



P.O. BOX 267 SEFFNER, FL 33583 – (813) 757-6500 – FAX (813) 757-6501 – SALES@LMPPRO.COM

LANDSCAPE MAINTENANCE SERVICE AGREEMENT

Landscape Maintenance Professionals, Inc. ("LMP, Inc.") appreciates the opportunity to propose to you how we can help enhance the overall quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations taking into account your budget considerations.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

This Agreement is by and between the following Parties:

"Contractor"

Landscape Maintenance Professionals, Inc.
P.O. Box 267
Seffner, FL 33583
Phone: (813) 757-6500
Fax: (813) 757-6501

"Customer"

Name: Bobcat Villas Homeowners Association
Contact: Chris Mcclusky
Address: 2001 Lynx Run
City, State, Zip: Northport FL 34288
Phone: 941-575-7968
Fax:

Any and all notices, written correspondences shall go to the above listed addresses for "Contractor and "Customer."

Description of "Property" covered by this Agreement: All landscaped areas BOBCAT VILLAS HOMEOWNERS ASSOCIATION, NORTHPORT FL 34288

LMP, Inc., hereafter referred to as "Contractor," agrees to furnish all supervision, labor, materials, supplies and equipment to perform the work herein below.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Landscape Maintenance Specifications

A. Turf Care

1. Mowing: Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean and uncluttered appearance at least 36 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March.

2. Trimming: Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.

3. Edging: All turf edges of walks and curbs shall be performed every mowing (36 times per year). A soft edge of all bed areas will be performed every other mowing (18 times per year). A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.

4. Fertilization: St. Augustine turf areas shall be fertilized with a commercial grade fertilizer five (5) times per year. Timing of applications will be adjusted to meet horticultural conditions and supplemental applications of appropriate nutrients shall be applied as indicated by test results. Bahia turf areas may be fertilized at an additional cost that is outside of the scope of work for this contract. All local governmental ordinances shall be strictly followed by Contractor.

5. Weed, Insect and Disease Control: LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect and disease issues. Any infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (LMP, Inc. will not be held responsible for the post emergent control of common grassy weeds like crabgrass due to the absence of legal and selective post emergent herbicides for this use.) Ant mounds will be treated as they appear with Advion ant bait to eliminate mounds. (Contract pricing does not include Bayer's Top Choice or Chipco Choice or similar products that are used for guaranteed yearlong ant control.)

B. Tree, Palm, Shrub and Groundcover Care

1. Pruning: All trees, palms, shrubs and ground cover shall be pruned as follows:

- A) All trees (up to 12 feet) shall be pruned 1 time per year to keep them away from walls and rooftops and to also eliminate any overhanging branches or foliage which obstructs and or hinders pedestrian or motor traffic.
- B) All palms (up to 15 feet) shall be pruned 10 times per year, removing dead fronds and spent seedpods. Loose boots will be removed and kept consistent in height.
- C) All shrubs shall be pruned and shaped a maximum of 12 times per calendar year. This will help the individual plant retain its natural form and eliminate branches which are rubbing against any structures.
- D) All Daylilies and Liriope shall be cut back in early Spring to remove all dead foliage, allowing for plants to be at optimum health during the growing season.
- E) Selective pruning of shrubs shall occur 1 time per year to balance infiltrating light, and remove dead wood and to promote maximum health and growth.
- F) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 15' on palms. Any branches or fronds above these heights will be performed at an additional cost.
- G) All sucker growth from trunks and base of trees shall be removed as needed during every visit to property.
- H) Ground covers and vines will be maintained in a neat, uniform appearance.

2. Fertilization: Shrubs and ground covers will be fertilized three (3) times per year. Palms and hardwood trees will be fertilized three (3) times per year. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.

3. Weeding: Weeds will be removed from all plant, tree and flower beds season (18) times per year. Manual (hand pulling) and chemical (herbicides) will be used as control methods.

4. Insect and Disease Control: All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year by our dedicated team. LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis and the customer will be made aware of the actions taken as well as the chemicals used. Plants will be monitored and issues addressed as necessary to effectively control

insect infestation and disease as environmental, horticultural and weather conditions permit. (Our pricing does not include Bayer's Top Choice or Chipco Choice or similar products).

C. Miscellaneous

1. Clean-Up: During every visit to the property, all areas shall be policed. All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing 36 times per year. Trash shall be disposed of offsite. Construction debris or similar trash is not included as part of weekly clean-up.

2. Irrigation Inspection: All irrigation zones shall be inspected once a month to insure proper operation. All zones will be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, spray nozzles will be performed during the monthly inspection. Any issues that have been caused by contractor shall be repaired at no cost to the client. Management shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis with the hourly labor rate being \$60.00 per man hour. Contractor is not responsible for turf or plant loss due to water restrictions. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for customer to be aware so that written authorization may be approved to bring system up to fully operational status. Covered repairs included are all components on the distribution side of the valves. Not covered repairs include valves and all system components on the supply side of the valves, with an approval of \$300.00 not to exceed limit per inspection for repairs.

D. Additional Services

1. Mulching: Upon written authorization of the client, contractor shall mulch all planting beds with pine bark or shredded mulch at a price of \$50.00 per yard ensuring that all areas have a 2" depth after installation. If the amount quoted is not sufficient to mulch the entire property an additional count will be submitted for completion at the same price per yard.

2. Annuals: Upon written authorization of the client, contractor will replace and install annuals 4 times per year and make nutritional requirements needed to insure a healthy plant. Deadheading declining flowers will be performed weekly. Annuals will be billed separately on a per plant cost. Contractor will provide annuals at a cost of \$2.25 per plant. Price includes soil replenishment but not replacement.

3. Tall Palm Trimming: Upon written authorization of the client, contractor will trim all palms identified as being above 15 feet in overall height that will require a lift or bucket truck. Said palms will be priced per type of palm and will be clearly outlined in a proposal to client.

4. Special Palm Treatment Program: Due to the value of Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, Phoenix Reclinata and Medjool Palms, a special palm fertilization and pest program is highly recommended. Identified palms will be fertilized with a 8-2-12 with 4% mg blend designed to address nutrient needs of palms 4 times per year. A bud drench of systemic insecticide and fungicide will also be applied as a preventative for bud rots and borer insects for palms up to 15'. In addition, palms that have been identified as susceptible to Lethal Yellowing or Texas Phoenix Palm Decline, including Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra and Phoenix Reclinata will be injected with the antibiotic oxytetracycline (OTC) 4 times per year. While it is noted that there is no program that can guarantee the prevention of pest infestations, LMP uses the highest industry recommendations to manage the risk of the loss of these palms.

5. Hand Pruning / Structural Pruning: Upon written authorization of the client, deep hand pruning and/or structural pruning will be performed 1 time per year during the dormant months to prune old wood and prune behind multiple breaks to maintain proper proportion, promote interior growth. Removal of up to 50% of the height and foliage of plants can take place during this pruning which will allow for the plant material to grow fuller during the growing season.

6. Leaf Removal: Leaf accumulations in curb lines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance. **This service will be billed on a times and materials basis.**

E. Pricing Summary

	Price Per Month	Price Per Year
Base Maintenance Price	\$6,132.00	\$73,584.00

Additional Services	Estimated Qty.	Price Per Unit or Service
Mulch (Upon approval by client)	180 CY	\$50.00 Per Yard
Annuals (4" plants)	TBD	\$2.25 Per 4" Plant
Tall Palm Trimming (Palms over 15')	222	at \$45.00 per Palm Starting At \$200.00 Per Palm Per Year
Special Palm Treatment Program	N/A	

Contractor agrees to provide all of the above Base Maintenance Services for an annual fee of \$73,584.00, to be paid in monthly installments of \$6,132.00. Contractor will invoice Customer one week prior to the beginning of each month's service. Customer agrees to pay each invoice within 30 days of the date of the invoice. Additional Services are not included as part of this Agreement or the Base Maintenance Services. Proposals for Additional Services must be executed by an Authorized Representative and are subject to all the terms and conditions of this agreement, which are hereby incorporated into such proposals for Additional Services by reference.

F. Conditions

The goal of this Agreement is that upon completion of each visit to the Customer, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the Property and its individual condition.

1. **Term:** This Agreement will be in effect for an initial term of 36 months (3 years) with an effective start date of January 1, 2022. Years one and two will remain at \$73,584.00 and year three will have a 2.5% increase, and, will remain in effect on an annual basis until canceled by either party. To ensure that Customer's needs are being met, timely written notice of any deficiency or concern must be provided in order to give Contractor a reasonable opportunity to remedy the deficiency or concern prior to termination of this Agreement. While Contractor encourages Customer to communicate with on-site crews and its account manager, notice solely to them is insufficient. All notices under this paragraph must be provided in writing by Customer's Authorized Representative to Contractor at the address specified above. Customer agrees to notify Contractor in writing within 10 days of the occurrence of any deficiency, concern, or default or damage Customer believes was caused by Contractor. Failure to do so constitutes a waiver of any such claims by Customer, and the right of Customer to cancel this Agreement. Customer may cancel this Agreement following an unremedied deficiency by providing written notice to Contractor by certified mail. The cost to Contractor of the work in certain seasons is higher than in others, but Contractor has agreed to invoice Customer in even monthly installments. Therefore, in consideration of these variable internal costs, and in order to ensure an effective transition following a cancellation, termination notices received during the months of April through September shall cause an effective final date of billable services of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable services of not less than ninety (90) days after the date of receipt. Any notice of termination shall be sent to the addresses indicated on this agreement and must be signed by an Authorized Representative.
2. **Performance:** The Parties agree that Contractor's performance of this Agreement can be, and often is, subject to weather conditions, which are beyond the Contractor's control. Contractor shall not be liable for any performance deficiency caused by weather conditions. The Parties also agree that Contractor is a contractor as that term is defined in Chapter 713, *Florida Statutes* and that any and all work performed pursuant to this Agreement is an improvement to real property under Chapter 713, *Florida Statutes*.
3. **Adjustment:** This Agreement is subject to CPI adjustments annually effective the anniversary date or as otherwise agreed upon in writing by both parties.

4. Payments: No finance charge will be imposed if invoices are paid in full within 30 days of invoice date. If not paid in full within 30 days, then a finance charge will be imposed from the invoice date on the balance due at a periodic rate of 1 ½% per month (18 % per annum) until paid. Contractor shall have the right to elect to stop work under this Agreement until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices.
5. Authorized Representative: Customer agrees, simultaneous with the signing of this Agreement, to designate in writing an Authorized Representative or Authorized Representatives, with whom Contractor can interface concerning this Agreement. In the event Customer desires to change its Authorized Representative(s), Customer shall provide written notice of the change to Contractor. By designating an Authorized Representative, Customer is representing to Contractor that the Authorized Representative has the authority to bind Customer to actions taken pursuant to this Agreement until that authority is revoked or changed by Customer.
6. Order of Interpretation: In the event other documents, terms, or conditions are annexed to or otherwise designed to amend or supplement this agreement, should there be a conflict between one or more provisions of the other documents, terms, or conditions and the terms of this agreement, the terms of this agreement will control.
7. Collection: In the event Contractor must collect past due amounts under this Agreement, Contractor shall be entitled to all expenses incurred as part of those efforts, including any attorneys' fees and costs.
8. Subcontractors: Contractor may, at its sole discretion, utilize subcontractors to provide specific services under this Agreement. Contractor will remain as the single and primary contact for all activities as related to this Agreement. Proof of insurance and necessary licenses will be provided if requested by Customer. Contractor will also provide workman's compensation and proof thereof on employees if requested by Customer.
9. Acceptance: This Agreement is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this agreement. We look forward to becoming part of your team. In witness whereof the parties of this agreement have signed and executed it this 14 day of Dec 2021.


 Contractor Signature

Scott A. Carlson
 Contractor Printed

Title: V.P. / G.M.


 Customer Signature

LOUIS M. SPADUTO
 Customer Printed

Title: President Villa HOA