



YELLOWSTONE

LANDSCAPE

Excellence

IN COMMERCIAL LANDSCAPING

Landscape Maintenance Services Proposal
prepared for

**JUPITER LAKES VILLAS
CONDOMINIUM ASSOCIATION**

Property Manager
Realtime Property Management

431 Jupiter Lakes Blvd Jupiter, FL 33458



Bridgette Davey
Property Manager

Realtime Property Management
431 Jupiter Lakes Blvd

Re: Landscape Maintenance Services Proposal for **Realtime Property Management**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Jupiter Lakes Villas Condominium Association**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Current Observations:** This section documents the current condition of your landscape, identifying issues we have observed including future enhancement opportunity.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Yellowstone Local Team:** Overview of our local team, information of Yellowstone, and Management flow chart and Management Detail.
- **Design Renderings:** Potential Design renderings to bring more value to your community landscape.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Hurricane Plan:** Our hurricane plan including pre and post storm practices.
- **Company Insurance and Reference:** This Section includes our insurance COI, Financial Statement and References.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Damien Boutiette,
Yellowstone Landscape

561.723.1415

dboutiette@yellowstonelandscape.com

CURRENT OBSERVATIONS

This section includes photos taken during our initial observations of your property's landscape. They represent some of the areas and issues that would be an immediate focus for our service teams as a part of our Startup Plan.



JUPITER LAKES SOD REPLACEMENTS

Opportunities to replace sod in areas for overall landscape appeal.



JUPITER LAKES ENTRANCE

Opportunities for curb appeal with new design or adding color to front entrance areas.

CURRENT OBSERVATIONS

This section includes photos taken during our initial observations of your property's landscape. They represent some of the areas and issues that would be an immediate focus for our service teams as a part of our Startup Plan.



JUPITER LAKES BEDS

Herbicide can help with the weeds in the beds with consistent monthly treatments.



JUPITER LAKES DESIGN OPPORTUNITIES

Yellowstone can help provide solutions to the overall appearance of the property with designs and installing right plant, right place.

CURRENT OBSERVATIONS

This section includes photos taken during our initial observations of your property's landscape. They represent some of the areas and issues that would be an immediate focus for our service teams as a part of our Startup Plan.



JUPITER LAKES SOD HEIGHT

Grass is being cut a little too short, need to raise the blade up so you don't scalp in areas of inclines.

DRAFT

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- ☐ Meet with HOA to review 30 – 60 – 90 Day Plan
- ☐ Discuss with HOA our “Approach to Services” and “Service Map”
- ☐ Begin maintenance – mowing, blowing and edging-leaf removal
- ☐ Discuss options for turf areas beyond reclamation
- ☐ Begin weed control in planting beds
- ☐ Begin bed separation trimming in all planting beds
- ☐ Discuss removing severely declining plant material
- ☐ Identify missing and dead shrub material throughout property
- ☐ Determine IPM program on turf, schedule growth of turf and fertilize prior to applying any turf weed control optional pricing given.
- ☐ Walk Property with HOA officials to identify other areas of concern

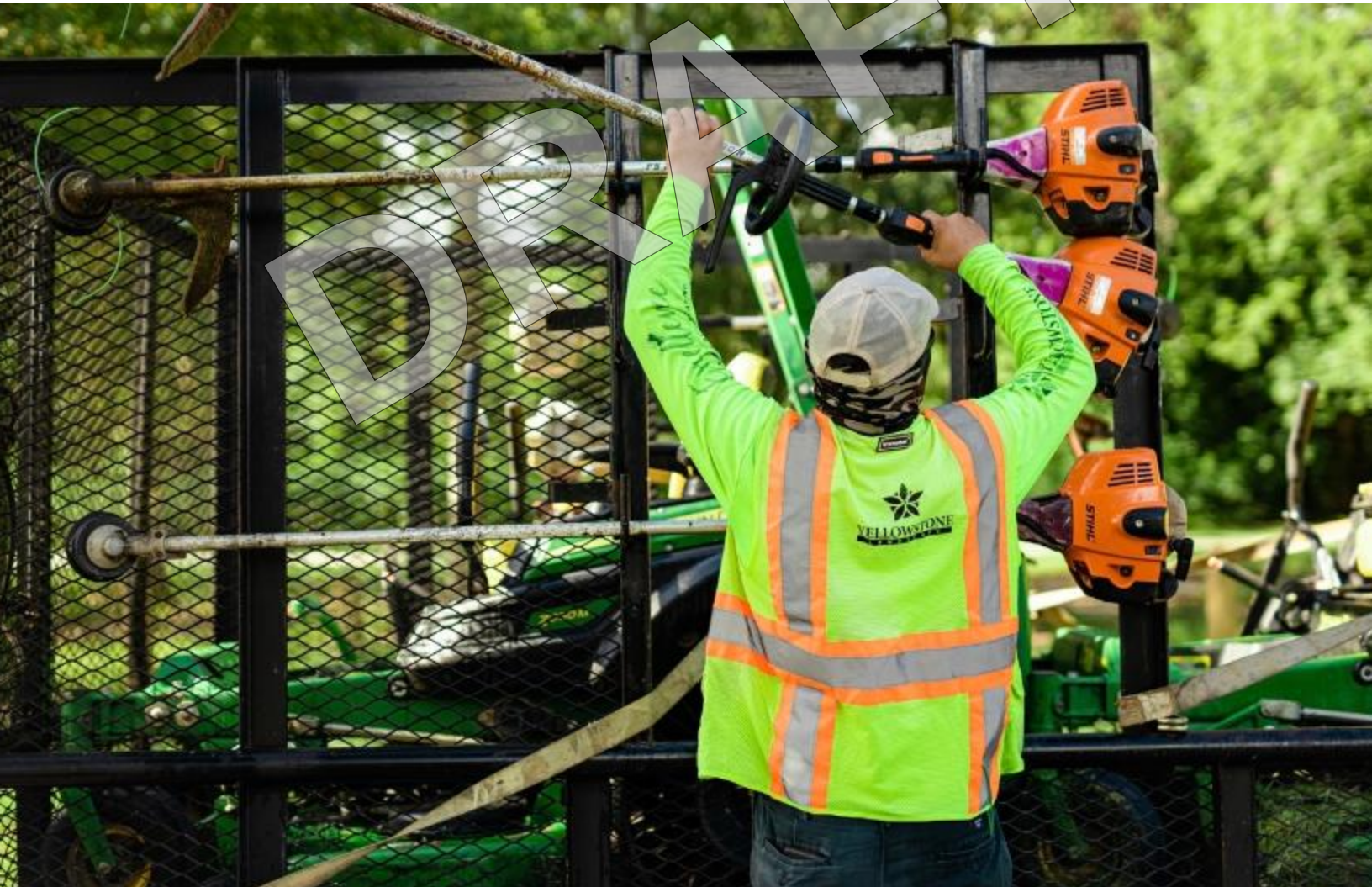
DAYS 30-60

- ☐ Walk property with HOA to evaluate improvements
- ☐ Evaluate our “Approach to Services” and make any necessary adjustments
- ☐ Continue routine maintenance – mowing, blowing and edging-leaf removal
- ☐ Continue bed separation in all planting beds
- ☐ Continue weed control applications throughout property
- ☐ Monitor insect and disease problems in plant material throughout property
- ☐ Discuss options to improve “curb appeal” in high profile areas



DAYS 60-90

- ☐ Walk property with HOA to evaluate improvements
- ☐ Assess results from actions taken in 30 day and 60 day plans
- ☐ Turf weed applications as needed optional pricing given
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Continue routine maintenance – mowing, blowing and edging-leaf removal



YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:

Kevin Frost

Branch Manager

Kevin leads our Lake Worth Branch as if it were his own business. He started with Yellowstone in 2021 with over 25 years experience as a Certified Golf Course Superintendent. Detail and client orientated, Kevin has leadership skills to manage both Customer Services and Budgets within landscape services. Responsible for management operations and personnel within our branch. His primary responsibilities are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services.

Sueanna Nelson

Business Manager

Sueanna has been with Yellowstone since 2013, starting as intern. Has worked the management team, including Account and Branch Management over the years throughout Palm Beach and the Treasure Coast. She has a strong understanding of production in the field and assisting communities with yearly budgets, planning, and design. Responsible for growing our business and working to ensure the needs of clients are communicated to our team and executed fully. Sueanna remains involved with new clients as assist with foster the working relationship.

Damien Boutiette

Business Development Manager

Damien has over 10 years of Estimating and Account Management in Landscaping. He has traveled all over South Florida and even to the west coast around Naples and Ft. Myers areas for landscaping opportunities. An avid student of plants and trees, Damien has design knowledge as well and has many properties with plants and trees that he installed over the years. With a high level of detail and organization, he is a great solution provider for Yellowstone Landscape.

Matthew Feliciano

Irrigation Manager

Matthew has over 15 years of Irrigation Management experience. He is proficient in planning, managing, mapping zones, troubleshooting and install. He manages all irrigation techs, troubleshoots all irrigation issues, and can provide long-term improvement plans. Matthew is very organized and understands all aspects of irrigation management.

Victoria Vazquez

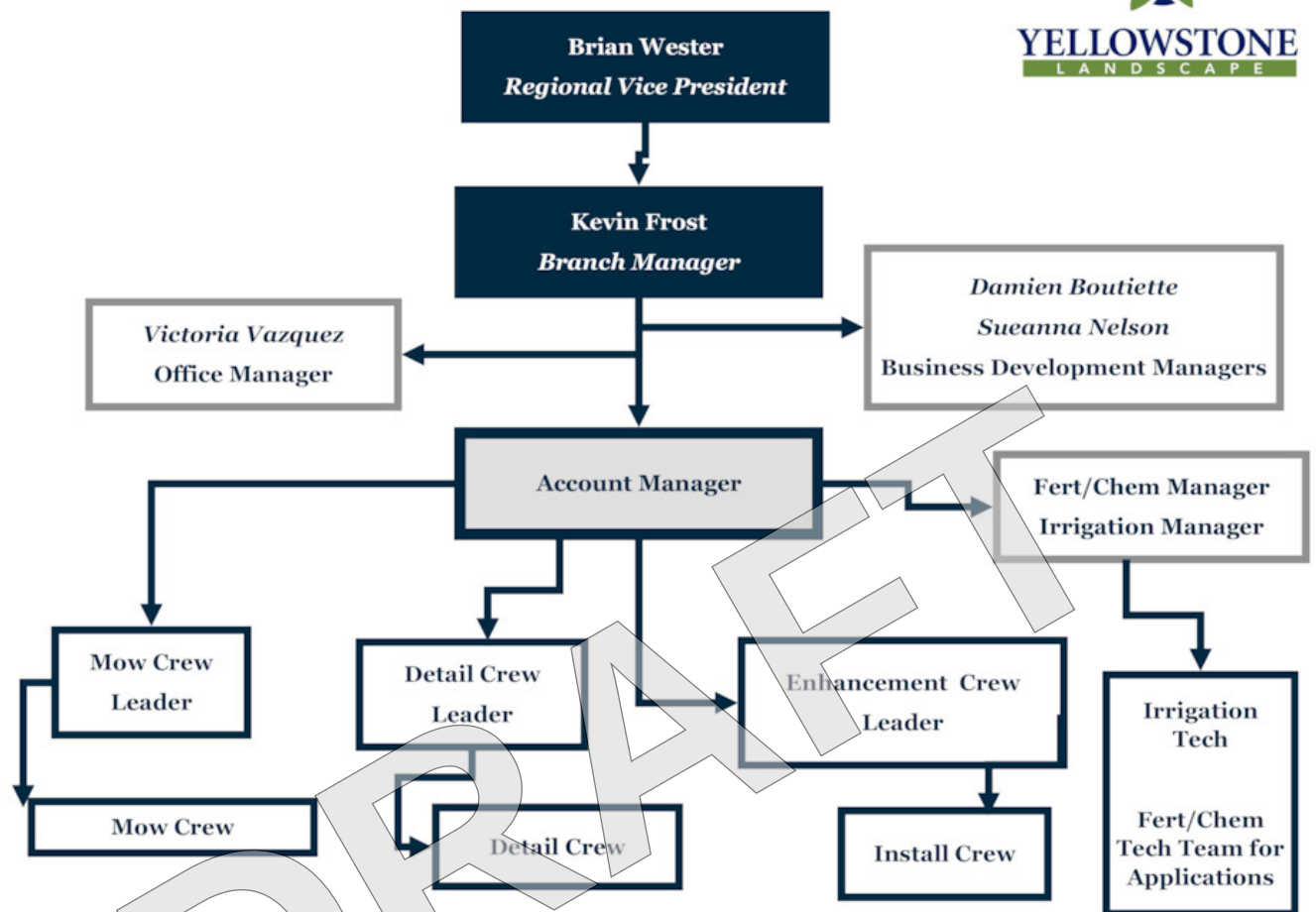
Office Manager

Victoria is responsible for managing the business operations of the branch. Her primary responsibilities include onboarding of new employees, directing customer calls to the appropriate manager and working with our billing department to assist in services delivered.

Jack Simmons

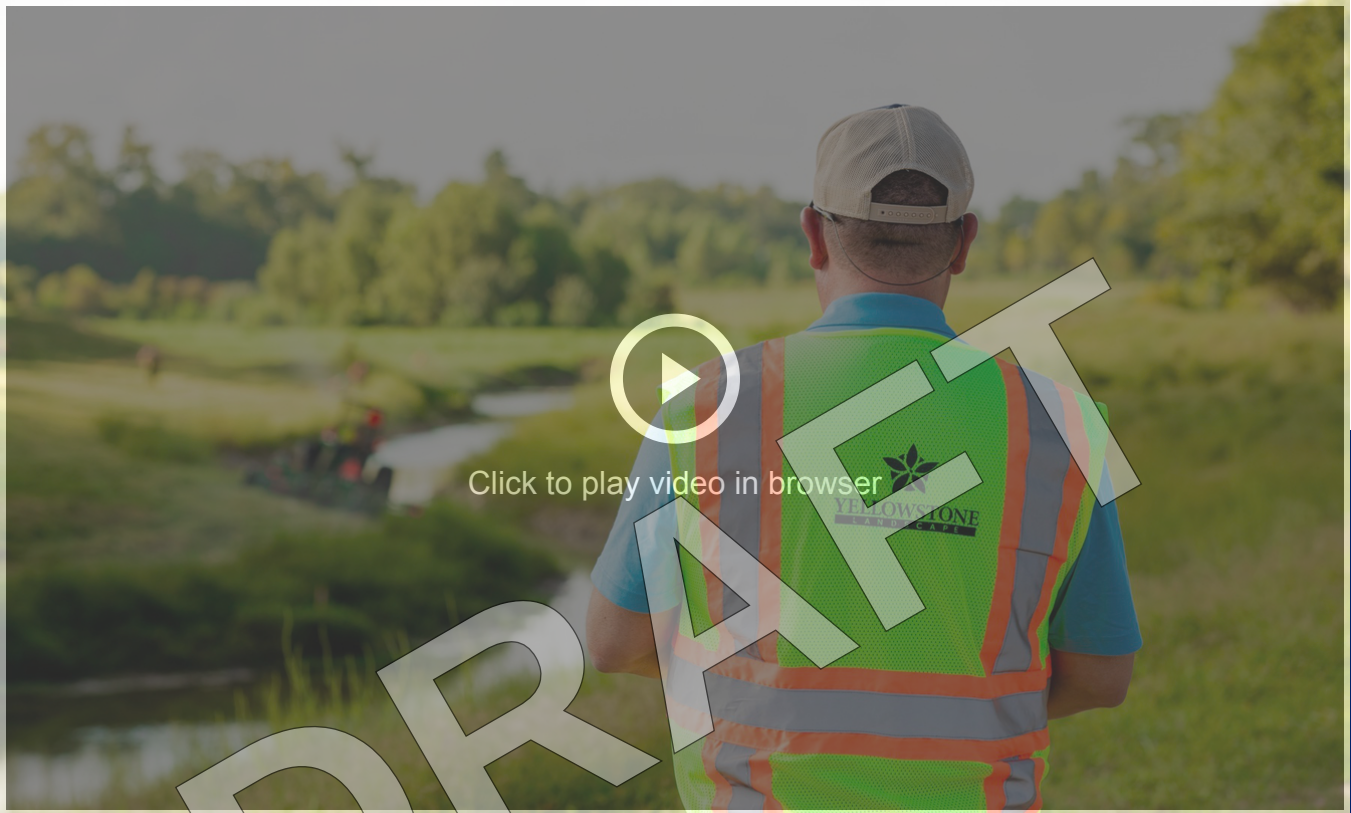
Lead Landscape Designer

Jack runs our design department for the Southeast, he has a few Jr. Designers that support the region. Since his start with Yellowstone Landscape in 2013, Jack has created thousands of beautiful designs for clients. He works closely with clients to understand the needs and provides realistic design and planners. All Designers are specially trained as creative professional for renderings. Very knowledgeable of both aesthetic design principles and the local plant palette.



ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro
President/Secretary
Clover Creek Community

Proud to Serve South Florida



Excellence in Commercial Landscaping Now Serving South Florida

Yellowstone Landscape is proud to serve South Florida's commercial landscaping needs from any of our 3 branch locations. With more than fifteen years experience in South Florida, we're expanding our service area to reach even more communities and commercial properties.

Offering landscape design, landscape installation, and landscape maintenance

services, our partnerships include some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, apartment communities, retail centers and estate homes.

Our service teams are ready to provide you with the South Florida's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

Port St. Lucie
2665 SW Domina Road
Port St. Lucie, FL 34953
772.200.4571

Lake Worth
2269 2nd Ave N
Lake Worth, FL 33461
561.241.2424

Fort Lauderdale
2590 NW 4th Court
Fort Lauderdale, FL 33311
954.768.9806

Services for Homeowner Associations



Our comprehensive landscape services for Homeowner Associations are designed to **create beautiful and healthy environments** and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the

right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

Key benefits of a professionally maintained landscape include:

- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services

DESIGN RENDERINGS

Need your landscape to look its best, but you're not quite sure where to get started?

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground. And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.



PLEASE NOTE THAT ALL RENDERINGS
SHOW PLANTS AT FULL MATURITY.



DESIGN RENDERINGS



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DESIGN RENDERINGS

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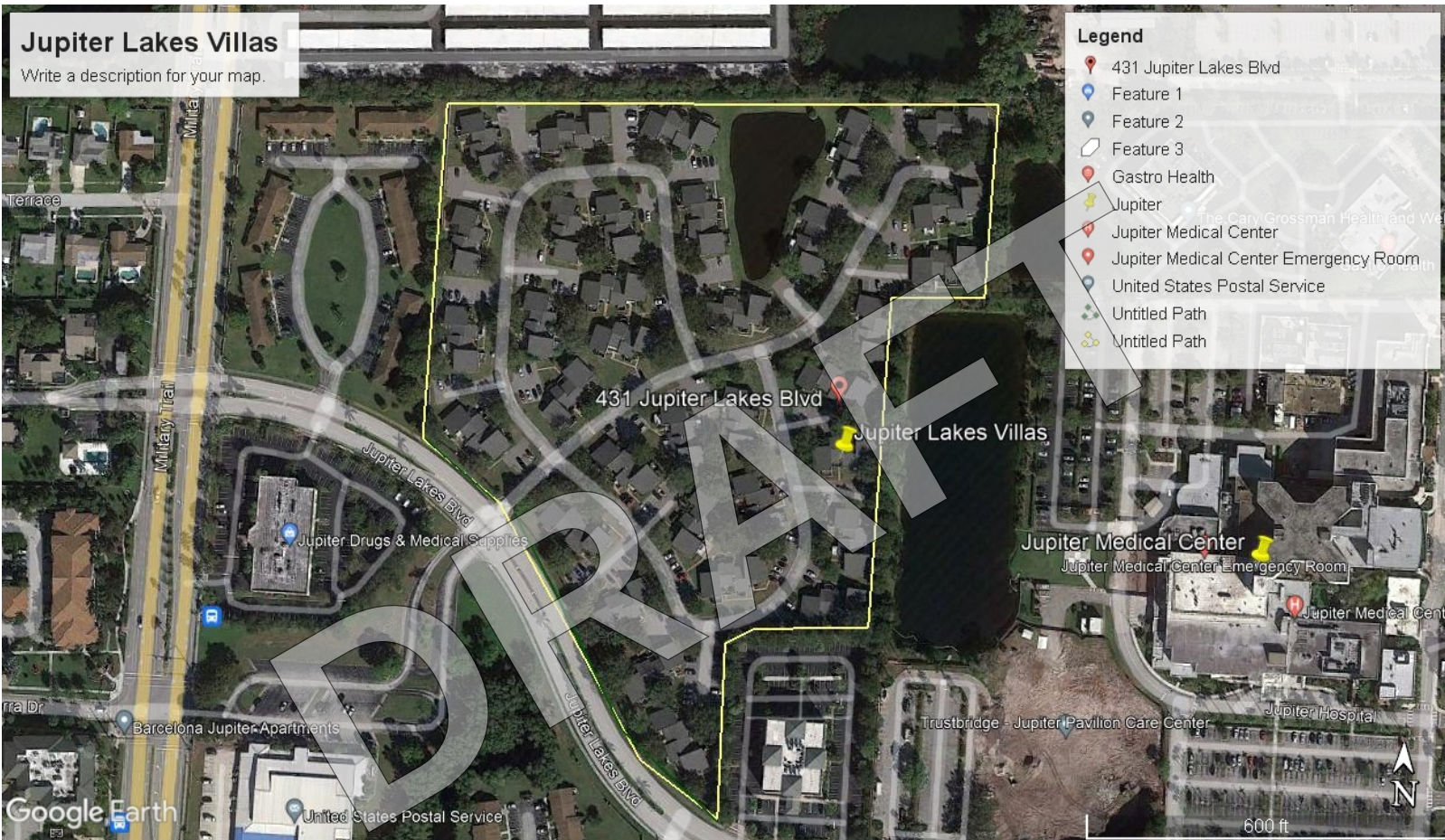
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PLEASE NOTE THAT ALL RENDERINGS
SHOW PLANTS AT FULL MATURITY.



SERVICE AREA: JUPITER LAKES VILLAS





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Various mowing patterns will be employed where accessible to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor. Proper equipment to be used for different types of turf surfaces.
- Should objects be in the turf (such as but not limited to: landscape lighting, furniture, décor, playsets, etc.) our equipment will not be liable for damage or may skip around the area causing for longer turf but to avoid inevitable damage.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- "Hard" edging and string trimming will be performed in conjunction with turf mowing operations. "Soft" edging will be performed in conjunction with turf mowing operations on every other cut.
- String Trimmer or Edging may be skipped in areas where rock or other ground cover material present a danger to property or people.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites). Includes Leaf drop during service.
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client. Yellowstone Landscape will also remove leaves from properties during each service.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Fertilizer pricing has been provided separately and may be provided by others. Separate price has been given.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT AND DISEASE CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of others. Yellowstone will monitor and work with local provider onsite.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals. Yellowstone not responsible for incurable diseases or viruses that cannot be treated such as Mosaic Virus for example.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 8 feet above the ground is included.
- Palm Trees up to 12 feet will have only brown or broken fronds removed at time of pruning.

FERTILIZATION

- Shrubs and ground cover should be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees should be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees should be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants should be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments,
- Yellowstone landscape is not responsible for incurable diseases or fungus that cannot be treated such as Ganoderma for example.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees nor will "chemical" type edging

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections normally would include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading and trim as needed to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.



2022 Hurricane Plan

With the 2022 hurricane season fast approaching it is important that your property prepares for the potential of a hurricane hitting

Based on our experience, Yellowstone would like to inform you of our emergency Hurricane response plans for this year.

- **PRE-HURRICANE PREP**

- Several days before a hurricane is scheduled to hit our area, Yellowstone Landscape will make sure we have the proper equipment and supplies in inventory.
 - Chainsaws (chains, oil, fuel, PPE buckets)
 - Generators
 - Fuel (all trucks filled and onsite fueling tanks full)
 - Debris storage area emptied / cleaned
 - Tree stakes / Tree Straps / Binding materials
 - Place large machinery rentals on hold
 - Place dumpster rentals on hold
 - Small items / tools
 - Have debris removal trucks on call
- Reach out to other branches and establish a plan for support in the case of a major hurricane.
- Establish a plan of contact in the case that cell service is not available.
- Map out areas where debris can be piled until it can be hauled off site. This will also help expedite clearing of roadways.
- Shut down irrigation pump stations.

- **POST HURRICANE PLAN**

- **PHASE 1 - ASSESSMENT**

- As soon as it is safe to be out on the road, dispatch assessment team (YL Managers) to Communities to determine high priority areas and an initial plan of attack based on assessment. Determine how many laborers will be needed to get the streets clear of debris as quickly as possible (48-hour goal)

- **PHASE 2 – INGRESS / EGRESS CLEAN-UP**

- Once assessment is complete, crews will be dispatched. Any additional help needed from the branch or surrounding branches will be on call based on severity of storm. (Branches in Palm Beach, Port St Lucie, Fort Lauderdale Orlando, Daytona, Tampa, Bunnell, Jacksonville – and beyond the state of Florida as needed). The primary focus will be on clearing roadways and eliminating any dangerous situations. At this point, only the necessary debris will be removed and/or taken to pre-approved on-site staging areas. The main goal here is to allow access to the property.

- **PHASE 3 – CLEAN-UP / DEBRIS REMOVAL**

- Phase 3 will focus on the continued clean-up of the common area property. Yellowstone will begin removing the debris and begin staking any trees during this phase of the clean-up. This phase will take the longest and will culminate with the removal of stumps, repairs to irrigation systems and dealing with any final aesthetic issues. A dedicated Hurricane Clean-up crew (size will be based on severity of storm) will be utilized onsite when normal maintenance crew resumes their contractual duties. Rate structure will be as follows:

Labor Rates

○ Manager / Supervisor	\$ 95.00 / hour
○ Foreman / Technician	\$ 78.00 / hour
○ Laborer	\$ 55.00 / hour

Equipment Rates

○ Skid loader	\$ 110.00/hour(6-hour minimum)
○ Dingo	\$ 95.00 / hour (6-hour minimum)

Dumpster Rates

○ 30 cubic yards	\$ 750.00 / pull
○ 40 cubic yards	\$ 945.00 / pull

- You will notice that these fees are a little higher than our normal fees. In establishing these rates, we must account for the many unrealized costs associated with post storm clean up. Some of these additional costs include:
 - LABOR COSTS - Post storm labor rates run at a premium due to the amount of work that exists throughout the entire area. The average work day runs 12 to 15 hours per day, which results in a large amount of overtime.
 - PRE-STORM INVESTMENT – We make a substantial investment in equipment and supplies to ensure that we are able to respond in the storm’s aftermath. Some of these items include:
 - fuel storage containers
 - chainsaws, blowers
 - spare parts for all equipment
 - alternate methods of communication
 - generators, trash pumps
 - traffic control devices, safety gear
 - tree straps, ropes, rakes, shovels, trash bags, other hand tools
- INCREASED OPERATING COSTS – While fuel costs are controlled the distribution of fuel can be very expensive. We also operate twenty-four hours a day in order maintain and repair the equipment used during the daytime hours.

-- PRE-AUTHORIZATION SECTION --

Property Name(s): _____

Primary Contact Person: _____

Cellular Phone: _____

Secondary Contact Person: _____

Cellular Phone: _____

Precede with **PHASE 1 CLEANUP** efforts: YES NO Not to Exceed amount per property: _____

Precede with **PHASE 2 CLEANUP** efforts: YES NO Not to Exceed amount per property: _____

DO NOT PROCEED with any work until authorized to do so by: _____

Authorized Signature

Please Print Your Name

____/____/____
Date Signed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

2/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

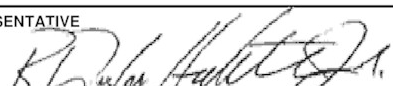
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED YLG Holdings, Inc. 1472881 3235 N State Street P.O. Box 849 Bunnell FL 32110		INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Company INSURER B: Great American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38318 16691	

COVERAGES MAIN **CERTIFICATE NUMBER:** 18231766 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide&Herbicide ☒ SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	1000100115211	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	1000639302211	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$0	N	N	TU0254554403	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	100 0004098 (TX) 100 0004099 (FL) 100 0004100 (AZ, NC) 1000004101(*States Below)	4/1/2021 4/1/2021 4/1/2021 4/1/2021	4/1/2022 4/1/2022 4/1/2022 4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 **WC Policy 100 0004101 includes the following states: GA,IN,IL,NM,NV,SC Palm Isles Master Association, Palm Isles Cond I Association, Palm Isles Condo II Association, Palm Isles Condo III Association, Palm Isles Southwind Estates, and KW Property Management, LLC are included as an Additional Insured with respect to General Liability, as per written contract, subject to terms, conditions and exclusions of policy. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability and Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER	CANCELLATION See Attachments
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

List of Named Insured's:

Yellowstone Holdings, LLC

Yellowstone Intermediate Holdings Inc
YLG Holdings, Inc
Yellowstone Landscape Inc
Ecoscape Solutions Group LLC
YLCSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape – Southeast, LLC
Texas Services, LLC
BLSW LLC
Yellowstone Landscape - Central, Inc
ALSW, LLC
ELSW, LLC
Leaderscape Palm Beach, LLC
SLM Holdings, LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Native Land Design, LLC
LUSA Austin, LLC
Florida Landscape Consultants, LLC
Harvest Partners VIII, L.P.
Bk Parent Holdings
Bk Intermediate Company I, Inc.
Bk Intermediate Company II, Inc.
Bk Buyer, Inc.
Southeast Landscape Management Company, LLC
Crawford Landscaping Group, LLC
Duke's Ground Maintenance, LLC
Acres Enterprises, LLC
Acres Maintenance, LLC
Green-Up Landscape, LLC
Hayden Landscaping & Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties LLC
Arizona's Best Landscape Management

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

PROJECT NAME:

Valencia Cove

CLIENT SINCE:

2017

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Crystaly Gonzalez
General Manager

Lang Management
8430 Blue Mountain Ave
Boynton Beach, FL 33473

P: 561.877.8631
E: vcovepm@langmanagement.com

PROJECT NAME:

Villagio

CLIENT SINCE:

2016

SERVICES PROVIDED:

Landscape Maintenance, Landscape Design, Landscape
Enhancement

CLIENT CONTACT:

Lacey Carr
Property Manager

GRS
Lake Worth, FL

P: 561.967.6814
E: propmgrvillagio@comcast.com

PROJECT NAME:

Mariner Village

CLIENT SINCE:

2016

SERVICES PROVIDED:

Landscape Maintenance, Landscape Design, Fertilization and
Pest Control,

CLIENT CONTACT:

Sharon Caputo - Regional Vice President
RVP - United Communities Property Management

P: 561.254.0231
E: sharon@unitedcommunity.net

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These references are for Vitalia HOA of Tradition. A Community we started servicing in July 2021. The property consist of approx. 1,200 homes.

PROJECT NAME:

Vitalia HOA

CLIENT SINCE:

July 2021

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Marlen Burgos - Property Manager - Campbell Property

E: mburgos@campbellproperty.com

CLIENT CONTACT:

Ted Donaldson - Board Member - Vice President

P: 772-342-3972

E: tedd.vitaliahoa@gmail.com

CORE MAINTENANCE SERVICES	PRICE
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Mowing 42 cuts Includes Mowing, Edging, String Trimming, & Cleanup.	\$49,996.80
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Detail (12) Includes Shrub Pruning & Weeding beds with herbicide	\$22,427.16
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Irrigation (12) 12 wetchecks per year.	\$2,600.62
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Fertilization (4) Turf, (2) Shrubs Includes fertilization of Turf 4 x per year and shrubs 2 x per year with quarterly pest control IPM.	\$7,733.42
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ANNUAL GRAND TOTAL	\$82,758
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DRAFT



CLIENT NAME:	Realtime Property Management
BILLING ADDRESS:	431 Jupiter Lakes Blvd Jupiter, Florida 33458
PROPERTY CONTACT:	Bridgette Davey
PROPERTY CONTACT EMAIL:	Bdavey@realtimepm.com
PROPERTY CONTACT PHONE:	561-763-0086
CONTRACT EFFECTIVE DATE:	TBD
CONTRACT EXPIRATION DATE:	TBD
INITIAL TERM:	One Year
PROPERTY NAME:	Jupiter Lakes Villas Condominium Association
PROPERTY ADDRESS:	431 Jupiter Lakes Blvd Jupiter, FL 33458
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Damien Boutiette
YELLOWSTONE CONTACT EMAIL:	dboutiette@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	561.723.1415
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **82,758.00** annually, in equal monthly installments billed in the amount of **6896.50** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Realtime Property Management



SIGNATURE
Bridgette Davey

Printed Name: Kevin Frost, Branch Manager
Date:

Printed Name: Bridgette Davey
Date:



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each year of this agreement, and for any additional auto-renewal years.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

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YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM