

321-236-0906

Lawn Patrol Landscaping LLC 2065 Emerald Green Circle Oviedo, FL 32765

Landscape Maintenance Agreement

Richmoor Villas HOA Golden Glenn Drive Orlando, Florida 32807

<u>Lawn Maintenance</u>

Lawn Patrol Landscaping will furnish uniformed labor, supervision, equipment, supplies, and insurance to provide the specified services. Mowing of all turf areas consisting of homes and common areas will be performed weekly from April 1st to October 31st and biweekly or as needed November to March for a monthly fee of \$2,875.00. Turf will be mowed at a height no less than three and a half inches (depending on grass type) with a sharp mowing blade. Mowing will be performed 42 times per year. Mowing with a varied pattern when appropriate to prevent rutting, edging around beds, curbs, trees, etc will be done to maintain shapes and configurations. The blades will remain sharp to enhance definition and detail. Line trimming will be performed in all areas inaccessible to mowers, around signs, posts, utilities, and trees during each visit to the property. All landscaped areas will be policed to remove any accumulated trash prior to service.

Pruning

Pruning of shrub material will not be performed as part of this contract.

Tree Trimming

Trees will not be maintained as part of this contract.

<u>Irrigation Maintenance</u>

Irrigation will be checked on a monthly basis to all common areas. All zones and heads will be inspected and adjusted for proper coverage. Controllers will be programmed and adjusted for seasonal requirements as well as temporary adjustments for current conditions. Immediate repairs will be performed with a limit of \$150 without prior approval. If any larger repairs are needed, they will be reported to the property manager with an estimate. The cost of repairs will be performed at the rate of \$55.00 per hour for technician and \$25 per hour for helper plus parts. \$25.00 replacement cost per misting head and \$31.00 replacement cost per rotating head.

Fertilization

Fertilization is not part of this contract and Lawn Patrol Landscaping LLC will not be held liable for any loss of tree, shrub, or turf life.

Property Enhancements

Lawn Patrol Landscaping LLC will provide and install annuals at an additional fee of \$1.70 per 4" plant as needed. The removal and replacement of bedding soil will be an additional charge when needed. Mulch can be installed as needed at an additional charge of \$75.00 per cubic yard. Removal of decomposed mulch will be an additional charge when needed.

Items Excluded

- -Tree Trimming and removal
- -Replacement of plants and shrubs
- -Cleanup due to storms in excess of thirty mph winds.

These items can be estimated at time of need for an additional cost to contract.

Contract Amount

Lawn Patrol Landscaping agrees to maintain the property in the manner described above at a total contracted amount of \$34,500.00 annually. This amount will be billed and payable monthly at a rate of \$2,875.00. If Lawn Patrol Landscaping misses a service due to neglect, then a service fee of \$821.00 will be subtracted from the monthly amount. Extra services agreed upon will be billed and are payable when the work is completed. All monthly installments are due on the 1st day of each month of service and are past due on the 25th day of the month of service. Past due installments will incur a service charge of \$45.00 monthly. Also a \$35.00 returned check fee will apply. All payments under this contract will be mailed by the client to the contractor at: 2065 Emerald Green Circle, Oviedo, FL 32765.

Terms of Contract

This contract is for a 1 year agreement that will begin on the date of signed contract and automatically renew if not canceled. This contract is between Lawn Patrol Landscaping LLC and Richmoor Villas Homeowners Association. The undersigned parties warrant

that they are authorized representatives of their respective companies and have requisite authority to bind their employer and/or principal. In the event that Lawn Patrol Landscaping LLC is not adequately providing the services set forth in this agreement, the client shall notify the company in writing (email or text), of any problems with such services. Company shall have thirty days from receipt of the notice to remedy the problem to clients' reasonable satisfaction. If problems remain, then either party may terminate this agreement upon a thirty day written notice, sent by certified mail, to the other party. In the event of non-payment by the client, client shall indemnify the company for all costs and expenses of collection including, but not limited to, costs and expenses of collection agency, and any and all attorney fees and expenses and court costs.

Richmoor Villas Homeowners Association
Printed Name Pebloca Marture
Title LCAM, For the Board
Signature White Lee
Date 3 124 124
Lawn Patrol Landscaping
Printed Name Eric T. Carl
Title Ours
Signature Cuf
Date 3 / 32 KAU