



LAUREL HOLLOW CONDOMINIUM ASSOCIATION

GROUNDS MAINTENANCE AGREEMENT

This services agreement is by and between **Laurel Hollow Condominium Association; Laurel Hollow Drive Nokomis, Florida 34275** (hereinafter referred to as “owner”), responsible for the operation and maintenance of facilities at **Laurel Hollow; Laurel Hollow Drive Nokomis, Florida 34275** and **TruScapes Industries, Inc. 3212 26th Avenue East Bradenton, Florida 34208** hereinafter referred to as “Contractor”).

In consideration of the mutual covenants, conditions and agreements attached hereto as “General Terms and Conditions” incorporated herein, and other good and valuable consideration, it is agreed;

Contractor will provide grounds maintenance services as per the specifications attached as Exhibits A through B which by reference are incorporated herein.

Owner shall pay contractor, for performance under this Agreement, the sum of **One Hundred Three Thousand Seven Hundred Seventy Six and 00/100 (\$103,776.00)** per year, in equal monthly payments of **Eight Thousand Six Hundred Forty Eight and 00/100 Dollars (\$8,648.00)** per month.

Designated Owner Representatives:

_____, Laurel Hollow Condominium Association

Entered this _____ *day of* _____, 2022

Laurel Hollow Condominium Association

TruScapes Industries, Inc.

By:

By: Llomell Llorca

GENERAL TERMS AND CONDITIONS

1. Description of work

Responsibilities of contractor

The contractor shall perform all work in accordance with the specifications attached hereto as Exhibits A through B.

Responsibilities of Owner

The owner shall provide Contractor full access to the property as may be required in the course of Contractor's work.

The Owner shall protect Contractor and its employees in the performance of work under this contract from undue interference by unauthorized persons.

2. Acts of God

Work schedules may be interrupted by Acts of God, war; etc. To the point scheduled activities may be temporarily halted in which event the following conditions shall apply:

- a. **Temporary interruption** – Contractor shall, following temporary interruption outside of control of Contractor, re-schedule work to regain normal scheduled activity within seven (7) calendar days.
- b. **Catastrophic loss** – This Agreement shall automatically terminate in the event of catastrophic loss of property by the Owner through Acts of God, war or condemnation.

3. Terms

This Contract is effective as of the date signed by both parties and shall commence _____ for a period of two (2) year unless cancelled in accordance with the provisions of paragraph 5. below or this paragraph. Owner shall have the right to terminate this agreement upon thirty days advance written notice, for any cause or for no cause and Contractor shall be entitled to be paid for all work performed to the date of termination on a pro-rated basis. Contractor shall have the right to terminate, upon written notice to Owner for failure of Owner to timely make the monthly payments required herein.

4. Renewal

The Owner shall have the option to renew this agreement for up to two (2) successive one (1) year periods upon Owners written notice of renewal provided at least forty-five (45) days prior to the end of any contract period. Renewals shall be subject to the same terms and conditions and as provided by either item a. or b. below of this agreement.

Payment by Owner to Contractor, for performance under this Agreement for any renewal period, may, at the request of the Contractor, be increased by an amount based on one (1) of the following methods:

- a. **Increase in the consumer Price Index (CPI)** during the previous twelve (12) months period or, at option of contractor once agreed by owner.
- b. **By proportionate amount of increase in Contractors costs** as a result of changes in local, state or federal rules, ordinances, regulations, taxes, fees or other governmental charges assessed against Contractor (other than income or real property taxes) applicable to Contractors performance of services provided hereunder. In such case Contractor shall provide documentation of any such proportionate increase in Contractors costs in form acceptable to Owner.

5. Provision for Default

In event of default by Contractor, Owner shall have the right to:

- a. Immediately cancel this Agreement in its entirety. Such cancellation shall not be construed to deny Owner any other right or remedy which it may have under this Agreement at law or in equity **and/or**:
- b. Provide Contractor notice of default, in which case Contractor shall have seven (7) days in which to correct the noticed deficiency, however;

- (1) In the event the noticed deficiency is not corrected within seven (7) days, the Owner may then proceed to cancel this agreement in its entirety without need of further notice to Contractor, **or**

- (2) Owner may, at Owners option, take necessary action to correct the noticed deficiency, in which case all other provisions of the Agreement shall continue. Costs incurred by Owner in correcting the noticed deficiency shall be deducted from any current or future sums owed Contactor.

6. Contract Price and Payments

Owner at its option may require written evidence, satisfactory to Owner, that all labor performed, materials used and charges incurred in the performance of this Agreements to date have been satisfied. All work necessary to be performed after hours, on Sundays or Legal Holidays shall be performed with no additional expense to Owner.

With in thirty (30) days of execution of this Agreement Contractor shall provide, in form acceptable to Owner, a mowing schedule. This schedule shall be attached as addendum to this Agreement.

Contractor shall submit to Owner monthly invoice at the start of each month for services of that month. Each invoice submitted shall be due and payable not later than the 15th day of the service month.

7. Insurance

The Contractor shall provide an active certificate of insurance for workers compensation, general liability, and property damage, and auto liability and property damage.

8. Independent Contractor Relationship

The Contractor is an independent contractor and it's not an employee, servant, agent, partner or joint venture of the Owner. The Owner shall determine the work to be done by the Contractor in accordance with Exhibits A through B attached hereto, but the Contractor shall determine the means by which it accomplishes the work specified by the Owner.

9. Contract Cost

The work includes all labor and materials, and everything required by Contractors material men, suppliers, or laborers to complete the work in accordance with the specifications. All contract cost paid by Contractor shall be at the expense of the Contractor. No materials or supplies for the work shall be purchased by the Contractor or by any sub-contractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

10. Supervision

Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this Agreement.

The Contractor shall employ and designate to Owner a fully trained and qualified maintenance superintendent or foreman acceptable to Owner who shall have full authorization to act for the Contractor and shall be one who can be continued in that capacity unless he ceases to be employed by Contractor. The designated superintendent or foreman shall be on the job site during each workday.

11. Safety

Contractor shall be responsible for compliance of all safety regulations of jurisdiction in the area of the work and shall use traffic safety cones as may be required at both the front and rear of vehicles when on public roadway. Acquisition, erection and removal of any barriers shall be the responsibility of the Contractor. Employees will wear a uniform shirt identifying the contractor, and all vehicles shall have signage affixed to the vehicle identifying the contractor.

12. Communications

In recognition the Owner is an Association comprised of multiple entities, communications from Owner to Contractor shall be made only by the maximum of two (2) persons designated as Owner Representatives on the first page as may be amended from time to time in writing by the Owner.

13. Subcontract by Contractor

No portion or portions of this agreement may be subcontracted by Contractor without the prior written consent of Owner.

14. Assignment by Contractor

This Agreement or any portion of this agreement shall not be assigned with out the prior written consent of the Owner.

15. Minimum Personnel, Services, Frequency and Costs

The minimum number of personnel will be one (1) and will change from time to time. Specific services, frequency and costs of services are defined in the Specifications attached hereto and page one (1) of this Agreement.

16. Damage/ Repairs

The Contractor is responsible for any damage caused by Contractor, its employees or sub-contractors. This includes, but is not limited to, the personal property of the Owner, Members of the Association, invited and uninvited guests.

The Contractor shall immediately notify Owner of any damage cause by Contractor or its employees. Contractor shall repair or pay for the repair of any damages caused by thus actions including, but not limited to, failure to perform in accordance with the General Terms, Conditions and or Specifications of this Agreement. Billing for repairs performed by others due to Contractors neglect or damage shall be deducted from current or future sums owed Contractor.

17. Pre-Existing Conditions

The Contractor is not responsible for Acts of God or pre-existing conditions. The Contractor shall not be held responsible for the underground utilities, pipes, wires, etc. that are not clearly marked provided the Contractor shall have called for and obtained approval from Owner and shall have provided underground utility survey prior to any form of excavation or digging required in the course of the work.

Prior to commencement of services under this Agreement Contractor and Owner shall review the area of work to document conditions of the property. Such condition of property shall be agreed to by both Contractor and Owner and shall be evidenced by attachment to this Agreement.

18. Severability & Waiver

If any section, subsection, sentence, clause, phrase or word of this Agreement be and is, for any reason, held or declared by a court of competent jurisdiction to be inoperative or void, such holding shall not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this Agreement, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

19. Notices

Notices to the parties as provided herein shall be by certified mail to the following addresses:

As to Owner:

As to Contractor

TruScapes Industries, Inc.
3212 26th Avenue East
Bradenton, Florida 34208

20. Attorney’s Fees

If Owner or Contractor fails to comply with the agreements, conditions or covenants of this Agreement and legal or court action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorneys fees of that action, including appellate proceedings.

21. Governing Law/ Venue

This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement is entered into in the County of Manatee and State of Florida and Manatee County shall be the proper venue for any litigation arising out of this Agreement.

22. Entire Agreement

This Agreement constitutes the entire understanding between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and convents herein contained shall bind and the advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of hereto.

EXHIBIT A

ORNAMENTAL LANDSCAPE – SPECIFICATONS

1. ANNUAL BEDS

Contractor shall prepare, install and maintain all annual beds in the common areas of Owner. No planting or replacement shall be done without prior selection and approval of Owner. Contractor shall provide annual schedule, together with the plant palate, for prior approval by Owner subject to modifications due to changes in seasonal weather patterns from that projected, particularly late Fall/Winter periods.

It will be the responsibility of the Contractor to schedule with the Grower/Supplier to assure availability of materials at the time plant change-out is to be accomplished. All annual beds shall be changed-out on a regular basis four (4) times per year. Annual plants of a minimum four-inch (4") pot. Soil in annual beds will be changed out a minimum of one time per year. **Additional cost per annual plants, \$3.75.**

The Contractor shall be responsible to use reasonable and necessary precautions to protect all annual beds from frost or freeze and drought conditions, in which case, replacement and costs incurred shall be the responsibility of the Contractor who will replace damaged plants with like size and color. Additional plants should be ordered each change-out and stored by contractor to provide spot replacement with plants of same size and likeness should replacement be necessary.

2. PRUNING AND HEDGING

GENERAL

All pruning shall be done under strict supervision. The Contractor shall be responsible for any damaged trees, shrubs or groundcover as a result of improper pruning. All pruning debris shall be picked up and removed from the site at the time the pruning takes place. No debris shall be allowed to remain overnight.

SHRUBS AND GROUNDCOVER

Shrubs will be consistently pruned based on sound horticultural practices. Pruning activities will be scheduled seasonally as each plant variety has its own pruning requirements. The Contractor shall inspect all shrubs for pruning at least bimonthly.

Individual shrubs will be pruned as necessary to maintain the natural form of the variety where possible, maintain growth within space limitations and to remove damaged, diseased or dead wood.

PALMETTO BEDS

A two foot (2') perimeter of Palmetto Beds will be maintained and trimmed of excess or brown Palmetto fronds. Interior maintenance of Palmetto Beds beyond the two foot perimeter is excluded, with exception of the fallen tree limbs and removal of trash, etc.

PALMS

Trim fruit and fronds from palms twice annually by May and November. Miscellaneous fruit, dead fronds and fronds below 90 degrees at a height of sixteen feet (16') removed as needed. **THE COST OF PALM TRIMMING ABOVE SIXTEEN (16) FEET IS NOT INCLUDED IN THE MONTHLY FEES.** Additional cost per palm above sixteen (16') feet **\$22.00** per cut.

Trees

Trees should be pruned selectively according to specie using sound horticultural practices. Pruning schedules may vary depending upon the tree specie and should be done to promote the best aesthetic quality year round. Hardwood species, however, shall be pruned as needed throughout the year.

Tree should be allowed to form a natural canopy. Pruning shall consist of removal of dead, broken, infected, superfluous and intertwining branches and other undesirable growth. Pruning will also be required from time to time to remove broken branches from storms, frost or when blocking sight, etc. All pruning of trees shall be in accordance with guidelines set forth by the National Arborist Society and shall be limited to a height of sixteen feet (16') above ground.

3. PLANTER BED MAINTENANCE, WEEDS – SIDEWALKS, STREETS AND CURBS, FENCE LINES AND OTHER STRUCTURES

3.1 BED MAINTENANCE – PLANTER BEDS/TREE RINGS

Planter beds and tree rings will be maintained weed free by mechanical and/or chemical method as may be required.

Pre and post emergent herbicides may be used to retard weed growth in accordance with material labeling. Contractor shall be responsible for stunting, declined and/or loss of plant material or trees due to overspray or non-recommended use of herbicides.

3.2 WEEDS – SIDEWALKS, STREETS AND CURBS

Weeds in cracks of sidewalks, streets and curbs will be treated at least monthly, or as required to control weed growth, with approved weed killing herbicides as required in accordance with material labeling.

3.3 FENCE LINES, POST AND OUTER STRUCTURES

Non-selective herbicides should be applied as necessary to fence lines bordering common areas, post and other structures. Width of kill shall be one (1) foot.

4 MULCH

4.1 MATERIAL

It is the intent of Owner to fully mulch to a compacted two (2) inches one (1) time per year in the fall (**October**) and top dress mulch, as may be required in the spring, one (1) time per year (**April**).

4.2 MULCH LABOR

Contractor at the request of Owner, shall provide labor and mulch at the rate of \$45.50 per cubic yard to install bagged Cypress A or B mulch.

5. CLEANUP

5.1 PRUNING DEBRIS

All debris generated by the work will be removed from the property and disposed of off sight at the expense of the Contractor at the completion of the services performed. Debris should not be left at the grounds overnight.

5.2 OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including but not limited to:

- a. Special emergency clean ups due to storms or acts of God which shall be immediately available at the rate of \$65.50 per man hour plus dump fees
- b. Repairs to the turf, landscaping or landscaped areas as may be required by Owner

6. EXCLUSIONS:

Items specifically excluded from these specifications include:

- a. Aquatic Weeds Control or Removal
- b. Trimming of trees under utility lines
- c. Trimming of Palms above 16'
- d. Removal, trimming or pruning of trees or other plant material over sixteen (16) feet from ground
- e. Landscape Modification

7. SCHEDULING

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate commence.

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EXHIBIT B

TURF MAINTENANCE – SPECIFICATIONS

1. MOWING

1.1ST. AUGUSTINE

All of St. Augustine turf shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, up to forty (40) mowing events per year.

Mowing of St. Augustine turf shall be with a mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at all times.

St. Augustine turf shall be mowed to the height recommended by the Agricultural Extension Service of the variety St. Augustine turf being maintained, recognizing difference in height recommendations for the Floratam, Bitter Blue and Palmetto varieties at Laurel Hollow, but in no event shall be mowed less than three (3) inches.

BAHIA/ OUTLYING GRASSES AREAS

In formally maintained areas, Bahia and outlying grassed areas shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, for a minimum of thirty-eight (38) mowing events per year. In remote area, Bahia and outlying grassed areas shall be mowed and trimmed weekly during the active mowing season, and as needed the remainder of the year during dormant periods, for a minimum of thirty- eight (38) mowing events per year. This includes East Berm and Lake Banks

In formally maintained areas, mowing equipment shall be finish grade commercial mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. In remote area, use of finish grade bush hog is acceptable. However, excess grass clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at all times.

Bahia and outlying grassed areas shall be mowed to the height recommended by the Agricultural Extension Service for the variety turf being maintained, but in no event shall be mowed less than three and one-half (3 ½) inches.

TRIMMING, WEED EATING

Turf around lake banks shall be mowed and weed eaten to waters edge each mowing event. Care shall be taken not to throw grass clippings from mower toward lake. Areas of standing water or where mowing would cause ruts shall be weed eaten at least every other mowing event. Bahia grass in drain swales shall be mowed, or as necessary, weed eaten, at least every other mowing event.

2. EDGING

EQUIPMENT

All edging shall be done with mechanical rotary powered edges. No weed eaters or other monofilament trimmers shall be used. There shall be no chemical edging.

FREQUENCY

Hard surfaced areas such as Sidewalks, Driveways, Street curbs and Asphalt surfaces bordering St. Augustine turf shall be blade edged each mowing event. Hard surfaced areas bordering Bahia turf shall be blade edged each mowing event during the growing season and at least one (1) time per month during the dormant or non-growing season.

Soft edges, i.e. planter beds, palmetto beds, tree rings, structures and other areas bordered by St. Augustine turf, shall be blade edged **every mowing event during the growing season and at least one (1) time per month during the dormant or non-growing season.** Areas bordered by Bahia turf or mixed weeds shall be rotary blade edged at least one (1) time per month.

All trees, posts and other obstacles where mower and or weed eater would damage the base or potentially transfer disease shall be blade edged and herbicide ringed to form soft edge.

3. DEBRIS CLEAN UP

Debris created by the work will be blown off side walks, streets and curbs each time the property is mowed or edged. Debris material shall not be blown into the street.

4. OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including, but not limited to:

- a. Seeding as may be required by Owner
- b. Special clean ups due to storms or acts of God
- c. Repairs to the turf or landscape materials as may be required

5. SCHEDULING

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate comments.

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AREA OF WORK

- All areas within property limit lines to include common area elements, clubhouse and single-family homes.