

## Lawn Care Agreement

**Effective Date:** The last date that both parties sign. **Between:** Eastfield Slopes Condominium Association (the "Customer"), and All American Lawncare & Landscaping of Florida Inc (the "Landscaper") collectively the "**Parties.**"

**Landscaping Services.** The Customer wishes to obtain the Landscaper's services to perform the following work. (the "**Services**").

Pick up all trash prior to or while mowing.

Mow all grassy areas on the property, including around all buildings, water and wastewater treatment facilities, retention pond/tennis court/pool area(s), right of ways.

Edge along parking areas, sidewalks, curbs, and all cement areas.

Trim evergreen foliage shrubs when needed (tops, sides, this includes the back side to keep away from buildings).

Blow off all concrete/asphalt areas.

Weed abatement where needed, including vines growing on buildings.

Weed spray around all chain link fences (no roundup around condo dwellings).

Remove all debris.

Trim/pruning small trees and bushes to keep them off the building, building components, roofs.

The Services are to be performed at the following location: (the "**Property**").



Eastfield Slopes Community off Eastfield Rd and Williams Rd. to include Williams Rd, Lake Park Dr, Fieldview Cir, Eastfield Rd, Blue Field Ct (all grassy areas around the buildings), retention pond, tennis court area and pool area(s), right of ways along these roads and Eastfield Utilities Facilities (water and wastewater treatment plants)

The Landscaper consents to supply the labor, materials, and supplies required to complete the Services in accordance with the terms and conditions included in this Agreement. Upon fulfillment of the Services, the Landscaper will remove all materials, supplies, and other debris.

**Modifications in the Services.** The Customer may request reasonable modifications to the Services. Any modifications to the Services must be in writing and signed by both Parties. The Customer consents that any modifications to the Services may result in extra charges.

**Term and Schedule.** Agreement begins June 1, 2025 and ends May 31, 2026. Mowing is more often in the "rainy season" (June-Oct) and less often in the "drier season" (Nov-May)

**Payment Schedule.** Customer will pay the Landscaper \$2,150.00 per month. The Landscaper shall invoice the Customer every 30 days. If the payment is not received within thirty (30) days, the Landscaper may charge a \$200.00 late fee.

### Representations.

**Landscaper Representations.** The Landscaper will execute the Services workmanlike, complying with all applicable laws, regulations, codes, and restrictive covenants.

**Customer Representations.** The Customer is the legal owner of the Property or otherwise has the authority to allow lawn services upon the Property. The requested Services comply with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.

### Obligations.

**Landscaper Obligations.** The Landscaper will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

**Customer Obligations.** The Customer will supply the Landscaper, its employees, agents, and subcontractors appropriate access to the Property to fulfil the Services.

**Insurance.** The Landscaper warrants it is sufficiently insured for injury to its workers and any others incurring loss or injury as a result of the acts of the Landscaper or its workers and subcontractors.

**Subcontractors.** The Landscaper may employ subcontractors to accomplish work at its discretion, provided that the Landscaper shall fully pay any subcontractors and remain accountable for the proper fulfillment of this Agreement

**Liability Waiver.** If the Landscaper, including its employees, landscapers, agents, or the like are injured while performing the Services, the Customer is exempt from liability for those injuries to the extent allowed by law.

**Termination.** The Customer can discontinue the Agreement by issuing a written notice: (a) if the Landscaper commits any material violation of this Contract and fails to rectify the violation within ten (10) days of notice of the violation; or (b) if there is any repeated failure by the Landscaper to provide the Services to an acceptable standard and to the reasonable satisfaction of the Customer.

The Landscaper can discontinue the Agreement by issuing a written notice: (a) if the Customer fails to complete the payments required within 10 days of notice of failure to make a payment; or (b) if the Customer commits any other material, non-financial violation and fails to rectify the violation within 10 days of notice of the violation.

If either party does not correct a violation within 10 days of notice, either party may terminate this agreement with a 30 day termination notice.

**Entire Agreement.** This document reflects the complete agreement between the Parties and reflects a comprehensive understanding of the Parties about the subject matter. This Agreement supersedes all previous written and oral representations. The Agreement may not be amended, modified, or supplemented except in writing, signed by both Parties.


**Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be joined into and legally binding in Hillsborough County, Florida. The Parties each represent that they hold the authority to join into this Agreement.

**Waiver.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to enforce and compel strict compliance with every provision of this Contract thereafter.

**Applicable Law.** This Agreement shall be governed and construed according to the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

The Parties consent to the terms and conditions set forth above as indicated by their signatures as follows:

**Landscaper**

Signed: \_\_\_\_\_ 

Name: Ryan Herndon

Date: 05/30/2025

**Customer**

Signed: \_\_\_\_\_ 

Name: Cynthia Jacobs

Date: 05/30/2025