

### **Landscape Maintenance Agreement Overview:**

This Landscape Maintenance Agreement (the "Agreement") is entered into as of **7/25/25**, by and between SR Landscaping, LLC ("Sunrise"), located at 5100 W Kennedy Blvd. Ste. 325, Tampa, FL 33609, and **Chateaux de Bardmoor Condominium Association, Inc.** ("Owner"), located at **8345 Bardmoor Blvd, Seminole, FL 33777**. Sunrise and Owner have entered into this Agreement for Sunrise to provide landscape maintenance services to the Owner on the real property known as **Chateaux de Bardmoor** located at **8345 Bardmoor Blvd, Seminole, FL 33777**. ("Property").

### **Landscape Maintenance**

Landscape Maintenance visits will take place weekly between April 1 – October 31 and biweekly between November 1 – March 31. All turf shall be maintained within a two-inch (2") to five-inch (5") range, depending on turf type and subject to the opinion of Sunrise in its sole discretion. Should weather conditions render certain areas, including but not limited to retention pond areas, unsafe or too saturated with water for proper maintenance, the service schedule will be discontinued until Sunrise deems the area safe and dry enough for normal mowing procedures. At no time will mowing height be reduced so that more than one-third (1/3) of the blade of grass is removed at any cutting. Edging shall include walks, drives, curbs, bed perimeters, tree wells, and trees. Sunrise shall line-trim or chemically treat around posts, lights, signs, trees, utility installations, as required to keep a neat, clean appearance throughout the Property. All shrubs, hedges, tree branches up to eight (8) feet in height, and palm fronds up to eight (8) feet in height will be sheared in a consistent manner to maintain optimum shape and size as growth habit and plant health dictates. Beds and tree wells are to be treated to reduce weed competition with desirable plants, as well as to enhance the appearance of the property. Leaf removal, as well as the trimming of any shrubs, hedges, tree branches, or palm fronds that exceed eight (8) feet in height is not included in the Annual Contract Amount. A separate proposal for these services can be provided upon Owner's request.

### **Fertilization Program**

The Annual Contract Amount includes a complete turf and bed fertilization program in compliance with statewide Green Industries Best Management Practices (GI-BMPs) and/or Florida Nursery, Growers, and Landscape Association (FNGLA) guidelines. Sunrise shall follow the University of Florida / Institute of Food and Agricultural Sciences' (UF/IFAS) evidence-based recommendations for turfgrass species, soil properties, time of year, and other factors. Sunrise shall ensure that fertilization scheduling does not exceed the fertilizer label rate prescribed and complies with state and local ordinances. Per desired scope, fertilization program to include 2 occurrences on irrigated turf and 3 occurrences on mulch bed areas.

Palm tree and hardwood tree fertilization is not included in the Annual Contract Amount but is available as an additional service upon request of Owner.

### **Pest Control**

In order to maintain the health and appearance of the turf and plant material, turf and shrub bed areas will be inspected regularly for indications of pest problems such as insects, disease, and invasive weeds. Sunrise technicians utilize Integrated Pest Management (IPM) practices to prevent the overuse of pesticides and promote sustainable practices. Upon confirmation of a concern requiring pesticide, herbicide, or fungicide treatment, such products will be applied on an as needed or spot treatment basis, whenever possible using the least toxic effective means of control. Any issue identified that, in Sunrise's professional opinion, compromises or threatens to compromise the overall health or appearance of the turf or plant material shall be deemed an Infestation. Infestations necessitate a more aggressive and/or blanket treatment approach for which a separate proposal will be provided to Owner. Examples of common Infestations include, but are not limited to, pests such as chinch bugs, mole crickets, grubs, sod webworms, fire ants, spittlebugs, ground pearls, grasshoppers, billbugs, fall armyworms, cutworms, and grasshoppers; fungal diseases; and invasive and/or noxious weeds. Preventative and/or blanket treatments are not included in the Annual Contract Amount but are available as additional services upon request of Owner.

### **Irrigation Inspection**

Sunrise will inspect the irrigation system, including up to **80** irrigation zones, regularly and Owner will be notified of needed repairs. Each zone will be turned on and operated and heads will be inspected for adjustment and alignment. Unscheduled visits, including emergency visits and off-cycle inspection requests from Owner, will be subject to a service charge in addition to the Annual Contract Amount. From time to time, the watering schedule may need to be adjusted to promote optimal plant and turf health and/or to maintain compliance with regulatory agencies' watering restriction rules. Sunrise, in its sole discretion, may adjust the watering schedule accordingly. All repairs to the system, including both above ground repairs and below ground repairs (e.g., spray bodies, valves, controllers, and pumps), will be billed separately from the Annual Contract Amount and will include all parts and supplies utilized for the repair as well as the labor needed to complete such repairs. In order to expedite the repair process and limit the risk to the health and appearance of turf and plant material, Sunrise is authorized to perform up to **Two-Hundred Dollars (\$200)** worth of repairs per month without prior approval of Owner (the "Do Not Exceed Amount").

## **Terms and Conditions**

This Agreement is subject to the following Terms and Conditions.

**Term** - The initial term of this Agreement shall commence on **8/1/2025** (the "Start Date") and extend for one year thereafter (the "Initial Term"). At the end of the Initial Term, this Agreement shall renew annually upon the same terms set forth in this Agreement, subject to the Price Adjustments section below, unless either party elects not to renew this Agreement by providing the other party with ninety (90) days written notice prior to the end of the then-current term. Notwithstanding anything to the contrary contained herein, and except only where expressly prohibited by applicable law, once Owner has furnished Sunrise with a notice of non-renewal in accordance with this Agreement, Sunrise may invoice Owner for all services remaining to be performed under this Agreement in the then-current term, and payment thereon shall be due within seven (7) days of the invoice date.

**Annual Contract Amount** - In consideration for Sunrise's performance of the services described herein, Owner agrees to pay Sunrise an annual sum of **\$193,783** (the "Annual Contract Amount"), invoiced in accordance with the attached payment schedule and subject to the price adjustments referenced herein.

**Payment** - Invoices will be sent on or about the first (1st) day of each month for the current month's services, and payment thereon shall be due within thirty (30) days of the invoice date. A late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, shall be charged on all amounts greater than thirty (30) days past due. A twenty dollar (\$20.00) fee will apply to any returned check.

**Price Adjustments** - Prices for all services in this Agreement, including but not limited to the Annual Contract Amount, shall increase annually by the greater of (a) the latest measured Consumer Price Index, Tampa-St. Petersburg-Clearwater 12-month percent changes all items index, or (b) an amount communicated by Sunrise, provided that in no event shall such an increase exceed five percent (5%) of the amount charged in the immediately preceding year, and subject to the following conditions: Should Sunrise desire to adjust the Annual Contract Amount by more than the latest measured Consumer Price Index, Tampa-St. Petersburg-Clearwater 12-month percent changes all items index, Sunrise shall send Owner notification of its intent to adjust prices at least thirty (30) days before making such adjustment. If the Owner does not object in writing within fifteen (15) days of the date of the notification of price adjustment, then the Agreement shall renew for a subsequent annual term at the communicated rate. If the Owner objects to the price adjustment in writing within fifteen (15) days of the date of notice then Sunrise shall have the option to either (i) adjust the Annual Contract Amount by the latest measured Consumer Price Index, Tampa-St. Petersburg-Clearwater 12-month percent changes all items index or (ii) terminate the Agreement immediately.

**Additional Services** - Services performed and/or materials delivered, which are not specifically described herein, or changes in the size or physical condition of the Property, will be deemed additional services ("Additional Services"). Additional Services will be billed separately, and all payments shall be due within seven (7) days following invoice receipt.

**Initial Clean Up** - The Annual Contract Amount does not include any initial clean up services required to get the Property to manageable conditions, as determined by Sunrise in its sole discretion. Should the Property require initial clean up services, a separate proposal will be provided to Owner by Sunrise. Additionally, should the quality of the current landscape deteriorate materially between the time that this Agreement is submitted to the Owner and the time that the Agreement is actually executed by Owner and returned to Sunrise, a clean-up fee may be assessed by Sunrise.

**Force Majeure** - From time to time, work schedules may be interrupted by weather conditions or other causes beyond Sunrise's reasonable control, to the point that regularly scheduled activities (e.g., mowing, pruning, hedging, etc.) may be suspended. Sunrise will work with Owner in good faith to resume services in a timely manner but reserves the right to determine the schedule based on crew safety, site health, and availability concerns. Special clean-ups and/or pruning due to storms, freezes, drought, human initiated events caused by parties other than Sunrise, or other Acts of God, are not included in the Annual Contract Amount and will require additional charges based on time, materials, and disposal fees.

**Governing Law; Venue; Attorneys' Fees** - This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be exclusively in Hillsborough County, Florida, except that lien foreclosure actions may be brought in the County in which the Property is located. The prevailing party in any litigation commenced to enforce the terms of the Agreement shall be entitled to recover its reasonable attorneys' fees, costs, and expenses (at all levels), in connection with such litigation.

**Minor Repairs** - Sunrise is authorized to perform up to three hundred dollars (\$300.00) worth of repairs not included in the Annual Contract Amount without Owner's prior approval. This is meant to cover non-irrigation related repairs and is in addition to the Do Not Exceed Amount.

**Liability** - Sunrise shall not be liable for any damage to the Property, the Owner, or anyone claiming by or through the Owner, unless such damage is directly caused by the negligence of Sunrise, its agents, or employees. Sunrise shall not be liable for any incidental, consequential, special or punitive damages. Owner must notify Sunrise of any allegations of damage within five (5) business days of the occurrence or the alleged date of occurrence, or else any such claims shall be waived. Sunrise reserves the right to inspect the alleged damage to determine whether Sunrise is at fault. Should Sunrise, in its sole discretion, determine that it has caused any damage, Sunrise shall have the right to correct such damage directly. Any costs incurred by Owner for repairing alleged damage caused by Sunrise, without Sunrise's prior written consent, shall be considered Owner's responsibility.

**Hazard Buffer** – Infrastructure including but not limited to building foundations, raised curbs, posts, AC bases, pool screen enclosures, fences, large trees, stucco walls, pool equipment, and backflow devices, deemed by Sunrise in its sole discretion to be at risk of damage from Sunrise's machinery and equipment shall be maintained with a service buffer of no less than four inches from the identified hazard. Upon request, Sunrise will provide a separate proposal for the creation of a physical buffer in lieu of a service buffer for each hazard identified. Owner may expressly request in writing that Sunrise forgo the suggested buffers, in which case Sunrise shall not be held liable for any damage to the aforementioned infrastructure.

**Indemnity** - To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless Sunrise and its officers, directors, agents, and employees, from and against all claims, liability, damages, losses, expenses, and costs, including, but not limited to, attorney's fees, at both the trial and appellate levels, caused by any act, omission or default of the Owner, anyone working directly or indirectly for the Owner, or anyone for whose acts any of the foregoing may be liable, except for Sunrise and those working downstream from Sunrise. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the Owner, anyone working directly or indirectly for the Owner, or anyone for whose acts any of the foregoing may be liable, except for Sunrise and those working downstream from Sunrise, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owner or any such party under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Insurance** - Sunrise agrees to carry worker's compensation, comprehensive general liability, and automobile insurance. Upon request by Owner, Sunrise shall furnish a certificate of insurance describing the coverage in effect and naming the Owner or appropriate entity as additional insured. Owner shall maintain its usual and customary property and liability insurance and shall provide proof of such coverage to Sunrise upon Sunrise's request from time to time.

**Sunrise's Default** - Owner shall be responsible for examining Sunrise's work within three (3) business days following each maintenance visit. If Sunrise is in default of any provision of this Agreement, the Owner shall provide Sunrise with a written notice describing such default, and shall give Sunrise a reasonable opportunity to cure such default. Owner shall provide such written notice to Sunrise within seven (7) days of Owner first becoming aware of such default. If Sunrise fails to begin and diligently thereafter continue to cure such default within ten (10) business days after Sunrise's receipt of Owner's written notice of default, Owner may provide Sunrise with a written notice of intent to terminate this Agreement. If Sunrise fails within five (5) business days after Sunrise's receipt of Owner's written notice of intent to terminate this Agreement to begin and diligently thereafter continue to cure such default, Owner may terminate this Agreement upon written notice to Sunrise. In the case of any such termination, Owner shall pay Sunrise for all work actually and properly performed by Sunrise up through the date of such termination. Owner shall have no right to terminate this Agreement for Sunrise's default if Sunrise begins and diligently thereafter continues to cure such default at any time prior to Owner's termination of this Agreement. All written notices required by Owner under this paragraph must be addressed to the attention of Sunrise's General Manager as listed on this Agreement, and sent via U.S. Certified Mail, postage prepaid, with proof of delivery.

**Suspension of Services for Nonpayment** – Notwithstanding anything contained herein to the contrary, if any invoice remains unpaid for more than thirty (30) days past the invoice date, Sunrise reserves the right, upon three (3) additional days' written notice to Owner with an opportunity to cure such nonpayment within that time, to cease or suspend services, and/or terminate this Agreement. Upon Sunrise's termination of this Agreement for nonpayment, all amounts due to Sunrise hereunder in connection with services that have already been rendered shall become payable immediately.

**Assignment** - This Agreement shall be binding upon the successors, permitted assigns, and legal representatives of the parties. Owner shall not assign this Agreement without Sunrise's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new owner of the Property or other entity, Sunrise may require (i) approval of the credit worthiness of the new owner and (ii) written assumption by the new owner of all terms of this Agreement. Sunrise may (i)

subcontract any portion of this Agreement to a subcontractor engaged by Sunrise and (ii) assign (without Owner's consent) any of its rights and obligations hereunder to one or more of its affiliates.

**Notices** - Except as otherwise provided herein, notice to each party hereunder shall be sufficient if in writing and addressed to the party at the respective address provided on the first page of this Agreement.

**Miscellaneous** - This Agreement constitutes the entire Agreement of the parties, and supersedes all prior negotiations, representations or agreements between the parties relating to the subject matter of this Agreement. This Agreement can be modified only in a subsequent writing signed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be revised to the minimum extent necessary to make it legal and enforceable, and if such revision is not possible, then such provision shall be stricken as if never incorporated herein, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected. Both parties acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect hereto, and they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto by virtue of any alleged drafter. This Agreement may be executed in any number of identical counterparts, all of which shall be construed together as a single instrument. A facsimile, scanned signature, or electronic signature of either party to this Agreement shall be deemed to be an original and may be relied upon by the other party.

**On Behalf of SR Landscaping, LLC ("Sunrise")**

Signature:



Printed Name: Cory Fenech

Date: 7/25/25

**On Behalf of Owner**

Signature:



Printed Name:

HOWARD PIROETTE, PRESIDENT

Date:

7/25/25