



# WESTCOAST

LANDSCAPE & LAWNS, INC.

P.O. Box 5648 Clearwater, FL 33758 P - 1-877-707-LAWN

---

October 10, 2019

**Vintage grand**  
**4012 Crocker's Lake Blvd**  
**Sarasota, FL, 34238**

Dear Board,

We appreciate the opportunity to present a Landscape Enhancement Proposal for your property.

We have measured your property and have determined that the enclosed proposal will provide your property with the quality attention and service it needs.

Westcoast Landscape and Lawns is a professional landscape company. We strive to give the best quality care to each individual client.

We feel confident that, given the opportunity, we will meet all your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

*Rod Pearson*

**ACCOUNT MANAGER**

**727-806-9427**

**[rpearson@westcoastlawns.com](mailto:rpearson@westcoastlawns.com)**

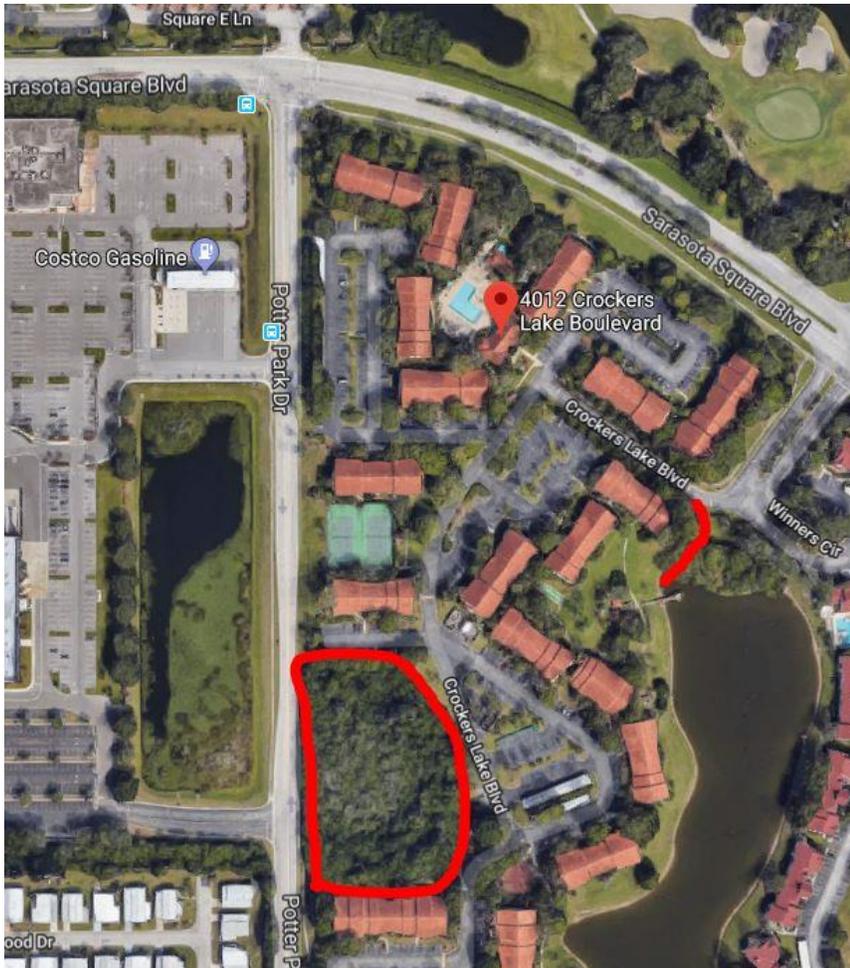


# LANDSCAPE CONSTRUCTION AGREEMENT

---

This service agreement, by and between Vintage Grand hereinafter referred to as the ("Association/Owner") which is responsible for the facilities located at 4012 Crocker's Lake Blvd Sarasota FL, 34238 and Westcoast Landscape and Lawns, Inc., who will perform the landscape construction (hereinafter referred to as ("Contractor")) In consideration of the mutual covenants, conditions and agreements attached hereto and incorporated herein, and other good and valuable consideration, it is agreed that the landscape construction consists of the following service:

**Scope:** Cutback Pepper trees in highlighted areas



## **Property Damage**

Contractor is not responsible for any damage, including irrigation components, cable lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. Contractor is not responsible for the condition of the landscape due to drought, freeze or storm damage. In the event of any damaged caused, owner and administrative representative of Contractor must allow forty-eight hours for contractor to inspect said damage. Once cause of damage has been established, Contractor shall repair, or at its option pay, for the repair of any damage caused by Contractor's neglect with mutual acceptance. Cost of the repairs performed by others that have been accepted by Contractor shall be billed to contractor directly and will not be deducted from sums owed to the Contractor by Owner.

**Catastrophic or Natural Events**

Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging etc., may be temporarily halted. Acceptable horticultural practices call for minimal pruning of freeze damaged material until the threat of future freezes has passed. Special clean ups and/or pruning due to storms, freezes, human initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material and disposal fees as per the following list. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this service agreement outlines, all services for the Association and the appropriate compensation to the Contractor will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly. However, the Association is responsible for all services provided up to the date of the catastrophic event.

**Severability and Waiver**

If any section, subsection, sentence, clause, phrase or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. 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 contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance.

**FINANCIAL AGREEMENT**

Contractor agrees to install scope of work on the above-mentioned project, in the manner prescribed, for a total contractual amount of **Four Thousand Two Hundred and 00/100 (\$4,200.00)**, any additional charges must be pre-approved in writing by Association/Owner. Contractor assumes no liability for damages or consequential damages caused by conditions beyond Contractors control.

Terms: Owner shall agree to pay interest in the amount of 1.5% per month on all accounts not received within 45 days past due. Further, the Owner shall be responsible for any collection costs incurred by Westcoast in collection of sums past due under this Agreement.

Contractor will maintain throughout the term of this Agreement adequate general liability insurance, broad form contractual liability insurance and worker's compensation to meet its legal requirements. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association as an additional insured.

**Westcoast Landscape & Lawns**

**Vintage Grand**



Rod Pearson

10/10/19

Name

DATE

Representative

DATE