



## LANDSCAPE MAINTENANCE CONTRACT

Submitted To: RESERVE AT CROSSING CREEK VILLAGE PHASE 2  
PROPERTY OWNERS' ASSOCIATION, INC.  
C/O SUNVAST PROPERTIES, INC.  
321 INTERSTATE BLVD.  
Address: SARASOTA, FL. 34240

Date: June 11, 2017

Rev: July 10, 18, 24, 2017

This contract made on June 11, 2017, revised on July 10, 2017, July 18, 2017, and again on July 24, 2017, is between Green Thumb Landscape Management, Inc., hereinafter referred to as Contractor, and Reserve at Crossing Creek Village Phase 2 Property Owners' Association, Inc., hereinafter referred to as Owner or R@CCV2. Contractor will furnish all equipment, materials and provide all in-house and sub-contract labor necessary for landscape management services for R@CCV2, Bradenton, FL. This contract will be for a period of twelve (12) months, commencing on the Owner's signing date.

This contract shall be automatically renewed upon the expiration period until cancelled by either party in accordance with the termination provisions set forth under the General Conditions section of this contract. The contract as outlined below includes the areas as highlighted on the attached map.

**Landscape Maintenance Services:** Mowing, edging, and line trimming of all common grass areas. Shrub and tree pruning. Mulched planting bed weed control. Clearing of debris

**Plant Health Services:** Fertilization of St. Augustine grass, and all non-native landscape plants and trees. Control of damaging pests, and fire ants.

**Irrigation System Management:** Monthly 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 included in this agreement such as: major tree trimming, storm debris removal at \$45 per man hour, landscaping design and installation, mulching at \$47 per cubic yard, excessive leaf removal, etc., may be performed under separate proposal(s).

### **LANDSCAPE MAINTENANCE SERVICES:**

#### **MOWING OF TURF AREAS:**

1. Mowing of grass in common areas, and around retention ponds, will be performed weekly during the fast growing season; typically from March through October, then every other week or as needed during the remainder of the year. This contract is based on forty three mowings per year for St. Augustine grass. Unused mowings will be credited. Additional mowings may be purchased. The credit/purchase amount will be determined once an average cost per mowing has been determined.

2. **EDGING AND LINE TRIMMING:** Turf adjoining walks, paved drives, and curbs will be machine edged at each mowing visit. St. Augustine turf adjoining planting beds will be machine edged every other mowing visit. Line trimming will be performed in areas not accessible to mowers within finished turf areas.

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**LANDSCAPE MAINTENANCE CONTRACT CONTINUED**

**SHRUB, TREE AND PLANTING BED MAINTENANCE:**

1. SHRUB, HEDGE, ORNAMENTAL TRIMMING: These plants will be inspected monthly and trimmed as needed to maintain the desired shape and appearance. Weather conditions, and specific plant pruning requirements will dictate the method and frequency of trimming. This contract is based on twelve visits. The annual trimming of the trees, as listed below, is included in these twelve visits.
2. PLANTING BED WEED CONTROL: Manual and chemical weed control in the landscaped, mulched planting beds will be performed in conjunction with the mowing schedule. Rain during or shortly after our application may reduce the effectiveness of the chemicals.
3. TREE TRIMMING: Oak and Pine tree branch offshoot/growth suckers, and Spanish Moss shall be removed monthly up to a height of six feet from the ground. Canopy trees in common areas will be pruned each January/February with the understanding that pruning will be done for the removal of low limbs to allow clearance for pedestrian traffic (approximately 6'-7'). Small trees may have a lower canopy height. Pruning is limited to limbs smaller than 3". Overgrowth from surrounding natural areas and all other tree trimming and shaping can be performed for an additional charge under separate proposal. Palm trees will be trimmed once per year to remove dead fronds and seed/flower pods.

**DEBRIS CLEARING AND REMOVAL:**

1. COMMON AREAS: Trash and fallen debris will be collected, removed from the site, and disposed of properly at each mowing visit. Excessive leaf accumulation may be removed at an additional cost under separate proposal.
2. HARD SURFACES: Debris generated from landscape maintenance activities will be cleared from all hard surfaces using forced air equipment. Weeds growing in the cracks of sidewalks and curbs will be chemically treated.

**PLANT HEALTH SERVICES:**

**TURF, SHRUB, AND PALM FERTILIZATION, PEST AND WEED CONTROL:**

1. St. Augustine grass, and shrubs that are irrigated with common area irrigation water will be treated four times per year. Each application will include fertilizer and/or minor elements in Accordance with Manatee County fertilizer ordinance provisions. Controllable broadleaf weed, disease and insect applications will be made as needed during each scheduled visit to manage outbreaks. Additional applications in between scheduled visits are available at an additional cost.
2. Ornamental shrubs will be fertilized four times per year. Palm trees will be fertilized twice per year.
3. Fire ant mounds will be treated in fertilized St. Augustine turf areas during each fertilization visit. Spot treatment for imported fire ants will be performed in non-fertilized common areas at a cost of ten dollars per mound. Blanket fire ant control with a one year guarantee is available under separate proposal at an additional cost.

**IRRIGATION SYSTEM MANAGEMENT:**

**MONTHLY IRRIGATION SYSTEM MONITORING AND REPAIRS:**

1. The controller(s) will be inspected monthly for proper programming. Seasonal programming 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, proper valve operation, and possible leaks or breaks in the system. Sprinklers heads that are out of adjustment will be readjusted. Grass will be cleared away from sprinklers only if the grass is preventing the sprinkler head from popping up.
3. Parts that are replaced during the monthly service are not included in the monthly cost of monitoring, and will be charged to the Association in addition to the monthly fee. There will be no charge for labor to replace sprinkler heads, nozzles and poly nipples. A labor rate of \$55.00 per man hour will be applied to all other repairs.

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**LANDSCAPE MAINTENANCE CONTRACT CONTINUED**

**GENERAL CONDITIONS**

It is agreed by both parties that the work performed under this Contract will be done on a routine schedule that is sensitive to the overall function of the property. All work shall be performed professionally in accordance with generally accepted horticultural principles. Contractor will furnish to Owner, upon request, evidence of general liability insurance, property damage insurance, and worker's compensation insurance. Contractor agrees to maintain the necessary coverage. It is expressly understood and agreed that Contractor 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. Contractor will not be held responsible for pre-existing conditions or damage caused by others, or Acts of God such as severe wind, frost, freeze, hail or flood.

Owner has to inspect the work performed within five days of services performed. If Owner has a reasonable dissatisfaction with the work, Owner agrees to notify the Contractor of deficiencies, in writing within three days. Upon such notification, Contractor shall have fourteen days to rectify the deficiencies. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this agreement. If Contractor does not receive written notice within six days from when the service was performed, Owner shall have waived any claims to cover past payments and or rights to withhold present or future payments due under this agreement. Contractor agrees to reimburse Owner for damages by Contractor to personal and or real property due to Contractor's negligence. Reimbursement will occur when, and only when, the Owner has taken the necessary steps to reasonably protect the structures and fixtures where damage is likely to occur. Notification of damage must be made promptly to the Contractor and an opportunity for inspection by the Contractor must occur before repairs are made. This contract may be terminated by either party with or without cause at any time upon thirty (30) days prior written notice, delivered certified mail, return receipt, in which all unaccrued rights, duties and obligations of the parties hereto shall forthwith terminate. Upon each annual anniversary renewal date the price will be adjusted to reflect an increase in Contractor operating expenses or the change in the consumer price index. Should it become necessary for either party incident to this Contract to institute legal actions for enforcement of any provisions of this Contract, arbitration will be the first method of recourse. The prevailing party shall be entitled to reimbursement for all court costs and reasonable attorneys' fees incident to such legal actions.

**PAYMENT SCHEDULE AND TERMS**

Owner agrees to pay Contractor \$36,000.00 as total annual compensation for the performance of the terms of this contract. Said compensation shall be paid in twelve (12) consecutive monthly payments of \$3,000.00. Billing will occur on the first day of each month for that month's services. Payment is due on the fifteenth day of each month. If payment is not received by the tenth day of the following month, all services will be suspended. Should payment be received during the past due or cancellation period, the Owner shall forfeit any services not performed during that time period. Service will resume according to the schedule upon reinstatement. Quoted prices are good for thirty days from the date of this contract.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. THE UNDERSIGNED PARTIES WARRANT THAT THEY ARE AUTHORIZED REPRESENTATIVES OF THEIR RESPECTIVE COMPANIES AND HAVE THE REQUISITE AUTHORITY TO BIND THEIR EMPLOYER AND OR PRINCIPAL.

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Client's Signature

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Date