



Landscape Maintenance Services Agreement for Cambridge at Kings Ridge

This Agreement is effective as of 01/01/2024, by and between Cambridge at Kings Ridge located at 1900 Kings Ridge Boulevard, Clermont Florida 34711, hereafter referred to as "Customer", and Dora Landscaping Company, located at 4401 Hogshead Road, Apopka, Florida 32703, hereafter referred to as "Contractor".

In consideration of the covenants contained herein, the Customer and Contractor do hereby mutually agree to the following:

Location.

The location for services is Cambridge at Kings Ridge located at 1900 Kings Ridge Boulevard, Clermont Florida 34711.

The Services.

Contractor will perform the services described in Exhibit "A" (entitled "Project Specifications"), Exhibit "B" (entitled "Summary of Costs"), Exhibit "C" (entitled "Schedule of Fees") and any additional "extra work" that the owner deems necessary in accordance with the terms of this Agreement. Contractor will perform services in a professional, workmanlike manner in compliance with all standards and rules reasonably established by the Customer. Unless otherwise agreed by the Customer in writing, Contractor will provide all labor, equipment and supplies necessary or appropriate to perform the services.

Compensation.

Customer will pay Contractor for services under this Agreement a sum of ~~(C) 26,483.33~~ annually payable in twelve (12) equal monthly installments of ~~\$10,561.11~~. Contractor will submit an invoice to Customer for services rendered on or about the 15th day of each month, and Customer will remit all payments by the tenth (10th) of the following month. All additional "extra work" will be invoiced within the month the work is completed and will be subject to the same payment terms and conditions. Each invoice will describe, in reasonable detail, the services provided. If the account becomes delinquent in excess of 30 days, service will be reduced to minimal visits until the account returns to a current status. In the case of minimal visits, invoicing will remain constant, and interest will be assessed and payable on all past due monies. The contract price will increase annually by ~~5%~~.

Term.

This Agreement will commence on the date specified above and be in effect for a period of twelve (12) consecutive months and will renew for consecutive twelve (12) month periods at the same terms and conditions unless either party notifies the other in writing, detailing modifications to the terms and conditions, at least thirty (30) days in advance of the renewal date. This contract shall automatically renew every year for a 12-month period until either party terminates this agreement.

Independent Contractor.

Contractor will perform all services as an independent contractor. Contractor will not represent itself to be an employee or agent of Customer or enter into any agreement on the Customer's behalf or in the Customer's name. Contractor will retain full control over the manner in which it performs the services.

Compliance with Laws.

Contractor will (a) comply with all federal, state and local laws with respect to its performance of services, (b) file all reports relating to its services (including, without limitations, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business as the same shall become due, and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due.

Insurance.

CONTRACTOR shall purchase and maintain insurance from a company or companies lawfully authorized to do business in the jurisdiction in which CUSTOMER is located. Such insurance shall be sufficient to protect CONTRACTOR from claims which may arise out of or result from CONTRACTOR's operations under this Contract and for which CONTRACTOR may be legally liable including, but not limited to, claims under Worker's Compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed; claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees; claims for damages insured by usual, personal injury liability coverage; claims for damages, other than to the Work itself, because of injury or destruction of tangible property, including loss of use resulting therefrom; claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; claims for bodily injury or property damage arising out of CONTRACTOR's operations; claims involving contractual liability insurance applicable to CONTRACTOR's obligations hereunder; claims for bodily injury, property damage, loss of use of property, clean-up costs, environmental damage, CONTRACTOR's operations and defense related to pollution. The insurance required herein shall be written for not less than the limits of liability of two million dollars (\$2,000,000) in the aggregate, one million dollars (\$1,000,000) per claim. Any aggregate limit under CONTRACTOR's primary commercial general liability insurance shall, by endorsement, apply to this contract separately. Coverages shall be written on an occurrence basis, unless otherwise required or permitted by this Contract or specifically approved by CUSTOMER in writing, shall be maintained without interruption from the date of commencement of the Work until the date of final payment or any later date required by this Contract, and, with respect to CONTRACTOR's completed operations coverage, until the later of expiration of the period for correction of the Work or four (4) years after final payment by CUSTOMER. Certificates of insurance acceptable to CUSTOMER shall be provided no later than the date that the initial payment is due, pursuant to the terms of this Contract. Failure to maintain the required coverages as set forth herein shall constitute an event of default. CONTRACTOR shall further require its subcontractors to maintain the same insurance as that required of CONTRACTOR herein. CUSTOMER shall maintain CUSTOMER's usual liability assurance.

Contractor and Customer waive all rights against one each other and any of their subcontractors, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the provisions hereof, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Customer as fiduciary.

No Conflicting Obligations.

Contractor warrants that Contractor's execution, delivery and performance of the Agreement will not violate and other employment, nondisclosure, confidentiality, consulting or other agreement to which Contractor is a party or by which it may be bound. Furthermore, Contractor will not use or disclose to Customer any confidential or proprietary information of any other person if such use of disclosure would violate any obligation or duty that Contractor owes to such other person. Contractor warrants that Contractor's compliance with this section will not prohibit, restrict or impair Contractor's performance of the services.

Confidentiality/Non-Compete.

Customer agrees that all information contained within this contract shall be hereafter deemed "confidential" and shall not be revealed to any outside party or personnel. In addition, Customer agrees not to pursue the Contractor's employees for possible employment, or related subcontract work through the life of the Contract and for a period of one (1) year after.

Cancellation/Early Termination.

Either party may terminate this Agreement during its original term or during any term thereafter, by giving a written thirty (30) day notice of termination without cause to the other party hereto by certified or registered mail.

Change of Ownership

Should either party incur a change of ownership/management during the course of this contract, pertinent information regarding this change (new owner's name, address, phone number, etc.) must be made known in writing to the other party sixty (60) days prior to the effective date of change in ownership in order facilitate a smooth transition contractually. If the Customer who entered into this agreement does not make notification of a change in ownership, the remaining balance of payments within the term and scope of this agreement will be due and payable immediately to Contractor. Customer has the option to terminate this agreement immediately upon notification of ownership change if they choose to do so.

Insolvency

The insolvency or initiation of bankruptcy proceedings by either party shall constitute grounds for immediate termination of this agreement.

Disputes.

Any dispute or controversy between the parties resulting in litigation shall be governed by Florida law. Venue for litigation shall be Lake County, Florida in a court of competent jurisdiction. The prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, including fees arising from post-judgment collection or appellate proceedings.

Property Damage and Indemnification

CONTRACTOR shall be responsible for all property damage caused by any of its employees, agents and representatives. Further, CUSTOMER shall have the unconditional right to offset any and all payments due hereunder to the extent of any property damage caused by CONTRACTOR which is not promptly remedied, on a dollar for dollar basis in such amount as is necessary to compensate CUSTOMER for any and all necessary repairs or replacement. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel reasonably acceptable to CUSTOMER) and hold harmless the CUSTOMER, its consultants, agents, employees of any of them from and against claims, damages, loss and expenses, including, but not limited to, attorneys' fees, arising out of, relating to, or resulting from the breach or alleged breach of this agreement by CONTRACTOR; and/or the negligent act or omission of CONTRACTOR, a subcontractor of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or

reduce other rights or obligations of indemnity which would otherwise exist. CONTRACTOR shall further, to the fullest extent provided by law, indemnify, defend (with counsel reasonably acceptable to CUSTOMER) and hold harmless CUSTOMER against any assertion of claims, including without limitation any assertion of security interests, by subcontractors or material suppliers for payment for work or materials for which CUSTOMER has paid CONTRACTOR. CONTRACTOR shall further indemnify, defend (with counsel reasonably acceptable to CUSTOMER) and hold harmless CUSTOMER from and against any and all administrative and judicial actions, including reasonable attorneys' fees related to any such actions, and judgments incurred by CUSTOMER in connection with any labor-related activity arising from CONTRACTOR's performance of the Work. The indemnification obligations set forth herein shall not be limited by a limitation on amount of type of damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts. CONTRACTOR's obligations hereunder shall survive CUSTOMER's acceptance of the Work or termination of this Contract.

Subcontractors

No portion of the Work may be subcontracted by CONTRACTOR to a third party without the express written consent of CUSTOMER.

Excusable Delays.

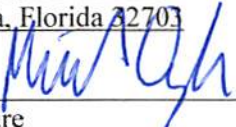
Neither the Contractor nor Customer shall be liable for a failure to perform hereunder arising from causes or events beyond the control and without the fault or negligence of the Contractor or Customer in failing to perform hereunder.

This Agreement is entered into as of the day, month, and year as listed on page one of this Agreement and is legal and binding to both parties for the information and commitments contained herein. An authorized representative for both parties shall execute this Agreement in two (2) original copies. Contractor shall provide a copy of this Agreement to the Customer upon execution.

IN WITNESS WHEREOF, the parties listed above hereby agree:

Contractor

Dora Landscaping Company
4401 Hogshead Road
Apopka, Florida 32703

By: 
Signature
Michael Dylor, President
Printed Name & Title
Date: 12/6/23

Customer

Cambridge at Kings Ridge
1900 Kings Ridge Blvd.
Clermont, FL 34711

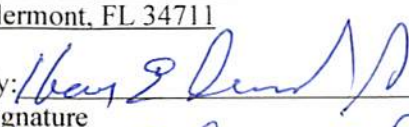
By: 
Signature
Harvey E. Pires, President
Printed Name & Title
Date: 12-6-23

Exhibit "A" Project Specifications
Project Name: Cambridge at Kings Ridge

The below referenced services will be performed during normal business hours, by trained professionals, using only the highest standards and best practices.

Cambridge at Kings Ridge
Landscape Maintenance Program (52 Services)

- A. **Mowing:** All turf areas will be mowed weekly during the months of April thru October and a minimum of every other week or as necessary to keep a clean look during the months of October thru March. (Approximately 42 cuts)
- B. **Edging:** Edging of all curbs, sidewalks, and all other paved areas, will be performed with the mowing schedule. Planter beds and tree saucer/circles will be performed on every other mowing schedule date.
- C. **String trimming:** String trimming will be done at the same time as the mowing schedule. All areas not accessible with the lawn mowers will be string trimmed.
- D. **Detailing of planted areas, bushes and shrubs:** Trimming, pruning, and shaping of plant material in beds will be done on a four-week rotational basis to keep all planting areas neat and clean in appearance. Shrubs will be trimmed and shaped to maintain their natural shape and size. Sticks and debris to be raked and removed from bed areas on a four-week rotational basis.
- E. **Weeding of shrub and tree beds:** Beds will be kept clean and reasonably free of weeds chemically or pulled by hand to keep a neat and clean appearance. This will be done during the regular maintenance and mowing schedule. "Spectacle G" granular pre-emergent will be applied quarterly to the beds.
- F. **Privacy Hedge:** Trimming, pruning, and shaping of the privacy hedge be done once per month during the month to keep a neat and clean appearance. Hedge will be maintained to be no taller than 6' in height. (Approximately 12 Trimmings)
- G. **Debris Removal:** Landscape debris will be blown off and cleaned up each visit. Trash will be removed from the lawn and plant beds each visit. Contractor will blow, rake, pick up, and bag leaves in street and ten feet into yards on a bi-weekly basis between December 15th and April 15th. Contractor will perform one annual leaf clean out of the entire front yard turf and plant beds, and all common ground turf areas.
- H. **Small Landscape Trees:** Overhanging limbs will be maintained to a height of 10' for walkways, 12' for parking areas, and 15' for roadways. Limbs larger than 4" in diameter require an additional work authorization. Ligustrum, holly, and other ornamental trees will be pruned up to 15' in height to preserve their natural shape. Trimming of crape myrtle trees with an overall height of 12' or less are included.
- I. **Palm Trees:** Palm pruning is included up to 15 ft tall OA. Palms will be trimmed on an as needed basis to maintain a neat and clean in appearance.
- J. **Irrigation:** Monthly irrigation inspections are included in this agreement. Monthly irrigation inspections to include operating all zones, valves, and controllers once per month to insure proper operation and coverage of heads. Irrigation repair work requires a separate work authorization. Damage from Dora Landscaping Company employees shall be repaired at no charge. Irrigation work greater than \$1,000.00 requires a separate work authorization.
- K. **Fertilization and Pest Control on shrubs:** All fertilizers shall be high quality well blended liquid or granular fertilizer. Turf to receive (4) treatments per year. Turf to receive a spring and fall granular treatment, and all other treatments will be liquid. Turf to receive (1) Arena treatment per year. Shrubs to receive (2) treatments per year. Integrated pest management services shall utilize the safest chemical to

treat the target pest at the lowest threshold rate and shall coincide with regular scheduled treatments.
Termites, mice, and nematodes are not covered under this agreement.

End Project Specifications

Exhibit "B" Summary of Costs
Project Name: Cambridge at Kings Ridge

Description	Fee
Weekly Grounds Management Services	\$10,540.11 per month
Monthly Irrigation Inspection	Included
Fertilization and Pest Control	Included
Leaf Clean up	Included
Total	\$ 10,540.11 per month \$ 126,481.32 Annually

Additional Services:

Service:	Cost Per Unit
Mulch	Priced at time of service
Additional Bedding Plants (Annuals)	Priced at time of service
Palm Pruning Included up to 15' OA	Above 15', Priced at time of service
Crepe Myrtle Pruning Included up 12' OA	Above 12', Priced at time of service