



## Gro Pro Maintenance & Irrigation Maintenance Contract Agreement Terms

This contract is an agreement between Gro Pro, hereinafter referred to as the contractor, and Golf Villas 1, hereinafter referred to as the client.

**Service Address:**

**Golf Villas  
Bay Point Dr, Panama City Beach FL**

**Client Billing Address:**

**Golf Villas  
Bay Point Dr, Panama City Beach FL**

Gro Pro will provide landscape maintenance services to Customer at the service address above hereinafter referred to as the ("Property")

Said Landscaping services shall consist of mowing, trimming, edging, blowing off of all drives and sidewalks, bed maintenance fertilization and chemical application according to schedule set forth below.

### Lawn Maintenance

Mowing, edging, and string trimming is performed up to 52 times per year (actual visits based on agreed contract price) on all turf areas depending on the program you choose, seasonal growth, and recent treatments applied. Mowing shall be done with a reel, rotary, or mulching commercial mower. Mower blades will be sharp at all times to provide the best cut. The mowing height will be according to the type and variety of grass. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by the contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable. Tree rings, plant beds and all buildings, sidewalks, fences, driveways, parking lots and other surfaced areas bordered by grass will be edged every other mowing. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. Contractor will clean all clippings from sidewalks, curbs and roadways immediately after mowing

and/or edging. Clippings will not be swept, blown, or otherwise disposed of in sewer drains. Contractor will blow all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Clippings will not be left to be visible in common areas. All Tree trimming under 12' are included. All shrub pruning property wide will occur once per month.

## **Pest Control**

Gro Pro is a commercially licensed pest control operator. All herbicides, pesticides, fungicides and other lawn-applied chemicals will be applied by licensed professionals. All turf areas shall be fertilized as per each specific maintenance agreement. We recommend fertilizing two times a year. We fertilize with a nitrogen only fertilizer in May, and a winterizing fertilizer in October.

## **Additional Services**

Should the customer request additional services or work beyond those stated above (i.e. pine straw, palm tree trimming, rye grass etc.) Gro Pro will provide customers with a quote as to the cost of additional service requested and obtain approval from customer prior to commencement of said service if not covered under contract agreement.

## **Aeration:**

Gro Pro. recommends aerating your turf once a year in the spring. This service is performed for a minimum price of \$150 per visit which covers a turf up to 10,000 sq. ft. in size. Soil compacting forces are most severe in poorly drained or wet sites. Compaction greatly reduces the pore space within the soil that would normally hold air. Roots require oxygen to grow and absorb nutrients and water. Compaction reduces total pore space and the amount of air within the soil. It has a negative impact on nutrient uptake and water infiltration, in addition to being a physical barrier to root growth. This results in poor top growth and lawn deterioration. Core aeration can benefit your lawn by increasing the activity of soil microorganisms that decompose thatch, increasing water, nutrient and oxygen movement into the soil, improving rooting, enhancing infiltration of rainfall or irrigation, and helping prevent fertilizer and pesticide run-off from overly compacted areas.

## **Irrigation System Inspection and Repair:**

Gro Pro recommends having your irrigation system checked 6 times a year. We can also perform all your irrigation repairs. Gro Pro is a licensed irrigator and has certified technicians on staff to meet your needs. Service calls concerning irrigation are subject to a \$150.00 service call charge with the cost of \$55.00 per man hour after the initial hour. All repairs (time clocks, valves, breaks etc.) will be performed at an additional cost with prior approval. Sprinkler heads will be replaced or repaired free of charge if broken by Gro Pro. All other sprinkler heads will be replaced or repaired at the cost of labor and materials.

## **Other Additional Services:**

Gro Pro also preforms the services of fence installation and repair, pressure washing, and a complete range of landscape needs including landscape re-dos, new designs, retaining walls, stone walkways, and much more.

**Initial Clean-Up (If Needed)**

Subject to prior discussion and approval, additional labor and hauling may be necessary to bring the property up to an adequate level before regular service begins. If applicable you will be billed on the first month's statement.

**Package Choice:**

See Accepted Estimate



## Considerations for Insurance, Licenses, Permits and Liability

Gro Pro will carry liability insurance as required by law and require the same of any sub-contractors and provide proof of the same to the client on request. Gro Pro will carry any licenses required by law and pull appropriate permits for work that require it. A Certificate of Insurance will be provided to the customer upon request.

### Liability

#### Situations which the Contractor may deem are not his/her responsibility:

- Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.
- Damage due to improper irrigation, components existing at the time of contract execution.
- Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind, fire or cold damages.
- Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components provided he/she reported these to clients, or irrigation restrictions imposed by the Water Management District or civil authorities. Cables/wires or sprinkler components/lines that are not installed per applicable building codes.
- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked.
- Damage due to vandalism.

### Terms

This term of contract is from **12/6/2025** to **12/31/2026**. Customer agrees that Gro Pro shall be the only landscape contractor to provide services at the Property during the term of this contract.

### Conditions

This contract is non-cancellable by Customer other than set forth herein. Should Customer wish to cancel/terminate the Contract due to dissatisfaction with Gro Pro's service, Customer must email a dated letter to [gropopc@gmail.com](mailto:gropopc@gmail.com), setting forth describing customers complaints and reasons for believing Gro Pro's services are unsatisfactory. Gro Pro will have 15 days from receipt of this letter to rectify the unsatisfactory conditions. If the unsatisfactory conditions are not rectified within said time frame, the customer may then cancel/terminate the Contract by sending a written Notice of Termination to Gro Pro. Customers may not cancel /terminate on account of any conditions listed under "Liability" above. Any cancellation or termination of this contract by customer, other than pursuant to the requirements above, shall be considered an unjust termination and a breach of this contract and customer shall be liable for Gro Pro's damages in connection with said breach.

Gro Pro may, at its discretion, cancel/terminate this contract at any time (i.e. failure to pay in a timely manner) by sending a written notice to the customer within 7 days prior to the next scheduled service date describing reasons for the cancellation/termination.

## Payment

Gro Pro's monthly charge for performing the services set forth in this Contract shall be **\$ 2883.00**. Customer shall pay said amount by the 15<sup>th</sup> date of each month following invoicing. Gro Pro bills all maintenance invoices on the 25<sup>th</sup> of each month and client has till the following 15<sup>th</sup> of each month to satisfy invoice. All additional work will be invoiced at time of completion. Should customer fail to timely pay any amount due hereunder, and should said amount remain unpaid for a period of 15 days after the due date, Interest shall start to incur on unpaid amount at the rate of 6% monthly. Gro Pro may initiate a lawsuit to collect the amount owed after 2 months of non-payment.

## Attorney Fees

If any lawsuit is brought to collect past due charges under this contract, or to enforce or interpret any terms of this contract (i.e. as to whether a termination of the contract by customer was justified) the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred therein, the amount of which shall be fixed by the court and made part of any judgement rendered.

## Governing Law, Venue and Jury Waiver

This contract shall be governed by the laws of the State of Florida, and the venue for any action filed by either party regarding this contract shall be Bay County, Florida. The parties waive their right to a trial by jury.

## Severability

If any court of competent jurisdiction should hold anyone or more of the sections or provisions of this contract to be invalid or ineffective for any reason, the remaining sections and provisions of this contract shall not be affected and shall remain enforceable.

## Complete Agreement

This contract constitutes the entire agreement between the parties as to the matters involved herein, and said agreement may not be added to or modified in any manner except by writing, signed by both parties.

***If both parties agree to the terms of this contract, sign and date below:***

Customer or Authorized Party (Signature): Martha A. Middleton Date: Nov 7, 2025

Customer or Authorized Party (Print Name): Martha middleton

Gro Pro Authorized Party: Matt Jones Date: 11/7/2025

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# Maintenance Contract - Golf Villas 1

Final Audit Report

2025-11-07

Created:	2025-11-07
By:	Matt Jones (gropropc@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA73QyXTXdheJCJTRShCm9s7YroQY1Qu2S

## "Maintenance Contract - Golf Villas 1" History

-  Document created by Matt Jones (gropropc@gmail.com)  
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-  Document e-signed by Matt Jones (gropropc@gmail.com)  
Signature Date: 2025-11-07 - 2:08:22 PM GMT - Time Source: server
-  Document emailed to Martha middleton (mamiddleton@knology.net) for signature  
2025-11-07 - 2:08:24 PM GMT
-  Email viewed by Martha middleton (mamiddleton@knology.net)  
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-  Document e-signed by Martha middleton (mamiddleton@knology.net)  
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