



LANDSCAPE MAINTENANCE CONTRACT

This agreement made and entered into on January 12, 2024, and between Tarpon Cove Master Community Association hereinafter called the "Association" and Leo Jr. Lawn and Irrigation Services LLC of 3553 Plover Avenue, Naples, Florida 34117, hereinafter called the "Contractor" which said terms shall be deemed to extend to and to include the legal representatives, successors and assigns of the said parties hereto.

WITNESSETH

THAT, WHEREAS the Association is the Association responsible for the operation of that certain association to be Tarpon Cove Master Community Association, an association, and said Association is desirous of entering into a Landscape Maintenance Contract for the maintenance of said association, and

WHEREAS, the Landscape Maintenance Contractor is desirous of furnishing such maintenance services, and,

NOW, THEREFORE, for and in consideration of the mutual promises contained, it is agreed by and between the parties, as follows:

1. That the foregoing recitals are true and correct.
2. The Association does hereby employ the Contractor as the exclusive Landscape Maintenance Contractor of the Association property and the Contractor hereby accepts such employment.
3. The term of this Contract shall commence as of 2/1/24 for the period of one (1) year. Either party may, upon thirty (30) days written notice, terminate and cancel this Contract as of the last day of such month. However, before cancellation, the Association agrees to give the Contractor thirty days to rectify the problems or grievances which have prompted the Association to wish to cancel the Contract, provided such extension does not act to extend the 30-day notice of cancellation. The terms of this Contract may be renegotiated at the anniversary date of this Contract.

LANDSCAPE MAINTENANCE PROGRAM

PART 1 SCOPE OF THE PROGRAM

1. All landscaping under irrigation is the responsibility of the Contractor, excluding landscaping within lanai areas and courtyards that are irrigated. Fruit trees are not included in this contract and are not the responsibility of the Contractor to maintain, fertilize or treat for pest infestation.
2. The objective of this landscape maintenance program is to maintain on a regular schedule a healthy, attractive exterior landscape, according to the design interpretation of the Association.
3. The program assumes the use of modern, industry-approved methods of landscape housekeeping and horticultural practices, coordinated on a timely basis through an

amortized, fixed-cost contract in which the financial risk of performance is placed on the Contractor.

4. The program does not attempt to address damage caused by vandalism, floods, hurricanes, lightning, tornadoes, Government regulations prohibiting watering, and frost.

PART 2 LANDSCAPE MAINTENANCE PROGRAM TURF CARE SPECIFICATIONS

Mowing

1. Turf areas will be cut to a height of no more than three and one-half (3 ½) inches nor less than two and one-half (2 ½) inches. Turf shall be mowed weekly during the summer growing season of April through October and on an as-needed basis but not less than two times per month during the months of November through March.
2. Mower blades will be kept sharp at all times to prevent the tearing of grass blades.

Turf Edging

1. All turf areas shall be edged with a mechanical edger weekly during the summer growing season of April through October and on an as-needed basis but not less than two times per month during the months of November through March. Edging shall be done at each mowing.

Turf Trimming

1. Turf areas inaccessible to mowing machinery will be controlled by manual or chemical means, as environmental conditions permit.
2. Areas of clear ground will be maintained around turf irrigation heads to permit unobstructed water distribution.

Fertilization Turf Application:

1. All Turf areas shall be fertilized four (4) times per year with specially formulated fertilizer with trace elements. In accordance with Florida Department of Environmental Best Management Practices the schedule below:

1st Quarter.....Granular Fertilizer
2nd Quarter.....Granular Fertilizer
3rd or 4th Quarter.....Granular Fertilizer
4th Quarter.....Liquid Fertilizer

Turf Disease/Insect/Weed Control

1. A complete program shall be provided for the control of weeds, insects, and diseases. Turf shall be sprayed for broadleaf weed control and insect control. The program shall provide preventative control where required as well as curative chemical control.

Turf Irrigation

1. Automatic irrigation systems will be checked and programmed monthly and in accordance with government water restrictions to provide watering frequencies sufficient to replace soil moisture below the root zone.
2. Above-ground irrigation components damaged by the Contractor in the landscape maintenance process will be repaired immediately by the Contractor at no charge to the Association or homeowner.
3. Irrigation components damaged by accident or caused by other than the Contractor such as by fair wear and tear or vandalism, shall be reported to the Association and will be repaired by the Contractor at an extra charge.

PART 3 PLANT BEDS, SHRUBS, WOODY ORNAMENTALS, GROUNDCOVER, AND PALMS AND TREES TWELVE (12) FEET OR LESS IN OVERALL HEIGHT

Fertilizing

1. The Contractor shall fertilize all, trees, palms, shrubs, ground covers, and bedding plants a minimum of three (3) times a year to maintain them in healthy growing conditions.
2. A complete acidic fertilizer such as an 8-02-10 with micronutrients shall be applied in the 1st Quarter, 2nd Quarter, and 4th Quarter.
3. Distribution – The fertilizer shall be well scattered in an area from halfway between the stem and drip line of the circumference and an equal distance beyond the circumference. The Contractor shall apply fertilizer to plants that are turgid and shall water in the fertilizer promptly and thoroughly after application.

Pruning

1. Selective pruning shall be performed as needed to balance infiltrating light, to remove dead wood, fronds, or seedpods, and to promote planned growth patterns. Up to 12 feet.
2. With the exception of hedges, all pruning and thinning will have the distinct objective of retaining the plant's natural shape.
3. Plants, hedges, bushes, and trees obstructing pedestrian or automobile traffic, and damaged plants, will be pruned as needed. Up to 7 feet.
4. The Contractor assumes no liability for consequential or inconsequential damages arising from plant obstructions.
5. Work will be scheduled to give the least possible interference to property, occupants, and visitors.

Insect/Disease Control

1. Plants and trees will be treated for disease and insect control. The program shall provide preventative control where required as well as curative chemical control.

Weed Control

1. Open ground between plants will be kept free of weeds by chemical or manual means, as environmental, horticultural, and weather conditions permit.

Edging and Trimming

1. Ground covers will be confined to plant bed areas by manual or chemical means, as environmental conditions permit.

PART 4 EXTRA SERVICES AVAILABLE WHICH ARE NOT INCLUDED IN THIS CONTRACT

Tree Trimming

1. A separate contract shall be provided for the tree trimming at the request of the Association. The Contractor is licensed to perform this service; it will not be sub-contracted to another company.

Annuals

1. A separate contract for installation of annuals will be provided upon the request of the Association. The price will include soil amendments, continuous fertilization, and disease and insect control. The Contractor is not responsible for protecting annuals in the event of frost or replacing any dead material as a result of frost. The Contractor will, at the request of the Association, cover annuals in the event of impending frost, for an additional charge.

Cypress Mulch and Pine Straw

1. A separate contract shall be provided for the installation of mulch and/or pine straw at the request of the Association.

Labor

1. The charge for labor will be \$55.00 per man hour Monday through Friday, \$85.00 per man hour on weekends.
2. Labor for large tree staking, requiring 2X4's, shall be \$125.00 per tree. Labor for smaller tree staking, requiring rope staking, shall be \$95.00 per tree.

PART 5 CONTRACTOR'S PERSONNEL

1. The Contractor will provide all labor, uniforms, transportation, and supervision necessary to perform the work. Field personnel will be equipped with all necessary supplies, tools and equipment needed to perform the work.
2. The Contractor will be licensed for landscape maintenance functions.
3. Contractor's personnel are perceived as representatives of Owner while on site. As such, they will conduct themselves in an efficient, workmanlike manner and shall comply with Owner's company policies at all times.

4. Contractor's personnel subscribe to existing right to work laws in the State of Florida and are not represented by Union organization.

PART 6 SCHEDULE OF OPERATIONS

1. The Contractor's normal hours of operation will be based upon eight (8) hours per day, five (5) days per week. The Contractor may work Monday through Saturday.
2. Emergency service calls are defined as repairs that are required outside our regular business hours as well as weekends and holidays and shall be billed on a time and materials basis.
3. Holidays observed by the Contractor are Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Regardless of the recognition of any listed holiday, that will not work to diminish Contractor's obligations under this agreement.
4. The Contractor agrees to meet with the representatives of the Association on property every three (3) months or at any other time requested by said representative due to extraordinary circumstances if needed to review the landscape maintenance program.
5. In the event inclement weather impedes the work, the Contractor shall reschedule the work at the earliest possible time.

PART 7 CONTRACT ADMINISTRATION

1. This Contract may be terminated by either party upon thirty (30) days' notice to the other, as set forth on the first page of this Contract.
2. The term of this Contract, unless terminated pursuant to the provisions of Termination, shall be one (1) year.
3. The Contractor shall be paid \$18,607.00 per month for the above stated service, for a total annual contracted amount of \$223,284.00 per year. An invoice for services will be presented for the month's services. All payments must be received within the terms of the invoice. Any outstanding debts can result in a Notice to Owner and subsequently a Mechanic's Lien to be filed on the property. Past due accounts are assessed a late fee of 1-1/2% per month (18% per annum) in addition to attorney and filing fees. This shall be only for those houses/buildings which have been issued a C/O and are landscaped.
4. The Contractor shall provide insurance coverage at all times during the term of this Contract as follows:
 - a. General Liability \$2,000,000.
 - b. Workman's Compensation As required by the State of Florida
 - c. Automotive

The Contractor shall provide proof of insurance upon commencement of this Contract. The Association shall be notified immediately of termination of any insurance coverage provided by the contractor.

The above specifications, terms and conditions are hereby accepted:

Tarpon Cove Master Community Association:

By: *Ry DeSantis* President TCCA

Date: 2/1/24

Leo Jr. Lawn and Irrigation Services LLC

By: _____

Date: _____

3553 Plover Avenue, Naples, Florida 34117

239-455-6904