

Date: <u>11/04/2022</u>

Estimate valid for 60 days from the above date

Company Information / Billing:	
Company Name: Laurel Hollow HOA	Phone: 303-726-6489
Billing Address:	Email: Cindihines@yahoo.com
	Referral:
Preferred Invoice Method: Email	Regular Mail

Customers Information:		
Name: <u>Cindi Hines</u> Address: <u>Laurel Hollow Dr</u> Nokomis, FL 34275	Subdivision: Laurel Hollow	

Program Type:
Exterior
Lawn & Ornamental 🔀 Lawn Only 🗌 Plants Only 🗌 Palm Injections 🗌
Special Notes/Current Issues: Irrigation issues & weeds
98 homes, common areas.
Pictures attached: Yes No
We provide up to twelve (12) services annually (four (4) services for palm inoculations) depending upon environmental conditions.

Annual Cost: \$ 14,400.00 Monthly Cost: \$ 1,200.00

We bill on a monthly basis at the end of month and payment is due within 30 days (net 30).

Please sign this document below indicating your acceptance and return agreement via email (<u>gardenmasters@comcast.net</u>), fax or regular mail at your earliest convenience so your account can be scheduled for prompt initial servicing. Please see pg. 2 for all Company Responsibilities, Customer Responsibilities, Disclaimer, Terms and Conditions. If you have any questions, please call or email us.

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**Customer Signature** 

Gardenmasters of SW Florida Inc 341 Seaboard Ave Venice, FL 34285 (941)488-4444 Fax (941)483-4444 Gardenmasters@comcast.net www.GardenmastersFL.com Date

## AGREEMENT

**Company Responsibilities:** The lawn and plants will be inspected up to 12 times annually. Lawn fertilizer will be applied four times a year using a high quality organic custom blend. All blends have micronutrients using sulfates, sucrates or oxides. All liquid blends are slow release using sulfates for nutrients and micronutrients. A complete turf systemic insecticide will be applied in the spring to control chinch bugs, billbugs and grubs. **If a severe infestation of grubs is present, a special service for grub treatment will be necessary at an extra charge.** On all other service visits, lawn pest control will be applied as needed to control target insects. If an insect infestation is not present, we will use modern integrated pest management methodology to maintain healthy turf. Liquid applications will always be augmented with nitrogen, an iron source, and/or a potassium source. Lawn weed control is performed on a spot treat basis to control nuisance turf weeds. Certain special weed control treatments, such as nutsedge weed control, are not routine but can be treated as a special service for an extra charge. Lawn fungus control is performed on a spot treat basis as needed. Low grade fungus, known as grey leaf spot, will not be treated as it is not necessary to treat it. Plant fertilizer will be applied two times a year using the current Environmental Protection Agency (EPA) legally allowed chemical products. Some insects (such as sweet potato whitefly and pink hibiscus mealy bug scale) have built in immunities to current legally allowed products and controlling them is becoming more difficult. Plant fungus control is **not done in plant bedding areas.** 

<u>Customer Responsibilities</u>: • Mow the lawn at a height appropriate for turf variety using sharp mowerblades • Inspect irrigation system, particularly the heads and timer, to ensure proper system operation • Water the lawn and shrubs appropriately, usually once per week during the growing season (in accordance with water restrictions or other directions), applying about 1" water per application, including any received rain • Prune shrubs as needed with pruning shears that have sharpblades • Inspect lawn and shrubs weekly and notify us promptly if any problems are observed • If you use a lawn maintenance service, encourage them to contact us if any problems are observed during the course of their service visits; the more eyes on the property the better.

**Disclaimers:** • We are not responsible for damages or any disease-causing agents, which may affect the lawn or ornamental plantings due to improper care by the customer or agents (such as lawn maintenance, landscaping or irrigation services), or environmental conditions (for example: hurricanes, earthquakes, tornados, storms, drought, wind, floods). • Improper mowing, pruning or irrigation practices can and do cause turf fungus and disease. For example, over-watering will cause excessive weedgrowth. • Weeds that are covered in the contract will pertain to broadleaf weeds only, such as clover, dollar weed, oxalis, spurge, etc. Weed control is done only at appropriate times of the year based upon the herbicide manufacturer's instructions. For example, when temperatures' climb above 85 degrees, only spot treatment of weeds is possible. • Nutsedge grass is not covered under contract, as it can be controlled with proper irrigation management. • Insects covered under contract are chinch bugs, mole crickets, sod webworms, and cut/army worms, existing ant mounds, scale, aphids and mealy bugs. • We treat fire ant mounds only. A special service for whole yard treatment and prevention of fire ants is available at an extra charge and is guaranteed from the chemical manufacturer is one year; it is very popular. • Carpet and crab grass are professionally untreatable due to the removal of the only product on the market for these conditions (Asulox) by the federal government in 2000 due to ecologyconcerns. Palm inoculations are done as a preventative only. There is no guarantee the palm(s) will not contract TPPD, Ganoderma, Bores, Whitefly, or any other palm susceptible diseases.

Terms and Conditions: The Company agrees to provide exterior pest control and fertilization services. Customer agrees to make the property available for monthly service visits and to accept such service. Customer agrees to notify Company prior to initial servicing of any occupant who is chemically sensitive. Customer agrees to provide access to property and will have plants and trees free of fallen leaves and/or debris to help in the improvement of soil absorption of material. The customer further agrees to provide proper watering and maintenance, and to call Company for additional inspections or service, as the Company is not responsible for loss of sod. There are no warranties, express or implied, other than those contained herein, and Company neither assumes no authorizes any person to assume for it any other liability in connection with the sale, use or application of its materials and services, whether used singularly or in combination with other materials or services and that no verbal commitments exist between the parties, this written agreement constitutes all agreements by and between the parties hereto. The Customer and the Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits. This contract shall be effective for 12 (twelve) months and shall renew itself annually. Monthly billing is provided for your convenience at the end of the month and payment is expected within thirty days from invoice date. Cancellations can only be accepted with a 30-day notice prior to the end of the service month due to commercial scheduling requirements. Failure to pay in timely fashion may result in your account being turned over to our collections attorney. Pursuant to the collection of any monies outstanding, the customer will be additionally responsible for any incurred attorneys' fees and costs, whether suit be brought or not against the corporation, partnership or sole proprietorship.

I acknowledge that I fully understand the extent of this agreement, that I have read the agreement that I have had an adequate opportunity to ask questions about the extent of any warranty offered, that my questions have been clearly answered to my satisfaction.

**Customer Signature** 

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