



PROPOSAL FOR: JUPITER LAKES VILLAS H.O.A

PROPOSED BY:
SANCTUARY GARDENS
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Lawn and Landscape Maintenance Contract

This contract is an agreement between **Sanctuary Gardens**, hereinafter referred to as the contractor, and **Jupiter Lakes Villas H.O.A.**, hereinafter referred to as the client. Contractor and client hereby promise and agree to the following.

Part I Lawn Maintenance Consideration

A. Mowing, Edging and Trimming: All turf areas shall be mowed so that no more than 3½ - inches of the leaf blades remain after each mowing. We will perform 42 mowing visits within the calendar year. Mowing shall be with a (reel/rotary/or mulching) mower. Mower blades will be always sharp to provide a precise cut. Mowing height will be according to grass type and variety. Clippings will be left on the lawn if no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by the contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable.

Tree rings, plant beds, all buildings, sidewalks, fences, driveways, parking lots and other surfaced areas bordered by grass will be edged every service of mowing. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide to not interfere with or intercept water output. Isolated trees and shrubs growing in lawn areas will be sprayed with herbicide around them (minimum 2-foot diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Such areas are recommended to have mulch. Contractor will clean all clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Clippings will not be swept, blown, or otherwise disposed of in sewer drains.

B. Pruning: Shrubs will be pruned with power trimmers and hand shears monthly (12) times a year to provide an informal shape, fullness, and bloom. Palm pruning and hardwood trees will be done as needed and limited to brown fronds and seed heads below 8 feet in height. No green palm fronds shall be removed. All debris will be removed by the contractor. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.

C. Weed Control: Weeds will be controlled monthly either mechanically or using post emergent spray. This service will be done on all common areas, home plant beds, pathways, and plant beds.

Part II Irrigation & Chemical Treatments:

A. Irrigation Systems: The contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, and minor timer adjustments shall be made by the contractor. During weekly maintenance, the contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc. Repairs of system beyond the above scope will be charged to the client at \$85 an hour per person plus parts. Mist head replacements will be charged at \$20; Rotor head replacements will be charged at \$30.

B. *Fertilization*: All turf and shrub areas will be fertilized four (4) times per year with a turf builder formulation. Complete fertilizers shall be granular or liquid in composition and contain 30% to 50% of the nitrogen. The ratio of nitrogen to potash will be 1:1 or 2:1 for complete fertilizer formulations. Phosphorus shall be no more than 2 of the nitrogen levels. They shall also contain magnesium and micronutrients (i.e., manganese, iron, zinc, copper, etc.). Fertilizer will be swept off walks and drives onto lawns or beds. After fertilization, a minimum of 1-2 inches of water will be applied by the client.

C. *Pest Control*: The contractor will provide a monthly comprehensive Integrated Pest Management program (IPM). The goal of IPM is to deliver effective pest control while at the same time reducing risks associated with pesticide use. IPM is a process for achieving long term, environmentally sound pest control using a wide variety of technological and management practices. This treatment will cover but not limited to chinch bugs, grubs, army worms, broadleaf weeds, turf weeds, insects, fire ants, and diseases. All sprayings will be performed when temperatures are below 90° F and when wind drift is minimal.

Part III Considerations for Optional Services

A. *Sod*: Sod replacing, or additions can be done. Prices vary depending on quantity and type.

B. *Hurricane Clean-up*: Contractor will clear all roadways, major driveways, entranceways and exits of fallen trees, limbs, and foliage for drivable, walkable conditions. This procedure will happen immediately at the conclusion of a storm. General cleanup will begin within three (3) days of conclusion of a storm. Prices will be determined as per the quantity of labor the contractor will put out.

Part IV Considerations for Insurance, Licenses, Permits and Liability

A. *Monthly Meeting*: Property inspections must be conducted monthly by an owner principal or manager of the Contractor. Contractor will document and correct any landscape maintenance deficiencies identified within a timely manner (but no later than five (5) days) or provide a status update for work requiring a longer period to accomplish. Contractor will provide the client with a contact list for use in case of emergencies. Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise the client accordingly.

B. *Personnel*: The contractor will insure all employees will be with clean, easily identifiable uniforms. Contractor's personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law. Contractor recognizes that its personnel are perceived as representatives of the Client while on the Client's property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed, and workman-like manner at all times. Any damage caused by Contractor personnel shall be repaired promptly at no cost to the Client.

C. *Vehicles/Equipment*: Contractor service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged and operated only by licensed personnel. All Contractor 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 when necessary. All work performed by Contractor will be coordinated with the Client to minimize disruption and to maximize safety to people and vehicular traffic on the property.

D. Contractor shall maintain the below insurance coverages with the minimum limits enumerated below. Within five days of execution of this Agreement, Contractor shall provide proof of insurance coverage in the form of a Certificate of Insurance which shall reference Client as an additional insured and shall provide 30 days advance notice of cancellation. Failure to provide proper proof of insurance coverage shall constitute a default. The following minimum limits must be maintained during the duration of the Agreement without exception and failure to do so shall constitute a default. Coverage: Minimum Limits Commercial General Liability: \$1,000,000.00 (must include contractual liability) Automobile Liability: \$1,000,000.00 (must include any auto and hired, non-owned and scheduled autos) Workers Compensation: \$1,000,000.00 Contractor agrees to indemnify and hold harmless Client from and against all claims, damages, costs and losses arising out of or related to, in whole or in part, the acts or omissions of Contractor, its agents and employees.

Part V Property Description, Services Provided, Terms, Conditions and Charges (for possible inclusion)

This contract is for maintenance of property at an identified location and specifically described as:

**Jupiter Lakes Villass
Jupiter Lakes Blvd
Jupiter FL 33458**

The term of the contract. This contract will run for a single year and renew automatically thereafter. Client or contractor can cancel this contract at any time by giving thirty (30) days written notice.

Jupiter Lakes Villas H.O.A agrees to pay Sanctuary Gardens the sum of **\$81,000** a year. Invoiced monthly in the amount of **\$6,750**. All invoices are due by the 20th of the following month. Sanctuary Gardens reserves the right to apply a 3% late fee each 30-day unpaid period.

Any additional or unscheduled services agreed on by client and contractor should be billed separately.

I HAVE READ FULLY THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

Client: Jupiter Lakes Villas H.O.A Contractor: Sanctuary Gardens

By: _____ By: _____

Date: _____ Date: _____