

Phone: 321.270.2153 Website: www.sotoslandscapinginc.com Address: PO BOX 621804 Orlando FL 32824

Customer Name: Redbridge

Property Address: 1004 Hendon Loop Davenport, FL 33827

E-mail: Lourdes.w@odinflorida.com

12 Month Contract with Automatic Yearly Renewal

I. <u>MOWING</u>

Mowing of all turf areas will be performed once a week during the months of April through October. Mowing of all turf areas, including ponds, will be performed once every other week (bi-weekly) during the months of November through March. Mowing only to be done during non- operating hours

II. <u>EDGING</u>

Edging of all flower and shrub beds (soft edges) will be done with every mowing or as necessary to create a consistent Look on the edges of all soft edges. Edging of curbs and sidewalks (hard Edges) shall be done siding section I. Mowing above or as necessary to create a consistent look on the edges of hard edges.

III. Weed Control

All areas shall be kept free of weeds. Chemical and/or mechanical means may be used as appropriate. Post emergent shall be sprayed at the manufacture's recommended rates.

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IV. STRING TRIMMING

String trimming will be done on the same schedule as the mowing services as described under section I.Mowing above.

V. SHRUB & TREE PRUNING

Pruning of all shrubbery and hedges will be performed as necessary. Trimming of all shrub material will be performed by general pruning practice is available and excepted horticultural practice is beneficial to the specific material being trimmed.

During the winter months, the bottom canopy of trees will be pruned so that no branches or limbs overhanging on sidewalks and parking areas lower than 10 feet from the ground. No limbs larger than 2 inches in diameter will be removed. Additional tree pruning needed over 10 feet will be on a written request only.

VI. WEEDING OF SHRUB AND TREE BEDS

All properly mulched plant beds will be kept free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or post herbicide application. No pre-emergent herbicide is included in this proposal unless specifically mentioned. All weeds in sidewalks or pavement areas will be chemically controlled or removed on a, as necessary basis.

VII. IRRIGATION INSPECTION

Done upon request. Sprinkler systems will be tested once per month. Repairs will be done at parts + labor, estimated cost, Hourly labor at \$65.00.

VIII. MULCH- NOT INCLUDED

Done upon request. Estimated Cost: \$75.00 per yard plus material. Mulch removal is a flat fee of \$40.00 per yard when requested in writing.

IX. ANNUALS - NOT INCLUDED

Done upon request.

X. LANDSCAPE DEBRIS

All landscape debris and clippings generated from the performance of this contract on curbs, sidewalks, paved areas, common grounds, etc. Will be removed by the completion of work or end of the day whichever comes first. Normal debris will be removed from the property prior to mowing.

However, large branches in large cleanup from the storm debris will be done on a per bid bases.

XI. FERTILIZATION AND PEST CONTROL - NOT INCLUDED

Done upon request. Estimated cost: \$525.00 for a quarterly service.

XII. DAMAGES

Contractor is not responsible for the condition of the landscape due to problems beyond our control or work outside of the scope of this contract, including, but not limited to drought, freeze, pre- existing conditions, storm damage and cleanup of debris and/or vandalism.

The contractor agrees to reimburse the owner for any and all damage to personal and/or real property that the contractor's agents or employees may cause.

XIII. INSURANCE

The contractor carries general liability and commercial auto for all properties.

XIV. REQUEST FOR ADDITIONAL WORK

Any and all request for change in the normal maintenance schedule or additional work must be made through the office or the operations manager. The on-site foreman cannot make scheduling changes without approval from the office or the operations manager, as any work other than scheduled the normal maintenance work may interfere with the daily work schedules and production.

XV. WORK NOT INCLUDED

The following items would be considered on and "extra" To this contract unless specifically mentioned above and can only be performed under separate written authorization by the owner or owner's representative.

- A. Pruning of trees/palms over 10 feet tall.
- B. Irrigation Repairs parts/labor not caused by the contractor.
- C. Annuals
- D. Cleanup of storm damage (i.e., branches, limbs, fallen debris and washouts).
- E. Fertilization and Pest Control.

END CONTRACT SPECIFICATIONS

CONTRACT TERMS OF AGREEMENT

LENGTH OF CONTRACT

This contract will be for a period of months beginning on <u>05/02/2023</u> and ending <u>on 05/03/24</u>. With an automatic renewal every year following. Both parties have an option to cancel with a 30-day notice.

COMPENSATION

Owner/HOA Board Member agrees to pay contractor a yearly some of \$22,800.00 as a total compensation for every year per term of this contract. This compensation shall be billed in 12 equal months at the rate of \$1,900.00 per month. Contractor will submit all invoices to the address listed above unless otherwise noted.

All monthly payments are due within 14 days of the date billed. Should it become necessary for either party engaged in this contract to institute legal actions for enforcement of any provisions of this contract, the prevailing party shall have all court costs or attorney fees necessary for such legal action. Both parties agree that any court action should have jurisdiction in orange county Florida, the primary location of contractor.

CONTRACTOR FAILURE TO PERFORM

If contractor Falls below acceptable industry standards on the items listed, owner shall notify contractor in writing by E-mail, for each specific deficiency. Then contractor shall have 7 days in which to remedy stated deficiencies. If stated deficiencies are not remedied within 7 days, owner shall have the right to retain funds necessary to remedy stated deficiencies and if necessary, give 30-day cancellation notice to contractor.