



Holly Flinchum c/o  
Sunset Lakes  
1221 Admiralty Blvd. Rockledge FL 32955  
Email: Brobberecht@lelandmanagement.com Phone: (321) 549-0951

**Special Service Agreement - Berm Maintenance  
10/12/2025. Six (6) yearly visits or every other month  
maintenance.**

- 1. Weeding of the berm shall be done as often as necessary to maintain a high standard of cultivation and attractive appearance. Every plant and shrub shall be weeded and/or hoed no less than once every other month or six (6) times per year. Where, in the opinion of the Contractor, it is safe and practical to control weeds by use of E.P.A. approved chemicals, the Contractor may at his/her discretion use said chemicals for weed control.**
- 2. Removal of leaf litter such as limbs, palm fronds or bamboo shoots will be removed as needed to maintain a neat appearance.**
- 3. Trimming of plants, trees or bamboo will occur at each service as needed. Palm trees are to be trimmed twice per year. Seed pods shall be removed prior to opening, and dead fronds shall be removed during winter months and as necessary to maintain a good appearance for each individual specimen.**
- 4. Mulch can be applied upon request of cost.**

**Investment Schedule**

ERS agrees to perform the **Berm Management Service** stated above on an **Every other Month basis** for the total sum of **\$1,800.00** per month.

## **Conditions:**

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **ERS** for the consequences of such services.
2. **ERS** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidents.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon the anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. **ERS** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **ERS** and the **CUSTOMER**.

**Customer acceptance – The above prices, specifications and conditions are hereby accepted.**

Joe Harms

\_\_\_\_\_  
Environmental Restoration Services LLC  
Authorized Signature

  
Sunset Lakes

Start Date:

Jun 2026