



Proposal #1605

Date: 9/17/2024

PO #

Customer:

Louis Alvarez
4220 Tree Tops Dr
Port Charlotte, FL 33953

Property:

The Treetops at Ranger Point
Homeowner's Association
4320 Tree Tops Drive
Port Charlotte, FL 33953

Service Agreement & Maintenance Contract 2024-2026

Premier Landscape Management is pleased to submit the following Maintenance Proposal for your consideration. Please review this contract and we look forward to the opportunity of servicing your property.

Fixed Payment Services

Description of Services	Number of Occ.	Cost per Occ.	Annual Cost
Turf and Regular Maintenance			
Mowing - Homes, Lots, Clubhouse, Entrance	34	\$642.60	\$21,848.40
Mowing - West of Treetops Dr & East of Oak Terrace Cir	17	\$214.20	\$3,641.40
Bed / Hardscape Weed Control			
Weed Control Beds & Hardscapes	16	\$250.61	\$4,009.76
Shrub and Ornamental Maintenance			
Shrub and Bush Trimming	5	\$4,069.80	\$20,349.00
Tree Maintenance			
Palm Trimming	1	\$1,465.13	\$1,465.13
Hardwood Tree Trimming	1	\$1,156.68	\$1,156.68
Brazilian Pepper Tree Trimming Program	1	\$2,891.70	\$2,891.70
Annual Maintenance Price			\$55,362.07

Services

Mowing - Homes, Lots, Clubhouse, Entrance

- Mowing is completed every seven days from June 1st through September 30th every fourteen days from October 1st through May 31st
- Edging of all hardscapes including driveways, patios, and sidewalks will be completed weekly.
- Edging of all softscapes including landscape beds and tree beds will be completed bi-weekly.

- Blowing of debris from driveways, sidewalks, and streets is completed during each service.
- String trimming within the mowing areas is completed during each service.
- Areas include fronts of homes, sides of homes up to the fenced areas behind homes, typically 1/3 to 1/2 from the front of the home towards the back of the home.

Mowing - West of Treetops Dr & East of Oak Terrace Cir

- Mowing of area West of Tree Tops Drive, mowing of area East of Oak Terrace Circle.
- Mowing will start at the property line behind homes and continue to wood line at Oak Terrace. Mowing at Tree Tops Drive will start at the property line behind homes and continue to furthest tree line West.

Weed Control Beds & Hardscapes

- Mulch beds are treated for weed control.
- Hardscapes including driveways, sidewalks, and road surfaces are treated for weed control.
- Control of weeds is accomplished by a combination of methods including pre-emergent chemical spaying and or granular applications, post emergent chemical, and mechanical removing of weeds.
- Weed control is limited to fronts of homes, sides of homes up to the fenced area, typically 1/3 to 1/2 from the front of the home towards the back of the home and common areas.

Shrub and Bush Trimming

- Shrubs and bushes are pruned, trimmed, and shaped.
- All debris associated with this service will be removed and recycled. Debris will **not** be “mulched” back into landscape beds or turf areas.
- Mulch/stone beds will be cleaned at each service.
- Trimming of shrubs is limited to fronts of homes, sides of homes up to the fenced area, typically 1/3 to 1/2 from the front of the home towards the back of the home and common areas.
- Shrubs and bushes in pots or inside of lanais are not included in this service

Palm Trimming

- Seed pods are removed during service.
- Heads will be shaved to remove boots during service.

Hardwood Tree Trimming

- Hardwood trees including Oaks and Mahogany trees are trimmed.
- Trees will be lifted to provide vehicle, pedestrian, and mower access. Any additional trimming will be an additional cost.

Brazilian Pepper Tree Trimming Program

- Brazilian Pepper trees on both sides of Hayward Ave. will be trimmed back and debris will be disposed of.
- Trimming is to control the outward growth of pepper trees onto the turf/mowing areas.
- Debris will be removed and disposed of offsite.

Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$4,613.51	\$0.00	\$4,613.51
February	\$4,613.51	\$0.00	\$4,613.51
March	\$4,613.51	\$0.00	\$4,613.51
April	\$4,613.51	\$0.00	\$4,613.51
May	\$4,613.51	\$0.00	\$4,613.51
June	\$4,613.51	\$0.00	\$4,613.51
July	\$4,613.51	\$0.00	\$4,613.51
August	\$4,613.51	\$0.00	\$4,613.51
September	\$4,613.51	\$0.00	\$4,613.51
October	\$4,613.51	\$0.00	\$4,613.51
November	\$4,613.51	\$0.00	\$4,613.51
December	\$4,613.51	\$0.00	\$4,613.51
	\$55,362.12	\$0.00	\$55,362.12

Terms & Conditions

1. It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a professional manner in accordance with generally accepted horticulture principles.
2. *Florida Landscape Management Companies, Inc. dba Premier Landscape Management* (the "**Contractor**") shall furnish, upon request, evidence of general liability insurance in the amount of \$ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.
3. The **Contractor** shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.
4. It is expressly understood that the **Contractor** shall assume no responsibility nor liability for personal injury or property damage resulting from an accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and all other paved or grassy surfaces between scheduled visits by maintenance crews. Further, the **Contractor** shall not be liable for any consequential or incidental damages which may be sustained by the owner arising out of or from the **Contractor's** services.
5. The **Contractor** shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the **Contractor** in a timely manner and the **Contractor** shall be provided an opportunity to inspect and, if possible, repair the damage.
6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.
7. All amounts billed by the **Contractor** shall be payable on receipt and shall accrue interest at the rate of eighteen percent (18%) per annum beginning fifteen (15) days FROM THE DATE ON THE BILL FOR SERVICE. **All sums due the Contractor shall be due and payable in Charlotte County Florida at its address set forth below.**
8. **Attorneys' Fees and Costs.** In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.
9. **Recoverable Costs.** The reasonable costs that the **Contractor** shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.
10. Service agreements shall remain in-effect for Two Years, (24-months).
11. THESE GENERAL CONDITIONS SHALL BE INCORPORATED BY REFERENCE INTO ANY INVOICE FOR SERVICES SUBMITTED BY THE **CONTRACTOR**.
12. This agreement shall be cancelable for cause. In the event contractor becomes deficient in Service's based on acceptable industry standards and this agreement. Client agrees to notify contractor in writing by certified mail, this agreement shall be terminated thirty (30) days from that date.
13. Client Agrees to reimburse **Contractor** for services provided during the contract period and **not** fully paid for with the monthly installment plan.
14. The **Contractor** is not responsible for unmarked utilities of any kind.
15. The **Contractor** installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The **Contractor** does not warranty transplanted material.
16. If required, homeowners must provide the **Contractor** written approval from their association and or local city/municipality before any work is to begin.
17. **Tree Removal:** Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, <https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit>. For Charlotte County, <https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/TreePermit-Application.pdf>. For Sarasota County,

<https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000> For the City of North Port,
<https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000> For Lee County,
<https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf>

18. *Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.*

By Jeff Babbie

Jeff Babbie

Date 9/17/2024

Premier Landscape Management

By _____

Date _____

The Treetops at Ranger Point
Homeowner's Association



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