broadleaf weed control – 3 times per year
 - 5.1.4. Disease Control – 2 times per year
 - 5.1.5. Fire Ant – mounds drenched during regular service visits, this is not a guarantee for fire ant elimination – an additional insecticide application can be provided for this for an additional charge.
- 5.2. Contract does not include treatment for fleas, or disease caused by infestation of nematodes.
- 5.3. Treatable Shrubs and Palms are to receive two fertilizer applications per year. Integrated Pest Management will be used to control insect and disease on shrubs.



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6. Irrigation:

- 6.1. Irrigation system is to be inspected monthly.
- 6.2. Maintenance inspection includes operation and inspection of each zone, heads and emitters, and cleaning and adjusting as necessary.
- 6.3. Parts and labor will be charged for:
 - Raising, Lowering, Repairing or replacing damaged or worn heads and nozzles
 - Installing or removing risers to accommodate plant growth
 - Installing donuts around sprinkler heads
 - All work on pipes
 - All work on wires
 - All work on valves, solenoids or other electrical work
 - Any additions, or expansions of existing zones
- 6.4. Repairs of less than \$500 per month performed during scheduled irrigation inspections will be performed without further authorization from the client and billed on the next monthly invoice.
- 6.5. Repairs above this amount will not be completed without authorization from the Client.
- 6.6. Any additional service calls and repairs requested by the client outside of the monthly maintenance inspection will be charged for parts and labor.



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TERMS:

This contract is valid from January 1 2020 through December 31, 2020. This contract shall automatically renew on the anniversary date and each subsequent anniversary date thereafter for periods of one (1) year unless notice is given of termination or change thirty (30) days in advance.

Contractor may elect to increase the price of this contract upon renewal. Price increase will be limited to 3% or consistent with any increase in the current consumer price index, whichever is greater. Since the size, condition, and composition of landscaping on the Client's property is a major factor in determining the cost of the Contractor's services, the Contractor may increase the specified charges should the Client add property, or landscaping within existing property. Since fuel and labor costs are a significant portion of the Contractor's services, the Contractor may increase the price hereunder in the event of a cost increase in any of these areas. In this event, the Contractor will provide the Client with thirty (30) days written notice prior to any such necessary price adjustment. If the Client does not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If the Client objects, both parties shall enter into a ten-day good-faith negotiation period. If a mutually agreeable solution cannot be reached during said period, either party may terminate this Agreement upon thirty (30) days written notice.

The Contractor will supply all labor, materials and equipment necessary. The Contractor and Client understand that the timing and scheduling of duties may change, be updated or postponed to reflect current weather conditions or other factors beyond the control of the Contractor or Client.

The Contractor is liable for direct damages resulting from its negligence, but is not responsible for any indirect, incidental, consequential, punitive or special damages arising or resulting from the performance or nonperformance of any obligations under the contract.

The Contractor is not responsible for damage caused by acts of nature (severe weather, flooding, freezing, etc.), vandalism, other damage caused by 3rd parties not employed by the Contractor, or by local water restrictions.

Any properly installed heads or other irrigation parts broken by the Contractor as a result of performing duties within this Agreement will be repaired or replaced by the Contractor at no additional charge.



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The Client shall pay to the contractor the monthly amount due. Invoices are generally issued on the 1st of the month, for the current month in service and payment is due within 45 days from date of invoice. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any unpaid balance over forty-five (45) days. A service charge of \$25.00 will be charged for any returned check. In the event payment is not made by Client, Contractor shall be entitled recovery of outstanding fees plus reasonable attorney fees incurred in the collection process, including appellate proceedings and all reasonable costs of collections.

The Contractor will provide and maintain evidence of valid and proper insurance, including for any subcontractors used, as required by the Client.

In the event of non-completion of services by Contractor, the Client shall have the right to:

- a. provide the Contractor a written notice of default, in which case Contractor shall have 30 days in which to correct the noted deficiency. If all deficiencies are corrected, this Agreement remains in force for its original term.
- b. In the event that the noted deficiency is not corrected within 30 days, the Client may then proceed to cancel the contract in its entirety by executing a 30 day written notification. This notice must be delivered by registered mail within 10 business days of expiry to the original 30 day notification as per section 'a' in the preceding paragraph.

In the event of non-payment by Client, or if Contractor is unable to complete the services, Contractor shall give the Client 30 days written notice in order to cancel the contract.



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Price:

The annual fee for the above services is \$108,000 to be billed monthly at a rate of \$9000.

Acceptance:

I have read, understand, and agree to all terms in this agreement, and hereby accept it on behalf of the Contractor/Client.

By: _____

By: _____

Trevor Layton,

_____ (print name)

As: Owner, Oakley Landscaping

As: _____, _____

(title)

(company)

Date: _____

Date: _____