



PALM BEACH TREE & LANDSCAPE
3200 Summit Blvd #16617-West Palm Beach, Fl 33416
(561) 629-3445 PBtreeandlandscape@gmail.com

Jupiter Lakes Villas Landscape Maintenance Contract

This Contract for Landscaping Services is made effective as of _____, by and between Jupiter Lakes Villas ("Client") of 431 Jupiter Lakes Boulevard Jupiter, Florida 33458, and InsideOut Improvements, LLC Dba Palm Beach Tree and Landscape ("Contractor") of 3200 Summit Blvd #16617, West Palm Beach, Florida 33416.

DESCRIPTION OF SERVICES. Beginning on _____, Contractor shall provide to Client the Landscaping Services as described in the attached Exhibit A (collectively known as, the "Scope of Work").

All Landscaping Services shall be completed by Contractor at 431 Jupiter Lakes Boulevard Jupiter, Florida 33458, hereinafter referred to as the Work Site.

SCOPE OF WORK. Contractor shall provide all labor, equipment and materials, to do the above described Landscaping Services at the Work Site.

PAYMENT. Payment shall be made to InsideOut Improvements, LLC Dba Palm Beach Tree and Landscape, West Palm Beach, Florida 33416. Client agrees to pay monthly installment payments of \$3,550. Invoices shall be sent via email on the first day of each month and shall be due at the end of the month.

If any invoice is not paid within 60 days of the date of invoice, interest shall be added to and payable on all overdue amounts at 1.5 percent per month with a maximum of 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

PERMITS. Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. The cost thereof shall be included as part of the Payment to Contractor under this Contract.

INTERMEDIARY. Client shall agree that one designated member of the board and/or Property Manager will be responsible for communication between the client and the contractor. At no time shall the contractor be in contact with residents of the community. All requests, questions or concerns must be brought to the attention of the intermediary, who will then relay the information to the contractor.

INSURANCE. Contractor shall maintain and provide certificates of insurance for general liability, workers' compensation and commercial auto insurance with the following limits:

- General Liability
 - \$1,000,000 per occurrence
- Umbrella Liability
 - \$1,000,000 per occurrence
- Worker's Compensation and Employers' Liability
 - \$1,000,000 per occurrence
- Commercial Automobile Insurance
 - \$1,000,000 per occurrence

SURVEY AND TITLE. Client will indicate the property lines to the Contractor and will provide boundary stakes by a licensed land surveyor if Client is in doubt about the property boundaries.

TERM. This Contract will remain in effect for a period of 12 months. This contract shall renew automatically for an additional 12 months unless either party states otherwise in a written letter no less than 30 days prior to the end of current term.

ACCESS. Client will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Contractor will make reasonable efforts to protect driveways, shrubs, and other vegetation.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Landscaping Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 72 hours from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved through negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek another form of resolution in accordance with any other rights and remedies afforded to them by law.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES. This Agreement shall be signed on behalf of Client by Board President and on behalf of Landscape Contractor by Managing Member and effective as of the date first above written.

CLIENT:

Print: _____ Date: _____

Sign: _____
Jupiter Lakes Villas Board President

LANDSCAPE CONTRACTOR:

Print: _____ Date: _____

Sign: _____
InsideOut Improvements, LLC Dba Palm Beach Tree and Landscape
Managing Member

Jupiter Lakes Villas Condominium Association

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

Landscape Maintenance Scope

Mowing and Edging

1. Grass in all common area grounds to be mowed 42 times per year.
2. Landscape beds to be edged 21 times in conjunction with each grass mowing.
3. Debris on walkways, parking areas, etc. to be removed in conjunction with each mowing.
4. Weed eating to be done around permanent fixtures, trees, buildings, etc. in conjunction with mowing.
5. Mower blades are to be sharpened before each unit.

Trimming and Pruning

1. All shrubs, plants, bushes and low ornamental trees to be trimmed or pruned to maintain proper appearance once a month (12 times a year). All debris from trimming or pruning to be removed from the property by the end of the same day.
2. Limb up for large and medium trees up to eight feet (8")
3. Removal of dead palm branches and seed pods accessible from the ground as needed.
4. All dead bushes to be removed as necessary.

Fertilization

1. Turf Fertilization: Commercial grade, slow release granular fertilizers to be used in all turf. Four (4) application per year.
2. Shrub Fertilization: A balanced granular fertilizer to be used. Two (2) application per year.

Weed Control

1. Flower beds, planter beds and tree rings to be kept free of weeds. All weeds to be removed manually not less than 12 times per year.
2. Spot treatment as required in roadway and parking area cracks with non-selective herbicide.
3. Weed control in all turf areas as necessary.

Pest Control

1. Monthly inspection for insect and disease of shrubs, trees and turf.
2. Insect control on all plants/shrubs as needed.
3. Treatment of turf grass as needed for chinch bug, grubs, etc.
4. Fire any mounds will be treated when spotted or per work order.

Irrigation Maintenance

1. Monthly visuals of each zone in operation (clean clogged nozzles, replace heads, adjust spray patterns, and valve or clock adjustments as required).
2. Repairs and replacements will be invoiced on a time and material basis directly to the Association.
3. The Association will not be held responsible for parts and replacements damaged by mowers and landscape maintenance equipment.
4. Immediately report damages and potential problems to Management and board as they occur.



ESTIMATE #36598

SENT ON:

RECIPIENT:

Realtime Property Management

140 Intracoastal Pointe Drive Suite 306
Jupiter, Florida 33477
Phone: (561) 763-0086

3200 Summit Blvd #16617
West Palm Beach, FL 33416

Phone: 561-629-3445
Email: pbtreetandlandscape@gmail.com
Website: www.PBtreeandlandscape.com

SERVICE ADDRESS:

Jupiter Lakes Villas
431 Jupiter Lakes Boulevard
Jupiter, Florida 33458

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Landscape Maintenance	Monthly lawn and landscape maintenance services. Details attached in scope of work. (Billed on the last day of each month)	1	\$3,550.00	\$3,550.00*

* Non-taxable

Line item prices are subject to change if not all line items are approved. All estimates are treated as a package price. This quote is valid for the next thirty (30) days, after which pricing may change. For any questions, please call the office at (561) 629-3445

Subtotal	\$3,550.00
Florida Sales Tax (7.0%)	\$0.00
Total	\$3,550.00

Signature: _____ Date: _____



ESTIMATE #36597

SENT ON:

RECIPIENT:

Realtime Property Management

140 Intracoastal Pointe Drive Suite 306
Jupiter, Florida 33477
Phone: (561) 763-0086

3200 Summit Blvd #16617
West Palm Beach, FL 33416

Phone: 561-629-3445
Email: pbtreetandlandscape@gmail.com
Website: www.PBtreeandlandscape.com

SERVICE ADDRESS:

Whitehall Condominiums
Tequesta, Florida 33469

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Landscape Maintenance	Monthly lawn and landscape maintenance services. Details attached in scope of work. (Billed on the first day of each month)	1	\$1,950.00	\$1,950.00*

* Non-taxable

Line item prices are subject to change if not all line items are approved. All estimates are treated as a package price. This quote is valid for the next thirty (30) days, after which pricing may change. For any questions, please call the office at (561) 629-3445

Subtotal	\$1,950.00
Florida Sales Tax (7.0%)	\$0.00
Total	\$1,950.00

Signature: _____ Date: _____