



This Landscaping Contract ("Agreement ") is made and entered into on 11/4/2025, by and between Greenworx Landscaping Services LLC, hereinafter referred to as the "Contractor," and Deer Creek Subdivision at HOA 15818 SW 60th Terr, Miami, FL 33193 hereinafter referred to as the "Client." Both parties agree to the following terms and conditions:

Effective Date of Agreement Term. The term of this Agreement, including all associated rights and obligations, shall commence on November 1, 2025 irrespective of the date on which this contract is signed by the Parties, and will terminate in one (1) year.

SCOPE OF WORK:

The Contractor agrees to provide landscaping services to the Client as described below:

MOWING

Grass areas of the common ground will be maintained at a height no lower than 4 inches upon each service. All areas will be cleared of minor debris/ litter before each mowing.

EDGING

Edging, by a power slicing edge, of all walk and curb areas shall be done at each mowing. Edging of all plant beds will be done at every mowing, or as needed in order to maintain a neat edge to planting area.

HEDGES/SHRUBS

All Hedges/Shrubs shall be trimmed in a uniform standard height as not to obstruct any sidewalks, roads, or sight lines. All growth around signage shall be trimmed to prevent interference.

AIR BLOWING

Any walkways and /or paved areas will be air blown in order to remove any debris, including all dead leaves surrounding the community accumulated during the maintenance process.

YEARLY SEASONAL LEAF PICKUP

Removal of all leaves around entire community.

WEED CONTROL

Driveways, sidewalks, and all plant beds will be sprayed as needed to control weed infestation.

SEED PODS

Removal of Seed Pods from Palms up to 15 feet in height.

MULCH PLACEMENT

Mulch holds in moisture and reduces weed growth. Mulch placements quotes available upon request.

STORM DEBRIS REMOVAL

We have an extensive inventory of equipment needed for proper and safe debris removal. Quote available upon request.



TREE TRIMMING

Quote available upon request.

IRRIGATION

A monthly Wet check will be conducted on the Irrigation system. If it is determined that any repairs are needed an estimate will be sent for approval.

MONTHLY WALK THROUGH WITH MANAGER

Once a month a Walk through with Management will be done to ensure all work is being performed correctly.

CONTRACT PRICE. The total contract price for the landscaping services described in Section 1 shall be **\$33,600.00**. Payment shall be made in accordance with the payment schedule outlined in Section 3.

PAYMENT. The Client agrees to make payments to the Contractor within 30 days of receiving invoice for completed work. Invoices for the monthly maintenance shall be sent to client on a monthly basis. All additional work requested and completed will be invoiced upon completion and Client agrees to make payments to the Contractor within 15 days of receiving invoice.

Any payment not received within thirty (30) days of the invoice date shall be subject to a late fee of five percent (5%) of the outstanding balance. Continued non-payment beyond this period shall constitute a material breach of this Agreement, entitling Greenworx Landscaping Services, LLC to suspend further work and/or pursue collection of all outstanding amounts, including reasonable attorney's fees, collection costs, and accrued interest as permitted by law.

Payment for services rendered is due in full and Client shall not withhold, offset, or delay payment for any reason, including but not limited to disputes, pending inspections, or dissatisfaction unrelated to the specific work invoiced. All payments must be made in full as invoiced, and any disputes shall be handled separately in accordance with the dispute resolution terms of this Agreement.

In the event the Client believes that any portion of the work is incomplete, defective, or otherwise unsatisfactory, Client shall provide written notice to Greenworx Landscaping Services, LLC within five (5) business days of discovering the issue, specifying the nature of the concern in detail. Failure to provide such notice shall be deemed acceptance of the work as complete and satisfactory.

All payments shall be made in via check, payable to Greenworx Landscaping Services, LLC at 3071 SW 114 Ave, Miami, FL 33165, ACH, or credit card.

CHANGE ORDERS. Any changes to the scope of work must be agreed upon in writing by both parties. The cost of any additional work will be determined and added to the contract price.

CLIENT RESPONSIBILITIES. The Client agrees to provide access to the property during reasonable working hours and to ensure the safety of the Contractor's personnel. Additionally, the Client is responsible for obtaining any necessary permits or approvals required for the project.

WARRANTY. The Contractor warrants that all materials and workmanship will be of good quality and in accordance with industry standards. The Client shall notify the Contractor of any defects or issues within 10 days of work completion, and the Contractor shall rectify such issues promptly. This warranty does not cover the following i. Damage or defects resulting from acts of nature, vandalism, or accidents



beyond the control of the Contractor, ii. Damage or defects resulting from the Client's negligence, failure to perform routine maintenance, or failure to follow the Contractor's care instructions, iii. Plants and trees that were not properly watered, pruned, or cared for by the Client, and iv. Changes in the landscape's appearance due to natural growth or seasonal variations.

In the event that the Client believes there is a defect covered by this warranty, the Client shall notify the Contractor in writing within 5 days of discovering the defect. Failure to provide timely notice may void this warranty.

Upon receipt of a written notice of a defect covered by this warranty, the Contractor shall promptly inspect the affected area. If the defect is confirmed to be covered by this warranty, the Contractor will repair or replace the affected components within a reasonable timeframe.

TERMINATION. Either party may terminate this Agreement with written notice if the other party breaches a material term or condition of this Agreement. In such a case, the Client shall pay for any completed work and materials.

INDEMNIFICATION. Contractor agrees to indemnify and hold harmless Client from and against any third party claims caused by of the death or bodily injury to any person or the destruction or damage to any property or by the negligent acts and omissions of Contractor. The aggregate amount for which the indemnified parties shall be entitled to indemnification pursuant to this Section will not exceed the (2) times the contract value.

LIMITATION OF LIABILITY. EXCEPT FOR THIRD-PARTY CLAIMS COVERED UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFIT, LOSS OF USE, OR BUSINESS INTERRUPTION, BASED ON ANY CLAIM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND IN AN AMOUNT IN EXCESS OF THE TOTAL CONTRACT VALUE, SUBJECT TO THE EXCEPTIONS SET FORTH HEREIN.

INSURANCE. The Contractor agrees to maintain the agreed upon liability insurance throughout the project and will provide proof of insurance upon request.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

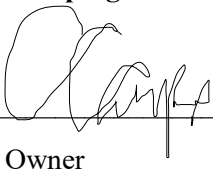


FORCE MAJEURE. Neither party shall be liable for delays due to unforeseeable causes beyond the reasonable control and without the fault or negligence of the party seeking to be excused for the timely performance of its obligations, including without limitation acts of God, fire, accident, war, or civil disturbance, terrorist attacks, or actions or inaction of the government. Contractor's time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. The party which experiences a Force Majeure event shall notify the other party within a reasonable time after becoming aware of any such delay. Both parties agree to exercise commercially reasonable efforts to resume the performance of their respective obligations promptly and otherwise to mitigate the potential impact of any such delay.

SEVERABILITY. The remedies provided for herein shall be cumulative and in addition to any other rights or remedies at law or in equity. No waiver of a breach of any provision of the Agreement shall constitute a waiver of any other breach of such provision. If any provision of this Agreement or the application thereof is found invalid, illegal, or unenforceable by law, the remainder of this Agreement will remain valid, enforceable, and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Landscaping Agreement as of the date first above written.

Greenworx Landscaping Services LLC

Signature:  Date: 11/4/2025
JOEL CAMPO, Owner

Deer Creek Subdivision HOA

Signature:  Date: 11/04/2025
Printed Name: _____ Title: _____