



June 20, 2022

Jupiter Lakes Villas Condominium Association  
c/o Realtime Property Management  
140 Intracoastal Pointe Drive, Suite 403  
Jupiter, FL 33477

### **Landscape Service Agreement**

We appreciate the opportunity to work with you as your landscape service provider of choice. Revival Landscape Services LLC is a full-service landscape maintenance company offering the following services:

*Maintenance* – The cornerstone of a successful landscape company. We take pride in our work and our top priorities are quality work and great communication.

*Tree Trimming* – We have a full-time tree trimming department with certified trimmers overseen by a Florida Certified Arborist. We would love to help you create a custom tree trimming plan to meet your specific needs.

*Agronomics* – We have a full-time agronomic department with licensed applicators overseen by a Florida Certified Pest Control Operator. We are always on the lookout for pests, diseases, and nutrient deficiencies. Most common pests and deficiencies are easily controlled through our Integrated Pest Management approach.

*Install & Design Services* – Revival Landscape Services offers free design services for our maintenance customers! We can digitally enhance photos to show your landscape's potential and our landscape division are installation experts.

*Irrigation* – We offer full irrigation maintenance and repair services with our licensed, in-house team.

We are committed to fulfilling the specific landscape needs of your property as proposed in the enclosed *Landscape Service Agreement*.

All the terms of this *Landscape Service Agreement* are acknowledged and agreed to upon execution on page ten. This agreement shall be in effect for the period October 1, 2022, through December 31, 2023.

The prices stated under this Agreement are binding unless Jupiter Lakes Villas Condominium Association, here forward referred to as *Owner/Client*, fails to accept this agreement within 90 days from the date on which it was submitted by Revival Landscape Services LLC here forward referred to as *Contractor* or unless the scope of services changes.

Thanks again for this opportunity. Please do not hesitate to contact me if you have any questions.

Sincerely,

Rob Gresham

Owner

O – 561.966.1448

E – Office@revivallandscape.com

Initials\_\_\_\_\_



## Jupiter Lakes Villas COA

### Service Summary & Pricing

|                                                                                                                                      | <u>FREQUENCY</u> | <u>PRICE / YEAR</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------|
| ▶ <b>Mowing Service</b><br>Mowing, edging, string trimming, and blowing                                                              | 42 Services / Yr | \$35,280.00         |
| ▶ <b>Detail Service</b><br>Prune, Trim, Weed, Detail all beds & plant material.<br>Trim all Trees under 8 feet & Palms under 12 feet | 12 Services / Yr | \$25,200.00         |
| ▶ <b>Irrigation System Maintenance</b><br>See Exhibit A                                                                              | 12 Services / Yr | \$6,000.00          |
| ▶ <b>Horticultural Program</b>                                                                                                       |                  | \$7,356.00          |
| Turf Fertilization                                                                                                                   | 4 Apps / Yr      |                     |
| Ornamental Shrub, Tree & Palm Fertilization                                                                                          | 2 Apps / Yr      |                     |
| Integrated Pest Management                                                                                                           | 12 Apps / Yr     |                     |
| Turf Broadleaf Weed Control                                                                                                          | 2 Apps / Yr      |                     |
| <b>Total Investment for the Services Above:</b>                                                                                      | <b>Annual</b>    | <b>\$73,836.00</b>  |
|                                                                                                                                      | <b>Per month</b> | <b>\$6,153.00</b>   |

## **LANDSCAPE SERVICE AGREEMENT**

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified in the following *Landscape Service Agreement* Terms and Conditions.

### **I. LAWN CARE**

#### **Mowing and Edging:**

Lawns shall be mowed 42 times per year. During extended rainy or dry periods mowing will take place as conditions dictate. If a mowing service is missed due to weather related reasons, it will be made up at another time in the contract period. Mowing height will be based on what is horticulturally correct for the turf variety and season. Edges shall be trimmed as necessary to maintain a neat appearance.

#### **Fertilization:**

St. Augustine lawns shall be fertilized 4 times per year with a commercial grade fertilizer that meets or exceeds current State of Florida BMP criteria. During certain seasons, combination products may be used to help control turf damaging insect populations or turf weeds.

#### **Disease control:**

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will propose treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly application of disease control products although such protection is available at substantial additional costs.

#### **Insect control:**

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These services will be billed separately from the contract price. There are two insect infestations specifically excluded:

1. Fire Ants: These treatments do not include the prevention of fire ant infestation which is available at added cost. Fire ant baits will be used to treat existing mounds.
2. Nematodes: Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments can be provided at additional cost.

#### **Weed control:**

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, two blanket treatment of liquid broadleaf weed control will be made to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the re-sodding which will be quoted at additional charge.

## **II. GROUND COVER AREA/SHRUB AREAS**

### **Edging:**

Edge ground cover as needed to keep within bounds and away from obstacles.

### **Pruning:**

Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Selective pruning of the entire property will occur each month, or twelve times per year.

### **Weed Control:**

Beds shall be kept reasonably free of broadleaf or grassy weeds by mechanical means or with the application of pre and post-emergent herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem. Weed control will be performed a minimum of once per month or as needed in the growing season.

### **Fertilization:**

Ornamentals shall be fertilized 2 times per year with a commercial grade slow-release fertilizer that meets or exceeds current State of Florida BMP criteria.

### **Fungicide:**

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted. Approved fungicides can be applied to slow or stop the progression of some diseases but often cannot destroy the pathogen. Disease *prevention* is not included in this agreement.

### **Pesticide:**

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

### **Control of imported pests:**

Certain locations in the United States such as Florida have a history of accidental introductions of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem, Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer. Examples of imported pests found on shrubs include but are not limited to Ficus/Spiraling Whitefly, Pink Hibiscus Mealybug, and Lobate Lac Scale.

### **III. TREE CARE**

#### **Pruning:**

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised.

#### **Palm Pruning:**

Height limitation for palm pruning covered in this specification is 12 feet. Palms over 12 feet in height should be trimmed once or twice per year to maintain clearance from buildings, lights, etc

#### **Staking:**

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client. Installing or removing stakes is not included in this agreement and will be performed at an additional cost.

#### **Pesticide:**

The height limitation for pesticide treatments in trees and palms is 8 feet. Treatment to foliage above this height will be made at an additional cost, if possible, once approved by the Client.

### **IV. MULCHED AREA**

We highly recommend utilizing mulch on your property to lower the PH and hold moisture to allow your plants to absorb more micronutrients. In those areas with excessive mulch build-up alternatives will be discussed with the client. Mulch is not included in this contract but can be supplied and installed upon request.

### **V. IRRIGATION SYSTEM**

Watering should be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant material in the landscape. In some circumstances, water scheduling may be restricted by local watering restrictions. Where practical, watering shall be done at night or early in the morning if the system is automatic, unless notified otherwise by the owner. Any damages to the irrigation system caused by the Contractor to properly installed system components shall be repaired without charge. Faulty equipment, vandalism, or accidental damage caused by others shall be reported promptly to the client. See Exhibit A for further details.

### **VI. ANNUAL COLOR**

Annual flowers are not included in this contract but can be supplied and installed upon request.

## **VII. DEBRIS CLEANUP**

All landscape areas shall be inspected on days of service and normal amounts of debris removed. This excludes storm related damages. Gardening debris, generated from our work, shall be removed on days of service.

## **VIII. STORM CLEANUP**

Storm cleanup is considered an additional service. Hurricane agreements will be delivered to customers by June 1<sup>st</sup> each year.

## **IX. CONTRACTOR RESPONSIBILITY**

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

### **Work Force:**

All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

### **Materials:**

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

### **Product Control:**

All control materials shall be approved for specific use by the US Environmental Protection Agency and local government agencies.

### **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials on the Owner/Client's property. This includes, but is not limited to, hypodermic needles, condoms, feminine hygiene products, etc. Contractor shall only be obligated to communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others.

### **Licenses and Permits:**

Contractor will maintain a Landscape Contractor's license and will comply with all other license and permit requirements of the City, State and Federal Governments.

### **Taxes:**

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

### **Insurance:**

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Owner/Client.

Liability:

It is understood and agrees that the Contractor is not liable for any damages of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.

Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown in Section XI of this agreement. Any services rendered in addition to or beyond the scope of work required by this agreement shall be billed separately.

## **X. OWNER/CLIENT RESPONSIBILITY**

Utilities:

All utilities shall be provided by the Owner/Client.

Access to Jobsite:

Owner/Client shall furnish access to all parts of the jobsite where Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due 15 days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving 10 business days written notice for nonpayment, after the payment is delinquent.

Notice of Defect:

Owner/Client shall give contractor at least 10 business days written notice to correct any problem or defect discovered in the performance of the work required under this agreement. Contractor will not accept any deduction or offset unless such written notice is given and Contractor agrees to the offset.

## **XI. OTHER TERMS**

Assignment:

The Owner/Client and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.

Payment:

All labor and material necessary to accomplish the work outlined in this agreement shall be provided for the sum of Seventy-Three Thousand Eight Hundred Thirty Six Dollars (\$73,836.00) per year payable in 12 monthly installments of \$6,153.00. Billing will begin October 1, 2022, and end December 31, 2023. At the end of the initial contract term an extension will be negotiated and a mutually agreed upon service fee increase will be added to the contract. The potential increase will be dependent on economic factors such as the CPI, inflation index, and changes in labor and material costs.

You will receive your first invoice within 30 days of our service commencement date and can expect to receive them monthly thereafter by the 10<sup>th</sup> of each month. All billings are due and payable 15 days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within 30 days of invoice. Should it become necessary for Revival Landscape Services LLC to pursue collections of outstanding invoices, Jupiter Lakes Villas Condominium Association, agrees to pay attorney's fees, court costs, interest, and all expenses incurred in said collections.

For the convenience of the Owner/Client, the monthly charge under this agreement is an average of the total charge for all work to be performed under the agreement divided by the number of calendar months included in the payment period of the agreement. In the event this agreement is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Owner/Client through the date of termination. This is because substantial portions of work for the year may be performed in the early months of each year of the agreement including potentially significant mobilization costs in start-up and the cost of work will not be fully recovered by the Contractor until all monthly payments under this agreement have been received.

I confirm that I have full power and authority to enter into this Agreement on behalf of the Owner/Client. I have read, understand and agree to the foregoing agreement and hereby accept on behalf of the Owner/Client.

**Client Approval**

Client/Owner:

Jupiter Lakes Villas COA  
c/o Realtime Property Management  
140 Intracoastal Pointe Drive, Suite 403  
Jupiter, FL 33477

Contractor:

Revival Landscape Services LLC  
800 13<sup>th</sup> St  
Lake Park, FL 33403

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Print Name and Title Print Name and Title

Date: \_\_\_\_\_ Date: \_\_\_\_\_

END

Initials\_\_\_\_\_

## Exhibit A

### Irrigation Scope of Work

1. Provide monthly wet test of the entire system, zone by zone.
2. Unclog all heads and install screens to reduce future clogging.
3. Set the correct start time, time of day, day of week, days to run and run times according to local water restrictions and taking into consideration the time of year and plant watering needs.
4. Repair or replace all broken or malfunctioning sprinkler heads. **The labor for these repairs is included in the cost below but all materials used shall be charged to the customer as an additional expense.**
5. Repair all broken pipes up to and including 3/4" diameter. Pipes under roads, walks, trees, drives, etc..., pipes in root systems and pipes other than PVC are not included. **The labor for these repairs is included in the cost below but all materials used shall be charged to the customer as an additional expense.**
6. Any repairs to clocks, valves, electrical, hydraulics, pumps, motors, pipes under roads, walks, trees, buildings, etc..., clogged pipes, pipes over 3/4" diameter, relocating heads, adding heads, damage caused by Contractors, Acts of God, Vandalism, etc., and calls between services shall be performed at a rate of \$65.00 per Technician man-hour.
7. Provide detailed work orders describing what was done, at what location, with all materials listed for said repair.
8. All materials used shall be charged to the customer. Depending on the amount of repairs during the first service only, additional labor may be billed to bring the property up to a maintainable standard.

*\*NOTE: Original repair list should not be considered a comprehensive list. Breaks, clogged pipes, or malfunctioning valves may prevent a full inspection until those items are resolve and the remainder of the system can be evaluated. The most inclusive list possible will be provided from the information that can be determined during each month's inspection. Property owners should budget 5-15% of the capital value of the system for repairs as an industry norm.*

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