



Landscape Service Agreement

We appreciate this opportunity to propose an annual program of landscape maintenance for:

**North Shore at Lake Hart HOA
9339 North Shore Gulf Club Blvd.
Orlando, FL 32809**

SERVICING

Servello will allot equipment, materials and labor to perform quality landscape maintenance as the conditions of the property indicate. All employees are in uniform during working hours to project a professional appearance while performing grounds maintenance services on your property. Servello is an equal opportunity employer and a drug-free workplace.

The work proposed includes all areas that have been landscaped. Natural areas are not included unless specified under additional services.

General Services

Number of Services per Year	Price per Service	Total
42	\$3,200.00	\$134,400.00

MOWING:

- Mowing will be conducted on a seven to fourteen day frequency depending on growing conditions.
- The turf will be cut at a height to ensure proper growth and to present a professional appearance.
- Retention ponds and lake banks will be mowed to where the turf meets the water. Areas under water or too wet to mow will be addressed when the ground dries out.

EDGING:

- Bed edges will be kept clean and well defined around flower beds, shrub beds, open beds and tree rings to prevent encroachment from turf grass and other adjacent plant material.
- Edging of all sidewalks and curbs will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger. Asphalt edging is not included.
- Landscape beds, tree rings will be edged every other mowing service to promote a healthier, more defined bed edge, and reduce expansion of landscape beds. Edging of beds that contain rock instead of mulch will be chemically edged to control excess growth.

LINE TRIMMING:

- Line trimming will be performed around posts, etc. during each visit.
- Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.

PAVED AREAS:

- Blowers will be utilized to clear debris generated from the performance of landscape services.
- Undesired growth between expansion joints, cracks and paved areas will be treated with herbicides or mechanically removed.
- Servello & Son, Inc. is not responsible for pavement surface conditions such as sidewalks, driveways, parking lots, etc.
- Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped areas will be kept clean of unwanted landscape debris by the use of forced air machinery.

PLANT BED AND SHRUB MAINTENANCE:

- Shrubs and hedges will be trimmed to maintain the natural shape and size of the plant.
- Sidewalks, passage ways, driveways and parking areas will be kept free of overhanging limbs as needed.
- Cutbacks for the reduction in height of plants for the purpose of painting, building clearance, size reduction, etc., is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Shaping and/or shearing the canopies of small trees is not part of the scope of this agreement.
- Detailing of planted areas will be in a sectional method with the frequency of rotation being set to completely detail the entire property once every three (3) visits. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers as well as defining of bed lines, tree saucers, and the removal of unwanted vegetation.

SMALL LANDSCAPE TREE CARE:

- Overhanging tree limbs will be maintained to a height of: 10' for walkways, 14' for parking areas, and 14' for roadways. Limbs larger than 1 1/2 inches in diameter are not included in the scope of work and will be addressed by the Arbor Division as additional work to be performed after authorization.
- The maximum height of cut is eight (10) feet for walkways and ten (14) feet for vehicle traffic. The maximum limb size for removal is 1 1/2 inches diameter. Any tree work beyond these specifications would be covered under "Arbor Services."
- Ligustrum, Hollies, and other ornamental trees will be pruned (up to eight (8) feet in height) in a manner so as to preserve their natural shape and growth characteristics, shearing is not within the scope of work. Suckers will be removed during the regular scheduled services.

WEED CONTROL:

- Weed control will require spot treatment of herbicides in beds.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.

DEBRIS REMOVAL:

- All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape debris generated from our work will be cleaned from paved areas on days of service. ~~This excludes fall leaf pickup from parking areas, sidewalks, etc. Debris will only be cleaned up in the areas where landscape maintenance was performed (clippings and related landscape debris).~~ *Handwritten initials*

Validated by [illegible]

134,400.00

Horticulture - Turf

Number of Services per Year
6

Price per Service
\$2,238.00

Total
\$13,428.00

Servello will provide dedicated horticultural visits to determine and treat:

- Turf health and vigor.
- Turf damaging insects and disease.
- Fertilizers will be applied as needed to maintain a green and healthy appearance.
- St. Augustine turf shall be fertilized to maintain green healthy appearance. Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
- Herbicides will not be applied in turf area where weeds are so prevalent that re-establishing the turf is not possible, unless directed by the client.
- St. Augustine & Zoysia Turf grass will be regularly inspected for other turf damaging insects & diseases, once identified the turf areas will be treated on an as needed basis to control populations.
- Turf areas which have already been over taken with weeds to the point where re-establishing turf is beyond practicality, are not covered under these specifications.
- Retention areas, Bahia lawns and areas which stay wet, for extended periods of time, cannot be covered by these specifications.
- Insect control is limited to turf damaging insects only. Insect control does not cover pests such as: termites, fleas, rats, carpenter ants, etc.

Fire Ants

- Fire ant bait will be applied during mowing service & scheduled horticulture applications.

NOTE: Contractor shall not be responsible to warranty any turf for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beggarweed). Contractor shall not be responsible to warranty any palm, tree or shrub for damages caused from any diseases or insects that is considered uncontrollable or not reasonably controlled (i.e. Root Rot, Phythora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

13,428.00

Horticulture - Tree & Shrub

Number of Services per Year

4

Price per Service

\$1,748.00

Total

\$6,992.00

Servello will provide dedicated horticultural visits to determine and treat:

- Shrub and small tree health and vigor.
- Shrub damaging insects and disease.

Ornamentals

- All small trees, shrubs and ground covers shall receive fertilization as needed to maintain a green and healthy appearance. Trees below ten feet (10') will be treated for insects and disease.
- All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. Once a year, Queen Palms shall be fertilized with a supplemental application of Granular Manganese Sulfate.
- Palms, small trees, shrubs, and ground cover shall be treated as needed to prevent micronutrient deficiencies.
- Shrubs, small ornamental trees, and ground covers will be regularly inspected for other shrub damaging insects & diseases. Once identified, the shrubs, small ornamental trees, and ground covers will be treated on an as needed basis to control insect populations.

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Fire Ants

- Fire ant bait will be applied during mowing service & scheduled horticulture applications.

NOTE: Contractor shall not be responsible to warranty any turf for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed). Contractor shall not be responsible to warranty any palm, tree or shrub for damages caused from any diseases or insects that is considered uncontrollable or not reasonably controlled (i.e. Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

6,992.00

6,992.00

Seasonal Annuals

Number of Services per Year
4

Price per Service
\$3,900.00

Total
\$15,600.00

SEASONAL ANNUALS:

- **Frequency of Rotation**
Per the frequency agreed to in the service agreement, the Contractor recognizes that bedding plants are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display. Contractor will obtain prior approval of plant selection from owner's representative before installation.
- **Installation specifications**
- All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
- A granular time-release fertilizer and granular systemic fungicide will be added to the bedding soil at the time of installation.
- Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- Should the annual beds require additional soil, a proposal will be presented prior to installation. All annuals to be installed will be 4" pots, unless otherwise specified.

Here are just a few examples of 4" inch annuals to choose from: Red Coleus, Multi-color Coleus, Yellow Coleus, Begonia, Blue Salvia, Petunias, Dianthus, Marigolds, & Pansies.

Agreement to provide seasonal annuals

15,600.00

Palm Tree Trimming

Number of Services per Year
1

Price per Service
\$9,128.00

Total
\$9,128.00

ARBOR SERVICES:

- Trees in pedestrian walkway areas will have a clearance maintained up to eight (8) feet in height. Trees along roadways, entrances and driveways will have a clearance maintained up to twelve (12) feet in height.
- Hardwood trees will be pruned as specified in the production plan, as required by location and species.
- Per contracted frequency, palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris.

Subtotal Palm Tree Trimming

9,128.00

Mulch

Number of Services per Year

1

Price per Service

\$34,380.00

Total

\$34,380.00

MULCH:

- The installation of mulch agreed to in the service agreement, including labor and materials will be provided.
- Additional mulch will be provided at an additional cost. (Playground mulch areas are not included in the mulch estimate).

Here are just a few examples of Mulch to choose from: Pine Bark, Pine Straw, Red Shredded Mulch, Cocoa Mulch

34,380.00

Irrigation Inspections - Zones

Number of Services per Year
12

Price per Service
\$633.00

Total
\$7,596.00

IRRIGATION SERVICE AND INSPECTIONS:

- Irrigation Inspections will be performed as specified per the service agreement.
- Each inspection will include activating each zone and visually verifying and reporting any damaged heads or those requiring repair. All clogged and heads out of adjustment will be cleaned or adjusted. Broken heads, pipes, and valves will be flagged.
- Proposals will be generated to obtain written authorization for repairs (over and above routine maintenance) and/or recommendations to the system. Repairs, as well as service calls requested between scheduled visits, will be performed on a time and material basis.
- Service reports will be submitted for review upon completion. Please note, any damages that may be incurred by our company will be repaired at no extra cost.

Frequency of Service

It is hereby agreed that the Contractor will perform the following services on the scheduled visits.

Service Specifications

- Activate each zone of the system.
- Visually check for and report any damaged heads.
- Clean or adjust any heads not functioning properly.
- Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions and local laws.

Qualifying Statements

- Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
- Service calls required between scheduled visits will be billed on a time and material basis.
- Contractor will not be held responsible for any accident that could arise from the overspray of water on hard surfaces.
- Contractor shall not be held responsible for damage/repairs due to minerals in water or water contamination.
- Damage to the sprinklers resulting from our crews working on the property (e.g., mower and edger cuts) will be repaired at no charge. We will not be responsible for damage caused by sprinkler systems that malfunction or have been broken.
- Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto building or parking areas.
- Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
- Servello & Son, Inc. irrigation technicians are trained in the maintenance and repair of Netafim irrigation lines. Due to low visibility, product design and possible root intrusion, we do not warranty plant material covered by this product.

Authorization for Repairs

Request for authorization should be submitted to the owner's representative for approval on all repairs in excess of \$200.00. Repairs less than \$200.00 will be made at the time of the inspection and billed at our standard customary time and material rates. A description of the problem, its location, and an estimate of the cost will be included.

7,596.00

\$221,524.00

ADDITIONAL SERVICES AVAILABLE

The following additional services, if not included in the service agreement, can be provided. Servello will submit a written proposal for approval. Upon written authorization, these charges will be billed separately and are due net upon receipt.

- Cut back of existing plant material to reduce overall size or to provide access to the buildings for painters, etc.
- A complete landscaping service is available to include plant and sod replacement, as well as new landscaping of added areas upon separate negotiation.
- Tree care that is not included in the scope of work will be addressed as additional work to be performed by the Arbor Division after authorization.
- Perennials are not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Additional mowing beyond the number of frequencies specified in the proposal will be performed after authorization for additional billing.
- Clearing or maintenance of natural areas and wood line encroachment will be performed after authorization for additional billing.

EXTRA SERVICE REQUESTS

Any extra services can be requested and will be billed accordingly. A proposal for services will be submitted and will require approval prior to the initiation of such projects. This would include, but is not limited to, pruning shrubs away from building for construction or painting, pest control treatments beyond the scope of contract, transplanting plant materials, irrigation inspections, storm clean-up, removal of leaves, etc.

SPECIFIC EXCLUSIONS

- Servello & Son, Inc. is not responsible for hazardous conditions or any damage done by third parties, owner neglect, acts of nature (e.g., inclement weather, fire, freezes, etc), areas that are continually wet or are underwater for extended periods of time, theft, falling tree limbs/fronds, burrowing animals, hazardous grade conditions, vandalism, affecting the property defined in this agreement.
- Contractor shall not be responsible to warranty any turf replacement for damages caused from any weed variety that is considered invasive (e.g., Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed).
- Contractor shall not be responsible to warranty any palm, tree, or shrub replacement for damages caused from any diseases or insects that are considered uncontrollable or not reasonably controlled (e.g., Root Rot, Phytothra, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).
- Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement, but will be priced separately if it should become necessary.
- Servello & Son, Inc. cannot be responsible for groundcover beds that are infested with weeds. The roots of the weeds intertwine with the ground cover roots making control impossible. A separate proposal will be provided for the removal of weed infested groundcover beds and replacement, after the soil has been replaced or treated.
- Servello & Son, Inc. is not responsible for wood line encroachment.
- Every attempt will be made to ensure sprinkler heads are positioned so water does not spray directly onto buildings or parking areas. Servello & Son, Inc. will not be responsible for any incidences which could arise from the overspray of water or landscape damage caused by mandatory water restrictions. Servello & Son will not be responsible for grade levels around irrigation system, parts or damage of any kind, caused by sprinkler systems.
- Servello & Son will not be responsible for wires, cables, pipes, or anything else that may be either underground, entwined within the root system, hung on or through plants being worked on, or otherwise in conflict with the completion of services. The property owner agrees to ensure that all such items are marked or removed prior to the start of the job.
- Servello & Son will not be responsible for damage caused by drought, disease or insects in the absence of an agreement to provide complete irrigation and horticultural services within the scope of services defined herein.

NON-SOLICITATION OF EMPLOYEES

The Client will not directly or indirectly approach, solicit, entice, or attempt to approach and solicit any of the employees of the Contractor or its Affiliates to leave the employment of the Contractor or use the employees outside of the scope of services of the contract between the parties (side work).

It is agreed by the parties that the actual damages which might be sustained by the Contractor by reason of the breach of the Client of his promise of non-competition and non-solicitation are uncertain and would be difficult to ascertain. It is further agreed that the sum of ten thousand and no/100 dollars (\$10,000.00) or 10% of the total contract price (whichever is greater) would be reasonable and just compensation for such a breach. The Client hereby promises to pay and the Contractor hereby agrees to accept such sum as liquidated damages and not as a penalty in the event of such breach.

INSURANCE

Servello & Son, Inc. maintains a \$5,000,000 liability policy covering personal and property damage issued under Auto-Owners Insurance Company. For "Additionally Insured" requests, the cost will be passed on to the customer. A certificate of insurance will be provided upon acceptance of this Agreement. Our employees are covered under workers compensation through Florida Retail Federation (administered by Summit) and we actively participate in a companywide safety program.

GOVERNING LAW

It is mutually agreed and understood that all matters between the parties hereto, including any matters pertaining to the terms of this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity or judicial proceeding between the parties, including but not limited to the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in or for Orange County, Florida. The parties hereto by executing this Agreement expressly waive the right to trial by jury. The parties agree that the prevailing party in any litigation between the parties hereto, including any appeals, shall be entitled to recover all attorney's fees incurred, court costs and other expenses, whether or not taxable by the court as costs in addition to all other relief to which the prevailing party is entitled. By executing this Agreement, the Client agrees that if the Contractor retains counsel to collect any sums due and owing from the Client, the Contractor shall be entitled to recover all attorney's fees incurred regardless of whether or not suit is filed.

NOTICE OF DEFICIENCY

The Client shall notify the Contractor in writing within seven (7) days of the discovery that any work performed by the Contractor is deficient and the Client's failure to do so shall be consider a waiver of the right to object to the quality of Contractor's work.

RENEWAL

This contract shall automatically renew for additional twelve (12) month terms without notice. Either party may prevent automatic renewal by delivery of a Notice of Intent to Cancel by certified mail to the other party no less than thirty (30) days prior to the termination date of this contract or any renewal term. Unless otherwise negotiated in advance each renewal term shall include a contractual fee increase not to exceed three (3) % over the existing contract amount.

CANCELLATION

This contract may be canceled by either party without cause by delivery of a Notice of Cancellation by certified mail to the other party, which notice shall have an effective date of no less than thirty (30) days after delivery of the Notice of Cancellation. In the event of early termination for cause a final adjusted invoice for the balance due for any completed services included and amortized annually (including but not limited to general maintenance, horticulture, mulch (bed dressing), annuals, palm tree trimming, irrigation maintenance, leaf clean up) under this contract will issue and shall be payable upon receipt in addition to any other past due balance, if any.

PAYMENT AND TERMS

Servello & Son, Inc. agrees to perform the work in the manner described for the annual amount of **\$221,524.00** payable in monthly installments of **\$18,460.33**

All monthly installments are due on the first day of each month of service and are considered past due after 30-days. In the event payment is not received timely Servello & Son, Inc., reserves the right to either suspend the performance of all work until it receives payment of any overdue installment or cancel the Landscape Service Agreement without notice in which the balance of all completed services, billed or unbilled, including those amortized annually, will be immediately due and owing. A service charge of 1.5% per month will be applied to all overdue installments. All payments are to be mailed to: Servello & Son, Inc., 261 Springview Commerce Drive, DeBary, Florida 32713.

This price is effective for 30 days.

Upon acceptance, please initial each page, sign, and return a copy of the agreement to Servello & Son, Inc. Thank you.

APPROVED AND ACCEPTED FOR:
North Shore at Lake Hart HOA

By: _____

Title: _____

Date: _____

Contract Start Date: 10/01/2020

Servello & Son, Inc.
261 Springview Commerce Drive
DeBary, FL 32713

By: _____

James Whitaker, CEO

Date: _____

9/16/2020



Site: North Shore at Lake Hart HOA
9339 North Shore Golf Club Blvd.
Orlando, Florida 32809

Billing: North Shore at Lake
9339 North Shore G
Orlando, Florida 32

Fee Summary

Job #	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2020
General Services										
51 visits per year 42 cuts per year	6,400.00	6,400.00	12,800.00	12,800.00	16,000.00	12,800.00	12,800.00	16,000.00	12,800.00	9,600.00
Horticultural Services - Turf										
6 Dedicated Visits 6 Applications		2,238.00		2,238.00		2,238.00		2,238.00		2,238.00
Horticultural Services - Tree/Shrub										
4 Dedicated Visits 4 Applications		1,748.00			1,748.00			1,748.00		
Seasonal Annuals										
4 # of Change 2000 # Annuals			3,900.00			3,900.00			3,900.00	
Palm Tree Trimming										
1 # of Pruning 312 # of Palms			9,128.00							
Mulch										
1 Times per year 764 Yards										
Irrigation Maintenance Checks										
12 1st Inspections # of Zones	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00
Total Fee per Month	7,033.00	11,019.00	26,461.00	15,671.00	18,381.00	19,571.00	13,433.00	20,619.00	17,333.00	12,471.00
Amortized over year	18,460.33	18,460.33	18,460.33	18,460.33	18,460.33	18,460.33	18,460.33	18,460.33	18,460.33	18,460.33

OPTIONAL SERVICES = Per Requested Proposal Work^a

^aOptional Services Pricing - Per Requested Proposal Work Valid with Contract for the 10.2020 - 9.2021 Term

Servello

Initials FW

North Shore at Lake Hart HOA

Signature [Signature]

NOTE:

Actual schedules for ancillary services may be adjusted based upon contract starting dates.

In the event of early termination for whatever reason, the balance of any ancillary services (general services (mows), horticulture, annuals (bedding plants), mulch (bedding dressing, Irrigation Maintenance, leaf clean up) included and amortized monthly in the contract amount will be paid in full based upon the contract's termination date.

In the event that account is not kept current ancillary services will be rescheduled until account is returned to current status.

Prices under optional services are based upon current prices and are not contracted prices. Prices may increase and you would be notified prior to beginning any work.